

**160-5-1-.33 INVESTING IN EDUCATIONAL EXCELLENCE (IE2): LOCAL EDUCATION AGENCY CONTRACTS FOR FLEXIBILITY, AND ACCOUNTABILITY.**

**(1) PURPOSE.**

(a) The purpose of this rule is to allow LEAs to request increased flexibility from certain state laws, rules, and regulations in exchange for increased accountability and defined consequences through a contractual agreement with the State Board of Education under O.C.G.A. § 20-2-80.

**(2) DEFINITIONS.**

(a) **Accountability Measure** –performance measures and benchmarks for evaluating improvement and achievement and monitoring progress toward yearly performance goals.

(b) **Elementary and Secondary Education Act of 1965 (ESEA)** – the federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act has been reauthorized by Congress several times, most recently in 2001 as the No Child Left Behind Act.

(c) **Georgia Department of Education (GaDOE)** – 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.

(d) **Governor’s Office of Student Achievement (GOSA)** – the state agency mandated by state law to create a uniform performance-based accountability system for K-12 public schools that incorporates both state and federal mandates, including student and school performance standards. Additionally, GOSA is charged with the responsibility of publishing the State Report Card for schools and LEAs and to formulate a system of awards and consequences within the Single Statewide Accountability System.

(e) **High performing school** - a school that has made Adequate Yearly Progress (AYP) according to the Single Statewide Accountability System.

(f) **Local Educational Agency (LEA)** – local school system pursuant to local board of education control and management.

(g) **Single Statewide Accountability System (SSAS)** – a unified system by which all Georgia public schools are measured for accountability purposes as defined in federal law and O.C.G.A § 20-14-30 through O.C.G.A. § 20-14-41 and State Board of Education Rules, 160-7-1-.01 Single Statewide Accountability System, 160-7-1-.02 Accountability System Definitions, 160-7-1-.03 Accountability Profile, and 160-7-1-.04 Accountability System Awards and Consequences.

(h) **State Board of Education (SBOE)** – the constitutional authority which defines education policy for the public K-12 education agencies in Georgia.

(i) **Unforeseen Circumstance** - material changes to state or federal law or other unforeseen conditions as determined by the SBOE.

### **(3) REQUIREMENTS.**

#### **(a) General Requirements.**

1. The GaDOE shall develop guidance materials related to the accountability, flexibility, and consequences of the contract submission process.
2. The GaDOE shall develop the necessary guidelines which shall include among other things, a submission timeline. The GaDOE shall annually notify all LEAs regarding the dates for application, review and approval.
3. The GaDOE in consultation with GOSA shall establish a process and procedure for the review of all LEA contracts.
4. Except as otherwise provided in O.C.G.A. § 20-2-84.4, an LEA which has become a charter system pursuant to O.C.G.A. § 20-2-2063.2 or that is in the process of applying to become a charter system shall not be eligible to enter into a contract pursuant to this rule.

#### **(b) Contract Terms.**

1. Contract terms shall be negotiated between the LEA, the GaDOE and GOSA. Once the parties have agreed, the final contract may be subsequently adopted and executed by both the LEA and the SBOE.
2. All initial contracts shall be for a term of five (5) years. (O.C.G.A. § 20-2-83 (c))
3. The SBOE may, upon request of the LBOE, extend the contract if the LEA successfully meets the terms of the contract for at least three or more consecutive years. (O.C.G.A. § 20-2-84 (c))
4. An LEA seeking increased flexibility provisions shall complete an electronic contract template provided by the GaDOE in accordance with O.C.G.A. § 20-2-81 and guidance which shall include at least the following:
  - (i) Grade levels served for each school in the LEA;
  - (ii) Student demographic data for the LEA and each school;
  - (iii) Most current AYP results for the LEA and its schools, by subgroup;

(iv) School improvement plans and achievement goals for the LEA and each school by subgroup; and

(v) Specific accountability measures that will be used to monitor and evaluate the progress of the LEA and its schools for the term of the contract.

5. In exchange for the increased flexibility the LEA is requesting, the specific contract proposal must include accountability provisions (i.e., indicators and measures) that meet or exceed the accountability provisions established by the Elementary and Secondary Education Act of 1965 and the Georgia Single Statewide Accountability System.

