

**Georgia Department of Education
Charter Petition Cover Sheets**

This form is for use by private individuals, private organizations, state, or local public entities only.

Charter petitions should address the requirements contained in the Charter Schools Act of 1998 (O.C.G.A. §§ 20-2-2060 through 20-2-2071) and State Board of Education Rule 160-4-9-.04 CHARTER SCHOOLS and any applicable local board rules and regulations. Petitioners are encouraged to be clear and concise in addressing the petition requirements. These petition cover sheets should be attached to the petition.

Check one: new petition renewal petition

This charter school petition is being submitted by a (check one)

Private Individual(s)

Private Organization Coastal Empire Montessori Community Organization
Name of Organization

State Public Entity _____
Name of Entity

Local Public Entity _____
Name of Entity

Name of Proposed Charter School Coastal Empire Montessori Charter School

Contact person Dr. David K. Lerch Board President
Name Title

Contact address 1610 Staley Avenue
Savannah, GA 31405

Contact telephone number (912) 236-3779

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E-mail address david@dklerch.com

School district in which charter school will be located Savannah/Chatham County

Grade Levels Served PreK-5 Ages Served 3-12
Proposed Opening Date 8/2007 Charter Term 5 years

Please indicate the number of pupils you plan to serve in the table below. Please include for each year of the proposed charter term.

| | PreK | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Total |
|-------|------|----|----|----|----|----|----|---|---|---|---|----|----|----|-------|
| Yr 1 | 60 | 60 | | | | | | | | | | | | | 120 |
| Yr 2 | 60 | 50 | 50 | | | | | | | | | | | | 160 |
| Yr 3 | 60 | 50 | 50 | 50 | | | | | | | | | | | 210 |
| Yr 4 | 60 | 50 | 50 | 50 | 50 | | | | | | | | | | 260 |
| Yr 5 | 50 | 40 | 40 | 40 | 40 | 40 | 40 | | | | | | | | 290 |
| Yr 6 | | | | | | | | | | | | | | | |
| Yr 7 | | | | | | | | | | | | | | | |
| Yr 8 | | | | | | | | | | | | | | | |
| Yr 9 | | | | | | | | | | | | | | | |
| Yr 10 | | | | | | | | | | | | | | | |

ASSURANCE

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.

SIGNATURES

Charter Petitioner

Date

This charter school petition was approved by the Board of Education on April 5, 2006
Date

School District Superintendent

Date

Submit:
One-two page executive summary of the petition (see format below),
Two (2) charter school petitions and cover sheets (original and 1 copy), and
One (1) petition on CD, in Microsoft Word format

To: Charter Schools Office
Georgia Department of Education
1766 Twin Towers East
Atlanta, Georgia 30334

Coastal Empire Montessori Charter School Executive Summary

Basic Information

School Name: Coastal Empire Montessori Charter School

Type: (*Conversion, Start Up, LEA Start Up, State Charter*)

Start Up

Approved by the Savannah/Chatham County School District on January 11, 2006

Mission

It is the mission of the CEMCO Charter Montessori School to provide a safe, nurturing atmosphere in which Montessori trained teachers provide an exceptional environment for young children that adheres to the principles and standards of the Montessori method of childhood education.

Academic Program

Seven Savannah area residents have come together as a Committee to create a non-profit corporation titled Coastal Empire Montessori Community Organization (CEMCO) to oversee the operation of the Coastal Empire Montessori Charter School

The committee was formed because of the concern of many citizens that too many young children served by the public school system are not receiving an adequate education. Parents have expressed their concerns about the quality of instruction at many schools and have sought alternative instructional approaches, often at the district's magnet programs. Since the first magnet schools were opened in 1987, the district has been offering a variety of magnet programs with limited success in meeting the extraordinary needs of all races of children within the Savannah community. One school, the Ellis Montessori School, was part of the original group of magnet schools and opened as a K-5 program. Over the years, it has been expanded to include a Georgia State financed PreK Montessori class and grades 6-8. Although the program has expanded, it has been limited because of the size of the Ellis facility.

The reason that the committee is seeking a Charter is because of the desire of parents throughout the Savannah/Chatham County School District for their children to receive their education using the Montessori approach. Currently, the number of parents seeking entrance into the public Ellis Montessori School far exceeds the district's ability to provide these services at the school.

There are two specific goals of the Coastal Empire Montessori Charter School. The first is to create a Charter School for PreK children (ages 3-6), primary school children (ages 6-9) and elementary school children (ages 9-12) of a large group of interested parents who represent the divergent racial, ethnic, social and economic communities served by the Savannah/Chatham School District. The second goal of the Montessori Charter School is to promote individualized self-motivated development of each student through a special "environment" that

makes it attractive, interesting, and orderly. Children will be encouraged to develop academically at their own rate according to their needs, interests, and abilities.

The school is being set up in accordance with the Charter Schools Act of 1998 as part of an agreement between the Board of Public Education for the City of Savannah and the County of Chatham, the State Board of Education and CEMCO. The school will begin operation July 1, 2007.

The school will be created to serve at least 300 students within six years. The first year of operation, school officials will set up six groups of students (ages 3-6) with approximately 20 students in each group. With the beginning of the second year, a primary class (ages 6-9) will be added with a class of 20 students. The following year, a second primary class will be added and the following year a third. During the fourth, fifth and sixth years, successive classes of elementary students (ages 9-12) will be added with 20 students in each group. By the beginning of the seventh year of operation, there should be 15 classes totaling 300 students throughout the school.

The regular school day will begin at approximately 8:30 a.m. and end at 3 p.m. Transportation to and from school will be provided by the Savannah/Chatham County School District.

The staff of the Montessori Charter School will consist of a bi-racial group of highly qualified and experienced teachers. New staff will be selected on the basis of an expressed interest in teaching and his/her special skills and qualifications. All faculty members must be certified in elementary education by the State of Georgia and be either Montessori trained or willing to attend the specialized training program during the summer months. All staff members who teach at the school must have an excellent academic record in the areas in which they teach and a good background in core subject areas of English, science, mathematics, history, foreign language, art, and music.

The students who attend the Montessori Charter School must reside in Savannah City or Chatham County. Selection will be made by lottery for empty seats from applications submitted by parents each year. Selection of students for the Charter program will be based on interest and not on ability. School officials will select a student population that is truly representative of the diverse racial, ethnic, social, and economic population of the district. In addition, promotion for the school will encourage participation by special needs' students who live in the school district.

Parents and accepted students will be expected to sign an agreement committing themselves to the Montessori philosophy and the standards of the program at Coastal Empire Montessori Charter School.

CHARTER SCHOOL AGREEMENT

THIS AGREEMENT AND CHARTER ("Agreement"), executed this eleventh day of January, 2006, to be effective August 1, 2007 by and between the Board of Public Education for the City of Savannah and the County of Chatham (hereinafter "Local Board" or "School Board"), the State Board of Education (hereinafter "State Board"), the Coastal Empire Montessori Community Organization ("CEMCO" or "Governing Board"), and the Coastal Empire Montessori Charter School (Charter School).

In consideration of the mutual covenants, representations, warranties, and agreements contained herein and for other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CHARTER APPROVAL

Subject to the final approval of the State Board of Education and to any other condition contained herein, the CEMCO is hereby granted a public school charter in accordance with the Charter Schools Act of 1998, as is in effect as of January 2006, and the terms and conditions of this Agreement, to operate a charter school as described herein.

2. TERM OF THE AGREEMENT

This Agreement shall commence on August 1, 2007, and shall expire at midnight, July 31, 2012, unless terminated pursuant to the terms hereof. This charter may be renewed for one additional term of 5 years if agreed to in writing by all parties.

3. CONTROL AND MANAGEMENT

The Charter School shall be subject to the control and management by CEMCO and the Local Board as provided herein and in a manner consistent with the Charter School Act of 1998 and the Constitution of the State of Georgia. The primary contact for this petition is Dr. David K. Lerch (912) 232-1644.

4. PUBLIC SCHOOL

The Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia, which is not home based and which shall be located in a facility provided and maintained by the nonprofit corporation as it determines best meets the needs of the students, staff and parents of the Charter School.

Students to be Served

1. The parties agree that the students to be served by this Charter School are defined as students who are or whose parent(s) or legal guardian(s) are residents of the City of Savannah and the County of Chatham, Georgia, and/or other districts with whom inter-district agreements are negotiated.
2. The Charter School is available to all primary and elementary students residing in City of Savannah and the County of Chatham, Georgia, including, but not limited to, those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), Title II of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.

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GENERAL PROVISIONS

Acronyms -

| | |
|----------|---|
| ADA | Americans with Disabilities Act |
| CFR | Code of Federal Regulations |
| DISTRICT | The Savannah/Chatham County School District |
| ESE | Exceptional Student Education |
| ESOL | English for Speakers of Other Languages |
| GEFP | Georgia Education Finance Program |
| FERPA | Federal Educational Right to Privacy Act |
| FTE | Full-time Equivalent |
| GED | General Education Development |
| IDEA | Individuals with Disabilities Education Act |
| IEP | Individual Education Plan |
| LEP | Limited English Proficient |
| NCLB | No Child Left Behind Act |
| SAZ | Study Attendance Zone |
| BOARD | The Board of Public Education for the City of Savannah and Chatham County |
| WFTE | Weighted Full-Time Equivalent |

- A. For each school year, the initial start-up date of the school shall be consistent with the beginning of the Board's public school calendar for the school year, unless approved otherwise by both parties in writing.
- B. This charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by all parties.
- C. The Board may refuse to renew this charter at the end of the charter period for any of the grounds listed below:
 1. A failure by the Charter School to meet the requirements for student performance stated in this Charter;
 2. A failure by the Charter School to meet generally accepted standards of fiscal management;
 3. A violation of law by the Charter School; or
 4. Other good cause shown, including, but not limited to, material violations of the terms of this Charter.

The procedures for non-renewal of a Charter are as follows:

(1)(A) If a majority of the parents or guardians of students enrolled at the Charter School vote by a majority vote to request the termination of its charter at a public meeting called with two weeks' advance notice and for the purpose of deciding whether to request the state board to declare the charter null and void; or

(B) If a majority of the faculty and instructional staff employed at the Charter School vote by a majority vote to request the termination of its charter at a public meeting called with two

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weeks' advance notice and for the purpose of deciding whether to request the state board to declare the charter null and void;

(2) If, after providing reasonable notice to the Charter School and an opportunity for a hearing, the state board finds:

(A) A failure to comply with any recommendation or direction of the state board with respect to Code Section 20-14-41;

(B) A failure to adhere to any material term of the charter, including but not limited to the performance goals set forth in the charter;

(C) A failure to meet generally accepted standards of fiscal management;

(D) A violation of applicable federal, state, or local laws or court orders;

(E) The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community; or

(F) A failure to comply with any provision of Code Section 20-2-2065; or

(3) Upon the written request of the Local Board for termination of the charter for a local charter school, prior to making such request, the Board provides reasonable notice to CEMCO and the Charter School and an opportunity for a hearing, and determined the existence of any of the grounds described in paragraph (2) of this Code section.

