

INDEX TO MINUTES
CALLED STATE BOARD OF EDUCATION
October 16, 2014

Roll Call 1

Call to Order 1

Action Items 1-2

Appendices

Appendix 1 - EAP – Gwinnett County School Board of Education Contract – Investing in Educational Excellence (IE2)

Appendix 2 - EAP - Rabun County School Board of Education Contract Amendment – Investing in Educational Excellence (IE2)

Appendix 3 - EAP – Start-Up Charters – New State Charter Schools

**MINUTES OF THE
CALLED STATE BOARD OF EDUCATION MEETING**

**Atlanta, Georgia
Helen O. Rice, Vice Chair**

**October 16, 2014
Dr. John Barge, Superintendent**

Call to Order

The State Board of Education met on Thursday, October 16, 2014, at 10 a.m. in Room 2070 Twin Towers East, State Board Room for a Called State Board Meeting.

Roll Call

Mr. Mike Royal	Mr. Scott Johnson	Mr. Kenneth Mason
Ms. Helen Odom Rice	Dr. Mary Sue Murray	Mr. Allen Rice
Ms. Lisa Kinnemore	Mr. Kevin Boyd	Mr. Larry Winter
Ms. Barbara Hampton	Mr. Brian Burdette	Mr. Mike Long
Dr. Sandra Reed		

Others present: Dr. Mike Buck, Dr. Martha Reichrath, Mr. Scott Austensen, Dr. Garry McGiboney, Mr. Bob Swiggum, Ms. Jennifer Hackemeyer, Mr. Lou Erste, Dr. Howard Hendley, Mr. Matt Cardoza, Ms. Martha Ann Todd (GOSA) and Mr. Sam Rauschenberg (GOSA).

ACTION ITEMS

(Please note that the items in their entirety, with backup material and attachments, can be found on the State Board of Education's E-Board website, October 16, 2014 Called State Board Meeting.)

On October 16, 2014, at 10:00 a.m. by motion of Ms. Lisa Kinnemore and a second by Mr. Mike Long, a unanimous affirmative vote was given to approve the agenda for the October 16, 2014 Called State Board Meeting.

The Board did not enter into Executive Session.

AGENDA

1. **EAP – Gwinnett County School Board of Education Contract – Investing in Educational Excellence (IE2).** The State Board of Education authorized the State School Superintendent to enter into an IE2 Partnership contract with the Gwinnett County Board of Education beginning July 1, 2015. Motion was made by Mr. Mike Long and seconded by Mr. Brian Burdette. The recommendation was unanimously passed by those present. (Appendix 1)
 2. **EAP - Rabun County School Board of Education Contract Amendment – Investing in Educational Excellence (IE2).** The State Board of Education authorized the State School Superintendent to amend the IE2 Partnership contract with the Rabun County Board of Education. Mr. Brian Burdette made a motion, and a second by Mr. Allen Rice. The recommendation was unanimously passed by those present. (Appendix 2)
 3. **EAP – Start-Up Charters – New State Charter Schools.** The State Board of Education authorized the State School Superintendent to affirm the State Charter Schools Commission’s (SCSC) granting of new charters to the three state charter schools listed on the attached Appendix 3. Mr. Brian Burdette made a motion to approve, and a second was made by Mr. Kenneth Mason. The recommendation was unanimously passed by those present. (Appendix 3)
-

Adjournment

At 10:42 a.m., by motion of Mr. Kevin Boyd and a second by Mr. Scott Johnson, an affirmative vote was given to adjourn the Called State Board meeting.

Next Scheduled Meeting of the State Board

The next State Board Meeting is scheduled for Thursday, November 6, 2014.

Submitted by:
Debbie Caputo
Recording Secretary

IE² Partnership Contract

Come now the Gwinnett County Board of Education (Local Board) and the State Board of Education (State Board) and enter into this contract (the Contract) on the ____ day of _____ 2014.