6. An LEA with non-high performing schools at the initiation of the contract may participate but must provide indicators and measures as to how these non-high performing schools will achieve and exceed high performing school status within the five (5) year contract period. Indicators and measures for schools in this situation should focus on student-defined subgroups that will help propel the school into high performing status.

7. An LEA shall propose and negotiate with the GaDOE at least two (2) accountability measures for each school in the LEA that will participate in the flexibility contract. Additionally, the number of accountability measures must be proportional to the amount of flexibility being requested. Greater numbers of accountability measures will be required as the request for flexibility increases. The GaDOE and GOSA shall ensure that all accountability measures are appropriate to a school's academic and operational environment and that they are sufficiently rigorous. The LEA's contract must include at least one accountability measure from each of the following categories:

(i) Category 1 – student achievement measures must include at least one of the following:

(I) High school graduation rates;

(II) SAT or ACT performance;

(III) State standardized test data as defined in SBOE Rule 160-3-1-.07 Testing Programs – Student Assessment; or

(IV) Advanced Placement or International Baccalaureate participation and performance.

(ii) Category 2 – at least one accountability measure pursuant to O.C.G.A. § 20-14-30 through 20-14-41.

8. The flexibility component of the contract shall include the waiver or variance of at least one of the following areas:

(i) Class size requirements as provided in O.C.G.A. § 20-2-182 and State Board of Education Rule 160-5-1-.08;

(ii) Expenditure controls as provided in O.C.G.A. § 20-2-171 and also categorical allotment requirements in Article 6 of this chapter and State Board of Education Rule 160-5-1-.29;

(iii) Certification requirements as provided in O.C.G.A. § 20-2-200 and State Board of Education Rule 160-5-2-.50;

(iv) Salary schedule requirements as provided in O.C.G.A. § 20-2-212; and State Board of Education Rule 160-5-2-.05;

(v) Any other requirements or provisions of this chapter as identified by the LEA and approved by the SBOE except as provided in subsection (e) of O.C.G.A. § 20-2-82.

9. The consequences component of the contract shall adhere to the provisions of O.C.G.A. § 20-2-84 and O.C.G.A. § 20-2-84.1.

(i) If the LEA elects to convert schools to charter status as its consequence, then the LEA must specify an alternative consequence in its contract in the event the LEA cannot satisfy the requirements of O.C.G.A. § 20-2-2064 (a)(1) and (2).

10. All contract proposals received from the LEA and all contracts approved by the LBOE and submitted to the SBOE for approval must clearly state the following:

(i) The minimum number of accountability measures for each school;

(ii) The specific laws, rules, and/or policies the LEA is seeking to waive as provided in O.C.G.A. § 20-2-84 (b);

(iii) The specific consequences and sanctions for failure to meet the terms of the contract which shall also include the loss of governance provisions for schools that fail to meet the contract requirements; and

(iv) Any other provisions determined necessary to comply with federal and state laws, rules, regulations, guidelines or guidance by the GaDOE in consultation with GOSA.

11. The SBOE shall not be authorized to waive or approve variances on any federal, state, and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; the prevention of unlawful conduct; any laws relating to unlawful conduct in or near a public school; or any reporting requirements pursuant to O.C.G.A. § 20-2-320 or Chapter 14 of Title 20. A An LEA that has received a waiver or variance shall remain subject to the provisions of Part 3 of Article 2 of Chapter 14 of Title 20, the requirement that it shall not charge tuition or fees to its students except as may be authorized for LBOEs under O.C.G.A. § 20-2-133, and shall remain open to enrollment in the same manner as before the waiver request.

### **(c) Public Input and Transparency**

1. Before the LBOE approves the complete local plan for formal submission to the SBOE, the LEA must:

(i) Submit a letter of intent to the GaDOE that shall be accompanied by a LBOE resolution supporting the LEA's intent to pursue such contract;

(ii) Notify the public regarding the LEA's intent to seek such a contract with the state at a regularly scheduled LBOE meeting before local-state negotiations begin; and

(iii) Schedule and hold a public hearing for the purpose of providing an opportunity for full discussion and public input on the strategic plan and proposed contract, including formal, written comments or suggestions regarding the LEA's flexibility requests and performance goals and their impact on each school. The public hearing shall be advertised in a local newspaper of general circulation which shall be the same newspaper in which other legal announcements of the LBOE are advertised.