1. In the event the Charter is not renewed or is terminated, the Board may assume the operation of the Charter School, or the Charter School shall be dissolved; and its students will be assigned to other public schools. All unencumbered funds, as well as property and improvements, furnishings, instructional and non-instructional materials, and equipment purchased with public funds, shall automatically and immediately revert to full ownership of the Board, subject to complete satisfaction of any lawful liens or encumbrances. Unless otherwise shown by proper documentation, all properties in the Charter School shall be designated as purchased with public funds.
2. CEMCO agrees that in the event any public funds received by the Charter School from or through the Board are used to purchase or improve real property, the Charter School will execute an agreement with the Board providing for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board. Notwithstanding any language in this agreement to the contrary, in the event CEMCO enters into a financing agreement, mortgage or other purchase-money arrangement, the financier, mortgagee or lender may retain a first (1st) priority lienholder's interest or encumbrance upon the subject property, on the condition that (1) the Board also retains a second priority interest in the subject property by way of an appropriate lien, mortgage, UCC-1 or other method and (2) at such time that the first lienholder's interest is satisfied, the Board shall become the first priority lienholder. In no event shall any other encumbrance be permitted. The reversion of such equipment, property and furnishings shall focus on recoverable assets, but not on intangible or irrecoverable costs such as rental or leasing fees, normal maintenance, and limited renovations.

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3. If the Charter is not renewed or is terminated, CEMCO is responsible for all debts of the Charter School. The Board shall not assume the debt from any contract for services made between the governing body of the Charter School and a third party. All contracts held by CEMCO must contain written statements of such.
4. If the Charter is not renewed or is terminated, a student who attended the Charter School may enroll in another public school in his/her Study Attendance Zone (SAZ) area. If enrolling in a school of choice/Montessori school, normal application deadlines shall be disregarded; however, school of choice/Montessori school assignment policy and procedures will be followed. The student must comply with the compulsory attendance law of Georgia.
5. No provision of this Charter, or any lending agreement executed by the Charter School or on its behalf, shall bind the Board to pay any unpaid balance of any note or other indebtedness of the Charter School.

5. EDUCATIONAL PROGRAM

A. Describe the school's mission and the students to be served, including students with special needs and disabilities. For students with disabilities, describe how the charter school will provide state and federally mandated services.

(1) Mission Statement

The mission of the Charter School is to provide a safe, nurturing atmosphere in which certified Montessori trained teachers provide an exceptional education for young children that adheres to the principles and standards of the Montessori Methods of childhood education.

(2) Educational Philosophy

Children supported by family and community can learn to their maximum potential when offered a rigorous, content-rich, hands-on curriculum through stimulating teaching in a safe and nurturing environment.

The Montessori method of education has long been established as an approach that successfully meets children's individual needs while simultaneously accomplishing the goal of educating children to become contributing citizens to our society. The highly structured teaching methodology is designed to provide an activity-based curriculum using an individualized approach supplemented with experiential components such as discovery-based activities. The program initiator, Dr. Maria Montessori, was a woman physician (the first in Italy) who worked with and developed a method whereby mentally deficient children could learn and even pass national education exams. The amazing success of these children, who could read, write, and carry out mathematical functions at ages 4 and 5, has been celebrated worldwide.

Using the Montessori method, teachers use a tested and proven framework for instruction. Teachers must stay within strict teaching guidelines and develop a "portfolio" type individualized teaching guidebook that becomes the basis of their teaching methodology.

It meets individual needs because it is scientifically based on:

1. Observation of the children;
2. Accommodating the environment to be responsive to their needs;
3. An interactive approach to self-education based on developmental laws;

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4. Freedom of choice of activity that encourages a spiritual and social sense of being.

The method has been particularly successful in breaking down racial and economic barriers. Montessori schools appeal to parents who are familiar with the Montessori methodology, as well as to both higher and lower socio-economic status parents because they observe their children enjoying school, finding success, and sharing their raised self-esteem with their families.

The Program at the Charter School will include:

Unique Features of Montessori

1. World Recognized Successful Teaching Methodology
2. Special Teacher Training
3. Manipulative Driven Curriculum
4. Aged-Grouped for Instruction
5. Interest Based Instruction

(3) Students Served

The Charter School will serve approximately 300 PreK-5th grade students who reside in Chatham County. There are no admissions standards to the school. However, during the open-enrollment period, parents/guardians will be required to attend an open house to receive an application and to hear about the rigors and responsibilities of the program. New students will not be admitted after the first two weeks of school. In presenting this charter, CEMCO will be authorized to start a PreK program for 120 students and increase the enrollment to 300 students if there is community interest and the Governing Board believes the facility can handle that size student population.

(4) Exceptional Child Education

For students with disabilities, the Charter School will provide state and federally mandated services as follows.

The Montessori program will comply with all federal laws regarding exceptional child education (ECE) including least restrictive environment. The Special Education Department of the Savannah/Chatham County School Board will participate in the development of any IEP ["individualized education plan"] for exceptional students attending the Montessori School. The Special Education Department shall maintain the same administrative responsibilities in the Montessori School as in all other elementary schools in the district. The Montessori School will use the Special Education Department's administrative process and forms to comply with the requirements of procedural due process.

The goal of the Exceptional Child Education program at the Charter School is to assist students in meeting their educational objectives and needs as described in their Individual Education Plans (IEP) and to help them master the Montessori curriculum. This is done with the support of a certified Special Education teacher (iterant until enrollment reaches 300 and full-time thereafter) who supervises the formation and implementation of the Individual Education Plan. The Inclusion Model will be the primary form of direct services provided to students at the Charter School. This model is used to ensure that each student has the maximum benefit of grade-level academic instruction. The Pull Out Model will be used sparingly on an as-needed basis. Additional support is given as needed in the form of classroom modifications, testing modifications, study skills instruction, social/emotional consultation, and speech therapy.

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The Coastal Empire Montessori curriculum is built on the concept of teaching children about a wide range of cultures, and school administrators will actively seek a diverse student body. The school proposes take children starting at age 3 or 4, if they are able to go to the bathroom on their own.

The Savannah/Chatham County Board of Education will be responsible for funding the special education needs of the Charter School students.

B. Address the focus of the curriculum, the instructional methods to be used, and any distinctive or unique instructional techniques or educational programs to be employed. The Charter School's curriculum, instructional methods, and distinctive or unique instructional techniques and educational programs are as follows:

Curriculum

The Charter School extends the Montessori philosophy to a learning environment for children during their most formative years. These young children want to explore their individuality, delve more deeply into areas of academic interest, participate as a member of a school community, and examine their relationship with global issues. Addressing the spirit of Montessori philosophy, the Charter School will address three major concerns: developmental responsiveness, holistic education, and adolescent empowerment.

The Montessori method is:

1. An approach to life in general based on a belief that children are innately gifted and predisposed to self-educate if allowed to do so naturally, i.e., by following developmental laws of nature;
2. A philosophy based on individual freedom that leads to social responsibility by allowing the individual to meet a personal need first, which when met, produces a sense of satisfaction that is then shared with others, voluntarily;
3. An educational system, which begins with children's self-sufficiency and assimilation of local culture, and ends with the academic study of the cosmic social sciences. At all times, children progress at their own pace, which is defined by:
 - a) Their stage of development manifested through the children's expressed interests and choice of activity,
 - b) Their natural interpersonal talents and abilities, as indicated by their choice of activity.
4. A highly structured method in terms of teacher preparation and environmental control, within which the child has complete freedom to choose constructive activities.

In approach, the Montessori method is the antithesis of most traditional educational practices. Montessori classrooms are:

1. Multi-age groupings, there is a three-year age span.
2. Child centered rather than teacher directed.
3. Hands-on, activity oriented as opposed to textbook curriculum.
4. Based on continuous progress.

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5. Self-directed with a control of error system that engenders and promotes problem-solving skills.
6. Based on recognition of progress as opposed to numerical grades.
7. Socially equitable because there are no "norms" to keep up with or "groups" with which to keep pace.
8. Controlled for success, i.e., children are not "tested" until they have proven mastery of a skill.
9. Dynamic in that children are encouraged to move around to make choices of activity (as opposed to desk-bound activities).
10. Happy classrooms where children "own" the environment, create it, and are responsible for it.

Before Montessori is implemented, faculty will either be hired with or trained in the highly developed and scientifically designed Montessori method. Teacher trainees will be screened for their basic attitudes in education. A teacher who adamantly feels she/he must be in control to maintain order will not be considered.

The training is available through many universities and private Montessori trainers. The training program is approximately 320 contact hours plus an academic year of supervised internship. During the internship, teachers have six formal evaluations per year. Montessori training is very rigorous and requires a great deal of commitment from teachers.

Montessori is best started at the pre-school level. Coastal Empire will have a preschool program where children who are three or four years old can begin. They will be able to continue in the program until they have completed the fifth grade level.

The administration of the Montessori programs will be different. The Principal of Coastal Empire must be trained in the Montessori method. This will mean that the Principal will have been trained or must attend training classes for the primary (pre-K to 2) and elementary (grades 3-5). Thus, the Principal will become an important advocate for the program as well as liaison with the central office.

Montessori materials are quite different from those normally bought and not easily done through purchase orders. The school faculty will use only AMI approved Montessori materials. Currently only two manufacturers of Montessori materials – Gonzagarredi and Nienhuis meet these AMI standards.

Report cards and progress charts are different, i.e., individualized and not numerical. School programs like music, physical education, etc. need to be scheduled carefully to avoid interrupting natural work cycles. Class pullouts will be minimized or avoided all together.

A strong parent involvement program is necessary to support the Montessori program. The role of the Principal in public relations is important, because, in the beginning, the parents will not understand how their children are learning and why they have no book bags. With proper preparation, parents will support the changes in the instructional program and help deflate the natural resistance to change. They will help keep the program going and help create a united community that includes the entire family.

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Developmental Responsiveness

The concept of respecting people for where they are in their development and utilizing their unique developmental stage in order to support the process of growth is a basic foundation of Montessori philosophy. Developmental responsiveness should not cease with the move to an intermediate school, which often happens in a traditional setting. Social concerns and physical changes are sometimes overwhelming and disconcerting to early adolescents. At the Charter School, students will be assisted in areas of biological, cognitive, and psychosocial development within a challenging and supportive educational environment.

Holistic Education

A major element of Montessori philosophy, the word "holistic" means two things: 1) the focus of education should be on the whole child, not individual subjects; and 2) that courses should be interrelated so that the child understands the inter-connections of life. Thus, the learning environment focuses not only on cognitive achievement, but the physical, psychosocial and moral aspects of the person as well. In order to accomplish this, student-parent-teacher partnerships are an integral part of the learning environment.

Adolescent Empowerment

Oftentimes, in the strife to prove their identity, young people turn to destructive, even life-threatening activities. At the Charter School, adolescents enjoy a school environment that has a positive instead of negative impact on the quest for self. Strategies that are incorporated into the curriculum foster a student's sense of empowerment, the opportunity to not only develop personal power but to use that power with and for the benefit of others. These strategies include enhancing personal growth and self-knowledge, developing communication skills and self-expression, creating a community, learning how to learn, and engaging in meaningful and challenging work.

Outcomes achieved by implementing these strategies include high achievement scores, outstanding academic growth, and positive self-concept.

Unique Characteristics

The School design is an integration of the current research in human development, the trends and issues in education, and the Montessori philosophy. The mission of the program is to provide opportunities for adolescents to be self confident and gain self-knowledge, to belong to a community, to learn to be adaptable, to be academically competent and challenged, and to create a vision for their personal future; thus, to empower early adolescents. The physical layout of the Charter School is arranged according to "learning environments" rather than a traditional classroom design.

