

## STRATEGIC WAIVER SCHOOL SYSTEM CONTRACT FOR HOUSTON COUNTY

This Strategic Waiver School System contract for Houston County (“Contract”) is entered into by the Houston County Board of Education (“Local Board”) and the State Board of Education (“State Board”) (collectively referred to as “the parties”).

**WHEREAS**, the Houston County local school system is currently a Strategic Waivers School System (SWSS); and

**WHEREAS**, the Local Board has adopted a five-year strategic plan for improving the performance of its schools; and

**WHEREAS**, the Local Board desires to continue operating as a SWSS.

**NOW THEREFORE**, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, State Board of Education rules or regulations, or the state accountability system, are amended otherwise.
  - a. **Additional Targeted Support and Improvement (“ATSI”) school:** A school in which any subgroup of students, on its own, would identify the school as a Comprehensive Support and Improvement school.
  - b. **College and Career Academy (“CCA”):** A specialized school established as a charter school or pursuant to a contract for a strategic waivers school system or charter system, which formalizes a partnership that demonstrates a collaboration between business, industry, and community stakeholders to advance work force development between one or more local boards of education, a private individual, a private organization, or a state or local public entity in cooperation with one or more postsecondary institutions.
  - c. **College and Career Ready Performance Index (“CCRPI”):** A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will

promote college and career readiness for all Georgia public school students.

- d. **Comprehensive Support and Improvement (“CSI”) school:** A school within the lowest performing five percent of Title 1 schools.
  - e. **Georgia Department of Education (“Department”):** The state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
  - f. **Material term:** An important or substantial aspect in this Contract. A change to a material term may alter the rights, obligations, interests, or relations of the Parties.
  - g. **Non-performing school:** A public school that is part of a Strategic Waiver School System and is identified as not meeting one or more of goals (a) through (e) of Section 7 of this Contract.
  - h. **State Board of Education (“SBOE” or “State Board”):** The constitutional authority that defines education policy for public K – 12 education agencies in Georgia.
  - i. **Strategic Waivers School System (“SWSS”):** A local school system that elects to request increased flexibility pursuant to O.C.G.A §§ 20-2-80 through 20-2-84.6.
  - j. **Targeted Support and Improvement (“TSI”) school:** A school within the lowest performing five percent of schools with one or more consistently underperforming student groups.
2. **Contract Term.** The State Board grants this Contract to the Local Board to operate a SWSS for a 6-year term beginning on July 1, 2024 and expiring on June 30, 2030.
3. **Responsibility.** The Local Board shall ultimately be responsible for all duties to be performed by the SWSS and the schools within the SWSS under this Contract.
- a. In addition to any local charter schools within the local school system, the

following schools are not part of the SWSS Contract:

4. **College and Career Academies.** Any CCA opened by or any existing CCA included in the SWSS must meet the definition of a College and Career Academy as defined in O.C.G.A § 20-4-37(b)(5). The SWSS must notify the Department and the Technical College System of Georgia of the opening, and the CCA must meet the following requirements:
  - a. If an existing CCA is included in the SWSS, then the current CCA's governing board would continue as the governing board of the CCA, using its current by-laws for operation and procedures for electing members.
  - b. Provide a Roles and Responsibilities Chart between the CCA governing board, the SWSS, and the CCA's higher education and business partners that includes the following:
    - Information on the CCA's decision making authority in decisions relating to personnel, finance, curriculum and instruction, school improvement goals, and school operations;
    - Information on how the CCA will be funded by the local school system and other strategic partners; and
    - Information on the services and supports to be provided to the CCA by the local school system.
  - c. The following CCAs are included in this Contract:
5. **Flexibility Allowed by Law.** In exchange for the SWSS's agreement to meet or exceed the goals and measurable objectives set forth in Section 7 of this Contract, to adhere to the interventions set forth in Section 8 of this Contract, and to be subject to the sanctions set forth in Section 9 of this Contract, the State Board grants the SWSS flexibility from the specifically identified state laws, rules, and regulations outlined in Appendix A (Flexibility Component of Contract), which is incorporated in and attached to this Contract. Pursuant to O.C.G.A. § 20-2-84, the overarching goal of each waiver request is to improve student performance. Notwithstanding this flexibility, the SWSS and each of its SWSS schools shall comply with the terms of this Contract.
6. **Accreditation.** The SWSS's accreditation shall be maintained for the duration of the Contract term.

7. **Accountability.** The SWSS shall comply with meeting the accountability component of the Contract. The 2022-2023 school year will serve as the baseline year for accountability data.