2. Public hearing notices shall be published on the LEA's web site for at least five consecutive calendar days prior to a scheduled hearing. Additionally, public hearing notices shall be published in accordance with the state's Open Meetings law (O.C.G.A. § 50-14-1).

3. The LEA's draft plan and the parts therein shall be made available to the general public. For those stakeholders that may not have access to the Internet, the LEA should make copies available upon request in accordance with the state's Open Records law (O.C.G.A § 50-18-70).

(i) If the plan or any parts of the plan are to be presented, discussed, or acted upon at a public hearing, the specific documents must be made available to the public at least five calendar days prior to the publicly announced meeting date.

4. Annual state progress reports required under section (e)(1)(iii) of this rule must be presented to the LEA's LBOE at a regularly scheduled public meeting and published on the LEA's Web site for the duration of the contract. For those stakeholders that may not have access to the Internet, the LEA should make copies available upon request in accordance with the state's Open Records law (O.C.G.A § 50-18-70).

5. In the event the LEA chooses to amend the terms of an existing contract or seek additional flexibility, the LEA shall:

(i) Submit a letter of intent to the GaDOE that shall be accompanied by a LBOE resolution supporting the LEA's intent to amend the existing contract; and

(ii) Schedule and hold a public hearing for the purpose of providing an opportunity for full discussion and public input on the strategic plan and proposed contract, including formal, written comments or suggestions regarding the LBOE's flexibility requests and performance goals and their impact on each school. The public hearing shall be advertised in a local newspaper of

general circulation which shall be the same newspaper in which other legal announcements of the LBOE are advertised.

**(d) Contract Procedures.**

1. Acceptable performance targets for each accountability measure shall be negotiated between the LEA, and the GaDOE in consultation with GOSA and be based on the state's data as produced and verified by the GaDOE and GOSA.

2. The GaDOE, in consultation with GOSA, shall make a recommendation to the SBOE on whether the proposed terms of the contract should be approved by the SBOE. (O.C.G.A. § 20-2-82 (c))

3. For a finalized contract to be in full effect, it must be approved by the both the LBOE and the SBOE.

4. The SBOE shall have final authority for the acceptance and approval of accountability measures, flexibility and consequences.

5. The terms of the contract may be amended only if warranted due to unforeseen circumstances determined by the SBOE and upon approval the SBOE and the LBOE. (O.C.G.A. 20-2-83 (d))

**(e) Monitoring and Support.**

1. As required in O.C.G.A § 20-2-84.2 (b), GOSA shall:

(i) Monitor each LEA and its schools annually with regards to their progress toward meeting the intermediate and five-year performance goals in its contract;

(ii) Notify the GaDOE if the LEA is not in compliance with those goals; and

(iii) Present annual written progress reports to the SBOE for each Investing in Educational Excellence contract.

2. The GaDOE shall provide support to the LEA for schools that are not high performing schools in accordance with the 160-7-1-.04 Accountability System Awards and Consequences.

**(f) Timeline for Intent to Participate.**

1. An LEA seeking a contract must follow the timelines established by the GaDOE in guidance.

2. No later than June 30, 2013, each LEA seeking a contract shall:

(i) Notify the GaDOE of its intent to either submit a contract for increased flexibility; or

(ii) Notify its constituents that it is opting for the status quo and will remain under all current laws, rules, regulations, policies, and procedures.

(I) Conduct a public hearing for the purpose of providing public notice that the LEA is opting for the status quo. The public hearing shall be advertised in a local newspaper of general circulation which shall be the same newspaper in which other legal announcements of the LBOE are advertised; and

(II) Sign a statement on a form provided by the SBOE that such LEA is opting for the status quo.

Authority O.G.C.A. § 20-2-80; 20-2-81; 20-2-82; 20-2-83; 20-2-84; 20-2-84.1; 20-2-84.2; 20-2-84.3; 20-2-84.4; 20-2-84.5; 20-2-84.6.

**Adopted: November 4, 2009**

**Effective: November 24, 2009**