The school structure offers:

- A learner-centered environment
- A developmentally-responsive curriculum
- A teaching team of Montessori teachers with additional adults as resources
- Parent-teacher-student partnerships
- Multi-aged grouping: ages (3-6) (6-9) (9-12)
- Large blocks of uninterrupted learning time
- Peer and cross-age teaching

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The early years makes:

- 1) An active, self-directed learner
- 2) A vital member of the class, school, city, global community
- 3) A vital member of the teacher-student-parent team
- 4) Responsible for keeping commitments, being honest and respectful

The curriculum and instruction includes:

- a) Tran disciplinary themes
- b) Learning how to learn strategies
- c) Personal learning plans
- d) Mastery, coaching, and exploratory activities
- e) Long-term cooperative learning projects
- f) Sense of community and social interaction with peers
- g) Meaningful and challenging work
- h) Activities for self-expression, self-knowledge, and self-assessment
- i) Activities that value all nine intelligences and a variety of learning styles
- j) Activities to foster interdependence
- k) Activities for learning economic independence
- l) School and community service projects
- m) Activities that allow work on and with the environment

Learning environments include:

- a) Students will rotate through a variety of learning environments throughout the day. Each environment will be arranged to accommodate students performing various learning activities.
- b) Small group activities foster a sense of cooperation and involvement in a community of learners. Assisting others allows students the opportunity to practice communication skills and deepens their understanding of learned concepts.
- c) A community room provides an environment for large group activities, presentations, and guest speakers. Daily community meetings confirm the adolescent's sense of self and connection with the environment.

The Montessori Classroom

A large space is necessary because Montessori is materials intensive and allows for freedom of movement. The classroom, called a "Montessori environment", should have 20-25 students.

Each environment will have about a dozen open shelves arranged around the classroom to create separate and defined areas of study. Each area will have a large set of perfectly complete didactic materials and lessons. Children freely choose their tasks, so long as they know how to utilize the material. If they do not, they may ask for an individual presentation.

The areas are: practical life (necessary for fine motor development and the ability to increase the child's focus and concentration, as well as sense of independence); sensory-motor education and cognitive skills development; language arts materials; mathematics; a library and listening center; an art center; a social studies center; and a science area that includes botany, zoology, animal

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classification and microscopy. The environment is impeccably neat and orderly and is maintained this way always by the children, not the adults.

Teachers work with children individually for the most part, and in-group sessions once or twice daily. There are small lightweight tables (half as many as the number of children) and carpets or mats for working on the floor. Children work at their own pace. The teacher is somewhere in the room, often on the floor with a child, or in a quiet corner observing what the students are doing in order to evaluate their progress and chart the children's individual lesson plans for the following day. There is a quiet buzz of activity but not loud or abrupt noises. Discipline is self-oriented; children are offered limited choices if they cannot make their own. No one is permitted to interrupt, bother, or infringe upon another child's work or rights. Everyone's individual needs are always respected. Social interaction is spontaneous and voluntary; children offer to help others as their own intrinsic needs are satisfied. Group lessons are encouraged but not forced; a child may choose not to participate if engaged in a personal activity and does not interrupt the group activity. Children usually choose to join the group if it is interesting (although some watch and absorb from a distance); if it is not interesting to the children (as indicated by their lack of interest and participation), the teacher must change the activity.

The environment is not constant; it evolves. As children progress in skills, materials that have been mastered are put away as new ones are introduced. Even the room arrangement may change throughout the year, as the group's needs change. It is an on going, ever present cycle of observation, change, mastery -- observation, change, mastery.

C. Describe how the Charter School will measure the improvement in performance and over what period of time.

The Charter School's performance-based goals are as follows:

Outcomes to be achieved

As part of the process for setting up the Charter School was a concern that many of the existing community schools had previously been failing their students - especially low-income and minority students. Citizens recognized that offering the traditional school program is not enough for the school age population that is served. Many students come from schools that have had a record of poor performance, meaning that it had not recognized the challenge needed to address a lower-income minority race student body. Mixing those students with a higher-income group of students will cause new requirements needed to educate such a diverse population of students (racially and economically).

The Need to Establish a Charter Program that includes Substantive Reform - The planning process for creating the Montessori program calls for political and organizational stability over a prolonged period and consensus on educational reform strategies as necessary prerequisites to meaningful change. Such a foundation includes:

- A focused role for the Savannah/Chatham School Board, the CEMCO, the school district's central office administration and the administration of the Charter School whereby they concentrate on policy and procedure decisions that support improved student achievement that meets federal and state reform initiatives.
- A shared vision among the Governing Board, public school administration, teachers and the community regarding the goals and strategies for reform.

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- A capacity to diagnose instructional problems that the school system and the Charter School can solve.
- An ability to flesh out the leadership's vision for reform and sell it to city and district stakeholders.
- A focus on revamping central office operations to serve and support the schools.
- A matching of new resources to support the vision for reform.

The Need to Devise Planned Strategies for Successful Charter Programs - The planning of the Montessori program includes approaches to reform that encompasses shared elements:

- The Charter School is designed to attract a broad range of students that represent the diverse student body from throughout the Savannah/Chatham school district. Program designs are focused on student learning styles that include the facilitation of learning, as done using the Montessori method of teaching.
- The curriculum focuses on student achievement and specific achievement goals, on a set schedule with defined consequences, with curricula that is aligned with Georgia state standards, and specific approaches to translate these standards into instructional practice.
- Montessori program success will be based on concrete accountability systems that go beyond what the state has established in order to hold staff personally responsible for producing results.
- The Montessori program is being developed utilizing either American Montessori Society (AMS) and/or Association Montessori Internationale (AMI) certification requirements.
- The new strategies designed to meet the needs will be addressed at the Savannah/Chatham County School District's central office level through recruitment of AMS/AMI certified teachers who meet Georgia teacher certification requirements and are considered highly qualified under the requirements of the No Child Left Behind Education Act.
- Participation in professional development offered to teachers at the same grade and age level in the Savannah/Chatham County School District so that there will be consistent implementation of the reform efforts required by Georgia and the federal government.
- Montessori program staff will drive reforms into the classroom by defining a role for the school and Savannah/Chatham County School District's central office that entails guiding, supporting, and improving instruction at the building level.
- Program personnel are committed to data-driven decision-making and instruction. The Montessori program administrative staff will provide early and ongoing assessment data to teachers and the principal as well as train and support them as the data are used to diagnose teacher and student weaknesses and make improvements.

Translating Montessori Program Needs into Action - The Montessori program planning staff have identified good practices for the operation of the program: set priorities and specific goals, identified appropriate roles for parts of the organization, selected or developed the techniques needed to move toward the goals given the local staff and student body, collected and used information to track progress, identified needed refinements and areas of special needs, and stays

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on course long enough for the effort to be carried out over the life of this project. These actions are interrelated, but can be loosely categorized into topic areas:

Action Related to the First Step of Instructional Reform for the Montessori Programs to Work

- The nature of the local political and public discourse about Montessori schools is important and is being changed. As a first step, The Governing Board, the Savannah/Chatham County School Board, community leaders, and the superintendent must agree that improved student achievement is their top priority.
- There will be a sustained focus on enacting effective reforms after a common vision is developed that is supported by a stable majority of the Governing Board, and after the school community and general public are engaged in providing feedback and support.
- The *NCLB Act* addresses the goal of enhancing academic achievement for disadvantaged children using “*highly qualified teachers*”. Highly qualified is defined as someone with a bachelor's degree who is licensed to teach on the basis of full state certification or passing the state licensure exam. The Governing Board has raised the bar to require teachers to be prepared beyond simple licensure or certification. A highly qualified new Montessori teacher must be certified as a Montessori teacher and have passed a test of subject knowledge and teaching skills in reading, writing, and mathematics.

Action Related to the First Step of Developing Instructional Consistency

- The Montessori Manager will play a key role in setting Montessori program goals that are consistent with district-wide goals, standards for learning, and instructional objectives; working with key school staff to create a consistency of instruction in every participating Montessori school; and supporting the improvement of instruction and the effective delivery of curricula.
- Montessori school teachers will provide a systematic, uniform, and clearly defined approach to thematic instruction that addresses a variety of student learning styles while offering an even larger positive effect on the disadvantaged and minority children served by the Montessori programs.
- Montessori teachers will be given extensive professional development to ensure that they can deliver a specific curriculum that is more effective for improving instruction and raising student achievement. Teams will be created that will be trained to offer professional development to new teachers so that the unique features of the Montessori program and the reform initiatives will be carried out.

Action Related to Setting Up Data-Driven Decision-Making

- Teachers will be able to use achievement data as a tool to help them improve instructional practice, diagnose students' specific instructional needs, and increase student learning/achievement. Data will be given to Montessori teachers and principals at regular intervals from the start of the academic year, along with training in the use of these data to diagnose areas of weakness.
- Students will be assigned to Montessori classes that are more beneficial to them when administrators carefully use assessment data in placement decisions to identify students

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with the potential to do more demanding work. This practice will also increase the odds that disadvantaged and minority students be able to qualify for high-level classes.

Purposes that are being used to structure the Charter School's program design are as follows:

Montessori Schools Goals

- (1) The development and implementation of a Montessori school that will achieve systemic reforms and providing all students the opportunity to meet challenging Georgia State academic content standards and student academic achievement standards;
- (2) The development and design of innovative educational methods and practices that promote diversity and increase choices for students in Savannah/Chatham County public and private elementary schools;
- (3) Instruction that will substantially strengthen the knowledge of academic subjects of participating students; and
- (4) Improving the capacity of the school, through professional development, to continue the Montessori methodology.

The Objectives and Outcomes

Objective 1 - By the end of the 2009-2010 school year, the unique Montessori program of studies will be fully implemented and will attract students of different social, economic, ethnic, and racial backgrounds from throughout the Savannah/Chatham School District using a curriculum with research-based instructional approaches that meet the needs of students participating in the program. The program will be considered successful when at least 75% of students and teachers respond favorably and at least 60% of parents of Montessori students respond favorably to an annual survey.

1-1. Innovative Themes - *the Montessori program will include a thematic curriculum design that stimulates the interest and imagination of students through the use of activities that reflect innovative practices as evidenced by a review of a random sample of teacher lesson plans by an independent outside evaluator.*

The Charter School will address this objective by offer exciting innovative Montessori program and activities that are research-based and designed to set high expectations for all students. Because of the new *No Child Left Behind* legislation, school personnel must consider the performance of all students in the school. Statistics show that the educational programs in Savannah schools have worked better for some students than for others. In particular, a significant achievement gap exists between Black and white students and between children from wealthy and poor families. Unfortunately, the achievement gaps appear to be widening.

Teaching styles and teacher expectations of students are known to influence student achievement. In addition, the quality of instruction affects academic achievement. Some teachers with deep content knowledge of the subjects they teach and teachers with strong verbal skills have been successful at closing the achievement gap. Poverty also contributes to the disparity in school performance but is not solely responsible for all of the differences between Black and white students. Innovation is a key to the success of dealing with this problem.

Performance Indicator Documentation -This project will demonstrate how teachers address the most powerful changes that increase the level of confidence and leadership among participat-

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ing students. As more students develop confidence and assume leadership roles, many will become more serious about their academic performance. In some cases, students who previously had experienced behavior problems will volunteer to participate in academic competitions and will perform well in those scholastic events. Experiencing a classroom climate that is more attuned to the needs of students and having regular contact with positive adult role models in their community will help some students forge a new identity that values school success. The innovative approach to teaching at the Charter School will include documentation of the challenging content that is part of an integrated, interdisciplinary curriculum. Montessori teachers will be trained to understand the value of thinking "outside the box" and trying a new approach. Teachers will use a range of alternative approaches to measure the impact of these innovative approaches on student achievement. They will also be trained to electronically track the more productive interaction patterns of learning among students and teachers.

Documentation at the conclusion of the five years will show how the Montessori approach and supporting activities will reflect the different ability levels of participating students.

No later than three years after the beginning of the Charter, CEMCO will provide to the BOARD a data driven report that describes and documents the status of the Charter School as to this goal with an action plan to address any deficiencies to meet the requirements of the goal by the fifth year.