WHEREAS, pursuant to O.C.G.A. § 20-2-81, the Local Board has developed a five-year strategic plan (Strategic Plan), attached hereto as Exhibit A, for improving the performance of its schools;

WHEREAS, the Local Board has proposed a Contract reflecting its Strategic Plan for each of its schools including components for accountability, flexibility, and consequences as contemplated by state law;

WHEREAS, the Local Board has provided the Georgia Department of Education (GaDOE) with current performance and demographic data for each of its schools;

WHEREAS, the Local Board has proposed a performance template for each of its elementary, middle and high schools (School Plans);

WHEREAS, the Local Board has held a public hearing on August 21, 2014, as provided by state law; and

WHEREAS, pursuant to O.C.G.A. § 20-2-82, the Local Board has entered into negotiations with the GaDOE in consultation with the Governor's Office of Student Achievement (GOSA) concerning its contract.

NOW, THEREFORE, in consideration of the promises, benefits and duties contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Local Board. The Local Board agrees that, in exchange for the flexibility outlined in Exhibit B, it will achieve the accountability goals detailed in Exhibit C. The accountability goals for each school will also be reflected in the attached individual School Plans: Exhibit E for elementary schools; Exhibit F for middle schools and Exhibit G for high schools. The Local Board further agrees that if a school fails to meet its accountability goals as set forth in Exhibit C, the Local Board will implement no later than the date specified herein the consequences outlined in Exhibit D. The Local Board further agrees to cooperate with GOSA as it monitors the performance of the schools under its jurisdiction.
2. Governor's Office of Student Achievement (GOSA). In accordance with state law, GOSA will monitor each of the Local Board's schools with regard to its progress toward meeting its intermediate and five-year academic accountability goal as outlined in Exhibit C. Schools meeting the equivalent of three years' of targeted improvement as outlined in Exhibits C, E, F and G, will be deemed as meeting the accountability requirements of this Contract. If any district school is not in compliance with this goal, then GOSA will

notify the State Board and the GaDOE accordingly. Additionally, GOSA will monitor district performance on the operational accountability goals as outlined in Exhibit C. If the school district is not in compliance with these goals, then GOSA will notify the State Board and the GaDOE accordingly.

Because of the need to establish school baseline data based upon Georgia's new assessment system, GOSA will work with Local Board staff to develop CCRPI targets for each school using the accountability metrics detailed in Exhibit C following receipt by GOSA of school-level CCRPI without Challenge Points from the GaDOE. Local Board will then provide to the GaDOE updated Exhibits E, F and G reflecting the appropriate targets for each school and these Exhibits shall be automatically amended into the contract, replacing the earlier Exhibits.

3. Georgia Department of Education (GaDOE). The GaDOE shall provide support to the Local Board's schools that are not high-performing in accordance with State Board Rule 160-7-1-.04 Accountability System Awards and Consequences.
4. Term of Contract. This Contract will be based upon a term of five (5) years of performance accountability allowing seven years of district flexibility for the purpose of setting school benchmarks initially and then again to allow GOSA to finalize Year Five performance results, since CCRPI data for Year Five will not be available until the following year. The additional year at the end of the contract also ensures the implementation of consequences.
5. Contract Extensions. This Contract may be extended on an annual basis beyond the Initial Term if the Local Board successfully meets the terms of the Contract for at least three or more years as determined by the State Board.