- a. **Goal 1a:** By June 30, 2026, the SWSS shall decrease the number of schools identified as CSI schools on the 2023-2024 CSI list released by the Department.
- b. **Goal 1b:** By June 30, 2030, the SWSS shall decrease the number of schools identified as CSI schools on the 2026-2027 CSI list released by the Department.
- c. **Goal 2a:** By June 30, 2026, the SWSS shall decrease the number of schools identified as ATSI schools on the 2023 -2024 ATSI list released by the Department.
- d. **Goal 2b:** By June 30, 2030, the SWSS shall decrease the number of schools identified as ATSI schools on the 2026-2027 ATSI list released by the Department.
- e. **Goal 3:** Each SWSS school that is in compliance with meeting Goals 1 – 2 of this section for the 2022-2023 baseline year shall maintain its current level of performance.
- f. **Goal 4:** Pursuant to O.C.G.A. § 20-2-67, the SWSS shall operate in a fiscally sound manner as measured by not being designated a financial high-risk system as determined by the Department of Audits and Accounts (“DOAA”) and the Department.

8. **Interventions.** Pursuant to O.C.G.A. § 20-2-84, the Department shall impose one or more interventions for SWSS schools that have not made progress towards meeting the goals contained in Section 7 of this Contract. Interventions include the following:

- a. Implementation of the intensive school plan developed pursuant to O.C.G.A. § 20-14-46; or
- b. Submission to DOAA the Department, or both for approval of a written corrective action plan; implementation of the approved corrective action

plan; and participation in annual trainings offered or required by DOAA, the Department, or both to address the financial risk, pursuant to O.C.G.A. § 20-2-67; or

- c. Any other interventions or requirements deemed appropriate by the Department and the State School Superintendent.

9. **Sanctions.** Pursuant to O.C.G.A. § 20-2-84, by the end of this Contract's term, if a SWSS has not met the goals outlined in Section 7 of this Contract, the State Board may impose sanctions on the non-performing schools. Sanctions include one or more of the following:

- a. Removal of school personnel, which may include the principal and personnel whose performance has been determined to be insufficient to produce student achievement gains; or
- b. Complete restructuring of the school's governance arrangement and internal organization; or
- c. Loss of, or modification of, any requested flexibility from state statutes or associated rules outlined in Appendix A of this Contract, as recommended by the State School Superintendent.

10. **Annual Monitoring.** The Local Board shall work cooperatively with the Department in annually monitoring the goals outlined in Section 7 of this Contract. Monitoring will include evaluating each school's progress toward meeting its accountability goals.

11. **Annual Report.** The SWSS shall submit an annual report to the Department according to the Department's guidelines and templates. The annual report may include, but is not limited to, an indication of the SWSS's progress towards the goals outlined in Section 7 of this Contract and the implementation and impact of the identified waivers outlined in Appendix A of this Contract.

12. **Demographic and Performance Data.** The SWSS attests to the accuracy of the demographic and performance data for each of its schools as recorded in the annual CCRPI report. If the SWSS identifies a discrepancy in the demographic and performance data contained in the CCRPI report, the SWSS must notify the Department within thirty (30) days of identifying the discrepancy.

13. **Compliance with Other Laws, Rules, and Regulations.** The SWSS and each of its SWSS schools shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-82(e), including the following, which are listed by way of example and not by way of limitation.
- a. **Civil Rights, Insurance, Health and Safety and Conflicting Interests.** The SWSS shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct.
  - b. **Asbestos Remediation.** The SWSS shall comply with the terms of any applicable asbestos remediation plan.
  - c. **Unlawful Conduct.** The SWSS shall be subject to all laws relating to unlawful conduct in or near a public school.
  - d. **Student Conduct and Discipline.** The SWSS shall maintain and implement a written policy regarding student discipline policy shall be consistent with due process.
  - e. **State Board Rules.** The SWSS comply with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 5 of this Contract.
  - f. **Prohibition on Discrimination.** The SWSS shall not discriminate against students on the basis of any characteristic protected by local, state, or federal law.
  - g. **Reporting Requirements.** The SWSS shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320 and 20-2-740.
  - h. **Tuition.** The SWSS shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

- i. **Brief Period of Quiet Reflection.** The SWSS shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. **Individual Graduation Plans.** The SWSS shall comply with O.C.G.A. § 20-2-327 regarding Individual Graduation Plans.
- k. **Family Educational Rights and Privacy Act.** The SWSS is subject to all provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.
- l. **Health Insurance Portability and Accountability Act.** The SWSS is subject to all provisions of the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, § 264, 110 Stat. 1936.
- m. **QBE Formula Earnings.** The SWSS acknowledges that criteria used to calculate Quality Basic Education (“QBE”) funding cannot be waived.
- n. **Funding.** The SWSS acknowledges that, although becoming a strategic waiver system provides a local school system with some flexibility, waivers cannot be used to generate additional funding.
- o. **Early Intervention Programs.** The SWSS shall comply with O.C.G.A. § 20-2-153 related to early intervention programs.
- p. **Divisive Concepts.** The SWSS shall comply with O.C.G.A. § 20-1-11 related to divisive concepts.