1-2. Methods and Practices - *The Coastal Empire Montessori Charter School will include instructional strategies that address the different student learning styles so that they can think conceptually, solve complex problems, and communicate ideas effectively as evidenced by a review of the curriculum, and special activities of the school by an independent evaluator.*

The Montessori approach is designed to address the different learning styles of students. Students have a variety of ways they process information. The faculty will be trained, as part of the special requirement of the Montessori methodology, to use teaching approaches that address these different leaning styles so that students can make decisions on their own, work cooperatively, and make sense of the vast amount of information they will be exposed to during their school career.

Performance Indicator Documentation – The school philosophy is based on the premise that students are best engaged when they are actively involved in an activity. This means challenging them with something they want to achieve. Teachers will demonstrate their ability to draw on what leading educators and other experts have learned. Montessori teachers have defined and will use the term Emotional Intelligence to encompass the following five characteristics and abilities: **Self-awareness**--knowing your emotions, recognizing feelings as they occur, and discriminating between them; **Mood management**--handling feelings so they're relevant to the current situation and you react appropriately; **Self-motivation**--"gathering up" your feelings and directing yourself towards a goal, despite self-doubt, inertia, and impulsiveness; **Empathy**--recognizing feelings in others and tuning into their verbal and nonverbal cues; and **Managing relationships**--handling interpersonal interaction, conflict resolution, and negotiations. This project will demonstrate how teachers have drawn on research in brain-based learning that suggests that emotional health is fundamental to effective learning. The key ingredients are: 1) Confidence, 2) Curiosity, 3) Intentionality, 4) Self-control, 5) Relatedness, 6) Capacity to communicate, and 7) Ability to cooperate. These traits are all aspects of what project staff define as their approach to teaching Emotional Intelligence. Basically, a student who learns to learn is much

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more apt to succeed. Teaching approaches used to carry out the thematic curriculum will show how Emotional Intelligence is a better predictor of future success than traditional methods like the GPA, IQ, and standardized test scores.

Hence, the Montessori program will include the concept Emotional Intelligence as a key element of the innovative approach to teaching. Many of the teachers, upon understanding the increased levels of conflict in students--from low self-esteem to early drug use to depression, will teach students the skills necessary for Emotional Intelligence. One element that is highly relevant to learning is achievement motivation. Motivation to achieve is a function of the individual's desire for success, the expectancy of success, and the incentives provided. Teachers will use this innovative process for teaching students to help them develop a high need to achieve and obtain better grades in courses, which they perceive as highly relevant to their educational and career goals.

Objective 2 – Each year, all Coastal Empire Montessori Charter School teachers will participate in high quality professional development that will increase their ability to effectively carry out unique Montessori teaching approaches while improving academic achievement and will address the most recent findings regarding teaching styles, effective teaching practices and the means to continue these approaches. Evidence of success will be measured by the number of research-based training activities used, their relevance to Georgia State Department of Education and US Department of Education (USDE) recommended standards.

2-1. Capacity Building - *A special Montessori school training component will help Montessori teachers improve their ability to effectively carry out the Montessori approach while improving academic achievement of a diverse student body attracted into the school as evidenced by course outlines and attendance logs of the staff development sessions.*

A special Montessori school training component for teachers will be developed. Training component services will help Montessori staff improve and enhance their ability to effectively carry out the Montessori teaching approach while improving academic achievement of a diverse student body attracted into the Coastal Empire Montessori School. Training activities will address the most recent findings regarding teaching styles, effective teaching practices, student learning practices, innovative learning practices, change process, curriculum reform, thematic integration, team-oriented management, and the means to continue these approaches for years.

Performance Indicator Documentation - Training activities will be designed for ongoing, in-depth comprehensive training that creates and sustains educational change in the Charter School. Documentation will show collaboration among and between faculty members at the Coastal Empire Montessori School, faculty at the Savannah/Chatham County Ellis School, Georgia Southern and Armstrong Atlantic University faculty, and the business community. Teams of teachers, administrators, and representatives from higher education and business will work as partners and mentors. They will be given the opportunity to acquire and implement new skills, strategies, knowledge and technologies; make decisions; solve problems and understand the value of a variety of teaching styles. The significant outcome is that participants will know and implement teaching approaches that allow students that represent the diverse racial, ethnic, social and economic community to work together and contribute to their fullest capabilities. Project results will also show how Georgia's School and District Accountability System drives fundamental change in classroom teaching by helping schools and communities focus on improved student achievement.

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2-2. Reciprocity - *Special in-school Montessori teacher trainers will be created to serve as a core group that offers new and struggling teachers regular on-site training designed to replicate the Montessori curriculum and teaching approaches. Success will be measured through evidence of training outlines and attendance logs of the staff development sessions.*

Teachers' Montessori pre-service learning and teaching assignments are features of the teacher quality approach that will be carried out as part of this project. Aspects of pre-service learning and teaching assignment will be used to characterize teacher preparation and qualifications. Pre-service staff development will be provided prior to entering the classroom. In-service staff development will be provided during the school year.

A comprehensive and sustained staff development component is an essential element of the success and sustainability of the Montessori program. Each year, a core of Montessori teachers who have been identified as having the essential skills necessary to teach the unique curriculum to a vastly diverse student population will become part of the Montessori Training Team who will prepare new and struggling Montessori teachers brought together during the summer to improve their teaching approaches in Montessori classes. It will be their responsibility to help these teachers develop appropriate teaching styles that they exhibit as they interact with students.

Each summer, there will be a four-week program whereby a group of Montessori students will be recruited to attend special Montessori summer classes offered at a Montessori facility. Students will receive instruction carried out by teachers being trained by core trainers while under their supervision. Teachers will learn new skills and practice them under the watchful eyes of their trainers during the three-hour summer sessions provided to participating Montessori students. This approach to the preparation of new Montessori teachers and the strengthening of teachers who have trouble learning teaching approaches that address different student learning styles is an important element in the sustainability of the Montessori program.

Performance Indicator Documentation- trained teachers will exhibit an effective teaching style preference while using a variety of different styles to help the diverse student population learn better through a thematic approach. Training teams will identify the most effective teaching styles, train teachers to use them, and set up a method for continuing these approaches. Follow-up assistance will be an integral part of the program. It will be conducted throughout the program's life to determine the extent of information dissemination and training results. Follow-up services will allow for proper implementation of the program and for interaction among the service providers, community leaders, businesses and Montessori trainers so that Montessori training component activities can be disseminated and understood.

Objective 3- By the end of each operating school year, the program designs of the Coastal Empire Montessori School will show evidence that they are aligned with Georgia's *No Child Left Behind* (NCLB) Approved Accountability Plan requirements, the Georgia content and performance requirements as evidenced by observations of classrooms by an outside evaluator.

3-1. National, State and Local Reforms – *The Charter School will implement and carry out challenging systemic reform initiatives that include those outlined in No Child Left Behind and Georgia Reform Initiatives as evidenced by specific references in the individual thematic curriculum guides.*

In response to the *No Child Left Behind* accountability provisions, the Georgia State Department of Education has described how it will close the achievement gap and make sure all students, in-

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cluding those who are disadvantaged, achieve academic proficiency. As part of the process, State officials produce annual state and school district report cards that inform parents and communities about state and school progress. Schools that do not make progress must provide supplemental services, such as free tutoring or after-school assistance; take corrective actions; and, if still not making adequate yearly progress after five years, make dramatic changes to the way the school is run.

Performance Indicator Documentation - The NCLB legislation challenges us to consider the performance of all students. In particular, an achievement gap exists between African-American and white students, between children from wealthy and poor families, and between those for whom English is a second language and those for whom English is a first language. The Georgia Reform Initiatives that will be used as guides for comprehensive school reform are designed to:

1. Employ innovative strategies and proven methods for student learning, teaching, and school management that is based on reliable research and effective practices and has been replicated successfully in schools with diverse characteristics.
2. Have a comprehensive design for effective school functioning that includes instruction, assessment, classroom management, professional development, parental involvement, and school management; that aligns the school's curriculum, technology and professional development into a school-wide reform plan designed to enable all students to meet challenging state content and performance standards; and addresses needs identified through a school needs assessment.
3. Provide high-quality and continuous teacher and staff professional development and training.
4. Have measurable goals for student performance and benchmarks for meeting those goals.
5. Are supported by school faculty, administrators and staff.
6. Provide for the meaningful involvement of parents and the local community in planning and implementing school improvement activities.
7. Utilize high-quality external technical support and assistance from a comprehensive school reform entity (which may be a university) with experience or expertise in school-wide reform and improvement.
8. Include a plan for the evaluation of the implementation of school reforms and the student results achieved.
9. Identify how other resources available to the school will be utilized to coordinate services to support and sustain the school reform effort.

3-2. State Content and Performance Standards – *The Coastal Empire Montessori Charter School will measure student progress by using the Georgia Criterion-Referenced Competency Test (CRCT), student performance standards requirements that were approved under Georgia's No Child Left Behind (NCLB) Accountability Plan as evidenced by test results published in CRCT data, a Georgia State Department of Education database that shows school test results.*

Georgia has developed and adopted challenging State content standards that specifies what all children are expected to know and be able to do, as well as challenging performance standards that show the level children will be expected to attain in mastering the material in the content

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standards. To ensure high expectations, Georgia has adopted standards for all children including a high-quality annual assessment that determines how well children are learning the material according to the Georgia content standards. The State has also determined what constitutes "adequate yearly progress" of each school toward enabling children to meet the high performance levels expected of all children, as measured by the State assessments and other measures. The Coastal Empire Montessori School will be required to demonstrate adequate yearly progress toward helping all children attain the State's challenging performance standards. If the school fails to make adequate yearly progress or to meet the State's minimum academic performance for two consecutive years, it will be identified for improvement. It will be reconstituted after five years if it does not make AYP.

The Savannah/Chatham School District, supported by a shared understanding with the state, has embarked on far-reaching systemic efforts to reform their schools. Uniting their efforts has been an emphasis on high academic standards—describing what all children should know and be able to do—and high-quality assessments geared to those standards, as well as a shared vision of reform.

Focusing an accountability system on schools is driven by the belief that as long as schools understand their responsibility to serve every child and expect every child to learn, a strategy for improving schools can most effectively lift the achievement levels of all children. Moreover, when Title I is an integral part of, rather than an add-on to, the child's education, the impact of the Title I program cannot be separated from that of the regular program. This integration is particularly true as an increasing number of Title I schools use Title I funds to develop school-wide programs. It is important to recognize that this approach to school, district, and State accountability is integrally connected to a formative evaluation process, where assessment results are used to help promote improved teaching and learning in the Charter School and to encourage the provision of learning experiences that contribute to the attainment of challenging State standards.

Performance Indicator Documentation – Georgia's Accountability System includes both rewards and sanctions for public schools. The growth labels show the academic growth of the school as a whole, the growth of the student subgroups within the school and the school's improvement status. Rewards are provided through an annual allocation from the Georgia State General Fund, if funded, and are awarded to schools based upon their growth label.

Sanctions are currently based on whole school performance and include assignment of District Assistance Teams, school choice, supplemental services, reconstitution, and the assignment of Distinguished Educators. The State Accountability System was recently revised in order to more closely align the sanctions with the NCLB system of sanctions, including the integration of the former remedies with those required by NCLB. Due to funding constraints, Supplemental Educational Services will only be required for Title I Schools. Montessori school performance will be measured, in part, using the State scale.

If the Charter School fails to make adequate yearly progress or to meet the State's minimum academic performance for two consecutive years, such will be deemed to be a breach of the Charter Agreement.

Objective 4 – The Coastal Empire Montessori Charter School program will provide instruction that will substantially strengthen students' knowledge of academic subjects and provide students with skills needed for successful living as evidenced by the alternative assessment criteria.

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Charter School students will be tested using any test used by the District in general, including the CRCT or other testing methodology.

