

Conversion Charter Petition Cover Pages

This form is for use by an existing public school seeking to convert to a charter school. Applicants must attach these petition cover pages (pages 4 to 15 of the application) to the front of the petition.

Part I. Charter School Information

Check one: New Petition Renewal Petition

Name of Proposed Charter School Morgan County Charter High School

Local School System Morgan County Schools

School address 1231 College Drive Madison, Georgia 30650

School contact person Dr. Mark Wilson Principal
Name Title

Address of school contact 1231 College Drive Madison, Georgia 30650

Telephone number of school contact (706) 342-2336

Fax number of school contact (706) 342-5046

E-mail address of school contact mark.wilson@morgan.k12.ga.us

Grade Levels Served 9-12

Ages Served 14 – 18

Proposed Opening/Renewal Date July 1, 2008

Proposed Charter Term July 1, 2008 – June 30, 2018

For each year of the proposed charter term, please indicate in the table below the number of pupils the charter school plans to serve.

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Yr 1										258	249	269	220	996
Yr 2										265	255	276	225	1021
Yr 3										272	262	282	230	1046
Yr 4										279	268	289	236	1072
Yr 5										286	275	296	242	1099
Yr 6										293	282	303	248	1126
Yr 7										300	289	311	254	1154
Yr 8										308	296	319	260	1183
Yr 9										315	303	327	267	1212
Yr 10										323	310	335	274	1242

Is this school currently in, or has it ever been, in Needs Improvement status under

NCLB?

X No

Yes

If so, when? _____

Part II. Assurances and Signatures

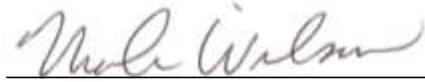
1. This petition has been agreed to, by secret ballot, by a majority of the faculty and instructional staff members at a meeting called with two weeks' advance notice during which time a complete petition draft was available for review.

Date of Vote October 4, 2007

Total Number of Faculty and Instructional Staff 65

Number Approving 62 Percent Approving 95.4

Number Disapproving 3 Percent Disapproving 4.6



Principal's Signature

October 8, 2007

Date

1. This petition has been agreed to, by secret ballot, by a majority of the parents or guardians of the students enrolled in the school who were present at a meeting called for the purpose of deciding whether to submit the petition. Two weeks' advance notice of the meeting was published during which time a complete petition draft was available for review.

Date of Meetings September 10 and October 1, 2007

Total Number of Parents Attending Meeting 61

Number Approving 59 Percent Approving 96.6

Number Disapproving 2 Percent Disapproving 3.4

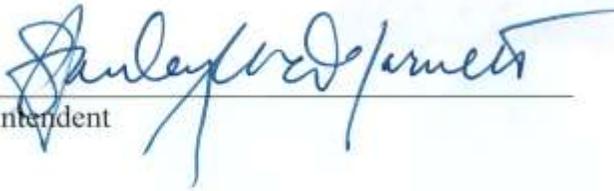


Principal's Signature

October 8, 2007

Date

3. This charter petition was approved by the Morgan County Board of Education on October 15, 2007. Revisions were approved on March 24, 2008.



Superintendent

3/24/08

Date

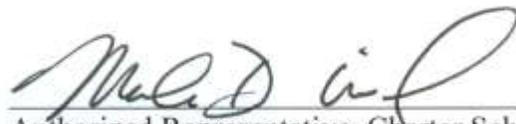


Chair, Local Board of Education

3/24/08

Date

4. Petitioner(s) assure(s) that the proposed charter school programs, services, and activities will operate in accordance with the terms of the Charter and all applicable federal, state, and local laws, rules, and regulations.



Authorized Representative, Charter School

3/24/08

Date

Part III. Executive Summary

Basic Information

Charter School Name: Morgan County Charter High School

Type: Conversion

Approved by the Morgan County Board of Education on October 15, 2007.

Mission

The mission of Morgan County High School is to provide meaningful and diverse learning opportunities to prepare our students to meet the challenges of our ever-changing world as lifelong learners and contributing members of society. Continuing its tradition of excellence, MCHS strives to elevate instructional rigor and relevance, to inspire a global perspective, and to increase expectations for student achievement. Students, faculty, administrators, and parents demonstrate the beliefs that all students can learn; school can provide a safe and supportive environment; learning is enhanced by positive relationships between all stakeholders; and every student deserves personalized instruction as a gateway to post-secondary opportunities. Our mission, beliefs and daily practices support the intent of the Charter School Act to “increase student achievement through academic and organizational innovation.” This charter will enable Morgan County High School to prepare students to embrace the global challenges in the twenty-first century.

Academic Program

The focus of the curriculum is preparation of every student towards successful transition from high school to postsecondary and workplace options. The school utilizes small learning communities designed to meet the specific curricular, instructional, cultural, and social needs of individual students. These small learning communities are centered in the concept of providing rigor, relevance and relationships to all students in all communities. Equity in access to meaningful curriculum and instruction is the bedrock of our foundation.

To meet the needs of our students the faculty and administration share the development of new programs after reviewing test data, surveying results, and identifying areas of student needs. Innovative programs recently added include: the International Baccalaureate Diploma program, increased Advanced Placement Offerings, a Freshman Academy, a Math/Science Academy, Morgan County Middle College, a Teacher-as-Advisor program, Community-based Learning, and Rigorously Educating Athletes Daily, an after-school tutorial program. These programs provide the structure to increase rigor and relevance while promoting the development of meaningful relationships.

The goals of our charter are:

- I. Accelerate student achievement by maximizing the flexibility that exists in charter legislation.
- II. Establish an innovative, after-school program available to all students to improve student achievement by providing a safe, nurturing environment

III. Increase student achievement through a support program of teacher professional development in effective instructional and assessment practices

Organization

Morgan County High School has a rich tradition of excellence. The majority of former students received a quality education and became productive citizens. However, the dropout rate was higher than acceptable and not all students took advantage of the opportunities offered. Continuing on the same path would garner the same results. Therefore, innovative restructuring was necessary to increase student achievement and learning. This restructuring was achieved collaboratively by the Leadership Team of content area department chairs, administrators, counselors and parents who attended several strategic planning retreats.

Initially, the Leadership Team identified factors that were limiting the student achievement, such as “leveled” courses, a traditional 4X4 block schedule, and limited access to advanced courses. Our initial efforts were to:

- “un-level” courses (e.g. Tech Prep English) so that all core academic courses were college prep level,
- to modify the schedule to provide necessary flexibility and opportunities for students to receive a personalized education,
- and to begin increasing the number of advanced courses available to all. Advanced placement courses are now offered in 9th, 10th, 11th, and 12th grades; International Baccalaureate courses are offered in 11th and 12th.

Our restructured school features a Freshman Academy, a 10th grade which continues the interdisciplinary team approach of the 9th grade, and small learning communities in 11th and 12th grades. Underclassmen take foreign language so that all program options are still available to them when selecting a focused community in the 11th grade. In addition, Morgan County Middle College provides credit recovery and a second chance for those who have gotten off track. Advisory and Enrichment periods built into the schedule support student achievement all four years.

Currently, Morgan County High School and Morgan County Middle School work in partnership with the Georgia Department of Education as part of the School Improvement Secondary Redesign Project. Through this project Morgan County teachers and administrators work to innovate and implement best practices that lead to increased student achievement and improved graduation rates. Our redesign initiative provides the framework on which to construct innovative curricular and instructional programs and the support mechanisms to ensure student success. Vertical teaming and collaborative planning between the schools ensures a common understanding of the expectations and needs of students as they transition from middle to high and from high to postsecondary education or the workforce.

Part IV. Conversion Charter School Checklist

Requirements for a Charter School Petition Submitted by an Existing Public School Converting to a Charter School O.C.G.A. § 20-2-2063 and State Board Rule 160-4-9-.04 CHARTER SCHOOLS

Conversion charter petitions must address each of the following requirements. Applicants should fill in the page number(s) at which the charter petition addresses each requirement.

CHARTER SCHOOL/PETITIONER INFORMATION

1. Page 13 Provide the name under which the charter school will operate.
2. Page 13 Provide the name of the primary contact for the petitioner.
3. Page 13 Provide the name of the school representative authorized to execute the charter contract.
4. Page 13 List the proposed grade levels and ages of students to be served by the charter school.
5. Page 13 State the proposed duration of the school's charter.

STATEMENT OF MISSION

6. Page 13 Describe the charter school's mission.
7. Pages 14-15 Describe how the charter school's mission supports the legislative intent to "increase student achievement through academic and organizational innovation."
8. Pages 15-16 Describe the autonomy that the conversion school shall have from the local school system. This statement may include, among other things, a description of how financial resources will be managed; how human resources will be managed and personnel evaluated; the extent to which parents, community members, and other stakeholders will participate in the governance of the school; and any other innovative practices the school intends to implement.
9. Pages 16-17 Describe any policies, procedures, and practices that will materially distinguish the conversion school from the school's pre-conversion model.

DESCRIPTION OF THE EDUCATIONAL PROGRAM

10. Pages 17-25 Describe the focus of the curriculum.
11. Pages 17-25 Describe the instructional methods to be used in the charter school, including any distinctive or unique instructional techniques or educational programs.

12. Page 25 Describe the anticipated teacher-to-student ratio and the rationale for maintaining this ratio.
13. Pages 25-26 Describe the students the charter school will serve, including students with special needs and disabilities.
14. Page 26 Describe how the charter school will meet the needs of students identified as gifted and talented.
15. Page 26 Describe any extracurricular or other auxiliary educational activities the charter school may offer.
16. Page 26-30 If this is a charter high school, describe how the charter high school will determine that a student has satisfied the requirements for high school graduation, including the credits or units to be earned and the completion credentials to be awarded.

STATE AND FEDERALLY MANDATED SERVICES

17. Page 30 For students with disabilities, describe how the charter school will provide state- and federally mandated services.
18. Page 30 For English Language Learners (ESOL), describe how the charter school will provide state- and federally mandated services.
19. Page 30 State that the charter school shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.
20. Page N/A Describe how the charter school will provide supplemental educational services in required cases pursuant to SBOE Rule 160-4-5-.03 and NCLB.
21. Page 30 Describe how the charter school will provide remediation in required cases pursuant to SBOE Rule 160-4-5-.01 and NCLB.

GOALS AND OBJECTIVES

22. Page 30-34 List the school's performance-based goals and measurable objectives and describe how these goals and objectives are in the public interest and shall result in improvement of student achievement.

WAIVERS

23. Page 34 State whether the charter school will utilize the broad flexibility from law, rule, and regulation permitted by O.C.G.A. § 20-2-2065(a).
24. Page 34 If the school *will* utilize this flexibility, state that the charter school will comply with all the requirements of the Single Statewide Accountability System and will meet or exceed the performance-based goals included in the charter.
25. Page N/A If the school *will NOT* utilize this flexibility, list the specific waivers requested and the rationale for each. Describe further how each waiver will help the school meet or exceed the performance-based goals included in its charter.

DESCRIPTION OF ASSESSMENT METHODS

26. Page 34 Describe the charter school's assessment plan to obtain student performance data for each student.
27. Page 35 Explain how the charter school will work with the local school system to participate in all state-mandated assessments.
28. Page 35 Describe how the charter school's assessment plan will measure student improvement and over what period of time.
29. Page 35 Describe how the charter school intends to use this assessment data to monitor and improve achievement for students.
30. Page 35 State that the charter school will not waive the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements.

DESCRIPTION OF SCHOOL OPERATIONS

31. Page 35 Describe the attendance zone for the charter school.
32. Page 35 Describe the rules and procedures that will govern the admission of students to the charter school.
33. Page N/A Describe or attach a copy of any admissions application the charter school proposes to use.
34. Page 36 Describe whether the charter school will use any enrollment priorities pursuant to O.C.G.A. § 20-2-2066(a)(1).
35. Page 36 Describe the steps that will be taken to reach students representative of the racial and socioeconomic diversity in the community.
36. Page 36 Describe the charter school's plan for recruiting students and for maintaining/increasing enrollment.
37. Page 36 Describe the rules and procedures concerning student discipline and student dismissal (including code of conduct and student due process procedures).
38. Page 36-37 Describe the rules and procedures concerning how the school will address grievances and complaints from students, parents, and teachers.
39. Page 37-38 Generally describe the charter school's employment procedures and policies.

40. Page 37-38 Specifically, state whether certification by the Georgia Professional Standards Commission (GAPSC) will be required.
41. Page 37-38 If certification by the GAPSC is *not* required, describe the training and experience that will be required.
42. Page 37-38 If certification by the GAPSC is *not* required, describe the charter school's procedure for determining whether a teacher has demonstrated competency in the subject area(s) in which he/she will teach as required by NCLB.
43. Page 37-38 Describe whether the charter school will use the state salary schedule, and if another schedule will be used, provide that schedule.
44. Page 38 Describe the charter school's procedures to ensure that staff members are subject to fingerprinting and background checks.
45. Page 38-41 Describe the charter school's insurance coverage, including the terms and conditions and coverage amounts thereof.
46. Page 42 Describe whether transportation services will be provided and, if so, provide a brief description of the transportation program for the school.
47. Page 42 If transportation services *are* provided, state that the transportation program will comply with applicable law.
48. Page N/A If transportation services *are not* provided, describe how this will not be a barrier to eligible students to attend school.
49. Page 42 Describe whether food services will be provided (including participation in federal school meal programs).
50. Page 42 If food services *will* be provided, briefly describe the proposed program.

FACILITIES

51. Page 42 Describe the school facility to be used and its location.
52. Page 42 Provide a Certificate of Occupancy, or a timeline for obtaining a Certificate of Occupancy, prior to students occupying the proposed facility.
53. Page 43-48 Provide the school's emergency safety plan, or in the alternative an assurance that the charter school will prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and will submit and obtain approval of that plan from the Georgia Emergency Management Agency by a specified date.

PARENT AND COMMUNITY INVOLVEMENT

54. Page 48 Describe how parents, community members, and other interested parties were involved in developing the petition.
55. Page 48-49 Describe how parents, community members, and other interested parties will be involved in the school.

DEMONSTRATION OF FISCAL FEASIBILITY AND CONTROLS

56. Page 49 Describe the level of autonomy the charter school will have over budgets and expenditures.
57. Page 49 State that the charter school will be subject to an annual financial audit either by an independent Georgia-licensed certified public accountant or by the State Auditor.
58. Page 49-50 Describe how the school's enrollment count will be determined for purposes of calculating charter school funding pursuant to O.C.G.A. § 20-2-2068.1(c).
59. Page 50 Provide a proposed timeline as to when the charter school will begin to receive state and local funding from the local board in order to begin operation.
60. Page 50 Provide a statement that the charter school will comply with the federal monitoring requirements for schools receiving federal funds.
61. Page 50-51 Describe the plans, if any, for securing other sources of funding, including funding from corporations, individuals, foundations, philanthropic groups, or any other source.

DESCRIPTION OF GOVERNANCE STRUCTURE

62. Page 51 State whether the charter school will utilize a governing board, or a local school council as provided for in O.C.G.A. § 20-2-85.
63. Page N/A If the charter school will use a board other than a local school council, state that it will be subject to the provisions of O.C.G.A. § 50-14-1 *et seq.* (Open and Public Meetings) and O.C.G.A. § 50-18-70 *et seq.* (Inspection of Public Records).
64. Page N/A If the charter school will utilize a governing board, describe the board's function, duties, and composition.
65. Page N/A Describe how and when governing board members will be selected, how long each governing board member will serve, and how governing board members may be removed from office.
66. Page N/A Describe how the governing board will ensure that current and future board members avoid conflicts of interest.
67. Page N/A Describe the governing board's role in upholding the school's mission and vision.
68. Page N/A Describe how the governing board will appraise the principal's performance.
69. Page N/A Describe how the governing board will ensure effective organizational planning and financial stability.
70. Page N/A Describe the governing board's role in resolving teacher, parent, and student grievances and other conflicts.
71. Page N/A State that the governing board shall be subject to the control and management of the local board.
72. Page N/A Describe how parents, community members, or other interested parties will be involved in the charter school's governing board.

73. Page 51 List any proposed business arrangements or partnerships with existing schools, educational programs, businesses, or nonprofit organizations and disclose any potential conflicts of interest.
74. Page 51 Describe the method that the local board and the charter school plan to utilize for resolving conflicts.
75. Page 51 State if the charter school intends to contract, or has contracted for, the services of a for-profit entity or any other educational management agency.

STATEMENT ON ANNUAL REPORT

76. Page 51 Provide a statement acknowledging that the charter school shall, by October 1, submit an annual report that includes all State-mandated assessment and accountability scores and complies with all requirements set out in O.C.G.A. § 20-2-2067.1(c)(1)-(6).

REQUIRED ATTACHMENTS/APPENDICES

77. Page 64-67 Attach the charter school's proposed annual calendar and a draft of the charter school's daily school schedule.
78. Page N/A Attach a copy of any intended contracts for the provision of educational management services or the provision of supplemental educational services and remediation.

HIGH SCHOOL CLUSTER CHARTER PETITION

**** Complete this section only if the petition seeks to create a cluster charter by converting to charter schools, through a single petition, a public high school and all of the public middle and public elementary schools which contain students who matriculate to such high school.***

79. Page _____ Describe the rationale for petitioning as a high school cluster, such as consistency of academic calendar or educational approach.
80. Page _____ Describe how each school shall be held accountable for performance goals stated in the charter including Adequate Yearly Progress (AYP).
81. Page _____ Describe how the high school cluster as a whole shall be held accountable for performance goals stated in the charter.

CHARTER SCHOOL/PETITIONER INFORMATION

1. The name of the charter school will be Morgan County Charter High School.
2. The primary contact is Mr. Mark Wilson, principal
3. The school representative authorized to execute the charter contract is Dr. Mark Wilson.
4. Morgan County High School is 9-12 school with a current total of 1018 students for the 2007-2008 school year. Current enrollment by grades:
 - 9th grade = 261
 - 10th grade = 257
 - 11th grade = 279
 - 12th grade = 221
5. The proposed duration of the charter is ten years from beginning July 1, 2008 and concluding June 30, 2018.

STATEMENT OF MISSION

6. The mission of Morgan County High School (MCHS) is to provide meaningful and diverse learning opportunities to prepare our students to meet the challenges of our ever-changing world as lifelong learners and contributing members of society.

Morgan County High School Beliefs Statements:

We believe that:

- All students can learn;
- All students and teachers work together to create a safe and supportive environment;
- Students' self-esteem is enhanced by recognition of student achievement and by positive relationships with staff;
- Students, parents, teachers, administrators, and community share responsibility for advancing the school's mission;
- All students learn best when they are exposed to a variety of best practice instructional approaches;
- All students have an opportunity to become good global citizens and contributing members of an international community;
- All students are special and deserving of personalized instructional consideration.

7. Morgan County High School has a rich tradition of excellence. The majority of former students received a quality education and became productive citizens. However, the dropout rate was higher than acceptable and not all students took advantage of the opportunities offered. Continuing on the same path would garner the same results. Therefore, innovative restructuring was necessary to increase student achievement and learning.

In 2001, the Curriculum and Instruction Committee of the system-wide Strategic Planning initiative sought methods for improving rigor at MCHS. This group of students, teachers, administrators, and community leaders invited educators with experience in advanced programs in other systems to discuss their successes. A recommendation to apply for an International Baccalaureate Program became part of the new Morgan County Schools Strategic Plan and our quest for higher rigor began.

Four years ago MCHS experienced a change in administration and a change in philosophy. With the arrival of a new principal, a new focus emerged. Learning is the priority. "Commitment to Excellence" is the guiding principal. This commitment is evident throughout the school. All recognize that everyone learns in different ways, so flexibility and creativity have as much a place in the school as textbooks and marker boards. We add initiatives to reach the interests of all our students. The climate has changed. People love to be here. They laugh, they learn, they struggle, they gain knowledge and confidence, they excel, and they celebrate.

MCHS is a school united by a common goal but divided into smaller learning communities. Specific programs added to support our mission include: the International Baccalaureate Program, expanded Advanced Placement courses, Freshman Academy, Math/Science Academy, Morgan County Middle College, Teacher-as-Advisory, and numerous academic support opportunities for struggling students. We believe that our students have more opportunities for learning, leadership, and positive school experiences than they would at any other school, particularly one of this size.

Teachers are respected by the administration and are encouraged to make decisions, make mistakes, and make a difference. Teachers work harder than ever before because they believe in the mission.

Designated a Model School by the International Center for Leadership in Education, MCHS strives to incorporate innovative methods to reach and teach every child. We brought dramatic, swift, and deep change to our school. The change so far has been significant, substantial, and wide-spread. Our work to redesign our school has resulted in success, measured in many ways. The energy, the enthusiasm, the smiles, and the laughter at MCHS are measures of the changes we've enjoyed. Another measure of success can be seen in data. For example, among students in the graduating class of 2004, our graduation rate (statewide formula) was 71%. The graduation rate for the class of 2006 was 85% (same formula). Among African-American students over the same time frame, the graduation rate rose from 49% to 74%. The achievement gap between Caucasian and African American students was cut in half over that time frame, from a 32

point gap (81%-49%) to 15 point gap (89% to 74%). Standardized test scores on the Georgia High School Graduation Test are up. Students taking advanced courses (Advanced Placement and International Baccalaureate) have risen from 30 in 2003-2004 to over 300 in 2006-2007.