Failure to operate in accordance with the provisions of this Section may result in loss of flexibility for the SWSS.

#### 14. **Contract Extension**

- a. **Automatic Extension.** This Contract may be automatically extended upon the expiration of the Contract term if the SWSS or SWSS schools meet the goals outlined in Section 7 of this Contract by the end of the Contract term and adheres to all requirements of Section 13 of this Contract. If these conditions are met and the Local Board wishes to continue as a SWSS, it

must complete the Department's requirements for an automatic extension.

- b. **Extension to Meet Performance Goals.** During the final year of the Contract term, the Local Board may request to extend the Contract term by three years to provide additional time to meet the goals outlined in Section 7 of this Contract. If the extension is granted and the SWSS meets its goals outlined in Section 7 of this Contract during the extension period, then the three-year extension will count as the first three years of the next SWSS contract term, if granted. No more than two three-year extensions will be granted. If the Local Board wishes to extend the Contract term by three years, it shall seek an amendment to the Contract in accordance with Section 15 of this Contract.

15. **Amendments.** Any material term of this Contract, as determined by the Department, must be amended in writing upon the approval of the Local Board and the State Board. If the Local Board wishes to amend this Contract, it must complete the Department's amendment requirements.

- a. For amendment requests that originate with the State Board, the Department shall provide the Local Board with sixty (60) days' written notice prior to amending the Contract. The notice shall include a copy of the proposed changes. If the proposed changes to the Contract are not material, as determined by the Department, then the Department does not have to send a copy of the proposed changes to the Local Board prior to amending the Contract.

16. **Probation.** The State Board may place the SWSS on probation upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:

- a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;
- b. The SWSS's failure to meet generally accepted standards of fiscal management; or
- c. The SWSS's violation of applicable federal, state, or local laws, rules, regulations, or court orders; or
- d. The existence of conditions that place the health, safety, or welfare of

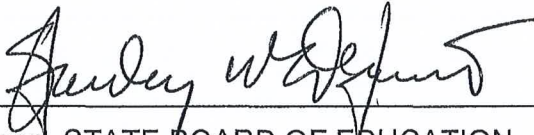


students or staff of the SWSS in danger.

17. **Termination.** The State Board may terminate this Contract for reasonable cause upon ninety (90) days written notice to the Local Board for reasonable cause. Reasonable cause includes the following:
  - a. The SWSS's failure to adhere to any material term of this Contract, including the accountability requirements outlined in Section 7 herein;
  - b. The SWSS's failure to meet generally accepted standards of fiscal management; or
  - c. The SWSS's violation of applicable federal, state, or local laws or court orders; or
  - d. The existence of conditions that place the health, safety, or welfare of students or staff of the SWSS in danger.
  
18. **Temporary Extension.** At the discretion of the Department and the Local Board, the Contract term may be extended for a grace period not exceeding sixty (60) days. The request for a temporary extension must be in writing and will be attached to this Contract.
  
19. **Non-Agency.** The Parties expressly acknowledge and agree that the SWSS is not acting as the agent of the State Board or the Department, except as required by law or this Contract. The SWSS acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board or the Department to any third party.
  
20. **Delegation.** The Parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Parties.
  
21. **Application of Amended Law.** This Contract is subject to applicable federal and state laws, rules, regulations, and state accountability requirements. Any amendments to laws, rules, regulations, or state accountability requirements cited herein will result in the correlative and immediate modification of this Contract without the necessity for executing a written amendment.

22. **Headings.** Section headings are for convenient reference only and are not part of the Contract. Section headings do not enlarge or limit any Section's contents.
23. **Non-Waiver.** No waiver of any breach of this Contract shall be held as a waiver of any other or subsequent breach.
24. **Severability.** If any provision of the Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect.
25. **Contradicting or Conflicting Provisions.** If any provision of the Contract is determined to contradict or conflict with any other provision of the Contract, the contradiction or conflict shall be resolved in favor of the flexibility granted pursuant to O.C.G.A. § 20-2-82.
26. **Governing Law and Venue.** This Contract shall be governed by, subject to, and construed under the laws of the State of Georgia. Any action brought against the State Board shall be brought in the Superior Court of Fulton County.
27. **Counterparts.** The Parties agree that this Contract may be executed in one or more counterparts which, when taken together, shall constitute one agreement. The Parties further acknowledge and agree that electronic signatures, as well as faxed or scanned and emailed counterpart signature copies of this Contract, shall be as effective and binding as original signatures.
28. **Entire Agreement.** This Contract sets forth the entire agreement between the Local Board and the State Board with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Local Board and the State Board are superseded by this Contract.