4-1. Improved Student Achievement –*Students in Montessori classes will exceed the achievement gains for students in the district as a whole in each of the core subjects, as well as exceed gains for students overall in applied learning skills including higher order thinking skills, individual problem-solving ability, communication skills, computer skills, and ability to contribute to group projects.*

Montessori teaching teaches children to become active participants in their own development, strongly influenced by natural forces leading toward growth and learning. Instruction is designed to help children realize their full potential as intelligent, creative whole persons.

The American Montessori Society (AMS) in its article *Learning And Assessment (2004)* advocates that children should be assessed by alternative means other than traditional tests and grades. Accordingly, assessment procedures should include different formats (such as portfolios, presentations, multimedia projects) that more authentically gauge children's ability to interrelate ideas, think critically, and use information meaningfully. Student assessment should both measure the effectiveness of an educational program and reveal growth and difficulties experienced by the student. AMS research revealed the following:

The human brain learns by wrestling with ambiguity, solving problems, questioning, and discovering patterns, not by memorizing isolated information.

Assimilating new information happens most effectively when that information comes by way of challenging, complex, interactive experiences.

As each new experience is encountered, questioned, analyzed, and assimilated into existing frameworks, the actual physical structure of a person's brain changes.

The neo-cortex, that part of the brain in which information is processed and stored, functions best in a relaxed but challenging atmosphere.

Assessment Methods Be Given to Students

Alternative Performance Indicator Documentation - The Montessori approach to learning involves children in activities designed to help them interrelate and critically analyze ideas, form questions about these ideas as a spur to further study, and generally engage in meaningful mental exercise, instead of concentrating on isolated facts and surface knowledge. In order to effectively evaluate student progress under these conditions, AMS advocates that teachers use, in addition to written tests, other formats (portfolios, presentations, and multi-media devices) that can more authentically gauge the ability of students to interrelate ideas, think critically, and use information meaningfully.

Student progress will be assessed by a variety of instruments, including the following:

- A. **Quantitative Norm Referencing** - The Complete Battery edition of the Form A edition of the Iowa Tests of Basic Skills® (ITBS) will be given to CEMCO students in grades 3 and 5. The Word Analysis and Listening subtests of ITBS Form A, Level 9 (Grade 3) are not part of the state testing program and will not be given. Students with disabilities enrolled in grades 3 and 5 will be tested according to guidelines in their Individualized Education Program (IEP). There will be documentation of the disabling condition, and there will be

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a current Individual Accommodation Plan (IAP) that outlines appropriate testing accommodations that are consistent with instruction and testing in the classroom for the student. Limited English Proficient (LEP) students in grades 3 and 5 will also be tested. A student will be eligible to be coded LEP if the student's native language is not English.

- B. ***Criterion-Referenced Testing*** - Measures student outcomes with the Montessori curriculum at a certain age. The Kindergarten Assessment Program (GKAP) is the current designated kindergarten assessment for all Georgia public schools. Students are assessed in the domain areas of literacy, mathematics, and social/emotional development in a variety of one-on-one, small group, and large group instructional settings throughout the kindergarten year. All Coastal Empire Montessori Charter School kindergarten students will participate in GKAP-R unless specified in a written and approved Individualized Education Plan (IEP) or Individualized Accommodation Plan (IAP). An assessment plan will be developed for Limited English Proficient (LEP) students who qualify for services through the English to Speakers of Other Languages (ESOL) Program. CRCT will be used to measure how well Charter School students acquire the skills and knowledge described in the Georgia Quality Core Curriculum (QCC). All students will take the CRCT in the content areas of reading, English/language arts, and mathematics. Students in grades three through eight will take the science and social studies tests. Writing assessment for 3rd grade students will be based on teacher judgment of the developmental stage most representative of student writings collected throughout the year. Third grade teachers apply the same developmental scale and scoring guidelines used for the fifth grade writing assessment. The writing assessment for grade 5 will consist of an evaluation of student response to an assigned prompt. Students will be assigned a topic in one of two genre, imaginative story or personal narrative. Trained raters using a standardized scoring system will score papers. Based on the requirements of the Individuals with Disabilities Education Act (IDEA), all students with disabilities will either participate in the regular assessment or the GAA. A student's Individualized Education Program (IEP) team will make decisions regarding participation. The IEP team will consider: (a) the purpose of the assessment, (b) the feasibility of the student's participation, and (c) the accommodation(s), if any, that the student may need. The decision of the IEP team regarding participation and accommodations will be documented in the IEP. If a student's IEP team recommends no participation in state curriculum-based assessments (e.g., CRCT, EOCT, etc.), the IEP will document the reasons and require participation in the GAA. The GAA will only be used in cases where a student is unable to participate in the regular assessment, even with the maximum accommodations.

The US Department of Education currently administers annual national and state student assessment through the National Assessment of Educational Progress (NAEP). NAEP is conducted at least once every two years in reading and mathematics in grades 4. Students will participate in the NAEP testing when Savannah/Chatham County students for the same age group are required to participate.

- C. ***Qualitative Assessment*** - Including rating forms, checklists, and narrative descriptions. The student assessment program will be designed to provide the student and parent with comprehensive feedback on personal, social and academic development. Variables that will be considered include the following:

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1. Positive attitude toward school;
2. Inner security and sense of order;
3. Pride in the physical environment;
4. Abiding curiosity;
5. Habit of concentration;
6. Habits of initiative and persistence;
7. Ability to make decisions;
8. Sense of independence and self-confidence;
9. Self-discipline; and
10. Sense of responsibility to other members of the class, school, and community.

Students will be qualitatively assessed on the development of habits for a life-long learner: academic competency; a willingness to work hard and meet challenges; recognition of the relationship between efforts and outcome; confidence and security with skills; an ability to acquire the knowledge needed to meet personal objectives; and a sense of responsibility and caring for others and the community. There will be no grades, or other forms of reward or punishment, subtle or overt. Student qualitative assessment will consist of a number of different alternative assessment tools including:

1. Documented observations by teachers and staff of behaviors that indicate the student's personal/social/academic development;
2. Demonstration through oral and written tools of mastery of knowledge and skills with specific instructional material;
3. In-class performance of work documentation;
4. Student work portfolios;
5. Documented evidence of work habits carried out during school hours; and
6. Documented performance measurement of homework and out of class assignments.

Parents will receive a Student Progress Report four times per year: October, December, March and June. Parent-teacher conferences accompany the October and March reports, and either parents or guardians are expected to attend each conference, observing their child's classroom sometime before the second conference in March. All student documentation will be by teacher portfolio and will include the teacher's observations and record keeping.

D. Ethnographic Review- Ethnography consists of a series of specialized observations of learners and their actions in the classroom environment. The Ethnography Review will be used as a qualitative approach to scientific inquiry that is suitable for addressing the human behaviors inherent in practice as they unfold in the classroom setting. The Criteria for Good Ethnography (Spindler 1982) include:

- 1) Observations are contextualized. The significance of events is seen in the framework of relationships of the immediate setting being studied but is pursued, as necessary, into contexts beyond.
- 2) Hypotheses and questions for study emerge as the study proceeds in the setting selected for observation. Judgment on what is significant to study is deferred until the orienting phase of the field study has been completed.
- 3) Observation is prolonged and repetitive. Chains of events are observed more than once.

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- 4) The native (any participant in a social setting) view of reality is brought out by inferences from observation and by various forms of ethnographic inquiry: interviews, other eliciting procedures (including some instruments), even, at times and only cautiously, questionnaires.
- 5) Socio-cultural knowledge held by social participants makes social behavior and communication sensible to oneself and to others. A major part of the ethnographic task is to understand what socio-cultural knowledge participants bring to and generate in the social setting being studied.
- 6) Instruments, codes, schedule, questionnaires, agenda for interviews, and so forth are generated in the field as a result of observation and ethnographic inquiry.
- 7) A trans-cultural perspective is present, though frequently as an unstated assumption. That is, cultural variation over time and space is considered as a natural human condition. All cultures are adaptations to the exigencies of life and exhibit common as well as distinguishing features.
- 8) Some of the socio-cultural knowledge affecting behavior and communication in any particular setting being studied is implicit or tacit, not known to some participants and known only ambiguously to others. A significant task of ethnography is therefore to make explicit what is implicit and tacit to informants and participants in the social setting being studied.
- 9) Inquiry and observation must disturb as little as possible the process of interaction and communication in the setting being studied.
- 10) Since the informant (any person being interviewed) is the one who has the emic, native cultural knowledge (in varying degrees of self-conscious articulation), the ethnographic interviewer must not predetermine responses by the kinds of question asked. The conversational management of the interview or eliciting must be so carried out as to promote the unfolding of emic cultural knowledge in its most heuristic, "natural" form. Ethnographic inquiry provides observation and interviewing techniques that are useful for teachers, parents and students. In order for teachers and staff to collect more live data (immediate, natural, detailed behavior), they will use different forms of technical devices such as audio and videotaping. The key goal will be to make observations free from judgment, assumption or preemptive conclusion.

Individualized Student Learning Plan Progress Reports

Parents/Guardians are informed of the academic goals that are monitored for readiness and mastery and recorded daily by teachers. Portfolios and Written Student Progress Reports are shared with parents. This summary of academic student progress as well as social and emotional progress is sent to parents four times a year.

Other measures of success include:

Pupil Promotion Rate

- a) Achievement Awards
- b) Student Portfolios
- c) Content Area Evaluations
- d) Teacher Created Tests
- e) Project Based Evaluations

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- f) Student Self Evaluations
- g) Student Assessment Teams

In order to be held accountable for and to demonstrate achievement of its educational goals, the Charter School will submit annually to the Savannah/Chatham County School District, the State Board of Education and Georgia Department of Education copies of individual pupil test scores on all required Standardized tests and other student information as may be required by State law or the Authorizing Body. General reports to other sources shall be by student aggregate test scores.

The Charter School will adhere to timelines. The goal is for all students to reach all stated performance standards. Therefore, the Charter School will launch a program whereby the school officials will intervene when students do not achieve at acceptable levels. This program includes several components, including:

- a) High expectations for all students: Students will be involved in extra class time for extended day schooling.
- b) Prescriptive Assessment: Implement a special assessment program tailored specifically to the Montessori teaching approach to evaluate student achievement on an ongoing basis. A process on monitoring will be implemented in order to re-teach skills not mastered; and
- c) Tutoring: Peer or cross-aged tutoring will be used to give students the chance to help each other, and can benefit both high and low achievers.

The Charter School will use the GWA, CRCT, ITBS and GKAP in the appropriate grades during each school year as the primary assessment instruments to measure the percentage of student growth in each subject area. The CRCT will continue to be used yearly to determine growth in achievement for all grades.

The Charter School will abide by all rules mandated by the Office of Accountability. (i.e. when Science and Social Studies assessments are given the school will comply).

There is a close alignment of Montessori learning objectives with the strands and standards of the GQCC. This will allow the evaluation to occur along with the application of the state assessment instruments avoiding the necessity of a separate evaluation.

Timeline

The timeline below lists the projected timelines for achieving the outcomes included in this application proposal and the basis used to measure their attainment during the project period. This timeline will be used to measure success when reporting progress each year.