6. Contract Renewal. Prior to the end of the Contract Term, the Contract may be amended and renewed for up to five additional years. Renewal is conditional upon a Local Board's satisfactory compliance with the terms of this Contract as determined by the State Board.
7. Amendments. No amendment, change, or modification to this Contract will be binding upon the parties unless such amendment, change, or modification is made in writing as an amendment to this Contract and duly executed by all parties. In accordance with state law, the terms of this Contract may be amended only due to unforeseen circumstances as determined by the State Board of Education or as otherwise permitted by law.
8. Incorporation of Documents. The Local Board has adopted a Strategic Plan, Exhibit A. The flexibility, accountability and consequences components of this contract are outlined in Exhibits B, C and D. For each school under the direct jurisdiction of the Local Board, except for charter schools, a School Plan has been provided as Exhibits E, F, and G. Exhibits A, B, C, D, E, F, and G are hereby each incorporated by reference into this contract. In the event of any inconsistency or conflict concerning any provisions of the Contract including exhibits, any such inconsistency or conflict shall be resolved as follows:
 - (a) First, by giving preference to the terms of the Contract (without exhibits);
 - (b) Second, by giving preference to Exhibits B, C, and D;
 - (c) Third, by giving preference to Exhibits E, F and G; and
 - (d) Fourth, by giving preference to Exhibit A.
9. Termination. The State Board may terminate this contract upon ninety (90) days written notice to the other party for reasonable cause. This Contract shall terminate automatically upon execution by all parties of a new partnership contract.

10. Authority. Each party represents and warrants that it has the authority to enter into this Contract and that its governing body has authorized, by proper action, the execution and delivery of the Contract. Each party represents that there is no litigation or proceeding pending or, to its knowledge, threatened against it having a material adverse effect on the right of the party to execute this Contract or the ability of the party to comply with any of its obligations under this Contract.
11. Venue and Governing Law. Any action brought by one party to this Contract against the other party shall be brought in the Superior Court of Fulton County and this Agreement will be governed by and construed in accordance with Georgia law.
12. Headings. The headings in this Contract have been inserted for convenience of reference and shall not affect, expand, or restrict the terms or conditions hereof.
13. Waiver. No party will be deemed to have waived any provisions of the Contract unless such waiver is made explicit in writing and signed by the party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing
14. Waiver of Law and Rule – Notwithstanding any provision to the contrary, this contract shall not be construed to waive or approve variances of any federal, state and local rules, regulations, court orders, and statutes as provided by O.C.G.A. § 20-2-82(e).
15. Assignment. This Contract shall not be assigned or transferred unless consented to in writing by the State Board.
16. Notices. Any notice to be made by either party to the other shall be sufficiently made if delivered in hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the address set forth below or such other address as a party may designate by notice hereto.

17. Annual Review. Local Board staff will work cooperatively with GOSA in consultation with the GaDOE in monitoring of the accountability portion of this contract. Monitoring will include evaluating each school's progress toward meeting its performance accountability goals. Significant changes in student populations will be considered by GOSA at the end of the contract year and may initiate the review of subsequent performance goals. Further, GOSA may adopt a policy allowing for a second look at school performance to inform its evaluation.
18. Consequences. Should one or more schools or the school district subject to this contract be deemed out of compliance by GOSA and the State Board as provided by law or rule, the Local Board agrees to adopt or implement in a timely manner the appropriate consequence(s) as outlined on Exhibit D. "In a timely manner" means before June 30, 2022, unless the contract is extended or renewed.
19. Effective Dates for Contract Provisions. This contract shall become effective on July 1, 2015 and, unless extended or renewed, will end on June 30, 2022. However, the performance accountability provisions of this contract will become effective July 1, 2016 and end on June 30, 2021.
20. Time. Time is of the essence for this Contract.
21. Execution in Counterparts. This Contract may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

22. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this agreement.

FOR DEPARTMENT:

Attention: Garry McGiboney
Deputy Superintendent for Policy and External Affairs
Georgia Department of Education
205 Jesse Hill Jr. Drive,
2053 Twin Towers East
Atlanta, Georgia 30334

Phone: 404-657-2965
Fax: 404-656-0966

FOR the LOCAL EDUCATIONAL AGENCY:

Dan Seckinger, 2014 Chairman
Gwinnett County Board of Education
437 Old Peachtree Road, NW
Suwanee, GA 30024
Phone: 678-301-6040
Fax: 678-301-6030

J. Alvin Wilbanks, CEO/Superintendent
Gwinnett County Public Schools
437 Old Peachtree Road, NW
Suwanee, GA 30024
Phone: 678-301-6010
Fax: 678-301-6030

IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities below as of the day and year indicated.