SWSS CONTRACT FOR HOUSTON COUNTY

  
Chairperson, STATE BOARD OF EDUCATION

7/16/24  
(Date)

  
Chairperson, Helen Hughes BOARD OF EDUCATION

7/31/2024  
(Date)

  
Superintendent, Dr. Mark Scott

7/31/2024  
(Date)

## Appendix A – Flexibility Component of Contract

Under O.C.G.A. § 20-2-80 and State Board Rule 160-5-1-.33, Houston County is seeking flexibility for all schools included in this Contract from the following state laws, rules, and regulations in exchange for greater accountability.

O.C.G.A. § 20-2-82 mandates that the goal for each waiver and variance shall be the improvement of student performance. This Appendix delineates the specifically identified state laws, rules, regulations, policies, and procedures for which a waiver is requested and the expected impact of such waivers on student performance.

Pursuant to O.C.G.A. § 20-2-84, the SWSS must request a waiver or variance of at least one of the following areas:

- Class size requirements in O.C.G.A. § 20-2-182;
- Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20;
- Certification requirements in O.C.G.A. § 20-2-200; or
- Salary schedule requirements in O.C.G.A. § 20-2-212.

### Waiver areas selected:

Class size requirements in O.C.G.A. § 20-2-182
Expenditure controls in O.C.G.A. § 20-2-171 and categorical allotment requirements in Article 6 of Title 20
Certification requirements in O.C.G.A. § 20-2-200

### Academic Programs Flexibility Rationale:

The Houston County School District consists of a diverse student population being educated in schools ranging from low poverty, non-Title I schools to high poverty, Title I schools. We continue to experience student population growth across the district with increases in Hispanic and African American student populations. Our district seeks flexibility in academic programs under the Strategic Waiver School Systems (SWSS) Contract to create a more personalized and effective learning environment that caters to the unique needs, interests, and aspirations of each student. This flexibility will enable us to employ innovative teaching methods, integrate educational technology tools, and develop personalized learning pathways, thereby enhancing student engagement and academic outcomes in ELA and math. By tailoring our academic offerings to address the diverse needs of our students, including English Language Learners, students with disabilities, economically disadvantaged, and gifted students, we aim to ensure equitable access to high-quality education. Furthermore, this flexibility supports the establishment of strong community partnerships, offering real-world learning opportunities and preparing students for success beyond school. We are committed to rigorous accountability and continuous improvement, leveraging data-driven decision making to evaluate and enhance the impact of our academic programs.

<b>ACADEMIC PROGRAMS FLEXIBILITY</b>		<b>Implementation Details</b>
Competencies and Core Curriculum, Online Learning	§20-2-140.1	Houston County School District is dedicated to making our students college and career ready. To achieve this, we seek a waiver from §20-2-140.1 to ensure we can provide students with online options that may be available in the future. Currently, we plan to leverage our learning management system, Canvas, to develop and deploy innovative courses that directly address the needs of our students and the local workforce. These courses are designed to provide the skills necessary for postsecondary success and to ensure our students are well-prepared to thrive in college and their future careers.
Competencies and Core Curriculum, Online Learning	§20-2-142	Houston County School District is committed to making our students college and career ready by expanding the traditional curriculum to include a more diverse set of learning opportunities. We seek a waiver from §20-2-142 to integrate innovative instructional models that incorporate real-world applications and technology-enhanced learning into our curriculum. This approach will better prepare our students for the challenges of the modern workforce and higher education, ensuring they are well-equipped to lead healthy, productive lives. Being in a district with a military base, we want flexibility to provide specialized course offerings for students transferring from different states and countries through parent deployments to Houston County, as well as for current students.
General and career education programs	§20-2-151	Houston County School District is committed to making our students college and career ready. We seek a waiver from §20-2-151 to expand and diversify our educational offerings beyond the current general and career education programs. This waiver will enable us to implement a more flexible and adaptive educational model using our learning management system, Canvas, to introduce innovative courses tailored to the unique needs and interests of our students. Our proposed model includes partnerships with local businesses and community organizations to ensure that the educational content is directly relevant to the opportunities and challenges of our regional job market. This approach not only prepares students for successful careers but also meets the diverse learning needs of our student body by providing them with a broader range of educational pathways.
Remedial education program	§20-2-154	Houston County School District seeks a waiver from §20-2-154 to enhance our remedial education services by making them more effective and personalized. We aim to expand beyond the traditional remedial education criteria and models to implement a