Timeline for Completion of Charter Program Activities

| Major Activity | Time Frame | Unit/Office |
|---|---------------|----------------------------------|
| Form Montessori Planning Team | January 2005 | Planning, Curriculum, Operations |
| Research Montessori Charter Possibilities | January 2005 | Charter Planning Team |
| Study Local Appeal Of Montessori Theme | February 2005 | Planning Team |
| Conduct Project Needs Assessment | March 2005 | Planning Team |
| Apply for Charter Planning Grant | May 2005 | Interim Board of Directors |
| Apply for Non-Profit Incorporation | June 2005 | Interim Board of Directors |

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| Major Activity | Time Frame | Unit/Office |
|---|---|--|
| Finalize Montessori Charter | October 2005 | Interim Board of Directors |
| Submit Charter Petition | November 2005 | Established Charter Board of Directors |
| Determine Facilities and Construction Plans | July 2005 – June 2006 | Planning Committee, Board of Directors |
| Select Charter School Site | October 2005 – February 2006 | Planning Team |
| Operate School Planning Committees | January - June 2006 | Planning Team |
| Seek Federal Charter Grant | January 2006 | Planning Team |
| Select Principal | August 2006 | Board of Directors |
| Develop Montessori Curriculum | August 2006 – June 2007 | Planning Team, School Planning Committees |
| Host Public Input Forum | October 2006-2007 | Board of Directors |
| Launch Industry And Community Facility Campaign | January 2006 | School Planning Committee |
| Establish Community Partnerships | May 2006 - (ongoing) | School Planning Committee, Board of Directors |
| Launch Media Campaign Publicizing New Charter | November 2006 | Planning Committee, Board of Directors |
| Identify Site Administrators | January - May 2007 | Savannah/Chatham Human Resource Department, Board of Directors |
| Recruit Students | February - September 2007 | Recruitment Committee |
| Purchase Supplies/Equipment | March 2007 - (ongoing) | Board of Directors, Planning Committee, Principal, Faculty |
| Identify School Personnel | March - August 2007 | Savannah/Chatham Human Resource Department, Principal, Board of Directors |
| School District staff to inspect the school prior to opening | June 2007 | Savannah/Chatham Engineering Department, Others Savannah/Chatham staff designated by the superintendent |
| Conduct Curriculum and Staff Development Training And Workshops | June – August 2007-2011 September – May 2007-2011 | Board of Directors, Planning Committee, Principal, Faculty, Staff Developers, Experts, Charter Program Manager |
| Conduct Community-Based Teacher In-Services | June-August 2007 | Principal Curriculum Specialists Teachers |
| Conduct Teacher Strategies Workshops | July 2007 - (ongoing) | Charter Program Manager Staff Development Specialists |
| Refine Curriculum & Staff Development Plans | August 2007 | Charter Program Manager Principal, Faculty, Staff Developers, Experts, Charter Program Manager |
| Provide Teacher In-Service | August-September 2007 August-September 2008 August-September 2009 | Site Administrators Staff Development Experts |
| Open Coastal Empire Montessori Charter School | September 2007 | Charter Program Manager Board of Directors, Site Administrators, School Faculty |
| Conduct Montessori Training | June 2007 - (ongoing) | Site Administrators Faculty |
| Form Charter School Councils and Community EMAC Advisory Committees | November 2006 | Charter School Manager Principal Parent Liaisons |
| Begin Monthly Charter School Council | May 2007 - (ongoing) | Site Administrators |

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| Major Activity | Time Frame | Unit/Office |
|--|--|--|
| Meetings | | Faculty |
| Coordinate Quarterly Community CEMCO Advisory Committee Meetings | December 2007 - (ongoing) | Charter Program Manager |
| Monitor Charter Programs And Collect Formative Evaluation Data | January 2008 | Site Administrators Technology Resource Person Evaluator |
| Analyze and Reflect On Montessori Curriculum | February 2008 | Charter Program Manager Principal School Staff Site Administrators Faculty |
| Analyze Evaluation and Performance-Based Test Data | May - August 2008 May - August 2009 May - August 2010 May - August 2011 | Charter Program Manager Evaluation Division External Evaluators |
| Submit Annual Performance Reports To Savannah Chatham Board of Education, Georgia State Charter Office | June 2008 June 2009 June 2010 June 2011 | Charter Program Manager Principal, Evaluator |
| Conduct Teacher Strategies Development Workshops | Quarterly | Charter Program Manager Principal Site Administrators |

I. Describe how parents, members of the community, and other interested parties were directly and substantially involved in developing the petition. Parents, members of the community, and other interested parties were involved as follows

(1) The Coastal Empire Montessori Charter School is a school being founded by parents and community members who are interested in a start-up charter school based on the philosophy of Dr. Marie Montessori. Based on community input, policies and procedures are being refined. Community members and educators from area universities are offering a fresh perspective on the organization and operation. Staff members, parents, and community members will assist in the review and refinement of this document.

J. Describe how parents, members of the community and other interested parties will be involved in the school.

Parents, members of the community and other interested parties will be involved in the school as follows:

(1) The Charter School will encourage family participation in the educational experience by requiring parents to volunteer a minimum of 30 hours for single parents and 60 for couples yearly. This requirement may be reduced or increased as needed to fulfill the mission of the school, but the requirement will always be mandatory for all parents and guardians. Parent activities include attending school events, participating in community service, chaperoning field trips, assisting teachers, assisting in the office or health clinic, assisting with clubs, and baking cookies for parent sponsored events. More than 200 opportunities yearly will be offered for parent participation.

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- (2) Parents will also serve in leadership positions as members of the Governing Board as well as on other ad-hoc committees, such as charter renewal, facilities, and assessment.
- (3) In the event a parent or guardian faces a period of hardship during which volunteer hours would place an undue hardship on the family, the parent or guardian can request exemption from the volunteer requirements for an agreed-upon period of time.
- (4) Parents or guardians will be required to meet or speak with teachers at least twice each ten week period through conferences, e-mail and by phone. These communications and the commitment of the school to involve parents and guardians in the educational experience through volunteerism will help to reengage families of adolescent students.
- (5) Parents will be informed of Governing Board activities by monthly meeting minutes that are distributed in communication folders. Each board meeting agenda will include time for staff, parent, or student comments.

K. Address rules and procedures concerning student discipline and dismissal, including the school's code of conduct.

The Charter School Code of Conduct will be treated as an inseparable part of the school's character curriculum. It will be developed with input from teachers, parents through surveys. Each family will be provided a copy of the Code of Conduct and asked to sign a form as support. The Code of Conduct shall govern every student attending the Montessori School and the teachers, Administrator, and Governing Board will enforce the consequences stated in the Code of Conduct.

The Principal will have the authority to suspend a student from the Charter School if the student's behavior violates the Code of Conduct and/or the parent or guardian fails to take responsibility for the conduct of the student or fails to cooperate with the Montessori School in efforts to correct the student's behavior.

The Principal may recommend expulsion to the Governing Board for a student who has repeated office referrals or for any single unlawful infraction. Parents and guardians of a student will be provided five (5) days' written notice [mailed to the address provided by the parents or guardian] of the date upon which the Governing Board will vote upon a recommendation to expel the student and will be provided an opportunity to speak to the Governing Board prior to the Board's vote.

Code of Student Conduct

The Code of Student Conduct shall include student discipline policies, Zero Tolerance Federal Gun Free School Zone Act, suspension criteria, procedures, appeal and due process as required by State and Federal laws.

The Code of Student Conduct for the Charter School shall comply with requirements of the Savannah/Chatham School District, State, and Federal laws. The Charter will adhere to State and Federal laws in so far as each student will be afforded "Due Process," e.g., notice and an opportunity to be heard.

The Charter School shall be responsible for all matters relating to student discipline, and all appeals concerning decisions made by the Charter School. The Board will not hear appeals from

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students or parent(s)/ guardian(s) of the Charter School regarding disciplinary matters. The Charter School shall follow State and Federal laws.

The Charter School agrees to implement and adhere to procedures for discipline of ESE students as outlined in administrative directives and comply with requirements for the Individuals with Disabilities Education Act.

Compliance with the Board's Section 504 policies and procedures specific to manifestation determination and discipline issues for students with active 504 Plans will be met.

The Charter School shall not have the authority to expel students from the District, but may, in accordance with the Charter School, parent contract and Code of Conduct and the terms of this Charter suspend or expel a student from the Charter School. The Board shall be notified in such event and the student shall be notified in such event and the student shall be subject to further discipline, or expulsion, as provided by Georgia law and Boards policies.

The Charter School agrees to maintain a safe learning environment at all times ensuring the health, safety, and welfare of all students attending.

The Charter School shall provide instruction to pupils in grades PreK through 5. The age range for students shall be 3 through 12. The schedule may change yearly as determined by student/parent/faculty input.

7. ATTENDANCE ZONE

The attendance zone for the Charter School shall be the City of Savannah and Chatham County.

8. ENROLLMENT AND ATTENDANCE INFORMATION

Criteria for Admission

1. The Charter School shall be open to students residing in the School District.
2. The Charter School shall not enroll any student who is under a current term of suspension or expulsion.
3. The Charter School shall project annually, the number of Full Time Equivalent (FTE) students and the Georgia Education Finance Program (GEFP) category that the Charter School will serve each year. Enrollment projections will be capped or limited based upon the availability of space of the Charter School in a grade level, classroom, facility, and location.
4. The Charter School shall publish advance notice of its enrollment period. During the established enrollment periods, the Charter School will accept applications from parent(s) or guardian(s) for enrollment of eligible students, according to the criteria set forth in this Charter.
5. Parents and guardians will execute a parent contract.
 - A. Pursuant to the preferences set forth above in Paragraph 7, the Charter School shall enroll any student (including students with disabilities) who resides in the designated attendance zone and who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level or building. In such case, all such applicants shall have an equal chance of being admitted through a random-selection process unless otherwise

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prohibited by law; provided, however, that the Charter School shall give enrollment preference to students who reside in the attendance zone pursuant to the preferences set forth above in Paragraph 7.

B. The rules and procedures concerning admission of students, including the process for the random selection, will be as follows:

(1) The Charter School will accept students into its program as provided in O.C.G.A. Section 20-2-2066. Applications will be given out during yearly open houses scheduled by the administrator and held at the school during school hours and in the evenings. During the open houses, the rigors and responsibilities of the program will be shared with applicants. Open houses will be advertised in the local newspaper and on the Charter School website. Flyers will be sent to each Savannah-Chatham County public elementary school to be distributed. Enrollment preference will be given to siblings of currently enrolled students, per Georgia charter law. Enrollment preference also will be given to students of teachers/staff at the Montessori School, per Chatham County policy.

(2) Should the number of applicants exceed the number of positions available, students will be selected during a public lottery held at the school. All applicants who have submitted a timely and complete application will have their names drawn and will be assigned numbers. Notification letters will be mailed to all applicants. As positions become available during the spring and summer, families will be contacted in order on the waiting list. The Principal, in consultation with the faculty and Governing Board, will annually establish the number of positions available at each grade level.

(3) Once admitted to the Charter School, students will not have to reapply for subsequent years and will be deemed to be admitted if the family is in compliance with the family contract. Siblings will be admitted without having to go through the lottery process if the family is in compliance with the family contract.

(4) The Charter School is committed to attracting a racially diverse student population reflective of the racial composition of our community. The Charter School will participate and cooperate with the Office of Communications & Community Engagement and Magnet Program Office of the School Board to be included in any county-wide advertising and marketing of special programs of choice.

(5) On the 10th day of each year, the Charter School will provide the School Board with the enrollment numbers and a list of students. Charter School will provide attendance data to the Board sufficient to meet state requirements and documents FTE counts.

(6) Each child signing up for the Montessori School will be required to complete the Safe Schools Registration Questionnaire. Any student signing up for the Montessori School who has been adjudicated guilty of a designated felony act or charged with or found guilty of crimes or offenses similar to those stated in O.C.G.A. Section 15-13-37 shall be referred to the District Placement Team for appropriate placement in accordance with Savannah/Chatham County School Board Policy 1009P-3 [Placement of Identified Students Who Have Been Convicted of a Designated Felony Act]. In the event a student attending the Charter School is guilty of a designated felony act or charged with or found guilty of crimes or offenses similar to those stated in O.C.G.A. Section 15-13-37, the student will be subject to the consequences in the Conduct Code of the Charter School attached hereto and will be referred to the District Placement Team.