Currently, Morgan County High School and Morgan County Middle School work in partnership with the Georgia Department of Education as part of the School Improvement Secondary Redesign Project. Through this project Morgan County teachers and administrators work to innovate and implement best practices that lead to increased student achievement and improved graduation rates. A successful Teacher-as-Advisory program, smooth transitions from middle to high school, and rigor and relevance in the classroom are focus issues of the partnership.

All components of our school redesign efforts support the legislative intent to “increase student achievement through academic and organizational innovation.”

8. The conversion school’s relationship with the Morgan County Board of Education will include:

LIABILITY

- The parties expressly acknowledge that the Charter School is not acting as the agent of the Local Board except as required by law or this Agreement, and the Local Board assumes no liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors, trustees, agents or employees or (2) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board to any third party.

BUDGET

- The Charter School will operate according to the budget provided by the Morgan County Board of Education. It will be consistent with Morgan County per-pupil allocations at non-charter schools including the same grade levels and academic programs.
- Fiscal accountability will be maintained through the Morgan County Board of Education’s finance department for any funding provided by the Morgan County Board of Education and the Georgia Board of Education. The Charter School will participate in annual financial audits with all other Morgan County Schools.
- To ensure sound fiscal management, the Charter School will follow the policies and procedures established by the Morgan County Board of Education.

PERSONNEL

- The Morgan County Board of Education will continue to allocate personnel resources to the Charter School at the same rate as in the past, based on enrollment, system class size targets, and special programs present in all Morgan County schools. All personnel will be fingerprinted and have a criminal record check prior to employment.

- Administrative, Faculty, and Special and Para-professional staff will remain employees of the Morgan County Board of Education. Their position on the Morgan County Board of Education salary schedule will be determined by the same criteria as other Morgan County employee of equivalent training, experience and responsibility level. Employee benefits will be available at the same rate as other Morgan County employees with equivalent training, experience and responsibility level. In the case of a vacancy in the position of school principal, the School Council will recommend a school principal from a list of qualified applicants submitted by the Morgan County Board of Education and the superintendent to the Council.
- All teachers (both classroom and special area) will be observed and evaluated by an administrator a minimum of one time each year. Every teacher will be evaluated using the Morgan County Teacher Evaluation Instrument. Every teacher will have the opportunity to include professional growth goals in area six of the personnel evaluation instrument.
- All teachers (both classroom and special areas) who have taught at the Charter School for a period of less than 3 years will be observed by an administrator a minimum of three times per school year. The first observation will occur during the first nine weeks of the school year and will include a specific, written plan for improvement, when necessary. Questions of continued employment will be handled in accordance with Morgan County Board of Education policies.
- Any teacher with three or more years of experience at the Charter School who receives less than 80 points of the possible 100 on his/her annual evaluation, or who receives less than 50% of the possible points in any one section of the annual summary evaluation, may be evaluated on the same schedule as teachers with less than three years experience teaching in the charter school.
- The Principal or the Assistant Principal will evaluate all instructional paraprofessionals according to the Morgan County Board of Education approved paraprofessional evaluation instrument.
- All cafeteria employees will be evaluated the Morgan County Director of School Nutrition.
- All custodial staff will be evaluated collaboratively by the Principal and the Morgan County Director of Operations.
- Appeal procedures against adverse personnel actions will continue in accordance with the guidelines set forth by the Morgan County Board of Education.

9. The conversion charter school will be materially distinguished from the pre-conversion school by the increased student support programs offered beyond schools hours. Currently, teachers offer brief tutorial opportunities before and after school and two after-school homework labs are operated for seventy-five to ninety minutes four days a week. The charter school will research and develop additional programs such as weekend programs and expanded evening programs to include access to media resources, technology, and interactions with professionals in areas of career interests for students.

The three to four hours immediately after school before parents return from work are potentially an opportunity of poor teenage decision-making. The charter school will research and develop a program available to all who wish to participate. The program will incorporate not only academic support and tutoring, but also opportunities for additional relationship building between teens and nurturing adults, and for career and interests exploration. Although the community is instituting a Boys and Girls' Club, it will only meet the needs of at-risk students. Our community and school need a program available to everyone.

DESCRIPTION OF THE EDUCATIONAL PROGRAM

10-11. The focus of the curriculum is preparation of every student towards successful transition from high school to postsecondary and workplace options. The school utilizes small learning communities designed to meet the specific curricular, instructional, cultural, and social needs of individual students. These small learning communities are centered in the concept of providing rigor, relevance and relationships to all students in all communities. Equity in access to meaningful curriculum and instruction is the bedrock of our foundation. The faculty and administration share the development of new programs after reviewing test data, surveying results, and identifying areas of student needs. New programs are added as results of strategic planning, faculty study teams, and school improvement meetings.

Rigor and Relevance

The International Center for Leadership in Education (ICLE)'s *Rigor and Relevance Framework for Planning and Instruction* (Daggett, 2005) provides the means to examine our curriculum, instruction and assessment. The model is based on two continuums: knowledge, based on Bloom's Taxonomy of increasing complex ways of thinking, and application, which identifies levels of action.

The knowledge continuum ranges from the passive acquisition of knowledge at its lowest level to the complex thinking of analysis and synthesis. Combined with the application continuum which identifies actions from the simple acquisition of knowledge to the active use of knowledge to resolve complex, real-world situations, the continuums create a grid with four quadrants. The first, comprised of the lowest levels of both knowledge and application, is acquisition, the gathering and memorization of isolated pieces of information to be regurgitated upon request. The teacher is the primary focus in this quadrant while the student passively observes. This quadrant represents much of the curriculum and instruction observed when teachers "covered" the Quality Core Curriculum (QCC) of the past. The second quadrant, assimilation, is composed of the enhanced knowledge necessary to analyze and synthesize, but the application remains low, therefore limiting the action to one discipline, and as a result, few relationships between curricular areas are formed. The application quadrant includes moderately higher order thinking combined with the ability to apply knowledge to predictable real-world situations. Students use their knowledge to solve problems and create solutions, but lack the ability to venture into unpredictable situations. The final quadrant, adaptation, combines higher order thinking skills and the ability to apply knowledge to

unpredictable real-world situations. Further, students in this quadrant not only attempt perplexing, relevant problems, but also extend their knowledge and abilities while creating original solutions. Students in this quadrant take ownership of their learning while the teacher acts as facilitator. This is the basis of the Georgia Performance Standards (GPS) which combine measurable levels of knowledge and application through the production of performance-based products and projects. Standards-based performance incorporates what the student knows and is able to do. Relevancy rises significantly as students connect the knowledge to actual situations.

Currently, Morgan County High School and Morgan County Middle School work in partnership with the Georgia Department of Education as part of the School Improvement Secondary Redesign Project. Through this project Morgan County teachers and administrators work to innovate and implement best practices that lead to increased student achievement and improved graduation rates. Our redesign initiative provides the foundation on which to construct innovative curricular and instructional programs and the support mechanisms to ensure student success. Vertical teaming and collaborative planning between the schools ensures a common understanding of the expectations and needs of students as they transition from middle to high and from high to postsecondary education or the workforce. Key components of the Secondary Redesign Project include the development of: successful Teacher-as-Advisory programs, smooth transitions from middle to high school, and rigor and relevance in the classroom.

The concept of rigor, relevance, and relationships currently prevalent in educational research provides an efficient vehicle for delivery of innovative programs and the instructional preparation necessary to develop them. Students are being prepared to face the global challenges in the 21st century.

We establish rigor in all classes, challenging all students to strive for higher expectations, while implementing a series of interventions to support them as they achieve. An important step in increasing rigor at MCHS resulted from the January, 2004 Leadership Counsel meeting at which a teacher-developed proposal unlevleed classes, raising all coursework to the college prep level. Technical/Career academic classes were eliminated from the curriculum in 2004-2005.

Teachers in the charter school will ensure rigorous academic preparation for all students by communicating and holding high expectations for all students and by designing and delivering instruction that reflects: a) the standard for learning, b) individual student needs, c) what a student should experience to build capacity for intellectual and social progress.

A variety of small learning communities provides a wealth of opportunities for everyone to find an interest area. We recognize that people learn more with deeper understanding when they are interested in the topic.

Relevance increases when several factors are taken into account: the classroom is standards-based, students create ideas or products that address real world problems,

instruction is differentiated to reflect student interests, the curriculum and instruction emphasize inter-disciplinary connections, and these factors lead to authentic assessment.

Teachers in the charter school will make learning relevant by designing and delivering curriculum that: reveals real-world problems and potential solutions; leads to creation of authentic products or projects; aligns work with competencies; emphasizes inter-disciplinary connections; and allows for student choice and discovery of interests.

Daggett's (2005) framework for rigor supports the introduction of all the new programs, but especially the International Baccalaureate Diploma Program (IB), the Math/Science Academy, and the expanded Advanced Placement (AP) course offerings.

In 2004, we initiated the *International Baccalaureate (IB)* program. The IB diploma program is a comprehensive, two-year international curriculum for juniors and seniors. The program consists of six academic areas, as well as a Theory of Knowledge course, an extended essay, and a Creativity, Action and Service (CAS) requirement. The Theory of Knowledge course is an interdisciplinary course intended to stimulate critical reflection upon knowledge and experience gained in and out of the classroom. The Extended Essay gives students the opportunity to investigate a topic of special interest with the facilitation of a faculty advisor. The CAS program provides an avenue for giving back to the community through participation in various school and community activities. All students enrolled in IB courses are required to take the corresponding exams. Students in the IB program are making connections among all of the disciplines which contribute to a highly meaningful education. Students successfully completing the program receive an *International Baccalaureate Diploma* in addition to their regular diploma. The rigor and relevance of IB classes offers the college-bound liberal arts student excellent preparation to succeed in college.

Another innovative program which supports rigorous curriculum is Advanced Placement (AP) classes. Although MCHS has offered four AP classes in the past, a new emphasis in 2007-2008 brings thirteen teacher-led AP offerings in Biology, Calculus, Chemistry, English Language/Composition, English Literature/Composition, European History, Human Geography, Music Theory, Statistics, Studio Art, US Government, US History and Psychology. AP participation has increased from twenty-five exams in 2005-2007 to 209 in 2006-2007. Students can access additional rigorous AP courses through Georgia Virtual School online. Equity and access to all classes by every student builds rigor.

In 2005, MCHS initiated the *Math and Science Academy*.

The Math and Science Academy is a diverse collection of courses in mathematics and science that allow the students who want to pursue those areas in college an opportunity to study them at a higher level. Infused with AP courses, the Math and Science Academy is an alternative to the liberal-arts based IB program for college-bound students interested in the sciences. Relevance is further enhanced by the emphasis afforded interdisciplinary links in the social studies and language arts classes taught in the academy.

Rigor and relevance are not limited to advanced academic programs. The *Career Technology Program* incorporates high expectations and standards-based instruction as it blends academics and specific career opportunities to allow students to explore occupations in agriculture, business, family and consumer sciences, health sciences, information technology, and health services. 2007-2008 saw the addition of Agricultural Mechanics to the opportunities offered on campus. Real-world, career-based apprenticeships and rigorous academic courses provide the opportunity to earn the Career Technology Seal of Endorsement. Students participate in authentic work experiences and are prepared to further their education at the post secondary level.

In 2005, *Morgan County Middle College (MC²)* was established. Recognizing a need to keep potential dropouts in school, members of the leadership team researched and visited existing Middle College programs in North Carolina. The Middle College concept incorporates rapid credit recovery with college level courses for non-traditional students. Students complete blended (part computer-based/ part teacher-led) courses in the core academic areas. These courses are accelerated in pace to facilitate opportunities for additional work at the college level. Relevance is evident as students develop career-based skills and abilities. Currently, *MC²* offers Career Technical courses in partnership with DeKalb Technical College in the areas of: construction, criminal justice/homeland security, certified nurse's assistant, certified customer service assistant, cosmetology, and additional online courses. This fast-track program allows students to earn up to twelve credits a year. The graduation rate has increased 14% in the two years of the program.

Increased rigor and relevance in all academic programs increases the need for additional support for students as they strive to meet higher expectations. MCHS has designed and implemented programs to assist struggling students.

Rigorously Educating Athletes Daily (READ) is a proactive innovative program instituted by the athletics department to help athletes maintain focus in the classroom and to raise academic expectations for all. The project encourages athletes to become more responsible in the classroom. Student athletes meet four days weekly for ninety minutes for individualized homework, study skills support and teacher tutoring.

Homework Helper is also a proactive innovative program developed to help non-athletes maintain focus in the classroom and to raise academic expectations. Students meet with teachers for seventy-five minutes daily after school to receive assistance with homework, projects, assignments or to receive tutoring.

Fall and Spring Intersessions are four-day sessions offered at the conclusion of the first and third nine-week grading periods. Originally, the *Intersessions* were designed to provide both remedial and enrichment activities for interested students. In practice, due to funding restraints, the *Intersessions* are used for remedial graduation test preparation and credit recovery opportunities.

Relationships

Relationships are the third key component in our small learning communities. Morgan County High School's innovations in organizational structure revolve around the concept of building relationships between all stakeholders: teachers, parents, students, administrators and the community. To allow teachers and students to exchange ideas, develop relationships and learn at the highest levels, the daily schedule had to change from a standard block to a hybrid schedule. The foundation of our relationship building opportunities such as Advisory, Enrichment, and Thursday Teacher Time (T³) is protected time purposely set aside in the weekly schedule for groups to interact.

The entire faculty read and discussed *A Framework for Understanding Poverty* as a means of learning to build better relationships with students. Ruby Payne (1996) states that successful relationships are built between an adult and a student when emotional deposits are made to a student, emotional withdrawals are avoided, and the individual is respected. She contends that the foremost relationship at school is between teacher and student. The student then transfers knowledge of relationship building to other one on one situations with other teachers, fellow students, and administrators. Study of Dr. Payne's work gave the faculty new understanding of how economic position greatly affects relationship patterns. Greater understanding and tolerance of previously misunderstood behavior have expanded opportunities for meaningful interacts between teachers and students.

Although all programs of study at MCHS foster the development of meaningful relationships, the Freshman Academy and the community-based learning program are grounded in the concept of relationship development.

In 2004, MCHS created the *Freshman Academy*. The academy's goals are to enhance the experience of incoming freshmen, decrease discipline problems, increase attendance, and increase passing rates. Academy teacher planning and team meetings focus on team teaching and parental contact. Academy teachers focus on the special concerns of students and parents at that grade level. Members of the teacher teams remain in constant contact regarding the academic and social needs of individual students. The teams share common planning time and are able, therefore, to work as curriculum partners in developing common unit plans and common assessments. Teachers of the academy use data each semester to guide planning. In 2006-2007, the academy achieved an 80% passing rate for freshmen.

Community-based Learning Program helps students develop personal interests, participate in service to others, contribute to the community, and develop interpersonal skills. This program is a framework for experiential learning, designed to involve students in new roles. The emphasis is on learning by doing real tasks that have real consequences and then reflecting on those experiences over time. This program goes beyond intellectual rigors and high academic standards to address the needs of students as community members.

In 2005, MCHS adopted a *Modified Block Schedule*. The new schedule combines three days weekly of a regular seven-period structure with two days utilizing longer periods for one-half of the classes each day. This schedule allows for the best components of the two respective types: seven periods all year instead of four each semester and the opportunity for longer periods once weekly for labs, long projects and discussions. This schedule also incorporates time for Enrichment and Advisory on a weekly basis which supports the relationships component of the school structure.

Stakeholder Roles

Increasing levels of rigor, relevance, and relationships changes the roles of all stakeholders. The charter school will promote the following roles for its members.

Students:

- The charter school will incorporate student leadership through student body and class officers. These students will be elected annually by popular vote of their peers and will serve as advisors to the school administration regarding student concerns. These students will fill leadership roles in organizing, promoting and conducting school-wide events such as homecoming activities, morning announcements, incentive fieldtrips, and Friday-Alive activities.
- The charter school will continue to follow the Morgan County Code of Conduct. However, students will serve collaboratively on the newly established *Academic Honesty Committee* with teachers and administrators. This committee will deliberate reported breeches of academic honesty and determine consequences for violators.
- Due to the rural nature of our community, many students cannot participate in extracurricular activities and clubs after school. The charter school will facilitate student participation in extracurricular clubs by infusing Club Meetings during the Enrichment period on several dates throughout the year. Students will have the opportunity to join at least two clubs annually.
- The charter school will provide opportunities for service learning in the community. Participants will complete volunteer hours in a variety of settings such as the primary and elementary schools, local historic sites, and charities and organizations.
- The charter school will provide every student the time and organizational structure to create a relationship with at least one adult. This will be offered through the Teacher-as-Advisory program and the Enrichment program.

Teachers:

- Students will meet weekly for thirty-five minutes with their Teachers-as-Advisors. The benefits of Advisory include:
 - 1) develops a supportive, caring relationship between student and teacher
 - 2) provides consistent guidance for the student
 - 3) provides personalized attention and a strong connection to school
 - 4) serves as a portal to parents

- 5) delivers specific curricular concepts: freshmen foci are “The Seven Habits of Highly Effective Teens” and smooth transition into high school; sophomores focus on time management and career exploration; juniors consider post-secondary options; and seniors develop specific plans for life after high school and personal responsibility
- Teachers as Enrichment group leaders will meet with students twice weekly for a total of eighty-five minutes. The benefits of Enrichment include:
 - 1) presents an opportunity for a second supportive, caring relationship between student and teacher
 - 2) promotes reading through sustained silent reading sessions
 - 3) supports student learning and achievement as students receive additional instruction in small groups based on needs
 - 4) affords opportunities for group projects and peer interaction
 - 5) provides testing preparation through online SAT Preparation; graduation test preparation sessions, and teacher-led reviews

Counselors:

The counselors provide the following services: develop and direct the curriculum for Advisory; counsel students regarding personal issues; provide college admission and scholarship information; advise students about course and program selections; instruct classroom groups on a variety of relevant teenage issues; conduct evening parent information meetings and provide registration and schedules for new students.

Administrators:

The principal and assistant principals will continue to oversee specific grade levels of students. This organizational structure allows each principal to become familiar with the students, their families, and their specific needs as the students progress through each grade. Since each administrator remains at the same grade level each year, rather than moving up with the students, he/she oversees every student for a year as the child moves through high school. This structure promotes administrative understanding of the needs of each grade level more thoroughly and enhances the quality of guidance provided in all aspects of student life.

Parents and the community:

- Parents will continue to participate at Morgan County High School through booster clubs, parent information meetings, Open Houses, and membership on the School Council.
- Parents will be required to attend serious disciplinary conferences and will be encouraged to attend all academic conferences.
- MCHS will strive to increase parental influence by inviting parents as classroom guest speakers in career exploration, demonstrations of the arts, and any other talent or skill they can demonstrate which has a curricular link.
- Parents and community members serve as mentors in the Mentoring Program. In 2006-2007, sixty-nine students received academic and personal support from mentors. During the charter period, we will increase mentorship.

- MCHS will continue and deepen its relationship with business partners throughout the county. Through the Partners in Education program sponsored by the Chamber of Commerce and the Morgan County Schools, the school and the businesses profit. Businesses provide the school with guest speakers, funding for afternoon programs and breakfasts before testing, and intern and volunteer positions for students. The school provides volunteers and interested workers as well as special programs and presentations for civic and social organizations. Two student representatives from Morgan County High School serve on the Partners In Education committee.
- MCHS also maintains relationships with DeKalb Technical College, Georgia Military College, Georgia Perimeter College, and the University of Georgia through our joint enrollment and dual enrollment programs. DeKalb Tech and Georgia Military College both teach dual enrollment classes on our campus during the day.

Professional development is also delivered in a small learning community format. Most training will be conducted locally and will be funded by the Charter Grant, state professional development, and federal programs. Most will take place on contract time during *Thursday Teacher Time(T³)*. Each Thursday morning students have a late arrival time at 8:45 so that teachers have an opportunity to collaborate for seventy-five minutes. The program includes:

Professional Development Goals:

1. Student goals being addressed.
 - Increased rigor and relevance in classes
 - Increased course offerings and opportunities for learning
 - Improved school climate
 - Access and equity for all students in all courses
 - Consistency in instruction from classroom to classroom
2. Desired teacher goals being addressed.
 - Teacher collaboration to create standardized course guides.
 - Increase of rigor and relevance in curriculum
 - Georgia Performance Standards (GPS) implementation
 - Establishment of standards-based classrooms
 - Informed, effective staff through Professional Learning and collegial cooperation
3. School goals being addressed.
 - Standardized course guides for each course taught.
 - Redelivery and implementation of the new Georgia Performance Standards (GPS)
 - Increased rigor and relevance in the curriculum
 - Informed, effective staff
 - Improved school climate
4. How, when, where:
 - Teachers meet every Thursday morning from 7:30 until 8:45 AM. (Administrators serve breakfast from 7:15 to 7:30.)