<p>broader, more inclusive multi-tiered system of supports (MTSS). This approach will not only target academic deficiencies but also incorporate social-emotional learning and behavioral supports to provide a comprehensive, whole-child approach to remediation. Our enhanced MTSS will leverage adaptive learning technologies within our Canvas platform to deliver tailored instruction that meets students at their point of need in subjects like reading and mathematics. By doing so, we can provide immediate feedback and adjust learning paths dynamically for students.</p>		
<p>Houston County School District is committed to providing an effective education tailored to the needs of each student, especially those who may not thrive in traditional settings. We seek a waiver from §20-2-154.1 to allocate funding and resources that enhance our alternative education program. We aim to implement a broader range of instructional delivery models and a multi-tiered systems of support (MTSS) that integrate academic, behavioral, and social-emotional learning. We will develop and implement programs that offer customized learning paths using adaptive technology within our existing learning management system, Canvas, to better serve students in alternative settings. This initiative is expected to lead to increased engagement and success rates among students in alternative education settings.</p>	<p>§20-2-154.1</p>	<p>Alternative education program</p>
<p>Houston County School District is dedicated to making our students college and career-ready, including our limited-English-proficient students. To better meet the diverse needs of these students, we seek a waiver from §20-2-156 to enhance our existing English for Speakers of Other Languages (ESOL) program by integrating world language support, utilizing language-focused, computer-based interventions, and exploring innovative models with evidence of effectiveness with ELs. These enhancements are designed to improve English language proficiency in listening, speaking, reading, and writing, thereby ensuring our students are better prepared to perform effectively at their current grade levels and equipped with the skills necessary for postsecondary success.</p>	<p>§20-2-156</p>	<p>Limited English proficient program</p>
<p>The Houston County School District is committed to enhancing our public school choice options to make every student college and career ready. We seek a waiver from §20-2-2131 to develop a customized approach that better aligns with the specific needs of our community and the unique challenges our district faces with continuous growth and being situated in a county with a military base. Currently, the requirement to establish a universal, streamlined process for all students restricts our ability to tailor school choice options to specific community needs and student groups, such as those needing</p>	<p>§20-2-2131</p>	<p>Public School Choice</p>

<p>special education services or those engaged in specialized career pathways programs. Our new targeted model will allow for more effective use of resources and better alignment of educational offerings with student needs and district capabilities.</p>		
<p>Promotion &amp; Retention</p>	<p>§20-2-283</p>	<p>Houston County School District seeks a waiver from §20-2-283 to implement a student-centered approach to promotion and retention, aimed at using various assessment data to plan multi-tiered systems of support and supplemental learning options. We want flexibility to establish our own guidelines for promotion and retention decisions based on end-of-grade gate assessment scores and for conducting placement meetings with parents after students do not perform at or above grade level on the first and second end-of-grade gate assessments. We want to streamline placement procedures to remove barriers for parent involvement in this decision-making. We aim to promote decision-making grounded in research on the effects of retention and based on students' best interest.</p>
<p>Promotion &amp; Retention</p>	<p>§20-2-284</p>	<p>Houston County School District is committed to developing comprehensive promotion and retention policies that prioritize student success and address individual learning needs. To achieve this, we are requesting a waiver from §20-2-284 to implement tailored strategies that better support our students' academic growth and progress. We aim to implement innovative practices such as personalized tutoring, targeted summer learning programs, and individualized academic plans. These programs will be designed to provide accelerated, differentiated, or additional instruction as needed, ensuring that all students receive the support necessary to succeed academically. We want flexibility to adopt policies allowing the implementation of procedures that promote decision-making grounded in research and based on students' best interest.</p>
<p>School Attendance, Compulsory Attendance</p>	<p>§20-2-690.2</p>	<p>Houston County School District seeks a waiver from §20-2-690.2 to facilitate the implementation of innovative practices aimed at improving student attendance and school climate. The waiver will allow us flexibility in determining which district personnel would serve on the student attendance and school climate committee established by the chief judge of the superior court. Existing statutory requirements limit our flexibility in developing and implementing tailored protocols to address the unique needs and root causes identified for our students and community. The waiver will enable us to explore and implement evidence-based practices, such as positive behavioral interventions and supports, trauma-informed care training, and community engagement initiatives, to</p>