GEORGIA DEPARTMENT OF EDUCATION

Helen Odom Rice, Chairperson, State Board of Education

John D. Barge, State Superintendent of Schools

PUBLIC SCHOOL DISTRICT

Dan Seckinger, 2014 Chairman, Gwinnett County Board of Education

J. Alvin Wilbanks, CEO/Superintendent, Gwinnett County Public Schools

Table of Exhibits – Gwinnett IE2 Contract 2014

Exhibit A – Strategic Plan

Exhibit B – Flexibility Component of Contract

Exhibit C – Accountability Component of Contract

Exhibit D – Consequences Component of Contract

Exhibit E – School Plans for Elementary Schools

Exhibit F – School Plans for Middle Schools

Exhibit G – School Plans for High Schools

CONTRACT AMENDMENT # 1**STATE OF GEORGIA****COUNTY OF FULTON**

This amendment hereinafter referred to as "Amendment # 1" is made and entered into this ___ day of ___ in the year 2014 by and between the State Board of Education, legally empowered to contract on behalf of the Georgia Department of Education, hereinafter referred to as the "Department," and Rabun County Board of Education, hereinafter referred to as the "Local Board."

WHEREAS, the Department and the Local Board entered into a contract on or about July, 26, 2011, hereinafter referred to as the "Contract," for the purpose of increasing student achievement; and

WHEREAS, for each school operated by the Local Board, the Contract contained specific accountability measures detailed in individual School Plans; and

WHEREAS, the Local Board has closed two schools and opened one new school since the signing of the Contract and proposes to amend the Contract to reflect these school changes; and

WHEREAS, in 2013-14, the Local Board closed Rabun Gap Community School and South Rabun Elementary School and opened Rabun Primary School to replace both schools; and

WHEREAS, Rabun Gap Community School and South Rabun Elementary School met their performance targets for the first two years of the Contract; and

Amendment No.1

WHEREAS, a process for the development of baseline data and annual performance goals for Rabun Primary School, hereinafter the "New School," has been established by the Governor's Office of Student Achievement ("GOSA") for the balance of the Contract and these performance goals are detailed in the Contract Amendment; and

WHEREAS, the Local Board has developed an individual School Plan for the New School, as appropriate, based upon these performance goals; and

WHEREAS, the parties could not reasonably foresee these specific school changes or predict the impact of these changes upon the accountability measures identified in the original School Plans; and

WHEREAS, the accountability measures identified for Rabun County High School detailed in the original Contract were predicated upon the Math I EOCT; and

WHEREAS, the parties could not reasonably foresee that the State Board of Education would phase out the Math I EOCT; and

WHEREAS, the parties could not reasonably foresee this assessment change or predict the impact of this change upon the accountability measures identified in the original School Plan for Rabun County High School; and

WHEREAS, the Local Board has solicited input from the community about these changes through a public hearing held on August 18, 2014;

Amendment No.:1

NOW THEREFORE, the parties hereto mutually agree to amend the Contract as follows, effective upon execution of signatures:

1. The parties agree that, in exchange for Local Board's implementation of the performance goals for the New School as detailed in its Individual School Plan, which is attached hereto as Attachment A and hereby incorporated by reference, the Department will delete from the Contract the School Plans for the two closed elementary schools and substitute in lieu thereof the New School and its individual School Plan to the Contract.
2. The parties also agree to strike from page 12 of the Contract under High Schools, Paragraph 3. Accountability Component of the School Plans the following language:

~~“Increase the percent Exceeds in Mathematics for AYP subgroups in High School (Grades 9-12) on the End-Of-Course-Test (ECOT) for Math I”~~

and insert a new paragraph in lieu thereof to read as follows:

“The parties agree to measure the accountability for high school performance targets based on student growth percentiles (SGPs) for the math EOCTs as included in the progress score of the College and Career Ready Performance Index (CCRPI). Each year by subgroup, the percentage of students who exhibit typical or high growth at Rabun County High School must meet or exceed the state average of students who exhibit typical or high growth.”