- These meetings include: *Curriculum Partners*, teachers teaching the same course meet to plan together for instruction, establishing standards-based classrooms, and GPS implementation.
 - Small group collaboration: Teachers in the same smaller learning communities (i.e., IB, AP, Math/Science Academy, Freshmen Academy, etc.) meet to plan interdisciplinary lessons, common assessments, shared assessments, etc.
 - Departmental collaboration: Departments meet to discuss their work with *Curriculum Partners* and to share the products produced.
 - Whole faculty meetings to provide Professional Development on topics such as: Code of Ethics, Testing Procedures and security, and new teacher training.
 - GPS redelivery
 - Teachers form additional special interest study, work groups, such as the group reading and discussing the Ruby Payne text, A Framework for Understanding Poverty or the Graduation Counts publication and CD series produced by the Georgia Department of Education.
5. Assessment measures or mastery verification procedures.
- Teachers are required to submit the products they have produced in *Curriculum Partners* throughout the year. Essential curriculum, standards list for each course, curriculum map, pacing guide, benchmark assessments, common assessments, and common unit plans. These copies are stored in an assistant principal's office for use by teacher, especially new teachers.
 - Increased rigor and relevance are observed by administrators and peers as classroom observations are conducted. These are done both as informal observations and the formal Teacher Evaluation Instrument.
 - Standards-based classrooms are evident as observations are being made.
 - The new GPS implementation is evident throughout the school.

Recognized as a Model School by the International Center for Leadership in Education, Morgan County High School is committed to excellence. The school has added instructional rigor and relevance, a global perspective, and increased expectations for student achievement. The faculty demonstrate daily the beliefs that all students can learn; school can provide a safe and supportive environment; learning is enhanced by positive relationships between all stakeholders; and every student deserves personalized instruction that is rigorous and relevant to his post-secondary plan. This is the focus of everything we do at Morgan County High School.

12. The anticipated teacher-to-student ratio for the new charter school is 23 to 1.

13. The ethnic composition of Morgan County High School's student body based on 2006- 2007 enrollment of 973:

- 31.8% (n = 309) African-American students
- 1.1% (n = 11) Asian students
- 2.2% (n = 21) Hispanic students
- 0.5% (n = 5) multi-ethnic students
- 64.4% (n = 627) white students

The socio-economic composition of a school is typically described in terms of the numbers of students on free and reduced lunch status. The socio-economic composition of Morgan County High School in terms of numbers of students receiving free and reduced lunch for the 2006-2007 school year:

- 29.5% (n = 287) of MCHS students receive free lunch
- 9.5% (n = 92) of MCHS students receive reduced lunch
(Percentages based on an enrollment of 972).

14. The needs of students identified as gifted and talented will be met through participation in the diverse selection of innovative programs offered in the curriculum. MCHS strives to provide an appropriate niche for each student. Gifted and talented students will be academically stretched by the rigors of the IB, AP, and Math/Science Academy curricula. Talented performers will be served through AP and IB courses in art, music and theater. Personalized instruction provides a myriad of possibilities for mixing components of programs to meet every individual's needs.

15. Morgan County High School sponsors over 60 extracurricular activities and enrichment opportunities for students.

We realize that success in school requires not only academic success, but also social and physical development. A student who feels a direct connection to the school will stay in school. Therefore, our extracurricular activities include a variety of academic, social, community service, and sports organizations. The Future Farmers of America (FFA) chapter competes nationally; athletes regularly receive scholarships to continue participation in college and beyond; The JROTC drill team competes throughout the southeast; and students express themselves through club participation. This year we have sponsored a rodeo during lunch on the front lawn of the school, a skateboard park, and live student bands on the auditorium steps during "Friday Alive!" lunch periods.

16. Morgan County High School students have the opportunity to take 32 units during high school. Currently, MCHS students are required to have 27 units for graduation. Although we still offer Career Technology Endorsements, all classes have been taught at the college preparatory level or an advanced level.

College Preparatory

Subject	Total Units required
Language Arts¹	4
Language Arts Core	4
Mathematics²	4
Algebra 1 or equivalent	1
Geometry	1
Other Selections	2
Science³	4
Physical Science	
OR	
Physics	1
Biology	1
Other Selections	2
Social Studies⁴	4
World History	
OR	
World Geography	1
US History	1
Economics	.5
Citizenship	.5
Other Selection	1
Foreign Language⁵	2
French	
OR	
Spanish	2
Health/Personal Fitness⁶	1
Health	.5
Personal Fitness	.5
Computers⁷ *	1
Computer Applications	1
Fine Arts OR Career/Technology⁸	1
Electives⁹	6
TOTAL	27 units required of 32 available

Career/Technology Preparatory

Subject	Total Units required
Language Arts¹	4
Language Arts Core	4
Mathematics²	4
Algebra 1 or equivalent	1
Geometry	1
Other Selections	2
Science³	4
Physical Science	1
Biology	1
Other Selections	2
Social Studies⁴	4
World History	
OR	
World Geography	1
US History	1
Economics	.5
Citizenship	.5
Other Selection	1
Health/Personal Fitness⁶	1
Health	.5
Personal Fitness	.5
Computers⁷ *	1
Computer Applications	1
Fine Arts OR Career/Technology⁸	1
Electives⁹	5
Career/Technology¹⁰	5
TOTAL	27 units required of 32 available

*** Computer Applications will not be a requirement for graduation beginning with the ninth grade class entering 2007-2008.**

Legend

¹ Language Arts Core: 9th Grade Literature/Composition -1; 10th Grade Literature/Composition OR AP English Language & Composition – 1; American Literature & Composition OR IB Language A1-1; British Literature/Composition or AP English Literature & Composition OR IB Language A1 OR Dual Enrollment English – 1

² Math Core: Algebra 1 -1 OR Transition to Advanced Mathematics (TTAM) 1-1; Geometry or TTAM 2-1
Math Selections: Algebra 2, Algebra 3, Advanced Algebra & Trigonometry, Math Money Management, Calculus, AP Calculus, Statistics, AP Statistics, IB Mathematical Studies 1, IB Mathematical Studies 2, IB Mathematical Methods 1, IB Mathematical Methods 2

³ Science Core: Physical Science OR Physics – 1; Biology 1 OR AP Biology -1
Science Selections: AP Biology, Chemistry, AP Chemistry, Earth Systems, Human Anatomy & Physiology, Environmental Science, IB Environmental Science, Physics, IB Physics

⁴ Social Studies Core: World History OR World Geography OR AP Human Geography - 1; US History OR AP US History OR IB History of the Americas OR US History for MSA -1; Economics .5; Citizenship (.5) OR AP US Government & Politics (1)
Social Studies Selections: Local Area Studies-Morgan County, Current Events, Sociology, Psychology, IB Psychology, IB Theory of Knowledge, IB Twentieth Century World History, AP European History

⁵ Foreign Language: 2 units of the same language are required for the College Prep diploma; 4 units of the same language are required for the IB diploma. French 1,2,3,4; Spanish 1,2,3,4

⁶ Health/ Personal Fitness Required: Health -.5; Physical Fitness - .5

⁷ Computers: Computer Applications OR Business Essentials -1

⁸ Fine arts or Career Technology: Marching Band; Symphonic Band; AP Music Theory; IB Music; Guitar; Chorus; Advanced Chorus; Drama; Visual Arts; AP Studio Art; IB Visual Arts; Web Page Design & Multimedia Presentations; Publications & Communications; Introduction to Education; JROTC – Air Force; Health Science; Human Anatomy & Physiology - Medical; Agricultural Mechanics; Horticulture; Veterinary Science; Animal Science/Biotechnology; Agricultural Science; Natural Resources Management; Diversified Cooperative Education (DCT); Youth Apprenticeship; Family, Communities, & Careers; Early Childhood Education; Professional Foods

⁹ Electives: Film Appreciation; Reading; Journalism; Academic Enhancement; Lifetime Sports; Weight Training; Marching Band; Symphonic Band; Rhythm & Dance; AP Music Theory; IB Music; Guitar; Chorus; Advanced Chorus; Drama; Visual Arts; AP

Studio Art; IB Visual Arts; Web Page Design & Multimedia Presentations; Publications & Communications; Introduction to Education; JROTC – Air Force; Health Science; Human Anatomy & Physiology - Medical; Agricultural Mechanics; Horticulture; Veterinary Science; Animal Science/Biotechnology; Agricultural Science; Natural Resources Management; Diversified Cooperative Education (DCT); Youth Apprenticeship; Family, Communities, & Careers; Early Childhood Education; Professional Foods

¹⁰ Career/Technology: Web Page Design & Multimedia Presentations; Publications & Communications; Introduction to Education; JROTC – Air Force; Health Science; Human Anatomy & Physiology - Medical; Agricultural Mechanics; Horticulture; Veterinary Science; Animal Science/Biotechnology; Agricultural Science; Natural Resources Management; Diversified Cooperative Education (DCT); Youth Apprenticeship; Family, Communities, & Careers; Early Childhood Education; Professional Foods

STATE AND FEDERALLY MANDATED SERVICES

17. The charter school will comply with all federal, state, and local statutes; rules, regulations, and court orders relating to the provision of services to students with disabilities. Individualized Education Plans (IEP) or Section 504 Plans will govern the services provided to qualified students. 13% of the population is identified as needing and receiving special services.

18. The charter school will provide state and federally mandated services to English Language Learners (ESOL) through the services of a visiting teacher in a pull-out program. The teacher provides assistance with language acquisition, assignments, and scaffolding for upcoming units of study. Less than 3% of the school's students qualify for the program.

19. Morgan County Charter High School will comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.

20. Not applicable. Morgan County High School is not a Title I school.

21. MCHS will provide remediation in required cases pursuant to SBOE Rule 160-4-5-.03 and NCLB by the following:

- Ninth grade students who qualify for remediation in reading are placed in a Remedial Reading course for the year.
- Upperclassmen are served through the Morgan County Middle College (MC²) language arts and mathematics classes. These classes combine computerized programs and traditional, teacher-led instruction.
- Upperclassmen who have failed the GHSGT in language arts and/or mathematics are remediated in tutorial sessions held after school, during the summer, during Intersessions, and during Enrichment periods. These students are tutored by the graduation coach, retired teachers, and current staff members.

GOALS AND OBJECTIVES

22. Morgan County High School has a tradition of excellence. As we reviewed our school, we found many things satisfying: our facility is attractive, clean and safe; we are a community of learners; the faculty is hardworking and enthusiastic; the school culture is positive; and opportunities exist for everyone to find a place to belong.

However, we also identified areas that need attention. Focused always on student learning and achievement, MCHS presents the following goals:

- I. Accelerate student achievement by maximizing the flexibility that exists in charter legislation.
- II. Establish an innovative, after-school program available to all students to improve student achievement by providing a safe, nurturing environment
- III. Increase student achievement through a support program of teacher professional development in effective instructional and assessment practices

Goal I: Accelerate student achievement by maximizing the flexibility that exists in charter legislation.

Objective A: Increase the success rate of students across the curriculum

1. Continue to increase rigor in all classes
2. Increase relevance in all classes to promote engaged, active learning

Objective B: Increase opportunities for support for all students

1. Expand existing after-school and Intersession opportunities
2. Develop needs-based Enrichment groups

Goal III: Assessment

Performance Measure	2006-2007	2007-2008	2009-2010 2010-2011 2011-2012 (Target)	2012-2013 2013-2014 2014-2015 2015-2016 2016-2017	2017-2018 (Target)
Increase the percentage of students participating in Rigorously Educating Athletes Daily (READ) and Homework Helper	<10%	20%	25%	40%	75%
Increase the percentage of Enrichment students assigned to needs-based Enrichment groups	<10	50%	60%	75%	100%
Increase the percentage of juniors passing all sections of the GHSGT on the first try	68.8%	75%	80%	85%	100%

Increase the percentage of African American students passing all sections of the GHSGT on the first try	41%	50%	55%	75%	100%
Increase the percentage of economically disadvantaged passing all sections of the GHSGT on the first attempt	44%	50%	55%	75%	100%
Increase the percentage of juniors passing the science section of the GHSGT on the first attempt	70%	75%	80%	85%	100%
Increase the percentage of African Americans passing the science section of the GHSGT on the first attempt	42%	50%	55%	75%	100%
Increase the percentage of economically disadvantaged students passing the science section of the GHSGT on the first attempt	46%	50%	55%	75%	100%
Increase the percentage of African American students passing the math section of GHSGT on the first try	77%	80%	85%	90%	100%
Increase the percentage of Economically disadvantaged students passing the math section of the GHSGT on the first attempt	78%	80%	85%	90%	100%
Increase the percentage of students taking at least one AP, IB, or college-level class	31%	40%	45%	75%	90%
Increase the pass rate on the end of course test in geometry	47%	60%	65%	75%	90%
Increase the pass rate on the end of course test in physical science	49%	60%	65%	75%	90%
Increase the pass rate on the end of course test in algebra 1	52%	60%	65%	75%	90%

Goal II. Establish an innovative, after-school program available to all students to improve student achievement by providing a safe, nurturing environment.

Objective A: Involve students and parents in the development and oversight of the after-school program

1. Create an Advisory Board
2. Recruit students, parents and the community to provide activities

Objective B: Reduce teenage at-risk behavior by providing a safe haven after school

1. Provide teen pregnancy prevention course
2. Provide an informed decision-making course
3. Establish a variety of high-interest programming to engage students

Goal 1: Assessment

Performance Measure	2008-2009	2009-2010 2010-2011 2011-2012 (Target)	2012-2013 2013-2014 2014-2015 2015-2016 2016-2017	2017-2018 (Target)
Increase number of activities in program	Research and development of program	10	25	40
Increase percentage of students participating in program	Research and development of program	20%	75%	100%
Increase number of parents providing activities to program	Research and development of program	15	50	100
Increase number of community members providing activities to program	Research and development of program	15	50	100
Reduce number of teenage pregnancies among participants	Research and development of program	baseline		
Reduction in discipline referrals among participants	Research and development of program	baseline		

Goal III: Increase student achievement through a support program of teacher professional development in effective instructional and assessment practices

Objective A: Support the implementation of innovative strategies

1. Provide professional learning in Understanding by Design framework for Collaborative unit planning
2. Continue to provide support for implementation of Georgia Performance Standards
3. Provide professional learning on Authentic Assessment
4. Provide professional development in Vertical Teaming
5. Provide professional learning for International Baccalaureate teachers
6. Provide professional development for Advanced Placement teachers

Objective B: Support staff in personalized, needs-based professional learning
 Goal II: Assessment

Performance Measures	2008-2009	2009-2010 2010-2011 2011-2012	2012-2013 2013-2014 2014-2015 2015-2016 2016-2017	2017-2018
Increase the percentage of teachers trained in Understanding by Design framework	60%	75%	90%	100%
Increase the percentage of teachers trained in Authentic Assessment	<20%	50%	90%	100%
Increase the percentage of teachers trained in Vertical Teaming	<5%	Baseline	90%	100%
Increase the percentage of teachers trained in International Baccalaureate	<15%	20%	25%	50%
Increase the percentage of teachers trained in Advanced Placement	<20%	30%	50%	75%

WAIVERS

23. The charter school will utilize the broad flexibility from law, rule, and regulation permitted by O.C.G.A. § 20-2-2065(a).

24. The charter school will comply with all requirements of the Single Statewide Accountability System and will meet or exceed the performance-based goals included in the charter.

25. Not applicable.

DESCRIPTION OF ASSESSMENT METHODS

26. School Evaluation Procedures: The Charter School will make available an annual report to parents or guardians of students attending the Charter School, the local board of education and the State Board of Education, as well as the community, at large. It will indicate the progress made in meeting the performance goals identified in this petition. It will also include all mandated assessment scores and state-mandated accountability indicators. Some of the indicators which are anticipated to be in the annual report include:

- results from the *Georgia High School Graduation Writing Test*
- results from the *Georgia High School Graduation Tests*
- results from the *PSAT, ACT, SAT*
- Analysis of student behavior data
- Attendance data
- Analysis of local benchmark data
- Retention rates

- Results of parent satisfaction survey

27. The charter school will comply with the Single Statewide Accountability System and any state and system assessment requirements. We will participate in GHSGT and End of Course Tests (EOCT) as mandated by state law. The charter school's relationship with the system will not change in regard to participation in state-mandated testing.

28. Morgan County High School will use a variety of assessments to measure student improvement over the term of the charter. Although standardized testing is not a definitive measure of a school, it is a means of obtaining objective data about the progress during our charter. We will use norm-referenced SAT, ACT, and PSAT data to measure the performance of grade level groups from year to year. Criterion-referenced tests including GHSGT, EOCT, AP exams and IB exams will be analyzed year to year. The assessment program also employs teacher-made collaboratively designed tests, discipline records, attendance reports, and failure rates to evaluate progress.

29. The charter school will use all methods of assessment to make data-driven decisions regarding curriculum and instruction. *Thursday Teacher Time(T³)* curriculum partners and academic departments use the data to adjust instruction. We will analyze norm-referenced scores over the life of the charter to indicate progress toward our goal of increased scores.

30. Morgan County Charter High School will not waive the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements.

DESCRIPTION OF SCHOOL OPERATION

31. The attendance zone includes students who are residents of Morgan County and those students whose parents are employee of the Morgan County Board of Education regards of residency.

32. Pursuant to the preferences set forth above, the Charter School shall enroll any student (including students with disabilities and ESOL students) who resides in the designated attendance zone.

- The Charter School will enroll any child eligible to enroll in grades nine through twelve who resides in Morgan County and wishes to attend the Charter School. The Charter School will also enroll children of Morgan County Board of Education employees who are eligible to enroll in these grades.
- Enrollment and attendance data will be collected on a monthly basis and maintained using the student information system, *INFINITE CAMPUS*. All enrollment and attendance records and reports required by local policy and state law will continue to be made.

- The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or for special education services. Furthermore, the Charter School shall not discriminate on any basis that would be illegal if used by a school system.
- A student may withdraw without penalty from the Charter School at any time. The Charter School is the only public 9-12 school in Morgan County. There are currently no other high schools, either private or charter, in Morgan County. The practice of allowing resident parents the option of withdrawing their child to be privately educated outside the county or educated at home will be continued.

33. Not applicable

34. The Charter School will not use any enrollment priorities pursuant to O.C.G.A. § 20-2-2066 (a)(1).

35. No steps are necessary to reach students representative of the racial and socioeconomic diversity in the community because we are the only high school in the county and therefore our student population reflects the ethnic and socioeconomic diversity of the community it serves.

36. Morgan County Schools maintains a residency policy which permits the children of residents of Morgan County to attend Morgan County Schools. No out of county students are permitted to enroll with the exception of school system employee dependents.

37. The Morgan County Schools Code of Conduct is located in Appendix A.

38. School level grievances are addressed in section six of the Morgan County Board of Education Policy. The entire system grievance policy is provided in Appendix C.

SECTION 6. FIRST LEVEL HEARING AND DECISION. The Level One Administrator shall record the date of filing on the complaint, and shall give notice to the Complainant of the time and place of the hearing, either by mail or hand delivery. When notice is given by mail, it shall be sent by first class mail to the address set forth in the complaint. If no address was included in the complaint, then the notice shall be sent to the last known address of the Complainant on file with the Board of Education. The Level One Administrator shall conduct a hearing on the complaint and render a decision thereon within ten (10) days of the filing of the complaint. The decision shall be dated and a copy shall be sent to the complainant as provided in Section 4 above.

The policy for student complaints is listed below in its entirety.

The Morgan County Board of Education realizes that there may be conditions in the school system that need improvement and that the public, and students, should have some means to effectively express their concerns which will be considered and handled with fairness.

Complaints and grievances shall be resolved through orderly processes and at the lowest possible level. However, the Board shall provide channels for eventual hearing, should circumstances dictate.

Complaints and grievances shall be approached in the following manner:

1. the opportunity shall be provided any student or parents to discuss with the teacher a decision or situation which is considered unjust or unfair;
2. if the matter remains unresolved, the student or parents or the teacher, may bring the matter to the principal's attention for consideration;
3. if the matter remains unresolved, it may be brought to the Superintendent or a designee for consideration; and
4. complaints that remain unresolved following any action of the Superintendent may be referred in writing to the Board. The complaint must include the names and addresses of the person(s) or organization(s) initiating the complaint, as well as a complete description of the concern or complaint.

If a complaint follows the above process and comes to the Board unresolved, the Board of Education shall:

conduct a hearing itself, providing an opportunity for the complainant or the complainant's representative, or both, to present evidence, including an opportunity to question parties involved;

or

designate a committee of Board members to review the complaint and provide the Board of Education with findings of fact and conclusion of law.

The Board shall issue a decision in writing to all parties concerned in a period not to exceed thirty (30) days from the date of filing the complaint. The Board's decision, if it chooses to make one, shall be binding.

39. – 43.

- The Morgan County Board of Education will continue to allocate personnel resources to the Charter School at the same rate as in the past, based on enrollment, system class size targets, and special programs present in all Morgan County schools. All personnel will be fingerprinted and have a criminal record check prior to employment.
- Administrative, Faculty, and Special and Para-professional staff will remain employees of the Morgan County Board of Education. Their position on the Morgan County Board of Education salary schedule will be determined by the same criteria as other Morgan County employee of equivalent training, experience and responsibility level. Employee benefits will be available at the same rate as other Morgan County employees with equivalent training, experience and responsibility level. In the case of a vacancy in the position of school principal,

the School Council will recommend a school principal from a list of qualified applicants submitted by the Morgan County Board of Education and the superintendent to the Council.