		promote a positive school climate and enhance student engagement and parent involvement.
School Councils	§20-2-85	Houston County School District seeks a waiver from §20-2-85, giving us flexibility to review and revise school council procedures to align with student and stakeholder engagement initiatives and actions outlined in the district's strategic plan.
School Councils	§20-2-86	Houston County School District seeks a waiver from §20-2-86, giving flexibility to review and revise school council procedures to align with student and stakeholder engagement initiatives and actions outlined in the district's strategic plan.
Health & Physical Education Program	160-4-2-.12	Houston County School District seeks a waiver from certain requirements outlined in Georgia Code 160-4-2-.12 to implement innovative practices in our health and physical education program. Specifically, we aim to expand course offerings to meet diverse student needs, integrate technology for enhanced learning, collaborate with local health professionals for real-world experiences, and empower students to lead wellness initiatives. These initiatives will create a dynamic program that fosters lifelong wellness habits, prepares students for college and careers, and meets the unique needs of our student population. This flexibility will allow us to respond to mental health and medical challenges of students needing nontraditional means of participating in health and physical education programs. Additionally, this flexibility will allow the district the option to provide alternatives to traditional physical education classes for content-specific classes in specialized programs.
Graduation Requirements	160-4-2-.48	Houston County School District seeks a waiver from Graduation Requirements 160-4-2-.48 to bolster college and career readiness initiatives through tailored academic support programs. This waiver will facilitate the implementation of targeted tutoring and credit recovery programs to ensure all students meet graduation requirements. By obtaining this waiver, we will be able to develop and implement rigorous course offerings and graduation requirements, leading to improved academic outcomes and increased college and career readiness across our district.
Educational Program for Gifted Students	160-4-2-.38	The Houston County School District seeks a waiver from §160-4-2-.38 to implement innovative practices benefiting our gifted student population. Our plan includes expanding instructional delivery models to encompass project-based learning, interdisciplinary studies, mentorship programs, and enrichment clusters. Additionally, it will allow us to implement the action in our strategic plan, which states that we will systematically review and revise our curriculum resources to align with the latest



		research in gifted education. These practices will be used in conjunction with support services such as social-emotional learning opportunities and counseling.
Awarding Credit	160-5-1-15	Houston County School District seeks a waiver from Rule 160-5-1-15 to enhance college and career readiness by implementing a flexible approach to awarding academic credits. This waiver will enable the district to develop a customized credit-awarding framework aligned with state standards, providing opportunities for students to demonstrate mastery through alternative means such as competency-based assessments. Additionally, targeted tutoring programs and credit recovery initiatives will support students in meeting rigorous academic requirements.

**Human Resources Flexibility Rationale:**

The Houston County School District is a mid-sized school district in Middle Georgia that has experienced increased community growth, resulting in the need to hire additional teachers and staff to accommodate a broad range of students' academic needs. Our district seeks human resources flexibility under the Strategic Waiver School Systems (SWSS) Contract to directly align with our strategic planning priorities. This flexibility enables us to attract and retain certified educators and talented professionals by offering competitive compensation and tailored professional development, create innovative staffing models that meet the unique needs of our students, and empower educators to lead and innovate. By customizing staffing decisions to support strategic educational goals, we aim to create a dynamic, responsive workforce that can adapt to evolving educational priorities, ensuring every decision contributes to an environment that promotes the academic success of all students. This approach underscores our commitment to excellence and accountability, ensuring that our human resources strategies are always aligned with our mission to produce high achievement for all through continuous growth.

<b>HUMAN RESOURCES FLEXIBILITY</b>		<b>Implementation Details</b>
Professional Learning	§20-2-167	Houston County School District seeks a waiver from §20-2-167, allowing the use of funds to support the systematic implementation of professional learning communities (PLCs). We will provide ongoing training and support for school and district level personnel on effectively implementing processes within professional learning communities (i.e., common assessments, essential standards, interventions, and enrichments).

<p>School Day and Year for Students and Employees</p>	<p>§20-2-168(c)</p>	<p>Houston County School District seeks a waiver from §20-2-168(c) to explore innovative school calendar models that cater to the diverse learning needs and preferences of our students. This waiver will allow us to implement alternative scheduling structures to optimize instructional time and provide flexibility in response to natural disasters, acts of God, extreme weather, and other unforeseen events that may disrupt the traditional school calendar. Our district does not currently implement a calendar with fewer than 180 academic days. However, we recognize the potential benefits of exploring alternative scheduling models to maximize instructional opportunities and mitigate disruptions caused by emergencies or other unforeseen circumstances.</p>
<p>Class-size and Reporting requirements</p>	<p>§20-2-182</p>	<p>Houston County School District seeks a waiver from §20-2-182 to enhance our ability to meet the diverse needs of our students and ensure effective classroom instruction. Specifically, we aim to implement innovative scheduling and staffing practices to optimize student learning experiences. By leveraging flexible staffing models and utilizing technology-assisted instruction, we can tailor classroom instruction to individual student needs while maximizing the use of certified and professionally qualified educators. This waiver will enable us to design schedules that provide students with state-required services and instruction personalized to their unique learning profiles, ultimately improving academic outcomes and student success. Houston County would like to make class size decisions based on the unique school and classroom demographics and assessment data.</p>
<p>Professional Learning</p>	<p>§20-2-182(h)</p>	<p>Houston County School District seeks a waiver for §20-2-182(h) to support systematic implementation of professional learning communities (PLCs). We will provide ongoing training and support for school and district level personnel on effectively implementing processes within PLCs (i.e., common assessments, essential standards, interventions, and enrichments). We will use this waiver to allocate professional learning funds based on teachers' training needs, interests, and student assessment data.</p>
<p>Instructional Extension</p>	<p>§20-2-184.1</p>	<p>Houston County School District seeks a waiver from §20-2-184.1 to enable the implementation of effective multi-tiered systems of support (MTSS) tailored to address students' diverse learning needs. The current statute restricts the allocation of funds to provide instructional resources solely for Tier 1 instruction, limiting our ability to implement comprehensive support systems. We aim to reallocate funds to strengthen all tiers of instruction, including targeted interventions and enrichments, before, during, and after school hours.</p>