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(7) The Charter School inputs student enrollment data into the SASI system operated by the Savannah/Chatham County Board of Education and will grant the Board of Education the right to enrollment data necessary for reporting purposes. The Charter School will provide FTE counts three times yearly to the district. The school obtains and maintains permanent records on all students, which are forwarded to the student's next school upon request.

Enrollment Procedures

- A. The Charter School will be subject to compliance with the entry, health examinations, and immunization requirements of State rules and regulations.
- B. The parent(s) or guardian(s) must complete and sign an application form which must include, but not be limited to, the following:
 - 1) The student's name, social security number, date of birth, place of birth, race, local and mailing address, telephone number, verification of birth, last school attended, Limited English Proficiency (LEP) information, health screening requests for vision, hearing, and fluoride;
 - 2) The parent's or guardian's name(s), local and mailing address, and telephone number; and
 - 3) Documentation of eligibility criteria as outlined in the Charter.
- C. The Charter School shall maintain all applications for enrollment.
- D. The Charter School may enroll students who meet the eligibility criteria under this Charter by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.
- E. The Board shall transfer a student's cumulative record, including all disciplinary records, to the Charter School upon enrollment. The Charter School shall comply with the Federal Educational Right to Privacy Act (FERPA).
- F. Students with disabilities who are enrolled in the Charter School shall be provided programs implemented in accordance with federal and state laws, local policies, and procedures.
- G. An Individual Education Plan (IEP) must be developed and implemented for every student identified and placed as a student with a disability covered by the Individuals with Disabilities Education Act (IDEA).
- H. The Charter School shall provide ESE services as documented on the IEP. In the case of a parent choosing a Charter School that cannot implement the student's IEP as presented, an IEP meeting must be convened before the student is enrolled in the Charter School. The IEP committee must review/revise the IEP and make determinations about the student's educational needs. The committee must clearly determine how the student's needs will be met at the Charter School.
- I. If it is determined by the IEP committee that the student has needs that cannot be met at the Charter School, the IEP committee will focus on the appropriate placement for the student.

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- J. The Board shall be responsible to ensure that the needs of ESE students are being met. Therefore, the District staff shall have access to view, review, copy, retrieve, request, and/or recover the ESE files at the Charter School upon request.

The Charter School shall report its student enrollment to the Board in accordance with the Board's policies and procedures. The Board shall include the Charter School's enrollment in the Board's report of student enrollment.

The Charter School will accept responsibility and will pay for delivering final projected FTE by program for the Charter School to the Director of School Support and Instructional Computing in the Division of Information Technology for the next year prior to October 15 of each year. The Charter School will accept responsibility for delivering actual FTE for each applicable FTE survey period in accordance with the Board's guidelines for FTE reporting.

The Board reserves the right to inspect the FTE records of the Charter School to ensure compliance with state reporting requirements. The Board may audit FTE and supporting documentation. Any discrepancies will be cause for adjustment to subsequent payments. Any loss of funds as a result of actual FTE/Financial or Program audit or findings of the State Auditor is the sole responsibility of the Charter School. Amounts lost, as determined by the Board's Chief Financial Officer or findings of the Auditor General, will be automatically deducted from the next payment.

9. NON-DISCRIMINATION

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 educational services. Furthermore, the Charter School shall not discriminate on any basis that would be illegal if used by a school system.

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10. STUDENT WITHDRAWAL

Student Transfers, Withdrawals, and Dismissals

A student may withdraw without penalty from the Charter School at any time and enroll in a local school in the Savannah/Chatham County School system, or in a school in the system in which the student resides, pursuant to the rules and regulations of that school system.

Parents/Guardians are the only persons authorized to withdraw a student from the Charter School. The student will be assigned to his/her area school in accordance with Board's student assignment policies.

The Charter School shall not refer students to a District-funded alternative education program.

11. SCHOOL EVALUATION PROCEDURES

The Charter School will annually survey its parents, students, faculty and staff and presents their findings in an Annual Report, which also includes information about governance, progress towards reaching goals, faculty and student turnover, program highlights and accomplishments, and all state-mandated assessment scores and state-mandated accountability indicators. The Annual Report will be distributed to local and state board of education members, and the Georgia Department of Education Office of Charter Compliance and is available in the media center to faculty, staff, parents, and the community.

12. TRANSPORTATION

The Board's transportation provider will provide transportation where feasible to Charter School students.

13. FOOD SERVICE

Food Service for the Charter School will be provided by the local board's food service program. The Charter School will provide documentation necessary to facilitate free or reduced lunch eligibility.

14. GOVERNANCE AND OPERATION

CEMCO will comply with the provisions of the Family Educational Rights and Privacy Act with respect to access to student records by parents and guardians. The Montessori School will not publish a student directory as defined in the Family Educational Rights and Privacy Act.

CEMCO will operate as a not-for-profit corporation. CEMCO shall furnish to the Savannah/Chatham Board of Education a copy of its articles of incorporation, by-laws, and amendments thereto.

A. CEMCO shall utilize a policymaking board, which shall be subject to the provisions of O.C.G.A. §50-14-1 et seq. (Open and Public Meetings) and O.C.G.A. §50-10-70 et seq. (Inspection of Public Records). The role, function, and composition of the board shall be as follows: The Montessori School will be governed by an seven (7) member Governing Board which will have complete responsibility for carrying out the terms of this Charter and for managing the school subject to the management and control of the Savannah/Chatham County School Board as provided in the Charter and in a manner consistent with the Constitution as stated in Section 3.

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The governing board of a Charter School is empowered within this charter and in conformance with law and the terms of this charter to determine the rules, and regulations needed for the effective operation and general improvement of the Charter School.

All of the directors are and will be residents of Savannah City and Chatham County, Georgia.

The names of the governing board members must be held current at all times and the Board shall be notified immediately of any changes.

The Charter School shall provide the parents in writing the names of the members of the governing board and a means in which they may be contacted.

The Charter School shall provide the parents in writing the process for placing an item on the agenda for the governing board meeting.

The Board is responsible for the carrying out the terms of this Charter and the creation of policies and guidelines necessary for the smooth operation of the school. The Board will vote upon whether to use the services of a management company. The Board will also provide reports annually to parents, guardians, the community, and Savannah/Chatham County Board of Education, indicating number of students and teachers by grade level and summarizing the school's progress in implementing the Improvement Plan.

The Board will be responsible for hiring and firing employees and the Savannah/Chatham Board of Education will provide fingerprinting, background checks, reference checks prior to approval.

The school and its Board shall be subject to the control and management of the Savannah/Chatham County Board of Education as provided in this charter and in a manner consistent with the Constitution.

For future election purposes after the start of the Charter School, Parent/Guardian Board members must obtain a majority vote of the parents and guardians present at an annual meeting of the Parent Teacher Organization and will serve a minimum two-year term.

Thereafter, parent/guardian board members will be elected in one of two ways:

- 1) By a majority vote of the parent/guardians present at a general PTO meeting called to elect new Board members.
- 2) By a majority vote of the existing Board members to fill vacancies of unexpired terms.

A Board member may be removed by majority vote of the other members of the Board of Directors.

The Board shall meet a minimum of six times per year. The Board shall decide by majority vote how many additional meetings are required to conduct the business of the Charter School. A schedule of the dates, times, and place of regular meetings will remain posted at the Charter School. When meetings not on the regular schedules are held, notice will be given, and will be posted at the Charter School not less than 24 hours before the meeting is held. The notice, which shall be posted in a conspicuous manner, shall include the following language: "This meeting is open to all members of the public under Georgia's Open Meetings Act".

B. With the start of the Charter School, CEMCO will include at least two parents or guardians of children enrolled in the Charter School and who is not employed by the school or the local

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school system. The Coastal Empire Governing Board will also have two or more community members with no students currently enrolled at the school.

The Articles of Incorporation were filed and approved in July 2005. The initial directors, as named in the Articles of Incorporation, include:

Dr. David K. Lerch, 3 Heathmuir Way, Savannah, GA 31411 (912) 598-0855
Mrs. Anne Monaghan, 17 Off Shore Road, Savannah, GA 31410 (912) 897-2666
Mrs. Ann Crowder, 1600 Walthour Road, Savannah, GA 31410, (912) 897-0618
Mr. Tripp Tollison - Treasurer, 329 E. 49th Street, Savannah GA 31405, (912) 231-2355
Mr. Charles F. McMillan, 117 Sugar Mill Drive, Savannah, GA 31419 (912) 920-3011
Mr. Sanford Jones, 318 E. 45th Street, Savannah GA 31405 (912) 231-0243
Mr. Ben Price, 29 Lake Heron Court West, Pooler, GA 31322 (912) 325-3500

During the first organizational meeting of the board of directors, the board elected the following slate of officers: Dr. David K. Lerch - President, Mrs. Anne Monaghan, Mrs. Ann Crowder - Secretary, and Mr. Tripp Tollison.

Conflict Resolution

It is agreed by both parties that every effort shall be made to resolve complaints, issues, or concerns by informal communications between the Board and Charter School.

CEMCO shall notify the Savannah/Chatham Board of Education, through its President, in writing the name of, mailing address, and telephone number of its contact person. Any change in this information shall be submitted in writing to the Savannah/Chatham Board in a timely fashion.

All disputes related to or arising out of this Charter, which the parties are unable to resolve informally, shall be resolved according to the Alternative Dispute Resolution Process.

Alternative Dispute Resolution Process

1. Disagreements and disputes relating to or arising out of this Charter School Charter that the parties are unable to resolve informally, may be resolved according to the following Dispute Resolution Process. It is anticipated that a continuing practice of open communication between the Savannah/Chatham Board of Education and the Charter School will prevent the need for implementing a conflict/dispute resolution procedure. The Dispute Resolution Process is as follows:

STEP 1: Informal discussion shall commence between representatives of CEMCO and the Savannah/Chatham Board regarding the particular issue(s) in question. If the matter is not resolved at Step 1, either party may elect to forward the issue(s) to the next step.

STEP 2: Written notice by the Savannah/Chatham Board or CEMCO outlining the nature of an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

STEP 3: A meeting between CEMCO and the Savannah/Chatham Board's representative to discuss the issue(s) and resolution of same, and any proposed modification or amendments to the terms and conditions of the Charter School Charter. If the

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matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

STEP 4: An item will be placed upon the agenda of the Savannah/Chatham Board's regular school board meeting to enable the Board to render a final decision regarding the issue(s) that are in dispute.

STEP 5: In the event the dispute is not resolved, the parties retain whichever rights to proceed pursuant to law.

K. The aforementioned process shall be equally applicable to both parties to this Charter in the event of a dispute.

Student Records

- A. CEMCO agrees that the Savannah/Chatham Board shall have access to review data sources, including collection and reporting procedures, to assist the Board in making a valid determination about the degree to which student performance requirements have been met.
- B. The Charter School shall utilize the records and grading procedures that are set forth in the Savannah/Chatham Board's current records and grading procedures. The Board will provide a copy of these procedures to the Charter School.
- C. The Charter School shall maintain both active and archival records for current/former students in accordance with federal and Georgia statutes and regulations.
- D. All permanent records of students leaving the Charter School whether by graduation, transfer to the public school system, or withdrawal to attend another school, shall be promptly transferred and delivered by the Charter School to the Savannah/Chatham Board of Education.
- E. Records of student progress will be promptly transferred and delivered to the appropriate school within the Board's school system or to another school system. The Charter School may retain copies of the departing student's academic records.
- F. An annual report from the Charter School shall be transmitted and delivered by the Charter School to the Board, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Board or other disposition, if appropriate). This report for the immediate preceding school year shall be transmitted and delivered to the Board each year prior to July 1.