- The Charter School may choose to utilize non-Georgia certified faculty in certain teaching capacities. The School Council and the Principal will determine appropriate criteria for the hiring and utilization of non-certified faculty. The teachers will only be utilized in accordance with SACS guidelines.
- New hires will be eligible for benefits from the Morgan County Board of Education under the same rules as other employees.
- Teacher and paraprofessional candidates will be interviewed on-site. The Principal will have authority to recommend all faculty and staff within the budget allocations or grants received for personnel compensation.
- All teachers (both classroom and special area) will be observed and evaluated by an administrator a minimum of one time each year. Every teacher will be evaluated using the Morgan County Teacher Evaluation Instrument. Every teacher will have the opportunity to include professional growth goals in area six of the personnel evaluation instrument.
- All teachers (both classroom and special areas) who have taught at the Charter School for a period of less than 3 years will be observed by an administrator a minimum of three times per school year. The first observation will occur during the first nine weeks of the school year and will include a specific, written plan for improvement, when necessary. Questions of continued employment will be handled in accordance with Morgan County Board of Education policies.
- Any teacher with three or more years of experience at the Charter School who receives less than 80 points of the possible 100 on his/her annual evaluation, or who receives less than 50% of the possible points in any one section of the annual summary evaluation, may be evaluated on the same schedule as teachers with less than three years experience teaching in the charter school.
- The Principal or the Assistant Principal will evaluate all instructional paraprofessionals according to the Morgan County Board of Education approved paraprofessional evaluation instrument.
- All cafeteria employees will be evaluated the Morgan County Director of School Nutrition.
- All custodial staff will be evaluated collaboratively by the Principal and the Morgan County Director of Operations.
- Appeal procedures against adverse personnel actions will continue in accordance with the guidelines set forth by the Morgan County Board of Education.
- All employees will be paid on the same schedule as other Morgan County board employees.

44. All Charter School staff members are subject to fingerprinting and background checks. The Human Resources representative ensures all staff member comply when hired and also when renewing certification.

45. Insurance: Without waiving any protections afforded public school employees under the doctrine of sovereign immunity or as otherwise provided by law, the Charter School

shall be insured as follows: The Charter School remains a public school within the Morgan County School System, and continues to be bonded and insured at the same level and rate as any other Morgan County School.

Indemnification: The Charter School shall indemnify and save and hold the Local Board, their partners, employees, officers, directors, subcontractors and agents (collectively referred to as “Board Indemnitees”) harmless against any and all claims, demands, suits, costs, judgment or other forms of liability to third parties, actual or claimed, including reasonable attorney fees, for injury to property or persons (including but not limited to violations of civil rights), occurring and allegedly occurring, in connection with the operation of the Charter School from conduct committed by the Charter School, or by its employees, officers, directors, subcontractors or agents, during the term of this charter or any renewal thereof. Upon timely written notice from the Local Board, the Charter School shall defend the Local Board in any such actions or proceedings brought thereon.

Each party shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with the indemnifying party in the defense of the claim or litigation.

Except as expressly provided herein or in connection with insurance coverage required to be provided in the Charter Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the Charter School and the Local Board shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them in connection with the charter. Notwithstanding any other provision of this Agreement, neither party shall settle or compromise any claim against the other without the express written permission of that party.

This indemnification shall not apply to the extent that any claim, lien, demand, suit, or liability results from the sole negligence or wrongful act or omission of any Board Indemnitees or from any act or omission of the Charter School required by law or this Agreement. Nothing herein shall waive the right of Board Indemnitees or Charter School employees and board members to assert any statutory or legal defense of sovereign immunity or official immunity.

This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement. Any indemnified party shall have the right, at its own expense, to participate in the defense of any lawsuit, without relieving the indemnifying party of its obligation hereunder.

- **Disclaimer of Liability:** The parties expressly acknowledge that the Charter School is not acting as the agent of the Local Board except as required by law or this Agreement, and the Local Board assumes no liability for any loss or injury resulting from (1) the acts and omissions of the Charter School, its directors,

trustees, agents or employees or (2) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board to any third party.

- **Amendments:** This Agreement may be amended upon the approval of the Local Board and a majority of the policymaking body of the Charter School and upon fulfilling any other obligation as set forth in the Charter School Act of 1998.
- **Severability:** In the event that any provision of this Agreement or the application hereof to any person or in any circumstance shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
- **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 permission by the Local Board and the policymaking body of the Charter School.
- **Appendices Incorporated by Reference:** The appendices attached to this Agreement and Charter are incorporated herein by reference and made a part hereof, unless specifically stated otherwise.
- **Governing Law:** This Agreement shall be governed by, subject to and construed under the laws of the State of Georgia.
- **Termination:** The Charter School's charter may be terminated for any of the reasons set forth on O.C.G.A. § 20-2-2068.

In the event the Charter School cease operation for any reason, the Charter School and its policymaking body will be responsible for completing the business and affairs of the Charter School and will cooperate with the Local Board to the extent necessary to provide an orderly transition. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board within 30 days of the cessation of operation. Any furniture and equipment purchased with public funds shall be delivered to the Local Board within 30 days of the cessation of operation.

The Local Board shall not be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation.

- **Waiver:** No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

The Morgan County Board of Education provides insurance coverage for employees and schools that are covered in three broad areas: employee insurance, facilities insurance and fleet insurance. The Morgan County Charter High School will be provided insurance, where applicable, by the Morgan County Board of Education in the same manner as other schools in the system in regards coverage, terms and conditions.

Per Morgan County Board of Education Policy *EG- INSURANCE MANAGEMENT* (see Appendix F), the Morgan County School System provides all employees of the school system with health and medical insurance through the State Health Benefit Plan (SHBP). All employees of the Morgan County Charter High School will provided the same health and medical coverage through SHBP. All employees have a choice of a variety of coverage options which determines terms, conditions and coverage amounts. A summary of the schedule of benefits is provided in Appendix G.

In addition, all employees of the school system, as well as employees of the Morgan County Charter High School, have a variety of optional supplemental insurances offered through the Morgan County Board of Education. These options include short-term disability insurance, long-term disability insurance, group term life insurance, individual life insurance, dental insurance, vision insurance, cancer insurance, a health flexible spending account and dependent care flexible spending account. Summaries of the terms, conditions and coverages of each of these optional plans are included in appendices H through P, respectively.

Per Morgan County Board of Education Policy *EGC- INSURANCE MANAGEMENT, PROPERTY* (see Appendix Q), the Morgan County Board of Education insures all buildings and equipment deemed necessary within the school system. The Morgan County Charter High School buildings and equipment will be insured in the same manner as other schools within the school system. Property coverage consists of Total Insured Values of \$39,671,393. This includes all building values and contents. Boiler and Machinery coverage also has a limit of \$39,671,393. The Current Insurance coverage is underwritten through Trident Insurance Services which is a member of the Argonaut Insurance Group.

Per Morgan County Board of Education Policy *EGD- LIABILITY INSURANCE PROGRAM* (see Appendix R), provides general liability and school board liability insurance for the protection of its employees. The Morgan County Charter High School employees are also covered under this insurance program. The policies provide for legal expenses and damages that might arise from suits brought against an employee for incidents that occur while s/he is carrying out assigned duties. The general liability policy covers bodily injury and property damage. The school board liability policy covers claims arising from an error, misstatement, omission, neglect or breach of duty in the discharge of school system employment duties. General Liability Coverage is \$1,000,000 per Occurrence with a \$2,000,000 Aggregate. The Educators Legal Liability coverage has a limit of \$1,000,000

46. Transportation of students to the Charter School will be provided by the Morgan County School System. The charter school will comply with Morgan County policies and procedures with regard to transportation of students. Transportation will be made available to and from school, including the optional after school programs, fall and winter intersession programs, and summer school.

47. The transportation program will comply with applicable law.

48. Not applicable

49. – 50. The current on-site food service system will be retained. This service provides two meals, breakfast and lunch, to all students and staff. The charter school will continue to adhere to federal guidelines pertaining to the free and reduced nutrition program for qualifying students. Lunch prices will be determined by the Morgan County School System.

FACILITIES

51. Morgan County High School sits on the site of the former Madison A&M College. Although the original college buildings no longer exist, the association with the property still exists. The layout resembles a college campus with several buildings and established landscaping. Currently, the schools includes a fully-appointed cafeteria, an auditorium, a media center, an agricultural center, a Middle College building, several classroom buildings, a football field, tennis courts, a track with a soccer field, a football stadium, a football practice field, a baseball field, softball fields, two courtyards for student activities, and a fieldhouse. Construction has begun on an additional gymnasium.

Additions and upgrades to the facilities include:

- Cafeteria remodel and expansion
- Agriculture center
- Track and soccer field
- Middle College building remodel

As a conversion charter school, the Morgan County Board of Education provides their assurance regarding their ownership of the facility and compliance with all building code standards and regulations, fire, safety, environmental and accessibility requirements. Morgan County School System will continue to provide required maintenance of the facility.

52. A certificate of occupancy for the Cafeteria is attached in Appendix D. The main building was occupied by Morgan County High School in 1958 and the certificate could not be located at the school. The City Planner's office is researching our request and will produce a copy as soon as possible.

53. SITE SPECIFIC SAFETY PLAN FOR MORGAN COUNTY HIGH SCHOOL

UNIVERSAL EMERGENCY PROCEDURES

Morgan County High School has adapted the system wide Universal Emergency Procedures to better serve the school. The Procedures are on the following pages. Teachers will be given copies of the attached procedures and are to keep the procedures, class roll, and color coded cards immediately accessible. In event of an emergency situation each teacher can refer to the procedures for a quick reference of their duties during an emergency.

Addition to Universal Emergency Procedures:

FAMILY REUNIFICATION

Once students are at evacuation site, with consent of law enforcement (some students may be witnesses and can not be released until interviewed by law enforcement), students will be reunited with their families. The office staff and teachers without students will establish a check out station where parents can pick up their child. All routine checkout procedures apply. **ONLY ADULTS ON THE STUDENTS PICK UP AUTHORIZATION MAY PICK THE STUDENT UP.**

PROCEDURES FOR ACTIVATION OF EMERGENCY PLAN

Morgan County High School will follow the system wide plan with the following modification:

Parents and visitors in the building during an emergency will remain in the room they are in at the time of the emergency and will follow the directions of the teacher or staff person in charge. Parents and visitors who arrive at the school after an emergency begins will not be allowed access and will be referred to the Board of Education.

RISK FOR HARM CATEGORIES

Morgan County High School specifies that:

“Code Blue” will be any event that requires evacuation of the facility. Any time a “Code Blue” is issued the entire campus will be evacuated.

“Code Red” will be any event that requires a lock down of the facility. Any time a “Code Red” is issued the entire campus will be locked down.

"Code Yellow" will be any serious injury or medical event that requires a response from properly trained staff members.

EMERGENCY EVACUATION KITS

In addition to the system wide procedures, Morgan County High School will:

- Have two (2) evacuation kits. One will be stored in the main office. The second will be stored in the media center.
- Media center and main office staff will have primary responsibility for bringing kits to evacuation site. Counselors will bring kits if primary person are not available.
- Each kit will contain the most recent yearbook. Morgan County High School will obtain the most recent yearbook from the Middle School so 9th graders can be identified.
- Blank paper, markers and tape will also be included in each kit.

MORGAN COUNTY HIGH SCHOOL EMERGENCY PROCEDURES

<p><u>A. EVACUATION</u> (For use when conditions outside are safer than inside) Announcement is “CODE BLUE, SITE <u>(A OR B)</u>.</p> <ul style="list-style-type: none"> • A=Heritage Park B=Cedar Lakes • Have students leave everything except coats. • Take emergency pack • Leave lights on and door open. • Leave quietly, in single file line along the walls. • Once outside students will walk two by two to evacuation site. • Special needs student will go to car riders where they will be driven by Principal’s designee to site. • While walking to site, students may not leave the class for any reason • Once at the site, teachers will take roll, check for injuries, and display color card. • At evacuation site, students will be grouped by team. Connections teachers will assist with crowd control and parent reunification. • If necessary students will be bussed to secondary site. • Custodians will sweep building, checking for suspicious objects and close classroom doors once checked. 	<p><u>B. REVERSE EVACUATION</u> (For use when conditions inside are safe) Announcement to return to school will be made by UNIFORMED POLICE OFFICER ONLY</p> <ul style="list-style-type: none"> • Move students back to school in two by two lines. • Students with special needs will be driven back to school by Principal’s designee. • Once back in class teachers will take role and report attendance to office immediately.
<p><u>C. SEVERE WEATHER.</u> Severe weather alarm will sound</p> <ul style="list-style-type: none"> • Quickly move to designated safe area. • Leave all personal items. 	<p><u>C. SHELTER IN PLACE/NON EMERGENCY LOCK DOWN</u> (Hazardous materials, serious injury, death, assault, runaway student)</p>

<ul style="list-style-type: none"> ● Close classroom doors. ● Students may need to sit in double rows. ● Classes in portable classrooms shall move to the main building ● Take roll and display color card. ● Remain in safe area until “all clear is given by Principal”. 	<p>Announcement is “We are in a non-emergency lockdown”.</p> <ul style="list-style-type: none"> ● Students are to be cleared from halls and restroom immediately. ● Close and lock door. ● Close windows and blinds (keep one blind at least partially open) ● Take roll and display color card. ● Do not allow anyone to leave room ● Stay away from doors and windows ● Custodians/Administrators will sweep building and secure exterior doors. ● Continue with quiet teaching ● Principal will announce when to resume normal activities.
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<p><u>C. SEVERE WEATHER.</u></p> <p>Severe weather alarm will sound</p> <ul style="list-style-type: none"> ● Quickly move to designated safe area. ● Leave all personal items. ● Close classroom doors. ● Students may need to sit in double rows. ● Classes in portable classrooms shall move to the main building ● Take roll and display color card. ● Remain in safe area until “all clear is given by Principal”. 	<p><u>D. SHELTER IN PLACE/NON EMERGENCY LOCK DOWN</u></p> <p>(Hazardous materials, serious injury, death, assault, runaway student)</p> <p>Announcement is “We are in a non-emergency lockdown”.</p> <ul style="list-style-type: none"> ● Students are to be cleared from halls and restroom immediately. ● Close an lock door. ● Close windows and blinds (keep one blind at least partially open) ● Take roll and display color card. ● Do not allow anyone to leave room ● Stay away from doors and windows ● Custodians/Administrators will sweep building and secure exterior doors. ● Continue with quiet teaching ● Principal will announce when to resume normal activities.
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<p><u>E. LOCKDOWN</u> (For use to protect building occupants from potential danger in the building) Announcement is “CODE RED”</p> <ul style="list-style-type: none"> • Students are to be cleared from halls and restrooms immediately. • Office Staff should immediately call Central Office • Close and lock door. • Close and lock windows. • Close all blinds (leave one set partially opened) • Turn off lights • MOVE students away from doors and windows. • Take roll and display color card. • BE QUIET • IGNORE FIRE/SEVERE WEATHER ALARMS • ONLY OPEN DOOR FOR UNIFORMED POLICE OFFICER 	<p><u>F. DROP, COVER, AND HOLD</u> (be used for earthquakes, nuclear attack, etc) Announcement is “Drop and Cover”</p> <ul style="list-style-type: none"> • Drop to floor • Take cover under desk or table. • Face away from windows • Cover eyes by leaning face against your knees and cover back of your head with your arms and hands. • Don’t move until danger passes. • After danger has passes take roll, check for injuries and damages and report them to main office. • Wait for further instructions
<p><u>G. FIRE ALARM</u></p> <ul style="list-style-type: none"> • When alarm sounds, get emergency pack. • Take students as quickly as possible to fire drill site. • Leave personal belongings. • Take roll and display color card. • Do not return to building until all clear is given. • If there is actually fire, be prepared to evacuate to site A or B as outlined in box A above. 	<p><u>H. LOCKDOWN FOR NON-INSTRUCTIONAL TIME</u></p> <p>When Code Red is given and you and class are in:</p> <p>GYM: Go to locker rooms. If full assembly, back half goes to locker rooms, front half should move quickly to 8th grade classrooms.</p> <p>LUNCHROOM: Go into Kitchen or Classrooms across from back doors as directed by cafeteria manager.</p> <p>MEDIA CENTER: Go into back storage room.</p> <p>If NON-EMERGENCY lockdown is given, close and lock doors to area and remain there until all clear is given.</p>

USE OF COLOR CODED CARDS:

GREEN: You have all your students, no one is injured and everything is OK.

YELLOW: You have extra or missing students (indicate who on card).

RED OR NO CARD: The danger is in your room, or there are serious injuries in room.

BOMB THREATS / EXPLOSIONS / SUSPICIOUS PACKAGES

Morgan County High School will follow the system wide plan with the following modifications:

- Fire alarms will not be used to evacuate building. The principal or his designee will announce “Code Blue. Proceed to Evacuation Site ____.”

- Physically impaired students will to the car rider area and the principal or designee will arrange transportation to appropriate site.
- Will not use the fire alarm.
- All staff will cease the use of cell phone and two-way radios.

FIRE

Morgan County High School will follow the system wide plan with the following modifications:

- Custodians will shut off utilities once fire is verified
- Administrators will insure that entrances to campus are not blocked

HAZARDOUS MATERIALS EMERGENCY

Morgan County High School will follow the system wide plan with the following modifications:

- Teachers and staff who have the capability to turn off air conditioning and heating for their room should do so
- Custodians will shut off air conditioning and heating systems school wide.

ELECTRICAL STORMS

Morgan County High School will follow the system wide plan with the following modifications:

- Any class being held in the health room should go into the field house. If those doors are locked, go into the main building.

SERIOUS INJURY/DEATH

In addition to the system wide procedures, Morgan County High School will:

In the event of an unconscious person, the main office will notify properly trained staff to respond by announcing **“Code Yellow at (and give location).”** The main office staff will then call 911.

A properly trained staff member will respond to the incident location with an AED. Upon arrival the staff person will:

- 1) Establish Unresponsiveness.
- 2) Open Airway, look, listen, feel
- 3) If patient is not breathing adequately, administer two breaths.

- 4) If no signs of circulation, begin CPR until an AED arrives.
- 5) When an AED arrives follow procedures for proper use of the AED.

Morgan County High School has 4 AED units. The units are stored at the following locations:

- 1) The Main Office
- 2) In the Health Occupations classroom in the Vocational Tech Building
- 3) Faculty restroom in Science hallway between rooms 202 and 204
- 4) Coach Sitzmann's office (Note: this unit is used for P.E. classes, home sporting events and checked out by sports team going to away events. This unit therefore, may or may not be available on campus and responders should obtain AED from other locations)

PARENT AND COMMUNITY INVOLVEMENT

54. Morgan County High School sought innovative, creative means for meeting the needs of our students. Talk of seeking charter status began over two years ago as the teachers and administrators sought more efficient ways to organize the school to deliver relevant curriculum and experiences to our students. Many of our students struggled in academic work and graduation rate was lower than we considered acceptable. Meetings of faculty, parents, and the School Council reviewed reports of mediocre test scores and a widening achievement gap between demographic groups. The dropout rate was increasing. MCHS needed a means to keep school relevant to all students. As we added innovative programs and personalized instruction on an individual basis when necessary, it became evident that additional flexibility was needed to provide exceptional programming to our students. We began considering charter status as we observed the benefits our primary and elementary schools were receiving through their charters. This year our middle school begins its charter. Discussions turned to the advantages of charter status for MCHS.

55. Parents will continue to participate at Morgan County High School through booster clubs, parent information meetings, Open Houses, and membership on the School Council. Additionally,

- Parents will be required to attend serious disciplinary conferences and will be encouraged to attend all academic conferences.
- MCHS will strive to increase parental influence by inviting parents as classroom guest speakers in career exploration, demonstrations of the arts, and any other talent or skill they can demonstrate which has a curricular link.

- Parents and community members serve as mentors in the Mentoring Program. In 2006-2007, sixty-nine students received academic and personal support from mentors. During the charter period, we will increase mentorship.
- MCHS will continue and deepen its relationship with business partners throughout the county. Through the Partners in Education program sponsored by the Chamber of Commerce and the Morgan County Schools, the school and the businesses profit. Businesses provide the school with guest speakers, funding for afternoon programs and breakfasts before testing, and intern and volunteer positions for students. The school provides volunteers and interested workers as well as special programs and presentations for civic and social organizations.
- MCHS also maintains relationships with DeKalb Technical College, Georgia Military College, Georgia Perimeter College, and the University of Georgia through our joint enrollment and dual enrollment programs. DeKalb Tech and Georgia Military College both teach dual enrollment classes on our campus during the day.

DEMONSTRATION OF FISCAL FEASIBILITY AND CONTROLS

56. The Charter School will operate according to the budget provided by the Morgan County Board of Education. It will be consistent with Morgan County per-pupil allocations at non-charter schools including the same grade levels and academic programs.

57. Fiscal accountability will be maintained through the Morgan County Board of Education’s finance department for any funding provided by the Morgan County Board of Education and the Georgia Board of Education. The Charter School will participate in annual financial audits with all other Morgan County Schools.

To ensure sound fiscal management, the Charter School will follow the policies and procedures established by the Morgan County Board of Education.