<p>Certification Requirements §20-2-200</p>	<p>Houston County School District seeks a waiver from §20-2-200 to implement targeted strategies for educator recruitment, retention, and professional development. Specifically, we aim to prioritize the recruitment and retention of certified educators; however, when high-quality certified applicants are not available, we want flexibility to hire candidates with degrees showing specialized content-specific knowledge and skills. Additionally, we plan to provide supplemental training for alternative teacher preparation at the district level and facilitate ongoing professional learning for all school personnel to strengthen their skills in supporting instruction. Current certification requirements limit our ability to address certification challenges effectively.</p>
<p>Certification Requirements §20-2-201</p>	<p>Houston County School District seeks a waiver from §20-2-201 to enhance the systematic implementation of professional learning communities (PLCs). The law states that local units of administration will provide 12 clock hours of professional learning and maintain records of attendance to be monitored by GaDOE staff. With the waiver, we will require educators to participate in comprehensive PLCs focused on common assessments, essential standards, and targeted interventions, supported by ongoing training and flexible professional development opportunities delivered through collaborative planning meetings. Using job-embedded professional learning, educators in Houston County will exceed the clock hours indicated in this law, thus eliminating the requirement to maintain attendance records of specific hours at the district level. Anticipated outcomes include improved collaboration among educators, enhanced data analysis capabilities, and increased student achievement.</p>
<p>Certification Requirements §20-2-204</p>	<p>Houston County School District prioritizes the recruitment and retention of certified educators. However, we seek a waiver from specific provisions of §20-2-204 to implement innovative staffing strategies, including the hiring of teachers who possess industry experience or content expertise but may lack traditional teaching certification. By leveraging the knowledge and skills of these individuals, we can provide our students with unique learning opportunities that bridge the gap between academic concepts and real-world applications. This waiver would also allow us to use innovative hiring practices in areas with critical shortages of available paraprofessionals, permitted personnel, and certified educators as defined by the Professional Standards Commission.</p>
<p>Professional Learning §20-2-217</p>	<p>Houston County School District seeks a waiver from §20-2-217 to enhance professional development initiatives and implement a comprehensive professional learning</p>

		<p>communities (PLCs) framework. By allocating funds prior to professional learning plans being submitted, Houston County can efficiently support systematic PLC implementation and ongoing training for educators. Through PLCs, we aim to foster collaboration, data-driven decision-making, and continuous improvement in instructional practices. This waiver will enable us to tailor professional development programs to educators' needs, align them with student achievement data, and ultimately enhance student success.</p>
Employment, Conditions of Employment	§20-2-218	<p>Houston County School District seeks a waiver from certain provisions of §20-2-218 regarding duty-free lunch periods to optimize teacher schedules for improved student learning, student safety, and professional development. By redesigning master schedules, we aim to allocate time for collaborative planning sessions, ongoing professional development, and student support activities. This flexibility will empower teachers to implement innovative teaching practices tailored to student needs, enhancing the overall quality of education in our district. It will also allow scheduling that prioritizes student safety and supervision, which improves school climate.</p>
Professional Learning	§20-2-86	<p>Houston County School District seeks a waiver from §20-2-86 to review and revise school council procedures to align with student and stakeholder engagement initiatives and action plans outlined in the district's strategic plan.</p>
Media Programs	160-4-4-.01	<p>Houston County School District seeks a waiver from Georgia Code 160-4-4-.01 requiring a district media committee and multi-year media plans. Houston County School District operates as a districtwide professional learning community (PLC) with a guiding coalition at each school serving as the leadership team. Flexibility will allow principals and media specialists to use the guiding coalition to make recommendations and decisions regarding the media program. Waiving this law will also give flexibility on the makeup and function of the district media committee. Media programs will be focused on strategies to enhance student engagement, academic achievement, and achievement of school and district goals.</p>
Use of Guidance Counselor	160-4-8-.05	<p>Houston County School District seeks a waiver from the requirements outlined in §160-4-8-.05 to enhance our guidance counseling services and better meet the diverse needs of our students. By obtaining this waiver, we aim to implement innovative programs and practices aligned with the Student Competencies to promote student success in college, career, and life. Our proposed implementation includes developing a comprehensive counseling program with defined structures, utilizing student and school</p>

		data to set measurable outcome goals, and delivering services such as instruction, counseling, and crisis response based on the unique needs of each school's student population.
Personnel Required	160-5-1-.22	Houston County School District seeks a waiver from GA Code 160-5-1-.22 to allocate funding, resources, and personnel based on school and district needs with a focus on producing desired student achievement results as indicated in the district's strategic plan.