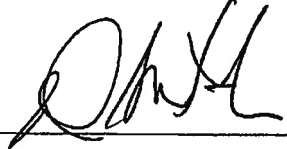
3. The parties agree to substitute the School Plan for Rabun County High School, attached hereto as Attachment B, for the individual School Plan for Rabun County High School identified as part of Attachment A and incorporated by reference in the original Contract.
4. The parties further agree that Attachment B of the initial contract shall be updated to reflect the changes outlined in this contract amendment and a new Rabun County Schools IE2 Accountability Measures, attached hereto as Attachment C, shall be substituted therefore.

Amendment No.:1

Except as amended herein, and in Amendment # 1, all other terms and conditions of the Contract, and subsequent amendments to the Contract, if any, shall remain in full force and effect.

RABUN COUNTY BOARD OF EDUCATION


GEORGIA DEPARTMENT OF EDUCATION

By:  _____

By: _____

J. David Smith, Chairperson
Rabun County Board of Education

Helen C. Rice, Chairperson
State Board of Education

By:  _____

By: _____

Superintendent
Rabun County Board of Education

John D. Barge, Ed.D
State School Superintendent

Date: _____

Date: _____

State Charter Schools Commission of Georgia

Summary of SCSC Petition Approvals on September 24, 2014

School: Cirrus Charter Academy **Attendance Zone:** Statewide (located in Bibb County) **Grade Levels:** K-12

Essential and Innovative Features:

Cirrus Academy Charter School's design is founded on the theory of multiple intelligences and established curricular pathways in Science, Technology, Engineering, Math, and the Arts (STEM + Arts). The school will offer a comprehensive education program that equally emphasizes academic and artistic excellence. Beyond the required core courses within each academic area, students will participate in a science and technology based curriculum where they will explore creative and performing arts classes, such as: ballet, visual arts, French, instrumental music, creative writing, science, and vocal music. At the end of the 5th grade, each student selects a major in the creative arts, performing arts, science, writing, or language. In grades 9-12, students will take courses in STEM (Science, Technology, Engineering, Math) + Arts (select electives) along with all courses required for graduation.

School: Du Bois Integrity Academy **Attendance Zone:** Clayton County **Grade Levels:** K-5

Essential and Innovative Features:

Du Bois Integrity Academy's academic program has two pillars that support substantial achievement improvement and they are: STEM (Science, Technology, Engineering and Math) combined with Blended Learning (Instructional and Progress Monitoring Technology Integration and Highly Effective Teachers). Du Bois Integrity Academy will implement a personalized learning plan for every student based on ongoing student progress monitoring, diagnostic and achievement growth while exponentially guiding students through data monitoring and e-learning to higher achievement and proficiency levels.

School: Scintilla Charter Academy **Attendance Zone:** Lowndes County and Valdosta City **Grade Levels:** K-5

Essential and Innovative Features:

Scintilla Charter Academy will guide locally underserved and underperforming students in reaching their educational potential and becoming contributing citizens and expose them to aspects of the community that expand their life experience by utilizing research-based programs such as Project-Based Learning (PBL) and Service Learning (SL). SCA will also emphasize collaborative teaching across subjects, with subject-specific teachers from first grade upwards, as well as integrate looping, foreign language, keyboarding, elective co-teaching, extended school-day, and technology into the design of the school. Additionally, a set of Scintilla Essentials will be adopted school-wide, creating a cultural environment of intrinsic motivation, helpfulness, problem solving and connection. The Scintilla Essentials will be explained, modeled, and practiced in detail on a daily basis and in a Sparks 101 orientation before school starts each year. Students will interact across grades in six Houses that are compiled of all grade levels, ethnicities, and academic standings.