58. The per-pupil expenditure for the Charter School is calculated by dividing the total budget for the year(reference chart below) by the number of students enrolled. Over the course of the three-year charter, we forecast the student enrollment will rise by five percent and nine percent during the five-year projected budget. Enrollment projections and per pupil allocations are approximations.

	Year One	Year Two	Year Three	Year Four	Year Five
Projected Enrollment	996	1021	1046	1072	1099
Total Budget	\$7,256,322	\$7,566,089	\$7,944,393	\$8,341,163	\$7,944,393
Per Pupil Expenditures	\$ 7,285	\$ 7,411	\$ 7,592	\$ 7,781	\$ 7,970

The Charter School shall operate according to the budget below and as such budget may from time to time be revised.

Morgan County Charter High School Budget*

Estimated Budget	Year One	Year Two	Year Three	Year Four	Year Five	Total Term
Revenues (Federal, State and Local)	\$7,256,322	\$7,566,089	\$7,944,393	\$8,341,613	\$8,758,693	\$39,867,110
Expenses						
Instructional Salaries & Benefits	\$5,669,844	\$5,953,336	\$6,251,003	\$6,563,553	\$6,891,731	\$31,329,467
Pupil Services Salaries & Benefits	\$ 223,230	\$ 234,392	\$ 246,111	\$ 258,417	\$ 271,337	\$ 1,233,487
Media Salaries & Benefits	\$ 119,760	\$ 125,748	\$ 132,035	\$ 138,637	\$ 145,569	\$ 661,749
Administration Salaries & Benefits	\$ 667,430	\$ 700,802	\$ 735,842	\$ 772,634	\$ 811,265	\$ 3,687,973
Maintenance & Operation Salaries & Benefits	\$ 164,471	\$ 172,695	\$ 181,329	\$ 190,396	\$ 199,916	\$ 908,807
Professional Learning	\$ 41,000	\$ 43,050	\$ 45,203	\$ 47,463	\$ 49,836	\$ 226,552
Supplies/Textbooks	\$ 289,587	\$ 304,066	\$ 319,270	\$ 335,233	\$ 351,995	\$ 1,600,151
Equipment/Software	\$ 81,000	\$ 32,000	\$ 33,600	\$ 35,280	\$ 37,044	\$ 218,924
	\$7,256,322	\$7,566,089	\$7,944,393	\$8,341,613	\$8,758,693	\$39,867,110

**This budget is only an estimate. The Charter School will continue to receive the same funding as other schools in Morgan County.*

The Charter School's transportation and lunch program will continue to be managed and financed by Morgan County School System utilizing revenues from the Morgan County Board of Education, the Georgia Department of Education, and the United States Department of Education.

59. The Charter School will continue to receive state and local funding from the local board of education at the same rate and at the same time as all other Morgan County Schools. There will not be a break in funding when the Charter School begins operation.

60. The Charter School will comply with the federal monitoring requirements for schools receiving federal funds.

61. As a Charter School there may be additional funds and grant opportunities available through state, federal and private sources. The Charter School will continue to apply for and obtain additional funds, which will be used for items including, but not limited to,

additional instructional supplies, technology, media, salaries to support after school programs, and facility improvements.

DESCRIPTION OF GOVERNANCE STRUCTURE

62. The Charter School will utilize a local school council as provided for in O.C.G.A § 20-2-85.

63. – 72. Not applicable

73. MCHS will continue and deepen its relationship with business partners throughout the county. Through the Partners in Education program sponsored by the Chamber of Commerce and the Morgan County Schools, the school and the businesses profit. Businesses provide the school with guest speakers, funding for afternoon programs and breakfasts before testing, and intern and volunteer positions for students. The school provides volunteers and interested workers as well as special programs and presentations for civic and social organizations.

MCHS also maintains relationships with DeKalb Technical College, Georgia Military College, Georgia Perimeter College, and the University of Georgia through our joint enrollment and dual enrollment programs. DeKalb Tech and Georgia Military College both teach dual enrollment classes on our campus during the day. No conflict of interest is anticipated with any of these partnerships and relationships.

74. Any conflicts resulting from the operation of the Charter School will be resolved through discussion. If no consensus results, the final decision regarding resolution of conflicts between the School Council and the Board of Education will be made by the Board.

75. The Charter School has not and does not intend to contract for services of a for-profit entity or any other management agency.

STATEMENT ON ANNUAL REPORT

76. The Charter School shall, by October 1, submit an annual report that includes all State-mandated assessment and accountability scores and compiles with all requirements set out in O.C.G.A § 20-2-2067.1 c(1)-(6).

REQUIRED ATTACHMENTS/APPENDICES

77. Charter School’s proposed annual calendar and draft of the Charter School’s daily schedule are located in Appendix B.

78. Not applicable. There will not be any intended contracts for the provision of educational management services or the provision of supplemental educational services and remediation.

Note: Appendices are listed in the order they are found in the Charter petition.

**APPENDIX A
CODE OF CONDUCT**

**APPENDIX B
ANNUAL CALENDAR
DAILY SCHEDULE**

**APPENDIX C
SYSTEM GRIEVANCE POLICY**

**APPENDIX D
CERTIFICATE OF OCCUPANCY**

**APPENDIX E
LETTER OF INTENT**

**APPENDIX F
BOARD POLICY EG – INSURANCE MANAGEMENT**

**APPENDIX G
SUMMARY SCHEDULE OF BENEFITS**

**APPENDIX H
SHORT-TERM DISABILITY INSURANCE**

**APPENDIX I
LONG-TERM DISABILITY INSURANCE**

**APPENDIX J
GROUP TERM LIFE INSURANCE**

**APPENDIX K
INDIVIDUAL LIFE INSURANCE**

**APPENDIX L
DENTAL INSURANCE**

**APPENDIX M
VISION INSURANCE**

**APPENDIX N
CANCER INSURANCE**

**APPENDIX O
HEALTH FLEXIBLE SPENDING ACCOUNT**

**APPENDIX P
BOARD POLICY EGC – INSURANCE MANAGEMENT, PROPERTY**

**APPENDIX Q
BOARD POLICY EGD – LIABILITY INSURANCE PROGRAM**

**APPENDIX R
REFERENCES**

APPENDIX A

CODE OF CONDUCT ADMINISTRATIVE PROCEDURES Descriptive Code: JCDA-R

CODE OF CONDUCT (BEHAVIOR CODE) Date: September, 2004

Student Conduct Code and Consequences

The Morgan County Board of Education set forth their expectations for student behavior in a conduct code (Policy JCDA). Though the ideal situation would be for all students to meet those expectations, the nature of childhood and adolescence results in inevitable violations of those rules by some students. Teaching students that there are consequences for the choices anyone makes regarding behavior is an important part of their education.

Therefore, the following guidelines have been provided for the teachers and administrators to use in assigning consequences for violation of the rules set forth by the Board of Education. Of course, each case is different in circumstances and in the previous conduct record of the student, as well as the age of the student. Teachers and administrators will take each of those things into consideration as they find appropriate consequences among the ranges specified here. Teachers are expected to deal with conduct issues in their classrooms unless the matter cannot be solved there, or if the offense requires referral to the principal's office.

There may be instances when a primary or elementary school-aged child commits an offense that does not have specific consequences listed for that age level in the code itself. Should that happen, the principal will determine if the consequences listed for the older child are appropriate for the younger child. The principal may confer with the superintendent regarding appropriate disciplinary actions in regard to the offender. All rules apply to students on school property at any time; off school grounds at a school activity, function or event; en route to and from school; or on a school bus or other vehicle transporting students to school or school activities; or at school bus stops.

Rule 1. Disruption of and Interference with School

No student shall:

- A. Occupy any school property with intent to deprive others of its use; block any entrances or exits of school property to deprive access thereto.**

Range of Consequences: Teacher-parent conference to a disciplinary tribunal with a recommendation to suspend long term or expel (middle and high only)

- B. Set fire to or otherwise damage any school property.**

Range of Consequences: Replacement cost and a disciplinary tribunal with a recommendation to suspend long term or expel (primary, elementary, middle and high)

C. Prevent another student from attending a class or school activity.

Range of Consequences: Teacher consequences within the confines of the classroom for initial or minor offenses, to referral to a disciplinary tribunal with a recommendation to suspend long term or expel (primary, elementary, middle and high).

D. Prevent or attempt to prevent the normal functioning of school, a class activity or lawful assembly on the school campus.

Range of Consequences: Short-term out-of-school suspension if the act was a prank to a disciplinary tribunal with a recommendation to suspend long term or expel if the act was a threat to safety (primary, elementary, middle and high).

E. Block normal pedestrian or vehicular traffic on campus or adjacent grounds.

Range of Consequences: Referral to the principal's office for discipline if the act was a prank to a tribunal hearing with a recommendation ranging from alternative program placement (short-term) to expulsion if the act was a threat to safety (middle and high only).

F. Continuously and intentionally make noises and act in any manner so as to disrupt class and interfere with the teacher's ability to properly conduct his/her class or any other persistent violation of the code of conduct.

Range of Consequences: Teacher consequences within the confines of the classroom, to referral to principal's office if a repeated offender, to referral to a disciplinary tribunal if a chronic offender (primary, elementary, middle and high).

G. Refuse to identify or falsely identify him/herself upon request of any teacher, principal, superintendent, school bus driver, or other authorized school personnel.

Range of Consequences: Teacher consequences within the confines of the classroom, to referral to principal's office if occurs repeatedly or maliciously to avoid punishment, to referral to a disciplinary tribunal if occurs concurrently with an act of excessive violence (middle and high only).

H. Urge, encourage or counsel other students to violate any school rule.

Range of Consequences: Teacher conference with the student to referral to principal's office for possible short-term alternative program assignment, to referral to tribunal hearing (primary, elementary, middle and high).

I. Display, possess, discharge (or threaten to discharge) any explosive on school property.

Range of Consequences: Automatic disciplinary tribunal hearing with recommendation to expel (primary, elementary, middle and high).

J. Use any electronic devices while inside a school facility or during the process of an instructional activity. Electronic devices that might interfere with school bus communication equipment or the bus driver's operation of the school bus may not be used.

"Electronic devices" includes cellular telephones and pagers, radios, tape or compact disc players, or any other communication and/or entertainment equipment.

At the bus driver's discretion, he/she may allow use of radios, tape or compact disc players WITH HEADPHONES ONLY.

The only exception would be a parent placing on file in the principal's office a statement of a licensed physician certifying that such a device is necessary for the health of the student.

Range of Consequences: Referral to the principal's office for consequences to include confiscation of the device until parents retrieve it, possible short term alternative program placement, or possible out-of school suspension.

K. Distribute materials that would cause substantial disruption of the educational setting or any school activity. Such prohibited materials include, but are not limited to: materials which are obscene; materials which incite students to violate a federal, state or local law, or a state or local school board policy; pornographic materials; materials degrading to any specific individual; materials designed for commercial purposes.

Range of Consequences: Teacher conference with the student with confiscation of the item for primary and elementary students, to referral to the principal's office for consequences, to referral to a disciplinary tribunal with a recommendation to suspend long term or to expel for middle and high students.

L. Perform any other act that in any way disrupts or obstructs any lawful mission, process or function of the school.

Range of Consequences: Teacher consequences for minor acts, to referral to the principal's office if the disruption affects the entire school, to referral to a disciplinary tribunal if the act poses a threat of any kind (primary, elementary, middle or high).

Rule 2. Damage or Destruction of School Property

A. A student shall not intentionally cause or attempt to cause damage to school property, including but not limited to marking, defacing or destroying said property.

Range of Consequences: Restitution costs in every case; teacher consequences to include a conference with the parent if damage is a matter requiring cleaning; referral to principal's office with parent conference if damage is a matter requiring repair; and referral to a tribunal hearing if damage is substantial and requires replacement (primary, elementary, middle and high).

B. A student shall not steal or attempt to steal school property.

Range of Consequences: Restitution costs in every case; teacher consequences to include a parent conference if the matter involves school materials/supplies; referral to principal's office with parent conference if the matter involves equipment or money; and referral to a tribunal hearing with a recommendation for long-term suspension or expulsion if the matter involves a substantial amount or value in the opinion of the principal (primary, elementary, middle and high).

Rule 3. Damage or Destruction of Private Property

A. A student shall not intentionally cause or attempt to cause damage to private property, to include but not be limited to marking, defacing or destroying said property.

Range of Consequences: Restitution costs in every case; teacher consequences to include a conference with the parent if damage is a matter requiring cleaning; referral to principal's office with parent conference if damage is a matter requiring repair; and referral to a tribunal hearing if damage is substantial and requires replacement (primary, elementary, middle and high).

B. A student shall not steal or attempt to steal private property.

Range of Consequences: Restitution costs in every case; teacher consequences to include a parent conference if the matter involves school materials/supplies; referral to principal's office with parent conference if the matter involves money or valuable possessions; and referral to a tribunal hearing with a recommendation for long-term suspension or expulsion if the matter involves a substantial amount or value in the opinion of the principal (primary, elementary, middle and high).

C. A student shall not conspire to steal or damage private property.

Range of Consequences: Restitution costs in every case; teacher consequences for primary and elementary students; referral to the principal's office for middle and high

school students with possible referral to disciplinary tribunal if the matter involves a substantial amount or value in the opinion of the principal

Rule 4. Assault on, Battery or Disrespect to a School Employee

A. A student shall not verbally or physically threaten physical violence to a school employee or any person attending a school related function.

Range of Consequences: Report to law enforcement and notification of parents of a disciplinary tribunal hearing with a recommendation to expel for a minimum of the remainder of the school year with the opportunity to apply to the alternative education program the subsequent year. Notification of law enforcement as required by law is the responsibility of the principal.

B. A student shall not commit any act of physical violence toward any school employee or behave in such a way that physical injury to any school employee or any person attending a school related function could result.

Range of Consequences: In the case of irresponsible actions or physical violence that does not result in harm, referral to the principal's office (or Director of Operations if a bus incident) for consequences including a parent conference (to write a bus behavior contract if incident occurred on bus) to referral to a disciplinary tribunal hearing (primary, elementary, middle and high). When, in the judgment of the principal (or Director of Operations in a bus incident), a case of an actual act of physical violence against a teacher, school bus driver, or other school official or employee, the student will be suspended from school for a period of up to 10 school days pending a tribunal hearing. If the tribunal finds the student has committed an act of physical violence against a teacher, school bus driver, school official or school employee, the student shall be expelled from the public school system for the remainder of the student's eligibility to attend public school pursuant to Code Section 20-2-150. The Board of Education, at its discretion, may permit the student to attend an alternative education program for the period of the student's expulsion. If such an act is committed by a student in grades K-8, then the Board of Education, at its discretion and with the recommendation of the tribunal, may permit such a student to reenroll in the regular public school program for grades nine through 12. If the student is in grades K-5, the Board, at its discretion and with the recommendation of the tribunal, may allow the student to reenroll in the public school system at a date determined by them. The student will be referred to juvenile court as required by law.

C. A student shall not through physical actions, gestures or verbal abuse, such as profane and obscene language, show disrespect to any school employee or any person attending a school related function.

Range of Consequences: Teacher consequences for initial or minor infractions; referral to the principal's office if repeated or substantial in nature; referral to a disciplinary tribunal if chronic (primary, elementary, middle and high).

- D. A student shall not intentionally fail to obey any teacher, substitute teacher, student teacher, paraprofessional, administrator, or other authorized school personnel's lawful and reasonable request.**

Range of Consequences: Teacher consequences for initial or minor infractions; referral to the principal's office if repeated or substantial in nature; referral to a disciplinary tribunal if chronic (primary, elementary, middle and high).

Rule 5. Physical and Verbal Abuse by a Student to Another Student or Person not Employed by the School

- A. A student shall not through physical actions, gestures or verbal abuse, such as profane and obscene language, show disrespect to any other student or person not employed by the school at school related functions.**

Range of Consequences: Teacher consequences for initial or minor infractions; referral to the principal's office if repeated or substantial in nature; referral to a disciplinary tribunal if chronic (primary, elementary, middle and high).

- B. A student shall not threaten, cause or attempt to cause bodily injury to any other student or person not employed by the school at school related functions.**

Range of Consequences: Referral to the principal's office for consequences including a parent conference for all grade levels, to a referral to a disciplinary tribunal hearing for violence or threats of violence of a serious nature for middle and high school students. Report to law enforcement required if assault is of an aggravated nature.

- C. A student shall not threaten another student or person not employed by the school at any school related function with sexual harassment as defined pursuant to Title IX of the Education Amendments of 1972. (Refer to Rule #13).**

Rule 6. Weapons and Dangerous Instruments

A student shall not possess, handle or transmit an object that can reasonably be considered a weapon, including those defined in state law and Morgan County Board of Education Policy JCDAE and all knives.

Exceptions to the rule are also noted in state law and Morgan County Board of Education Policy JCDAE. A student shall not use self-defense sprays such as mace or pepper gas to threaten, intimidate or injure any person or to otherwise cause fear for the safety of any person.

Range of Consequences: 1) Possession of a knife with a blade less than 2": Conference with Parents to Suspension from School at Principal's discretion (all levels).

2) Possession of any weapon as defined in federal or state law and/or Morgan County Schools Board Policy, or use of any knife of any size to threaten or harm another: Automatic disciplinary tribunal hearing with recommendation to expel for a full calendar year, according to requirements of the law. Law enforcement will be notified. (primary, elementary, middle and high).

If the tribunal allows, an expelled student may enroll in the CrossRoads Alternative School or another appropriate alternative setting. Each case is subject to review by the superintendent, who has the authority to modify the expulsion requirement in unusual circumstances.

Rule 7. Narcotics, Tobacco, Alcoholic Beverages and Drugs

- A. A student shall not possess, sell, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, inhalant, alcoholic beverage or intoxicant of any kind.**

Range of Consequences: Automatic disciplinary tribunal hearing with recommendation to range from out-of-school suspension to expulsion with referral to law enforcement if required by law (primary, elementary, middle and high).

- B. A student shall not possess, sell, use, or transmit any tobacco product.**

Range of Consequences: Referral to the principal's office for consequences that range from five days out-of-school suspension to a disciplinary tribunal hearing for repeat offenders, where the maximum consequence is long-term suspension for the remainder of the semester (middle and high).

- C. A student shall not possess, sell or transmit any substance under the pretense that it is, in fact, a prohibited substance.**

Range of Consequences: Referral to the principal's office for consequences that range from five days out-of-school suspension to a disciplinary tribunal hearing for repeat offenders, where the maximum consequence is long-term suspension for the remainder of the semester (middle and high).

Rule 8. Indecency

A student shall conform to established local mores of decency. They should refrain from:

- 1. Use of vulgar or profane language,**
- 2. public display of affection,**
- 3. indecent exposure ,or**
- 4. other acts considered indecent**

Range of Consequences: For items 1 and 2 listed above, teacher consequences are appropriate for minor infractions at all grade levels. For 3 and 4 listed above, referral to the principal's office is appropriate for consequences that range from parental conference to referral to a disciplinary tribunal hearing for cases of a shocking or serious nature committed by middle and high school students.

Rule 9. Inappropriate Sexual Behavior

A student shall not engage in acts that are inappropriate sexual behavior, including, but not limited to:

- 1. Improper touching**
- 2. Crude and unacceptable language**
- 3. Crude and unacceptable gestures.**

Range of consequences: Referral to principal's office with consequences ranging from a parent conference to referral to a disciplinary tribunal hearing for cases of a serious nature in the judgment of the principal or principal's designee. Notification of law enforcement or DFACS may be required, based on act (middle and high).

Rule 10. Truancy

Failure to comply with compulsory attendance as required under O.C.G.A. Section 20-2-690.1, including deception about an absence or tardy to school authorities, parents or both is prohibited. No student shall encourage, urge or counsel other students to be truant.

Range of Consequences: Referral to principal's office for consequences that range from a conference with the student to referral to the school social worker (primary, elementary, middle and high).

Rule 11. Felony Offenses and Off-Campus Acts that Impact Schools

- A. A student who has been arrested, charged or convicted in a court with a felony or an offense which would be considered to be a felony if the student were an adult may be disciplined or excluded from school.**

Range of Consequences: Short-term out-of-school suspension to referral to a disciplinary tribunal hearing with a recommendation to expel (middle and high); all teachers to whom the student is assigned will be notified of the student's status and given an opportunity to review the student's file.

- B. A student who is charged with an assault on another student, a violation of the drug laws or sexual misconduct of a serious nature and whose presence at school is likely to endanger other students or staff or cause substantial disruption to the educational climate may be disciplined or excluded from school.**

Range of Consequences: From short-term out-of-school suspension to referral to a disciplinary tribunal hearing with a recommendation to expel (middle and high); all teachers to whom the student is assigned will be notified of the student's status and given an opportunity to review the student's file.

Rule 12. Gambling

Gambling on school property or at any school function is prohibited.

Range of consequences: Teacher consequences for minor offenses or incidents occurring in all schools; referral to principal's office with consequences ranging from a parent conference to referral to a disciplinary tribunal hearing for cases involving an organized "business" operation for students at the middle or high schools.

Rule 13. Harassment

A student shall not violate Board Policy JGIA: Sexual Harassment or JGIB: Racial Harassment.

Range of Consequences: Referral to the principal's office with consequences ranging from out of school suspension to referral to a disciplinary tribunal hearing with a recommendation to expel and notification of law enforcement when required (elementary, middle and high).