<b>Student Improvement Outcomes</b>		
<b>HUMAN RESOURCES FLEXIBILITY</b>		
Class-size and Reporting requirements	§20-2-182	Houston County School District is utilizing waivers related to class size and reporting requirements in §20-2-182 to optimize classroom environments for improved student learning outcomes. By adjusting class sizes based on instructional needs identified in assessment data, we aim to ensure that each student receives the individualized attention necessary for academic success. These waivers will lead to enhanced academic performance, increased graduation rates, and greater college and career readiness.
Certification Requirements	§20-2-200	Houston County School District seeks to improve student achievement and graduation rates by refining certification requirements as outlined in §20-2-200. These adjustments aim to attract qualified educators with diverse expertise, ensuring a rich learning experience for students. By having flexibility in the certification process, we anticipate reducing teacher vacancies and providing greater stability in classrooms. This strategic approach aligns with our goal of enhancing student outcomes, leading to increased proficiency on state assessments and higher graduation rates.
Certification Requirements	§20-2-201	Houston County School District requests a waiver from §20-2-201 to enhance professional development for certified personnel. We plan to customize training programs with regional agencies and online platforms, focusing on technology integration and personalized learning to improve student achievement and graduation rates. Evaluation will include ongoing assessment of student data and educator feedback.
Certification Requirements	§20-2-204	Houston County School District seeks a waiver from §20-2-204 to optimize staffing flexibility, leveraging the expertise of permitted personnel to enhance targeted support interventions for individual student needs. Anticipated outcomes include improved student engagement, academic achievement, and graduation rates, with ongoing evaluation through progress monitoring, teacher feedback, and assessment analysis.

Employment, Conditions of Employment	§20-2-218	Houston County School District seeks a waiver from §20-2-218 to optimize teacher planning and collaboration time, enhancing student learning outcomes. By allowing flexibility in scheduling duty-free lunch periods, we aim to implement structured professional learning communities focused on data analysis, instructional planning, school safety, school climate, and targeted interventions aligned with Georgia Milestones Assessments. Expected outcomes include improved instructional quality, student academic and behavioral performance, and graduation rates.
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**Financial Flexibility Rationale:**

Houston County School District strives to enhance organizational effectiveness through efficient fiscal management processes. Our district's pursuit of financial flexibility under the Strategic Waiver School Systems (SWSS) Contract is rooted in our mission to produce high achievement for all through continuous growth. Financial flexibility is essential for allocating resources strategically to areas with the highest impact on student learning, fostering equity by addressing the needs of diverse student populations, and supporting innovative educational practices. It allows for the agile reallocation of funds to respond to emerging challenges and opportunities, promoting an adaptive and responsive educational environment. By committing to fiscal responsibility, accountability, and transparency, financial flexibility ensures that our investments directly contribute to our overarching goal of enhancing educational outcomes for every student, ensuring that our financial decisions are always aligned with our mission, vision, values, and goals.

<b>FINANCIAL FLEXIBILITY</b>		<b>Implementation Details</b>
Categorical Allotment requirements	§20-2-167	Houston County School District is committed to ensuring that our students are college and career ready. We are seeking a waiver from certain requirements outlined in §20-2-167 to optimize the utilization of allocated funds for direct instructional costs, media center costs, and staff development costs to support innovative educational programs and practices tailored to the needs of our students and community. By waiving these expenditure controls, we will have the flexibility to allocate resources strategically, ensuring that our students receive the necessary support and opportunities to excel academically and professionally. Funds will be allocated to support actions outlined in the district's strategic plan.
Direct Classroom Expenditure Control	§20-2-171	Houston County School District aims to ensure effective utilization of resources to foster student success and meet the needs of our diverse learning community. By applying for

		<p>a waiver from §20-2-171, we seek flexibility in allocating funds to support innovative programs and practices that directly benefit student achievement and educational outcomes. Currently, the statutory requirement to allocate a minimum of 65 percent of total operating expenditures to direct classroom expenditures limits our ability to invest in initiatives aligned with our district's strategic priorities. By obtaining a waiver, we will be able to reallocate funds to expand vital support services, thereby enhancing the overall well-being and academic success of our students.</p>
<p>Categorical Allotment requirements</p>	<p>§20-2-186</p>	<p>Houston County School District seeks a waiver from §20-2-186 to enable flexible allocation of personnel and resources based on our strategic priorities and initiatives. This waiver will empower us to tailor staffing and resource allocation to specific school needs, supporting targeted intervention programs and specialized educational services. By deviating from rigid requirements, we can innovate and implement evidence-based practices that directly address student needs, ultimately enhancing education quality and effectiveness districtwide.</p>