Rule 14. Bullying

A student must not attempt to use, nor threaten to use, force to inflict injury on another student when there is an apparent ability to do so. A student must not exhibit an intentional display of force that would cause the victim to fear or expect bodily harm.

Range of Consequences: Referral to the principal's office for consequences that range from short-term assignment to an alternative educational setting to automatic assignment to alternative school upon the third offense (middle and high).

Rule 15. Cheating and/or Forgery

A student must not use the work of others nor represent it as his or her own.

Range of Consequences: Teacher consequences in the confines of the classroom to referral to the principal's office for consequences ranging from parental conference to loss of credit (primary, elementary, middle and high).

Rule 16. Bus Transportation

All rules in the regular Code of Conduct (JCDA-R) apply to behavior on a school bus or at a school bus stop. The Morgan County School System operates bus service

for all pupils. A student is expected to act in a quiet and orderly manner when loading, riding, and unloading the bus. This service is a privilege and may be denied for undesirable behavior. The bus driver must be obeyed at all times. If a student feels an order from the driver is unjust, it should be obeyed nonetheless and then the incident reported to the transportation director. Students who come to school on the bus should return home on the bus unless he or she has a note from the parent or guardian and signed by the principal or designee. All bus discipline cases of safety violation are viewed as serious violations. Bus conduct rules are listed in Policy JCDAD-R/EDCB-R. Drivers will make the final decision as to whether or not to file a report on a student for any rule violation.

If a report is filed on a student, the consequences are:

Grades PK-5:

- 1st Offense, Grades PK-5: Warning sent to parents
- 2nd Offense for PK-5: Off bus five (5) days
- 3rd Offense for PK-5: Off bus ten (10) days
- 4th Offense for PK-5: Off bus rest of the school year

Grades 6-12:

- 1st Offense: Off bus five (5) days, with parent conference
- 2nd Offense: Off bus rest of the school year

Please note there is not an official warning in writing from a driver or the Director of Operations in grades 6—12. The rules are communicated, the consequences are communicated and these students know what they are.

Physical violence (or language that leads to physical violence) of any kind will result in suspension from the bus for the balance of the year and some offenses are so bad that a more severe penalty may occur. Physical violence within the last 45 days of school may have consequences that carry into the next school year. See Policy JCDA-R/EDCB-R (Sent home with students at the beginning of the year or upon enrollment).

Adopted: January 14, 1997

Revised: July 1999; May 2000;

November 2000; July 2002;

March 2003; October 2003, December 2003

Board of Education of Morgan County

**APPENDIX B
ANNUAL CALENDAR**

2007-2008 School Calendar	
JUL 31 - AUG 3	Pre-Planning (4 days)
AUG 6	First Day of School
SEP 3	Labor Day Holiday (School Closed)
OCT 8	Teacher Contract Day (School Closed for Students)
OCT 9 – OCT 12	Fall Intersession
NOV 21 – NOV 23	Thanksgiving Holidays (School Closed)
DEC 21 – JAN 1	Winter Holidays (School Closed)
JAN 2	Teacher Contract Day (School Closed for Students)
JAN 3	First Day of 2nd Semester (Students Return)
JAN 21	Martin Luther King Holiday (School Closed)
FEB 18	Presidents' Day Holiday (School Closed)
MAR 10	Teacher Contract Day (School Closed for Students)
MAR 11 – MAR 14	Spring Intersession
APR 21 - APR 25	Spring Holidays (School Closed)
MAY 23	Last Day of School/Graduation
MAY 26	Memorial Day Holiday
MAY 27 – MAY 29	Post-Planning (3 days)

2008-2009 School Calendar	
JULY 29 –AUG 1	Preplanning (4 days)
AUG 4	First day of School
SEPT 1	Labor Day Holiday (School Closed)
OCT 3	Teacher Contract Day (School Closed for Students)
Oct 6	School Closed
NOV 26-28	Thanksgiving Holidays (School Closed)
DEC 22-JAN 2	Winter Holidays (School Closed)
JAN 5	Teacher Contract Day (School Closed for Students)
JAN 6	First Day of 2 nd Semester (Students Return)
JAN 19	Martin Luther King Holiday (School Closed)
FEB 16	Presidents' Day Holiday (School Closed)
March 6	Teacher Contract Day (School Closed for Students)
March 9-13	Spring Intercession
April 20-24	Spring Holidays (School Closed)
May 22	Last Day of School/Graduation
May 25	Memorial Day Holiday (School Closed)
May 26-28	Post-planning (3 days)

We have experimented with variations of modified block schedules for several years now. This hybrid version will be used in the 2007-2008 school year. It is very similar to the 2006-2007 schedule. We reserve the right to reconfigure the daily schedule to make it most effective for student learning.

Monday/Tuesday/Friday			
Teachers Arrive		7:45	
First Bell Students		8:00	
Tardy Bell		8:05	
Announcements		8:05-8:20	
First Period		8:20-9:10	
Second Period		9:15-10:05	
Third Period		10:10-11:00	
Fourth/Fifth Periods and Lunch	Ninth Grade 11:05-11:35 Lunch 11:40-12:30 Fourth 12:35-1:25 Fifth	Tenth Grade 11:05-11:55 Fourth 12:00-12:30 Lunch 12:35-1:25 Fifth	11TH & 12TH Grades 11:05-11:55 Fourth 12:00-12:50 Fifth 12:55-1:25 Lunch
Sixth Period		1:30-2:20	
Seventh Period		2:25-3:15	

Wednesday			
Teachers Arrive		7:45	
First Bell Students		8:00	
Tardy Bell		8:05	
Announcements		8:05-8:20	
First Period		8:20-9:40	
Third Period		9:45-11:05	
Fifth Period and Lunch	Lunch A 11:10-11:40 Lunch 11:45-1:05 Fifth	Lunch B 11:10-11:55 Fifth 12:00-12:30 Lunch 12:35-1:05 Fifth	Lunch C Ninth Grade 11:20-12:30 Fifth 12:35-1:05 Lunch
Enrichment		1:10-1:50	
Seventh Period		1:55-3:15	

Thursday			
Teachers Arrive		7:30	
T ³		7:30-8:45	
Students Supervised in Specified Areas		7:30-8:45	
Students Enter Buildings		8:45	
First Bell Students		8:50	
Tardy Bell		8:55	
Announcements		8:55-9:10	
Second Period		9:10-10:30	
Advisory Period		10:35-11:10	
Fourth Period and Lunch	Lunch A 11:15-11:45 11:50-1:10 Fourth	Lunch B Ninth Grade 11:15-11:55 Fourth 12:00-12:30 Lunch 12:35-1:10 Fourth	Lunch C 11:15-12:35 Fourth 12:40-1:10 Lunch
Enrichment/Sustained Silent Reading		1:15-1:50	
Sixth Period		1:55-3:15	

- Classes meet four times weekly
- Late in on Thursday allows for teacher professional development
- Advisory and Enrichment periods are built into the schedule
- Teachers get six sections, an Advisory Group, an Enrichment Group, a lunch, and a planning.
- Students get seven classes, a lunch, and an Advisory class and an Enrichment class.

APPENDIX C SYSTEM GRIEVANCE POLICY

SECTION 1. PURPOSE; INFORMAL RESOLUTION PREFERRED. It is the purpose of this policy to implement the provisions of the Act of the General Assembly of 1992, O.C.G.A. 20-2-989.5 et seq. In accordance with the foregoing, it is the policy of the Board of Education that certified personnel shall have the right to present and resolve complaints relating to certain matters affecting the employment relationship at the lowest organizational level possible. The Board of Education encourages all employees to resolve their complaints informally in a spirit of congeniality where possible. This policy and procedure is available where such efforts do not succeed, or where, for any other reason, the certificated employee desires to pursue this procedure.

SECTION 2. DEFINITIONS.

- a. "Level One Administrator" means the principal of a school with respect to teachers and other certificated personnel assigned to that school. With respect to the certified Administrators supervised by the Superintendent, the "Level One Administrator" shall be the Superintendent. In any case not covered by this paragraph, the "Level One Administrator" shall be the supervisory certificated person designated by the Board or in the absence thereof, by the Superintendent.
- b. "Central Office Administrator" means the local school system Superintendent.
- c. "Complaint" means any claim or grievance by a certificated employee of this school district which is filed pursuant to this policy and which comes within the scope of the policy.
- d. "Notification" means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

SECTION 3. SCOPE OF COMPLAINT; EXCLUSIONS.

- a. Scope. Unless excluded by paragraph (b) hereof, this complaint and grievance procedure is applicable to any claim by any professional employee certificated by the Professional Standards Commission who is affected by his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of this school district or with which the district is required to comply.
- b. Exclusions. This procedure shall not apply to:
 - (1) Performance ratings contained in personnel evaluation and professional development plans pursuant to Code Section 20-2-210;
 - (2) Job performance;
 - (3) Termination, non-renewal, demotion, suspension, or reprimand of any employee, as set forth in Code Section 20-2-940;
 - (4) The revocation, suspension, or denial of certificates of any employee, as set forth in Code Section 20-2-790;
- c. A certified employee who chooses to appeal under Code Section 20-2-1160, (local board tribunal or hearing) shall be barred from pursuing the same complaint under this policy.

SECTION 4. HEARING RIGHTS; EVIDENCE; REPRESENTATION; DECISIONS; RECORDS.

- a. Hearing; Evidence. The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses at each level, but the complainant may not present additional evidence at the Second or Third Hearing levels unless notice of the Complainants' intention and the evidence to be presented are submitted in writing five (5) days prior to the hearing to the Administrator who will preside at such level, and in the case of the local board, to the Superintendent. When hearing an appeal from a prior level, the local Board of Education shall hear and decide all appeals de novo.
- b. Representation. The Complainant and the administrator against whom the complaint is filed or whose decision is appealed shall be entitled to the presence of an individual, including an attorney to assist in the presentation of the complaint and the response thereto, at the Central Office Administrator and at the local Board of Education level. The presence of any individual other than the Complainant and the Administrator at Level One is prohibited, except witnesses who present testimony or documents.
- c. Hearing Officer. The local Board of Education may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.
- d. Overall Hearing Time Schedules. The overall time frame from the initiation of the complaint until rendition of the decision by the local board and notification thereof to the Complainant shall not exceed sixty (60) days.
- e. Automatic Referral To Next Level. Any complaint not processed by the administrator or the local unit of administration within the time frame required by this policy shall be forwarded to the next level for determination.
- f. Records. Accurate records of the proceedings at each level shall be kept; the proceedings shall be recorded by mechanical means; all evidence shall be preserved and made available to the parties at all times; and all costs and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that at the cost of preparing and preserving the record of the proceedings shall be borne by the local Board of Education; provided however, the cost of transcribing the transcript of evidence and proceedings before the local Board shall be borne by the party requesting same, and all costs of the record on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.
- g. Decisions. Each decision shall be made in writing and dated, and shall contain findings of fact and reasons for the particular decision reached.
- h. Notice. The decision at each level shall be delivered to the Complainant by a person designated by the Superintendent, either (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the Complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the Complainant on file with the Board of Education.

SECTION 5. FIRST LEVEL; PRESENTATION; TIME; CONTENTS. The complaint shall be presented in writing to the Level One Administrator within ten (10) calendar days after the most recent incident upon which the complaint is based. The complaint shall include the following:

- a. The mailing address of the Complainant to which all notices and other documents may be mailed;

- b. The intent of the Complainant to utilize this complaint procedure, clearly stated;
- c. A reference or description of the statute, policy, rule, contract provision or regulation that is alleged to have been violated, misinterpreted or misapplied;
- d. A brief statement of the facts reasonably calculated to show how such statute, policy, rule or regulation was violated or misapplied, and how it substantially affects the employment relationship of the Complainant; and
- e. A statement of the relief desired.

The Superintendent shall prepare forms for use in accordance with the foregoing requirements.

SECTION 6. FIRST LEVEL HEARING AND DECISION. The Level One Administrator shall record the date of filing on the complaint, and shall give notice to the Complainant of the time and place of the hearing, either by mail or hand delivery. When notice is given by mail, it shall be sent by first class mail to the address set forth in the complaint. If no address was included in the complaint, then the notice shall be sent to the last known address of the Complainant on file with the Board of Education. The Level One Administrator shall conduct a hearing on the complaint and render a decision thereon within ten (10) days of the filing of the complaint. The decision shall be dated and a copy shall be sent to the complainant as provided in Section 4 above.

SECTION 7. SECOND LEVEL; APPEAL FROM FIRST LEVEL TO CENTRAL OFFICE ADMINISTRATOR. A Complainant dissatisfied with the decision of the first level shall be entitled to appeal to the Central Office Administrator by filing written notice of appeal with the Office of the Superintendent. The appeal must be filed within ten (10) calendar days after the Complainant is notified of the Level One decision. The Central Office Administrator shall record the date of the filing on the appeal and shall notify the Complainant in writing of the time and place of the hearing by mail or hand delivery. The Central Office Administrator shall obtain copies of all minutes, transcripts, documents and other records relating to the complaint and shall conduct a hearing and render decision within ten (10) calendar days of the date of the filing of the appeal, or the hearing may be conducted by any designated representative of the Central Office Administrator who shall promptly submit his or her recommendations and findings to the Central Office Administrator for final decision. The decision shall be rendered and served on the Complainant and his/her attorney in accordance with Section 4(h).

SECTION 8. THIRD LEVEL; APPEAL TO BOARD OF EDUCATION. A Complainant or Level One Administrator dissatisfied with the decision of the Central Office Administrator may appeal to the Board of Education by filing written notice of appeal with the Office of the Superintendent. The appeal must be filed within ten (10) calendar days after the date of the decision as provided in Section 4. The Superintendent shall record the date of filing on the appeal, and shall promptly give written notice, by mail or by hand delivery, to the Complainant of the time and place of hearing. The Complainant and the Administrators against whom the complaint is filed or whose decision is being appealed shall be entitled to appear before the Board of Education and be heard. The Board of Education may direct that a pre-hearing conference be held prior to the hearing to identify issues and facilitate presentation. The local board shall conduct a hearing and render its decision in writing within twenty (20) calendar days after the hearing, and perfect service thereof on the Complainant and his/her attorney, all in accordance with Section 4.

SECTION 9. APPEALS TO STATE BOARD. Appeals from the decision of the local Board of Education shall be governed by the State Board Rule (BCAEA) governing appeals and O.C.G.A. 20-2-1160.

SECTION 10. REPRISALS PROHIBITED. No certificated personnel shall be subjected to reprisals as a result of filing any complaint under this policy. Any reprisals may be referred to the Professional Practices Commission.

SECTION 11. COLLECTIVE BARGAINING DISCLAIMER. Nothing in this policy shall be construed to permit or foster collective bargaining.

SECTION 12. REPEALS. All policies and parts of policies in conflict herewith are repealed.

APPENDIX D
CERTIFICATE OF OCCUPANCY

STATE OF GEORGIA
OFFICE OF
GEORGIA SAFETY FIRE COMMISSIONER
620 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

CO No. 87329S
File No. 104-EDU-001

JOHN W. OXENDINE
COMMISSIONER OF INSURANCE
SAFETY FIRE COMMISSIONER

CERTIFICATE OF OCCUPANCY

Morgan County High
#001 Main/Cafeteria Addition
1231 College Drive
Madison, GA 30650

County: Morgan

Area of Building Covered: 12200 Sq Ft.
Occupancy Classification: Education
Construction Type: II (0,0,0)
Sprinklered: Total
Use Condition:
Occupant Load Limitation: 450
No. of Beds:

This Certificate of Occupancy certifies the building listed hereon complies with the minimum standards required by the Georgia Safety Fire Laws on the date issued.* This Certificate of Occupancy shall run for the life of the building, provided the internal or external features of the building are not materially altered, the type of occupancy remains unchanged or there has been no fire of serious consequence, or other hazard discovered.

*Code Certified Under 97 LSCN
VOID 00 19859

Date Issued: 5/28/2003
Fee: \$0.00

Issued by the Safety Fire Division:
Ervin Bennett
Ervin Bennett

APPENDIX E
LETTER OF INTENT

MORGAN COUNTY HIGH SCHOOL

1231 College Drive
Madison, Georgia 30650
706-342-2336

June 1, 2007



Georgia Department of Education
Charter Division
Andrew Broy, Director
2053 Twin Towers East
205 Jesse Hill Jr. Drive SE
Atlanta, Georgia 30334

Dear Charter Division Members:

The mission of Morgan County High School is to provide meaningful and diverse learning opportunities to prepare our students to meet the challenges of our ever-changing world as lifelong learners and contributing members of society. To succeed in this mission, it is the intention of Morgan County High School to apply for a Conversion Charter School Grant.

This opportunity will provide the flexibility necessary to meet the needs of the 1,000 students we anticipate enrolling next year. All students, grades 9-12, will benefit from the resulting changes in our educational programs. Therefore, we propose becoming a conversion charter school as soon as possible, the opening of the 2008-2009 school year.

Morgan County High School anticipates joining the other Morgan County Schools in conversion charter status.

Sincerely,

A handwritten signature in black ink that reads "Mark Wilson". The signature is written in a cursive, flowing style.

Dr. Mark Wilson
Principal

APPENDIX F
BOARD POLICY EG – INSURANCE MANAGEMENT

BOARD POLICY

Descriptive Code: EG

INSURANCE MANAGEMENT

Date: November, 2000

The Board authorizes the Superintendent to make deductions from salaries of all employees to pay the premium for life, sickness, accident, hospitalization or annuity insurance, if also authorized by the individual policy holder.

Staff Insurance Program (EGA)

Insurance coverage such as dental, vision, accident, hospital confinement, and cancer are available through the Board of Education payroll deduction plan. The employee must pay the entire premium costs for these insurance policies. If the employee chooses to pay for these policies under the "Cafeteria Plan," the costs are deducted before withholding is taken from the monthly check and results in a larger take-home check. Tax Shelter Annuity (TSA) plans are also available from several companies.

Workers' Compensation (EGAA)

The Morgan County Board of Education provides workers' compensation insurance for all employees at no cost to the employee. Any injury incurred while performing assigned duties must be reported in writing to the employee's immediate supervisor no later than the next school day following the injury. Local doctors have been designated to provide required medical treatment.

Life Insurance (EGAB)

The Board of Education provides a life insurance policy in the amount of \$5,000 for each employee. All employees are eligible to purchase additional individual coverage or family coverage if they so desire.

Health Insurance (EGAC)

Health insurance is available for all employees through the Board of Education. The local board pays approximately 2/3 of the cost of the premium. The employee pays the remainder.

Income Protection (EGAF)

The Board of Education provides a disability insurance policy for 40% of the employee's salary during the period of eligibility. All employees are eligible to purchase additional individual coverage, if they so desire.

ADOPTED: Prior to 1975
REVISED: 1977; July, 1999

Board of Education of Morgan County

Page 1 of 1

APPENDIX G
SUMMARY SCHEDULE OF BENEFITS

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2008 Rates	Single	Family
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Active Employee & Employees on FMLA

PPO PLAN

United Healthcare PPO	\$78.26	\$238.88
United PPO Tobacco	\$118.26	\$278.88
United PPO Spouse	NA	\$268.88
United PPO Tobacco & Spouse	NA	\$308.88
United PPO CCO	\$126.52	\$328.48
United PPO CCO Tobacco	\$166.52	\$368.48
United PPO CCO Spouse	NA	\$358.88
United PPO CCO Tobacco & Spouse	NA	\$398.48

INDEMNITY

United Healthcare Indemnity	\$290.40	\$628.88
United Indemnity Tobacco	\$330.40	\$668.88
United Indemnity Spouse	NA	\$658.88
United Indemnity Tobacco & Spouse	NA	\$698.88

CDHP

CDHP (Definity HRA & Lumenos HRA)	\$56.92	\$173.74
CDHP (Definity HRA & Lumenos HRA) Tobacco	\$96.92	\$213.74
CDHP (Definity HRA & Lumenos HRA) Spouse	NA	\$203.74
CDHP (Definity HRA & Lumenos HRA) Tobacco & Spouse	NA	\$243.74
CDHP CCO (Definity HRA & Lumenos HRA)	\$92.02	\$238.90
CDHP CCO (Definity HRA & Lumenos HRA) Tobacco	\$132.02	\$278.90
CDHP CCO (Definity HRA & Lumenos HRA) Spouse	NA	\$268.90
CDHP CCO (Definity HRA & Lumenos HRA) Tobacco & Spouse	NA	\$308.90

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HMO PLANS

United Healthcare Choice HMO	\$82.84	\$202.84
United Choice HMO Tobacco	\$122.84	\$242.84
United Choice HMO Spouse	NA	\$232.84
United Choice HMO Tobacco & Spouse	NA	\$272.84
United Healthcare Choice HMO CCO	\$148.08	\$333.30
United Choice HMO CCO Tobacco	\$188.08	\$373.30
United Choice HMO CCO Spouse	NA	\$363.30
United Choice HMO CCO Tobacco & Spouse	NA	\$403.30
Blue Cross and Blue Shield Of GA HMO	\$78.98	\$193.38
BCBS GA HMO Tobacco	\$118.98	\$233.38
BCBS GA HMO Spouse	NA	\$223.38
BCBS GA HMO Tobacco & Spouse	NA	\$263.38
BCBS GA HMO CCO	\$141.20	\$317.78
BCBS GA HMO CCO Tobacco	\$181.20	\$357.78
BCBS GA HMO CCO Spouse	NA	\$347.78
BCBS GA HMO CCO Tobacco & Spouse	NA	\$387.78

HDHP

United Health Care High Deductible Plan (HDHP)	\$49.50	\$160.60
United HDHP Tobacco	\$89.50	\$200.60
United HDHP Spouse	NA	\$190.60
United HDHP Tobacco & Spouse	NA	\$230.60
United HDHP CCO	\$80.04	\$220.84
United HDHP CCO Tobacco	\$120.04	\$260.84
United HDHP CCO Spouse	NA	\$250.84
United HDHP CCO Tobacco & Spouse	NA	\$290.84

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Disclaimer: This website only explains the general purposes of the insurance described, but in no way changes or affects the policy as actually issued. In the event of any discrepancy between any of these documents and the policy, the terms of the policy apply. Complete coverage information is in the certificate of insurance booklet issued to each insured individual. Please read it carefully and keep it in a safe place with your other important papers.

NOTE: Links to external websites are provided as a convenience for our employees and do not imply our company's sponsorship or approval of these sites, their products, and/or services.

<http://www.benefitspassport.com/library/f/c/main.php?id=114774> (3 of 3) [3/20/2008 10:27:46 AM]

APPENDIX H
SHORT-TERM DISABILITY INSURANCE



COLONIAL
SUPPLEMENTAL INSURANCE

for what happens next

*How will you pay
for what your health
insurance won't?*

*How will you pay the
deductibles? The travel
expenses to see
specialists? The
everyday life things?*

*Especially if you're
forced to miss work
and miss paychecks.*

*At Colonial Supplemental
Insurance, we're committed
to helping you protect the
really important things in
life—you and your family.
You can have The Colonial
Advantage with affordable short
term disability coverage tailored to
meet your individual needs.*

**SHORT TERM
DISABILITY INSURANCE**

Help protect your income with Colonial's Short Term Disability Income Protection Insurance



You and your family rely on your income. So what would happen if you became ill or suffered an accident and were unable to work? Could you still pay everyday living expenses?

Consider these statistics:

- About 2,330 people suffer disabling injuries every hour.¹
- A work-related injury occurs every 9 seconds in the U.S.¹
- Of the 20.4 million unintentional disabling injuries that Americans suffered in 2002, only 3.6 million of them occurred at work.¹

¹ *Injury Facts, National Safety Council, 2003*

² Please refer to the "Renewability" section on the Outline of Coverage

³ Please refer to the "Geographical Limitations" section of the Outline of Coverage

Colonial's Short Term Disability Income Protection insurance replaces a portion of your income if you become disabled because of a covered accident or covered sickness. This income can help you continue paying:

- Mortgage or rent payments
- Utility bills and other household expenses
- Food, clothing and other necessities
- Copayments
- Medical costs not covered under other plans
- Travel and lodging expenses for treatment

With Colonial's Short Term Disability Income Protection Insurance:

1. You're paid regardless of any other insurance you may have with other insurance companies
2. Benefits are paid directly to you unless you specify otherwise
3. You may choose the amount of your disability benefits to meet your needs, subject to income
4. Your coverage is guaranteed renewable to age 70²
5. If you change jobs or leave your employer you can take your coverage with you
6. You're covered worldwide for up to 60 days³
7. Waiver of Premium is included

APPENDIX I
LONG-TERM DISABILITY INSURANCE

Disability Protection Buy-Up Opportunities for Employees of
Morgan County Board of Education

Presented by Assurant Employee Benefits

Morgan County Board of Education is pleased to provide basic disability income protection for our employees which will cover 40% of your basic pay, up to a \$1,000 monthly maximum benefit. In addition, you have the opportunity to extend your disability protection by electing to cover up to 60% of your basic pay to a \$5,000 monthly maximum benefit through convenient payroll deduction.

The Core and Buy Up LTD plans includes the following features:

To be eligible for coverage, you must a full-time employee at active work and working in the United States of America. Temporary or seasonal workers are not eligible.

Monthly benefit is equal to 40% of monthly pre-disability pay, to a maximum of \$1,000 per month; minimum monthly benefit of \$100. *Your buy up option is to increase your coverage to 60% of your basic monthly pay to a \$5,000 monthly maximum benefit. Please note: 50% of eligible employees must enroll in order for Morgan County Board of Education to be able to offer the buy-up plan.*

3 month day qualifying period

Maximum duration of benefits is to Social Security Normal Retirement Age.

Offsets may include retirement or government plans, other group disability plans, settlements and payments received, no-fault benefits, and return-to-work earnings.

- Includes a Dual Definition of Disability, which allows you to qualify for disability benefits by meeting **either** an own occupation test **or** an earnings test, not both.

- *Occupation Test - 36-month regular occupation test*

During the first 36 months of a disability, you can qualify for the occupation test if you are under the regular care and attendance of a doctor and an injury, sickness or pregnancy prevents you from performing at least one of the material duties of your regular occupation.

After being disabled for 36 months, you will continue to qualify for the occupation test if you cannot perform at least one of the material duties of each gainful occupation for which your education, training and experience qualifies you.

Earnings Test

- You qualify for the earnings test if an injury, sickness or pregnancy prevents you from earning more than 80% of your pre-disability pay, even if you are working full-time and performing all of the material duties of your occupation.

Rehabilitation Benefits:

Includes a Quality of Care Benefit which provides services and support initiatives from our clinical staff that are targeted at helping you return to better health so you can return to work

Includes a Managed Rehabilitation Benefit which provides assistance and various incentives to participate in a vocational rehabilitation plan and a disciplined approach to claimant motivation

If you are actively participating in a qualifying rehabilitation program, your benefit percentage may be increased by 10%, up to a \$1,000 maximum

100% Return-to-Work incentive for the first 12 months back to work. For the first 12 months of work, disability benefits won't be reduced, unless the earnings combined with the disability benefit and other income sources exceed 100% of pre-disability pay. After 12 months, 50% of the return-to-work pay will be subtracted from the disability benefit.

Family care expense credit of up to \$350 per month per dependent

A Social Security Assistance Program is included

Limitations:

Benefits are limited to 24 months for disabilities related to alcoholism, drug addiction, chemical dependency and mental illness. The combined maximum benefit period for all conditions is 24 months.

We will not pay benefits for any pre-existing condition until the earlier of 3 consecutive months ending on or after the effective date of coverage during which you have not seen a medical practitioner or taken medication for a condition; OR you remain insured under this plan for 12 consecutive months. A pre-existing condition is one for which you have seen a medical practitioner or taken medication in the 3 months prior to your coverage effective date.

We will not pay benefits during any time you are incarcerated due to conviction of a crime of for any disability caused by an act of war, a self-inflicted injury, or the participation in the commission of an assault or felony. Additionally, we will not pay benefits if you decline an opportunity to return from a disability to limited work that you are capable of performing.

How to Calculate your Premiums

Buy Up Long-Term Disability rates are based on the employee's age as of 7/01 of each year. Ages will be re-evaluated each 7/01 and premiums will increase as the person moves to the next age band.

Monthly Rates per \$100 of Monthly Payroll	
Age	Monthly Rate
Under 25	0.117
25-29	0.159
30-34	0.193
35-39	0.262
40-44	0.359
45-49	0.586
50-54	0.814
55-59	0.897
60+	0.987

Use the following steps to determine your monthly premium for the Buy Up plan:

- 1 Enter your annual earnings
- 2 Divide your annual earnings from (1) by 12 and round to the nearest dollar to get your monthly earnings (do not enter more than \$8,333)
- 3 Multiply your monthly earnings from (2) by 0.60 and round to the next lower dollar (do not enter more than \$5,000). This is your monthly benefit available under the buy up plan.
- 4 Divide your monthly salary from (2) by 100
- 5 Enter the rate for your age (as of 7/01) from the table above
- 6 Multiply line 4 by line 5; this is your monthly premium for the buy up plan

Example: Employee: DOB 06/08/1974, earning \$32,450 annually (age 32 as of 7/01/2006)

- 1 Enter your annual earnings \$32,450
- 2 Divide your annual earnings from (1) by 12 and round to the nearest dollar to get your monthly earnings (do not enter more than \$8,333) \$2704
- 3 Multiply your monthly earnings from (2) by 0.60 and round to the next lower dollar (do not enter more than \$5,000). This is your monthly \$1,622 benefit available under the buy up plan.
- 4 Divide your monthly earnings from (2) by 100 27.04
- 5 Enter the rate for your age (as of 7/01) from the table above 0.193
- 6 Multiply line 4 by line 5; this is your monthly premium for the buy up \$5.22 plan

This coverage has limitations and exclusions. We do not pay for disabilities resulting from a pre-existing condition or a related condition. For complete details, please contact your benefits representative or refer to your benefit booklet. This highlight sheet provides a brief description of coverage. In the event that a discrepancy exists, the policy provisions will prevail. Products and services marketed by Assurant Employee Benefits are underwritten and/or provided by Union Security Insurance Company.

MCBOE (7/2006)

APPENDIX J
GROUP TERM LIFE INSURANCE

GROUP TERM LIFE AND AD&D INSURANCE

PREPARED FOR:

Morgan County School District

Requested By: ALEXANDER & COMPANY Date Prepared: March 22, 2007 Proposed Effective Date: January 1, 2008 Underwritten By:

Life Insurance Company of North America

CIGNA and CIGNA Group Insurance are registered trademarks licensed for the use of insurance company subsidiaries of CIGNA Corporation. All products and services are provided by insurance company subsidiaries and not the corporation itself. As used herein, CIGNA and CIGNA Group Insurance refer to Life Insurance Company of North America. Availability of features may vary by state.



CIGNA Group Insurance
Life • Accident • Disability

Morgan County School District Basic Term Life and AD&D Proposal Schedule of Benefits Summary

Eligibility	All active, full-time Employees of the Employer regularly working a minimum of 30 hours per week.
Basic Life Benefit	\$5,000
Basic AD&D Benefit	Same as Basic Life
Benefit Reduction Schedule Benefits Reduce to:	None
Waiver of Premium	Must be totally disabled before age 60 9 month waiting period Benefit provided to age 65 Eligibility for Waiver of Premium continues if the group policy is terminated
Terminal Illness	50% up to \$100,000 Coverage available for employees
Conversion	Included
Employer Contribution	100%
Number Of Eligible Employees	487
Beneficiary Services	- Comprehensive package of financial, bereavement and legal counseling - Available for benefit payments >= \$5,000

BASIC TERM LIFE RATE SUMMARY PER \$1,000

Coverage	Estimated Volume	Rate	Estimated Monthly Cost
Basic Employee Life			
Option 1	\$2,435,000	\$0.148	\$360
Basic AD&D			
*Option 1	\$2,435,000	\$0.025	\$61

*See separate Accident Proposal for Options 2 & 3

Rates are guaranteed for 3 Years This Summary is valid for 90 days from the date prepared.

BASIC TERM LIFE COMMISSION SUMMARY

Rates include Flat 10% Commission

CIGNA Group Insurance Term Life Proposal Assumptions

Unless stated otherwise in the class definition(s), our eligibility requirements assume that employees are *working on a full-time basis, and citizens of the United States, and working in the United States*. Part-time, seasonal, temporary, contracted, leased or severed employees are not eligible, unless otherwise noted.

The rates and fees quoted within the proposal are based on information furnished to CIGNA Group Insurance for the purpose of developing a proposal of group insurance. CIGNA Group Insurance has assumed that the demographic and plan design information provided will be an accurate representation of your company at the time of implementation.

The rates and fees quoted within this proposal may be changed if the census information provided for the company changes by +/- 10%.

The Term Life rate guarantee is subject to the policy's termination provision. Should the Basic Term Life plan terminate, CIGNA Group Insurance reserves the right to terminate any Voluntary Term Life policy or agreement that might be in effect.

If employee participation on any Term Life product is less than the levels detailed on the Schedule of Benefits Summary Page, then CIGNA Group Insurance reserves the right to not issue coverage or to adjust the rate(s) in this proposal.

For plans with dependent coverage, employees can be insured only once under the Basic plan and once under the Voluntary plan as either a(n) Employee, Spouse, Domestic Partner or Dependent Child.

CIGNA Group Insurance contract language will be used without modification. CIGNA Group Insurance will not duplicate

the existing policy language but will attempt to match the intent of disclosed policy provisions at the time of quote.

This proposal is neither an insurance contract nor an agreement for administrative insurance services. Should your company decide to install the plan of benefits described within this proposal; your company's representative will receive a contract of insurance, plan documents, and/or service agreement that describes the final benefit and service selections agreed to by you, the employer, and CIGNA Group Insurance.

Certificates of insurance are issued electronically as PDF files, which provide a more efficient and rapid way of communicating benefit information to employees. An initial supply of standard printed certificates can be made available at the request of the policyholder.

Medical Underwriting Activity Reports (reporting status of medically underwritten coverage) are sent to the location(s) of the employer and are typically distributed on a monthly basis.

The terms and availability of this proposal are subject to the laws of the jurisdiction in which the policy is issued and may change depending on the individual state in which the group policy and agreements are delivered.

This proposal is valid for 90 days and assumes a minimum required lead time for implementation of 6 weeks.

CIGNA Group Insurance companies have entered into, or may enter into, agreements with brokers, under which the insurance company compensates brokers for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. CIGNA Group Insurance companies may invite brokers to participate in events sponsored by the insurance company for the same purpose. Any compensation paid may be based on meeting targets for new business production and persistency, and if paid, is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from the commissions, and if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

POLICY PROVISIONS

Accidental Death and Dismemberment Benefit (AD&D)

Benefits

<u>Loss of</u>	<u>An additional benefit of</u>
Life	100%
Any combination of two: hands, feet or eyes	100%
Speech and hearing in both ears	100%
Total Paralysis of upper and lower limbs (Quadriplegia)	100%
Total Paralysis of both lower limbs (Paraplegia)	50%
Total Paralysis of upper and lower limbs on 50% one side of the body (Hemiplegia)	50%
Speech or hearing in both ears	50%
One Hand, foot or sight in one eye	50%

Thumb and index finger of the same hand 25% Definitions

Loss of hand or foot means complete severance at or above the wrist or ankle joint.

Loss of eye means total, permanent loss of sight.

Loss of thumb and index finger means full severance above the metacarpophalangeal joint. Conditions

Payable only for losses resulting directly from covered accidents and no other cause.

Accident Exclusions

We will not pay AD&D benefits for injuries caused by or resulting from:

Illness

Suicide, attempted suicide or intentionally self-inflicted injuries (except in Missouri, where this exclusion is void if employee is judged to have been insane at time of self-inflicted injury)

War or acts of war (declared or not).

Full-time active military duty (prorated portion of premiums paid during such service will be refunded)

Bacterial infection not caused by an accidental cut, wound or food poisoning

• Travel in, or boarding or deplaning from:

– Experimental or test aircraft

- Aircraft on which the insured is serving as a pilot, student pilot or crew member
- Military aircraft other than transport planes flown by the U.S. Military Airlift Command or similar air transport service of another country
- Aircraft owned or leased by your company, its subsidiaries or affiliates
- Aircraft owned or leased by the insured or a member of his or her household
- Aircraft lacking valid FAA certification of airworthiness
- Aircraft flown by a pilot without a valid license

POLICY PROVISIONS

Active Service Definition

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.

The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than

disability or sick leave after 7 days*. An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day. *7 days is variable and may be adjusted to align with sick leave/disability policies

Takeover Provision

Employees not in Active Service on the effective date will be provided a death benefit equal to the lesser of: the amount that would be due under our plan (without regard to Active Service), or

- the amount that would have been due under the prior plan had it remained in force. The benefit amount will be reduced by any amount paid by the prior plan, or that would have been paid had our plan not been issued and had timely filing of the claim been made under the prior plan.

These terms will end on the earliest of:

the date the Employee meets the Active Service requirements;

the date insurance terminates;

12 months after the plan effective date; or

the last day the Employee would have been covered under the prior plan if that plan was still in force.

This provision is only available when the policy which is being replaced includes a fully insured Waiver of Premium provision which continues coverage beyond the policy termination.

Guaranteed Issue

We have listed guaranteed issue amounts for new employees in the Summary of Benefit pages. Requests for higher amounts require medical underwriting

Increases in employee coverages are subject to evidence of insurability, except as noted under other provisions

Late applications require medical evidence of insurability

Rate Guarantee

Rates are guaranteed for Period indicated on the Summary Pages unless there are changes in:

Policy terms;

Divisions, subsidiaries, affiliates or employee classes are added or deleted;

The factors bearing on the risk assumed;

Federal or state law or regulation affecting insurance company benefit obligations; or

Any rate guarantee is subject to the insurance company's right to terminate the group policy on any premium due date with 31 days notice

Producer Compensation

CIGNA Group Insurance companies may have entered into, or may enter into, agreements with brokers, under which the insurance company compensates brokers for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. CIGNA Group Insurance companies may invite brokers to participate in events sponsored by the insurance company for the same purposes. Any compensation paid may be based on meeting targets for new business production and persistency, and, if paid, is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from commissions and, if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

POLICY PROVISIONS

This is not a contract...

This proposal outlines in general some of the important features of the proposed group insurance program. The controlling provisions will be in the group insurance policy, and this proposal is not intended in any way to modify the provisions or their meanings.

If you decide to purchase the plan proposed here, we will send you a policy that fully describes all of the provisions of the group term life insurance coverage to which you and Life Insurance Company of North America have agreed.

The proposal is valid for 90 days. To accept the terms of this proposal, you must notify the insurance company of your acceptance by that date, and pay premium equal to the Total Basic Estimated Monthly Cost on the Schedule of Benefits Summary. This proposal may be withdrawn by the insurance company at any time before acceptance.

APPENDIX K
INDIVIDUAL LIFE INSURANCE
BENEFITS AT A GLANCE

LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: October 1, 1998

PLAN YEAR:

October 1, 1998 to July 1, 2003 and each following July 1 to July 1

IDENTIFICATION NUMBER: 530756 011

ELIGIBLE GROUP(S):

All Active Employees

For retirees, certain terms and conditions in this life insurance plan are affected as follows:-references to "employee" will read "retiree" as it applies-references to "active employment" will not apply-references to "minimum hours" will not apply-references to "waiting period" will not apply-the "life insurance premium waiver" provision will not apply

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before October 1, 1998: None

For employees entering an eligible group after October 1, 1998: First of the month coincident with or next following 30 days of continuous active employment

REHIRE:

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

WHO PAYS FOR THE COVERAGE:

For You:

You pay the cost of your coverage.

For Your Dependents:

All Active Employees

You pay the cost of your dependent coverage.

ELIMINATION PERIOD:

Premium Waiver: 9 months Disability-based benefits begin the day after Unum approves your claim and the elimination period is completed.

LIFE INSURANCE BENEFIT:

AMOUNT OF LIFE INSURANCE FOR YOU

All Active Employees

Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All Retired Superintendents and Assistant Superintendents

\$30,000

All Retired Administrators and Assistant Administrators

\$15,000

All Retired Teachers and Central Staff Employees

\$10,000

All other Retired Employees

\$5,000

All Active Employees

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

All Active Employees

If you have reached age 70, but not age 75, your amount of life insurance will be: -65% of the amount of life insurance you had prior to age 70; or -65% of the amount of life insurance shown above if you become insured on or after age 70 but before age 75.

There will be no further increases in your amount of life insurance.

If you have reached age 75 or more, your amount of life insurance will be: -50% of the amount of life insurance you had prior to your first reduction; or -50% of the amount of life insurance shown above if you become insured on or after age 75.

There will be no further increases in your amount of life insurance.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE OVER:

All Active Employees

\$100,000

OVERALL MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU:

All Active Employees

The lesser of: -5 x annual earnings; or - \$100,000.

AMOUNT OF LIFE INSURANCE

FOR YOUR

DEPENDENTSSpouse:All

Active Employees

Amounts in \$5,000 benefit units as applied for by you and approved by Unum.

All Active Employees

All amounts are rounded to the next higher multiple of \$5,000, if not already an exact multiple thereof.

THE AMOUNT OF YOUR SPOUSE'S LIFE INSURANCE WILL REDUCE BY THE SAME PERCENTAGE AND AT THE SAME TIME YOUR LIFE INSURANCE REDUCES.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR SPOUSE'S INSURANCE OVER:

All Active Employees

\$50,000 MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR SPOUSE:

All Active Employees

The lesser of: -100% of your amount of insurance; or - \$50,000.

Children: All Active Employees

Amounts in \$2,000 benefit units as applied for by you and approved by Unum.

All Active Employees

All amounts are rounded to the next higher multiple of \$2,000, if not already a multiple thereof.

MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOUR CHILDREN:

All Active Employees

Attained age at death:

Live birth to 14 days: no coverage
14 days to 6 months: \$1000
6 months to age 19 or to age 25 if a full-time student:

The lesser of: -100% of your amount of insurance; or - \$10,000.

SOME LOSSES MAY NOT BE COVERED

UNDER THIS PLAN. OTHER FEATURES:

All Active Employees

Accelerated Benefit

Conversion Portability Conversion

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.

BENEFITS AT A GLANCE

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This accidental death and dismemberment insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death or for you in the event of any other covered loss. The amount you or your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death or any other covered loss according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

EMPLOYER'S ORIGINAL PLAN EFFECTIVE DATE:

October 1, 1998

PLAN YEAR:

October 1, 1998 to July 1, 2003 and each following July 1 to July 1

IDENTIFICATION NUMBER: 530756 011

ELIGIBLE GROUP(S):

All Active Employees in active employment

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before October 1, 1998: None

For employees entering an eligible group after October 1, 1998: First of the month coincident with or next following 30 days of continuous active employment

REHIRE:

If your employment ends and you are rehired within 1 year, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

WHO PAYS FOR THE COVERAGE: For You:

You pay the cost of your coverage.

For Your Dependents:

You pay the cost of your dependent coverage.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT: AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU

(FULL AMOUNT) Amounts in \$10,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$10,000, if not already an exact multiple thereof.

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

If you have reached age 70, but not age 75, your amount of AD&D insurance will be: -65% of the amount of AD&D insurance you had prior to age 70; or -65% of the amount of AD&D insurance shown above if you become insured on or after age 70 but before age 75.

There will be no further increases in your amount of AD&D insurance.

If you have reached age 75 or more, your amount of AD&D insurance will be: -50% of the amount of AD&D insurance you had prior to your first reduction; or -50% of the amount of AD&D insurance shown above if you become insured on or after age 75.

There will be no further increases in your amount of AD&D insurance.

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU:

The lesser of: -5 x annual earnings; or - \$100,000.

AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR DEPENDENTS (FULL AMOUNT)

Spouse:

Amounts in \$5,000 benefit units as applied for by you and approved by Unum.

All amounts are rounded to the next higher multiple of \$5,000, if not already an exact multiple thereof.

THE AMOUNT OF YOUR SPOUSE'S AD&D INSURANCE WILL REDUCE BY THE SAME PERCENTAGE AND AT THE SAME TIME YOUR AD&D INSURANCE REDUCES.

MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR SPOUSE:

The lesser of: -100% of your amount of insurance; or - \$50,000.

Children:

Amounts in \$2,000 benefit units as applied for by you and approved by Unum. All amounts are rounded to the next higher multiple of \$2,000, if not already a multiple thereof. MAXIMUM BENEFIT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR

CHILDREN: Attained age at death: Live birth to 14 days: \$100

14 days to 6 months: \$100 6 months to age 19 or to age 25 if a full-time student:

The lesser of:

-100% of your amount of insurance; or

-\$10,000.

REPATRIATION BENEFIT FOR YOU

Maximum Benefit Amount:

Up to \$5,000

The Repatriation Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Repatriation Benefit, your accidental death benefit must be paid first.

SEATBELT(S) AND AIR BAG BENEFIT FOR YOU

Maximum Benefit Payment:

Seatbelt(s): \$10,000

Air bag: \$5,000

The Seatbelt(s) and Air Bag Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Seatbelt(s) and Air Bag Benefit, your accidental death benefit must be paid first.

EDUCATION BENEFIT

Each Qualified Child

Benefit Amount per Academic Term for which a Qualified Child is enrolled:

The lesser of:

-12.5% of the Full Amount of the employee's accidental death and dismemberment insurance; or

-\$12,500

Maximum Benefit Payments:

8 per lifetime

Maximum Benefit Amount:

\$100,000

Maximum Benefit Period:

6 years from the date the first benefit payment has been made.

The Education Benefit is separate from any accidental death and dismemberment benefit which may be payable. In order for your Qualified Child to receive the Education Benefit, your accidental death benefit must be paid first. **SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN. OTHER FEATURES:**

Portability

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.



Morgan County

Schools

2008 Direct Reimbursement Dental Benefit Plan

The secret to having good teeth and a smile is to see your dentist on a regular basis for preventive and corrective care.

A good dental benefit pays part of your costs each year at 100%.

A Direct Reimbursement plan takes a simple approach to dental benefits:

- Use any dentist

- All procedures covered except cosmetic

- Covers dentist's normal fees

- Simple benefit calculation

- No age or frequency limits on procedures

- All procedures are covered from the first day

- No insurance company to determine which procedures are covered or to decline a claim

Your Benefits

- 100% of the first \$200

- 60% of the next \$1,333

- Annual maximum of \$1,000

- Orthodontics not included

Your Costs

Single \$22.25 Employee + Spouse \$41.25 Employee + Child(ren) \$42.10 Family
\$62.25

Claims

Claims incurred on or after 1/1/08 go to: Benefit Stream P O Box 1990 Jasper, GA 30143
Customer Service 800-270-4158 Claims Fax 866-872-1759

Out-of-Network Benefits

If you choose an out-of-network provider, you will be reimbursed up to:

Exam
Optometrist \$40.00
Ophthalmologist \$40.00

Lenses
Single vision \$40.00
Bifocal \$60.00
Trifocal \$80.00
Lenticular \$80.00

Frames \$45.00

Contact Lenses in Lieu of Eyeglasses (lenses & frame)

Elective \$105.00*
Necessary** \$210.00

* Less any network fitting/evaluation fee.

** Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: following cataract surgery without intraocular lens implant; to correct presbyopia; or to correct astigmatism. With certain types of keratoconus, if your provider considers your contacts necessary, you should ask your provider to contact Spectera concerning the reimbursement that Spectera will make before you purchase such contacts.

If you visit an out-of-network provider, you will need to send your itemized receipts, with the primary-insured's unique identification number and the patient's name and date of birth, to:

Spectera Claims Department

P.O. Box 30978

Salt Lake City, UT 84130

Did you know?

Receipts for services and materials purchased on different dates must be submitted at the same time to receive reimbursement.

Visual impairment is one of the 10 most frequent causes of disability in the US.*

*Healthy People 2010 Web site.

Refractive Eye Surgery

You may receive access to discounted refractive eye surgery from numerous provider locations throughout the United States. To find a participating laser eye surgeon in your area, visit our Web site at www.spectera.com or call 1.877.28.SIGHT.

Important to Remember

- Your \$105 contact lens allowance is applied to the fitting/evaluation fee and the purchase of contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75 towards the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store.
- Benefits are available every 12 or 24 months (depending on the benefit frequency), based on last date of service.

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document.

Did you know?

More than 78% of adults in the US need prescription lenses.
-and-

After premium costs are paid, a good vision plan can save 40% to 60% off the normal price of vision care and corrective eyewear.

*Vision Council of America, March 2004.
**Friedman, S. *Statista*

Replacement or repair of lenses and/or frames that have been lost or broken; Cosmetic extras, except as stated in the Policy's Table of Benefits.

2006-13R1

VISION CARE BENEFITS



SPECTERA

A UnitedHealth Group Company

Morgan County Schools

12/12/12

Spectera Corporate Headquarters
2811 Lord Baltimore Drive
Baltimore, Maryland 21244-2644
Customer Service: 1.800.638.3120
TDD for Hearing Impaired: 1.800.524.3157
Provider Locator: 1.800.839.3242

www.spectera.com

Underwritten by United HealthCare Insurance Company

The Vision Care Program

Your vision is important to your health. Whether your vision is 20/20 or less than perfect, everyone needs to receive regular vision care. The Vision Care Program is being offered as a part of our commitment to your well-being.

Spectera's Vision Care Program provides affordable, quality vision care, nationwide. Through Spectera's provider network, you will

receive a comprehensive vision examination, as well as eyeglasses (lenses and frames), or contact lenses in lieu of eyeglasses.

Carefully review the summary of your Vision Care Program. Please, don't take chances with your most precious possession – the gift of sight. Take advantage of this very important benefit.

If you have any questions or concerns about your vision options, please call Spectera's Customer Service Center.

1.800.638.3120 or
TDD 1.800.524.3157 for the hearing impaired
Monday - Friday 8:00 a.m. to 11:00 p.m. EST
Saturday 9:00 a.m. to 5:30 p.m. EST

Vision Benefit Reference Card



Exam	once every 12 months
Lenses	once every 12 months
Frames	once every 12 months
Contacts*	once every 12 months

*in lieu of lenses & frames

\$10 Exam Copay \$10 Materials Copay

Easy Benefit Access

With Spectera, you are able to visit any provider you choose, but you maximize your savings when you visit a network provider.

How to locate a network provider:

- www.spectera.com
- Click on the Provider Locator, select your search options, and choose a provider near you. The online Provider Locator offers door-to-door directions to your selected network provider's office. Other services, such as tracking claim status, order tracking, and answers to frequently asked questions, are available online.
- 1.800.839.3242

You may also find a network provider through Spectera's Interactive Voice Response (IVR) system. Simply follow the voice prompts.

Once you've chosen a network provider, call the provider to schedule your appointment. Let your provider know you have Spectera coverage, and give your primary insured's unique identification number and the patient's name and date of birth.

The convenience and value are easy to see.

- A balanced nationwide network of private practice and retail chain providers
- Evening and weekend hours available from many providers
- Industry-leading frame benefit at network providers applies to virtually all of the frames on the market today, with no additional cost to you, other than copays
- Industry-leading contact lens benefit

Network Benefits

Examination (\$10 copay, once every 12 months): Receive a comprehensive eye examination from a state-licensed optometrist or ophthalmologist, covered-in-full, after exam copay.

Materials (\$10 copay): The materials copay is a single payment that applies to the entire purchase of eyeglasses (lenses and frames), or contacts in lieu of eyeglasses.

Pair of Lenses (once every 12 months)
If prescribed, one pair of standard single vision or standard multi-focal lenses is covered-in-full.

Lens Options
Standard scratch-resistant coating is covered-in-full. Lens options not covered by the plan, such as progressive lenses, polycarbonate lenses, high index tints, UV, and anti-reflective coating, may be available at a discount.

Frames (once every 12 months)
Receive a \$50 wholesale frame allowance applied toward the wholesale price of a frame at private practice providers, or a \$130 retail frame allowance at retail chain providers.

Contact Lenses in Lieu of Eyeglasses (once every 12 months)

- **Covered-in-full elective contact lenses**
The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered-in-full (after copay). If you choose disposable contacts, you may receive up to four boxes of disposable contacts (depending on prescription). Spectera's covered contact lenses may vary by provider.
- **All other elective contact lenses**
A \$105 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). Tint, gas permeable, and bifocal contact lenses are examples of contact lenses that are outside of our covered contacts.
- **Necessary contact lenses**
Covered-in-full after applicable

APPENDIX N
CANCER INSURANCE

Cancer Insurance



If you are diagnosed with cancer,
how will you pay for what your health insurance won't?



COLONIAL
SUPPLEMENTAL INSURANCE

for what happens next[®]

Cancer Insurance



If you are diagnosed with cancer,
how will you pay for what your health insurance won't?



COLONIAL
SUPPLEMENTAL INSURANCE

for what happens next[®]



Help protect yourself and your family from the high cost of cancer treatment with...

...Colonial's Cancer Insurance

The risk of developing cancer, unfortunately, is very real.

In the U.S., men have a 1 in 2 lifetime risk of developing cancer, and for women the risk is 1 in 3.¹ As serious as the threat of cancer may be, new and improved medical treatments are being introduced, and studies are showing that regular screening tests can detect some cancers in the early stages.¹

The five-year relative survival rate for screening-accessible cancers is about 85 percent. If all Americans participated in regular cancer screenings, this rate could increase to 95 percent.¹ But with high technology come high costs. The American Cancer Society reports that cancer costs Americans more than \$172 billion annually.¹ And much of that amount is considered indirect or hidden costs not covered by major medical plans.

Colonial Supplemental Insurance cancer coverage offers the protection you need to concentrate on what is most important — your care.

Features of Colonial's Cancer Insurance:

1. Pays regardless of any other insurance you have with other insurance companies.
2. Provides a cancer screening benefit that you can use even if you are never diagnosed with cancer.
3. Guaranteed renewable as long as premiums are paid when due.
4. Benefits paid directly to you unless you specify otherwise.
5. You can take your coverage with you even if you change jobs or leave your employer.
6. Flexible coverage options for employees and their families.

Direct Costs Most Major Medical Plans Cover:

37%

- Hospital charges
- Surgeon fees
- Physician fees
- Medication and drug costs
- Radiological fees
- Nursing costs

Indirect Costs You Pay:

63%

- Loss of wages or salary
- Deductibles or coinsurance
- Travel expenses to and from treatment centers
- Lodging and meals
- Child care



About 1,372,910 new cancer cases are expected to be diagnosed in 2005.¹

We will pay benefits if certain routine cancer screening tests are performed or if cancer is diagnosed after the waiting period and while your policy is in force.

■ Cancer Screening Benefit Tests*

- Pap Smear
- ThinPrep Pap Test
- CA125 (Blood test for ovarian cancer)
- Mammography
- Breast Ultrasound
- CA 15-3 (Blood test for breast cancer)
- PSA (Blood test for prostate cancer)
- Chest X-ray
- Biopsy of Skin Lesion
- Colonoscopy
- Virtual Colonoscopy
- Hemocult Stool Analysis
- Flexible Sigmoidoscopy
- CEA (Blood test for colon cancer)
- Bone Marrow Aspiration/Biopsy
- Thermography
- Serum Protein Electrophoresis (Blood test for Myeloma)

*See the Outline of Coverage for Cancer Screening Benefits payable, as well as exclusions and limitations of this coverage.

To file a claim for a Cancer Screening Benefit test, it is not necessary to complete a claim form. Call our toll-free Customer Service number, 1-800-325-4368, with the medical information.

■ Additional Invasive Diagnostic Procedure

If abnormal results are received from a Cancer Screening Benefit test.

■ Inpatient Benefits

- Hospital Confinement
- Hospital Confinement in a U.S. Government Hospital
- Ambulance
- Air Ambulance
- Private Full-Time Nursing Services

■ Treatment Benefits (In-or Outpatient)

- Radiation/Chemotherapy
- Antinausea Medication
- Blood/Plasma/Platelets/Immunoglobulins
- Experimental Treatment
- Hair Prosthesis/External Breast/Voice Box Prosthesis
- Supportive/Protective Care Drugs and Colony Stimulating Factors
- Medical Imaging Studies
- Bone Marrow Stem Cell Transplant
- Peripheral Stem Cell Transplant

■ Transportation/Lodging Benefits

- Transportation
- Companion Transportation
- Lodging

■ Surgical Procedures Benefits

- Surgical Procedures (including skin cancer)
- Anesthesia (including skin cancer)
- Second Medical Opinion
- Reconstructive Surgery
- Prosthesis/Artificial Limb
- Outpatient Surgical Center

■ Extended Care Benefits

- Skilled Nursing Care Facility
- Family Care
- Hospice
- Home Health Care Service
- Waiver of Premium

■ Initial Diagnosis of Skin Cancer

We will pay this benefit for the first diagnosis of skin cancer.

¹Cancer Facts & Figures, American Cancer Society, 2005.

This policy has limitations that may affect benefits payable. Most benefits require that a charge be incurred. See the Outline of Coverage for complete details of benefits, exclusions and limitations. Policy may not be available and may vary by state.

Benefit Worksheet

For use by Colonial representative

Flexible Benefit

Coverage: (check one)

- Employee (Individual)
 Employee and Dependent Children (One-Parent Family)
 Employee, Spouse and Dependent Children (Two-Parent Family)

Premium per Pay Period \$ _____

Monthly Premium for Policy \$ _____

The premium will vary based on level of coverage and benefits selected.

This brochure highlights the benefits of policy form C1000 (including state abbreviations where used). This is not an insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. It is, therefore, important that you **READ YOUR POLICY CAREFULLY**.

This brochure is not complete without the Outline of Coverage (form number C1000-O and state abbreviations where used).



Colonial Supplemental Insurance products are underwritten by:

Colonial Life & Accident Insurance Company

1200 Colonial Life Boulevard,
Columbia, South Carolina 29210

www.coloniallife.com

The Colonial Advantage

- A leader in the supplemental insurance industry.
- Communications and benefits education to help you understand the benefits you have — and the benefits you may need.
- Prompt, accurate and courteous customer service.
- Broad selection of products to help meet your individual needs, with premiums paid through convenient payroll deduction.
- Learn more about these and all of the advantages Colonial has to offer at www.coloniallife.com.



for what happens next®

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APPENDIX O
HEALTH FLEXIBLE SPENDING ACCOUNT
MORGAN COUNTY BOARD OF EDUCATION FLEXIBLE SPENDING
ACCOUNT PLAN

SUMMARY PLAN DESCRIPTION

**MORGAN COUNTY BOARD OF EDUCATION FLEXIBLE
SPENDING ACCOUNT PLAN**

INTRODUCTION

We are pleased to announce that we have established a "Flexible Benefit Plan" for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a

"Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

- 1 **What are the eligibility requirements for our Plan?**
- 2 **When is my entry date?**

You will be eligible to join the Plan as of your date of hire with us.

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the section entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election

period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

4. When is the election period for our Plan?

Your election period will start on the date you first meet the eligibility requirements and end 30 days after your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then

you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

1. What benefits are available?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay for the following benefits or expenses during the year:

Health Flexible Spending Account:

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including "over-the-counter" drugs may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$3600. In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses, such as co-pays, deductibles, medical equipment and drug costs. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours

following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Dependent Care Flexible Spending Account:

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

1. (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
2. (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
3. (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details. The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents). Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter.

Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference -from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you leave our employ during the Plan Year, your right to benefits will be determined in the following manner:

1. (a) You will still be able to request reimbursement for qualifying dependent care expenses for the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.

2. (b) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Morgan County Board of Education Flexible Spending Account Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of the Plan become effective on 07/01/2007, which is called the Effective Date of the Plan.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on 01/01 and ends on 12/31, except for the first Plan Year which began on 07/01.

2. Employer Information

Your Employer's name, address, and identification number are:

Morgan County Board of Education 1065 East Avenue Madison, Georgia 30650 58-0000292

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are: Flexible

Corporate Plans, Inc.
P.O. Box 381717 Birmingham, Alabama 35242 888-505-4557 / 205-995-1222

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Morgan County Board of Education 1065 East Avenue Madison, Georgia 30650

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

Flexible Corporate Plans, Inc.

P.O. Box 381717 Birmingham, Alabama 35238

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

If a dependent care or medical expense claim under the Plan is denied in whole or in part,

you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

1. (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a

violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

2. (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

1. (a) The death of a covered Employee.
2. (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
3. (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
4. (d) A covered Employee's enrollment in any part of the Medicare program.
5. (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the

applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied by other group health plans if there is more than a 63-day gap in health coverage and election of COBRA continuation coverage may help you avoid such a gap. Second, if you do not elect COBRA continuation coverage and pay the appropriate premiums for the maximum time available to you, you will lose the right to convert to an individual health insurance policy, which does not impose such pre-existing condition exclusions. Finally, you should take into account that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin not later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information.

The Trade Act of 2002 also created a new tax credit for certain TAA-eligible individuals and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Consumer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

1. (a) the end of employment or reduction of hours of employment,
2. (b) death of the employee,
3. (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
4. (d) enrollment of the employee in any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Flexible Corporate Plans, Inc.
P.O. Box 381717 Birmingham, Alabama 35242

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA

continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

1. (a) The last day of the applicable maximum coverage period.
2. (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
3. (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
4. (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
5. (e) The date, after the date of the election, that the Qualified Beneficiary first enrolls in the Medicare program (either part A or part B, whichever occurs earlier).
 1. (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 2. (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 3. (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

1. (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
1. (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:
 2. (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program; or
 3. (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
2. (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
3. (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18-or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and

up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

XI SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

APPENDIX P
BOARD POLICY EGC – INSURANCE MANAGEMENT, PROPERTY

BOARD POLICY

Descriptive Code: EGC

INSURANCE MANAGEMENT
PROPERTY

Date: July, 1999

The Morgan County Board of Education shall decide the amount of insurance to be carried on all buildings and equipment deemed necessary after establishing actual cash values. The values may be determined by a chosen reputable and knowledgeable person or equipped representative.

ADOPTED: 1977

Board of Education of Morgan County

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APPENDIX Q
BOARD POLICY EGD – LIABILITY INSURANCE PROGRAM

BOARD POLICY

Descriptive Code: EGD

LIABILITY INSURANCE PROGRAM

Date: July, 1999

The Board of Education acts in a governmental capacity in providing pupil transportation and is not liable, therefore, for damage in case of pupil injuries.

In accordance with State law, the Morgan County Board of Education may obtain liability insurance coverage insuring school children riding in buses from bodily injury or death, in an amount to be determined from time to time by the Board.

The Board of Education purchases General Liability and School Board Liability insurance for the protection of its employees. These insurance policies provide for legal expenses and damages that might arise from suits brought against an employee for incidents that occur while he/she is carrying out assigned duties. The General Liability policy covers bodily injury and property damage including coverage for corporal punishment. The School Board Liability policy covers claims arising from an error, misstatement, omission, neglect or breach of duty in the discharge of school system employment duties. The limit of liability of each policy is \$1,000,000.

ADOPTED: Prior to 1975
REVISED: 1977

Board of Education of Morgan County

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APPENDIX R
REFERENCES

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Payne, R. (1996). A Framework for Understanding Poverty, Fourth revised edition. Highlands, TX: aha! Process, Inc.

Wiggins, G. , and McTighe, J. (2005). Understanding by Design, Expanded 2nd edition. Alexandria, VA: Association for Supervision and Curriculum Development.