Annual Progress Report

The Charter School shall make annual progress reports to the Savannah/Chatham Board of Education. The Charter School's Annual Progress Report shall be submitted to the Board no later than July 31 or the date set by the Department Education Office of Charter compliance of each year for the immediate preceding school year. The Annual Progress Report must be approved by the Charter School Governing Board prior to submitting to the Board.

The report shall contain at least the following items:

- 1) The Charter School's documented progress toward achieving each of the goals outlined in its charter.
- 2) The information required in the annual school report pursuant to Georgia statutes.

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- 3) Financial records of the Charter School, including revenues and expenditures.
- 4) Other elements required by law or desired by the Charter School.

Marketing and Recruitment Plan

- A. The Charter School may provide public information through open houses, direct mailings, and media.
- B. The Charter School shall respond to all legal requests for information about the Charter School, its programs, or status.
- C. The Charter School shall provide public records upon request. Such releases of public records shall not violate the confidentiality of student records protected by the Family Educational Right to Privacy Act (FERPA), and must conform to the requirements of Georgia statutes.
- D. The Charter School shall provide brochures to public school principals describing its program, which shall be distributed to rising 6th graders. No Charter School representative or employee shall visit a school site or distribute materials to school employees, students, or parents on the school site without obtaining permission from the school principal.

Describe the proposed staff qualifications, employee recruitment procedures, hiring practices, compensation, and employee evaluation procedures. If the petition proposes that students will be taught by individuals other than those certified by the Professional Standards Commission (i.e., non-certificated teachers), include such information here and generally describe the qualifications of such personnel.

15. PERSONNEL

The parties of this Charter School Charter agree that the Charter School shall select its own employees. The Charter School agrees that its employment practices shall be nonsectarian and that it shall not violate any provisions of federal or Georgia statutes. The Charter School agrees to develop and implement personnel practices and procedures that are consistent with state rules and statutes.

It is agreed that the Charter School shall not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certificate or license as an educator is suspended or revoked by this or any other state. The Charter School may not knowingly employ an individual who has resigned from any school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety.

CEMCO will not contract for the services of a for-profit entity to operate the school. However, it will seek assistance from qualified educational professionals from time to time to consult with the Principal and Board related to the management of the school and instructional program.

The Charter School shall hire Georgia certified teachers or provisionally certified teachers. For certification purposes only, the Charter School will follow requirements of State Board rules and Georgia statutes to verify evidence of competencies. Teachers and paraprofessionals shall meet the "highly qualified" standards of NCLB Act as the same may be in effect from time to time. In the event that a certified or provisional teacher is not available, a long-term substitute will be

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hired to assume the assigned duties and responsibility of an instructor. However, a long-term substitute will not serve more than 45 days before a certified teacher is employed.

Only Georgia certified instructional personnel shall be hired to teach special education students and limited English proficient students.

The Savannah/Chatham Board of Education shall assist the Charter School in processing certification applications. The Charter School shall have access to the applications for teaching positions on file at the District. When requested, the Savannah/Chatham School District Human Resource Department will work with Charter School staff to carry out the employee recruitment procedures subject to Board review. Positions will be publicized through the newspaper and other printed media as well as through radio and television ads. Additionally, job announcements will be disseminated in college/university offices and newspapers, at job fairs and by word-of-mouth.

Based on a review of resumes, the Charter School will select candidates who meet the criteria for the positions for interview with the Charter School Principal and selected staff after the selection for interviews, references and criminal background checks is conducted. Applicants that meet all of the requirements and also receive positive responses and background clearances will be offered positions by the principal. The benefits that will be offered for employees include life insurance, health care insurance, long-term disability, holiday pay, vacation pay, and personal days.

The employee evaluation process will be carried out to assess the effectiveness of employee's school job performances. Information gathered about work performance aids the Principal and Board of the Charter School in making personnel decisions related to such areas as training, compensation, promotion, job assignments, retention, and long-range planning for the schools. Evaluation of employees is intended to be participatory in nature, involving the employee's input as well as that of the Principal, thereby helping all personnel contribute to the betterment of the Charter School. The major factors evaluated during the formal performance reviews are the quality and quantity of employees work habits, interpersonal relationships, attendance, and adaptability to job conditions. Persons trained and/or certified to teach children special subjects or disciplines are hired to effect student learning and process. Hence, in addition to considering the above stated factors during their performance reviews, the employees must, also, be held accountable for student learning.

Fingerprints and Disclosure of Employees

Charter School employees, and contract employees shall be required to comply with the fingerprinting requirements of Georgia statutes and rules relating to criminal background checks.

The Charter School will require all of its employees to be fingerprinted by the Board's School Police Department as may be required by law or Board policy.

The Charter School agrees that a prospective or current employee may be disqualified or may be terminated from continued employment if the prospective or current employee has been convicted of a crime classified as a felony or first degree misdemeanor directly related to the position of employment sought or convicted of a crime involving moral turpitude.

The Charter School agrees to disclose to the parents of its students the qualifications of instructional personnel hired by the Charter School.

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A. Teachers will be recruited by advertising positions on the Savannah/Chatham County Board of Education website and in local and regional newspapers and magazines. The most qualified applicants will be interviewed by the Principal, who will make recommendations to the personnel committee. Teachers will be hired based upon their demonstrated skill and ability in teaching adolescents and their academic credentials, which include elementary (i) certification from the State of Georgia, (ii) Montessori certification or willingness to be certified, and (iii) a demonstrated subject matter expertise and practical ability to instruct elementary school students in all subject disciplines. All employees must be approved by CEMCO and the Savannah Chatham/County Board of Education.

B. Faculty, staff, and persons who perform services for the Charter School shall be employed by a contract among CEMCO, the Savannah/Chatham County School Board, and the individual, subject only to such terms and conditions as established by CEMCO, including but not limited to the terms of the Charter School's Charter, CEMCO's personnel policy, and contracts between the employees and the Charter School and of the following Savannah/Chatham County School Board Personnel Policies as those policies existed on February 15, 2006, and modified as follows:

| | |
|----------------|--|
| GAG | Conflict of Interest |
| GBRA,GCRA,GDRA | Health Examinations |
| GA,GB | Security Information |
| GAM | Financial Obligations |
| GAL | Deductions from Pay |
| GBQ,GCQ,GDQ | Retirement |
| GBRIA | Jury Duty and Subpoena as a Witness |
| GBRIB | Accumulation of Sick Leave |
| GBRI,GCRG,GDRH | Temporary Disability Leave |
| GBRI,GCRG,GDRH | Extended Leave of Absence |
| GBRI,GCRG,GDRH | Short-term Leave of Absence |
| GBRI,GCRG,GDRH | Family and Medical Leave |
| GDRHG,GCRGG | |
| EGAA | Accident Insurance |
| GBRK,GCRH | Vacation Schedule for 12 Month Employees |
| GAMA | Drug-Free Workplace |

Any requirements involving notice to or permission from the Human Resources Department, its director or the Superintendent shall be satisfied by a Charter School employee's notice to or permission obtained from the Administrator of the Charter School. Unless specifically listed above, the terms of the Charter School's Charter, the contract among the employee, the School Board and CEMCO and the Charter School's Personnel Policy supersede all other policies of the Savannah/Chatham County School Board. The Charter School shall have and maintain a policy that prohibits unlawful discrimination or harassment, provides a process for investigation and resolution of complaints, and provides for appropriate discipline, including termination for improper discrimination or harassment. Unless specifically listed in the Charter, the Charter School is exempted from all state and local rules, regulations, policies, and procedures in accordance with O.C.G.A. Section 20-2-2060 et. seq.

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C. Through contracts with employees and its personnel policy, the Charter School shall establish the terms of employment of the school including, but not limited to, hiring, hours of employment, duration of employment, termination of employment, training and disciplinary action. The terms and provisions of such contract form shall be subject to approval by the Board and may be amended from time to time by agreement of the Charter School and the Board. The contract form shall expressly provide the following:

(1) That each employee acknowledges that he/she is an at-will employee, subject to termination with or without cause and that the Fair Dismissal Act, O. C. G. A. §20-2-940, et seq, is not applicable to the employee's employment with the Charter School;

(2) That employment at the Charter School shall not constitute any basis for tenure under any laws of the State of Georgia,

(3) That employees shall be employed upon recommendation of CEMCO to the Savannah/Chatham Board of Education without recommendation by the Superintendent. The Board of Education shall approve or deny this recommendation based upon the Charter School's compliance with the terms of this Charter and The Charter School Act of 1998 in selecting employees, shall not attempt to amend or interfere with this Charter by denying approval and shall not unreasonably withhold approval of employees recommended by the Coastal Empire Montessori Charter School. CEMCO and the School Board agree to submit to mediation within fourteen (14) days of a School Board vote denying approval of an employee or employees. CEMCO and School Board will agree upon the mediator(s), the time and location.

(4) Upon termination by the Charter School, any such employee may apply for employment at the Savannah/Chatham Board of Education on terms and conditions then available to others applying to the Board in general. That is, employees of the Montessori School, upon ceasing employment at the Charter School, shall not be entitled to preference in employment by the Board.

(5) If employed by the Savannah/Chatham Board, years of service at the Charter School will be recognized for salary purposes; and

(6) Salary paid by Charter School shall not necessarily be based upon State salary schedules, but shall be based upon terms and conditions as agreed upon between the Charter School and the prospective employee. Terms and conditions of such employment may contain additional provisions as agreed to by CEMCO and the Board.

(7) Each employee acknowledges that, upon the default of the Charter School and any term and provision of its employment agreement with the employee, that the Board shall not be liable for any unpaid amounts.

D. To the extent elected in writing by CEMCO, the employees who serve at the Charter School shall be eligible to participate in such programs and benefits as are made available to persons employed by the School Board in like positions in the Savannah/Chatham County School System, including, but not limited to, health insurance, disability or accident insurance, sick leave, vacation benefits, and retirement programs. Unless otherwise agreed upon in writing, all benefit programs will be handled and administered by the Savannah/Chatham School Board's Human Resources Department. The Savannah/Chatham School Board will provide to the Charter School all information, policies, procedures or manuals pertaining to those benefits or provided to other School Board employees to be distributed to the Coastal Empire Montessori School's faculty and staff regarding any and all benefits available. As employees of the Savan-

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nah/Chatham County School Board, employees will be entitled to sovereign immunity protection and coverage under any intergovernmental risk management or self-insurance fund, which is available to or provided to any other employees of Savannah/Chatham County School Board.

E. All employees at the Charter School must be members of the Georgia Teachers' Retirement Program and subject to its requirements.

F. All employees of the Charter School shall be entitled to the limitations on liability provided by Georgia law for public school teachers and public employees including, without limitation, O. C. G. A. §§20-2-1000 and 20-2-1001.

G. All faculty, staff or persons who perform services for the Charter School shall serve at the Charter School at the will of CEMCO and shall be employed in accordance with such terms and conditions as are contained in the Charter School's Personnel Policy, the Charter School's charter, or agreed to between CEMCO and each of such employees by written contract. Continued employment at the Charter School is subject to the continued need for services and satisfactory performance and conduct, all as determined by CEMCO. Employment at the Charter School will be "at will" and subject to termination at any time by either the employee or the Governing Board with or without cause with the notice period stated in the employment contract. Any provisions of the Charter inconsistent with these provisions shall be deemed amended or modified. Immediate discharge is generally observed for offenses, which violate trust or simply cannot be tolerated, i.e., offenses of which the following are examples:

- (1) Use of drugs or alcohol on campus
- (2) Conviction of a felony crime
- (3) Theft of any property
- (4) Willful destruction of school property
- (5) Reporting to work under the influence of any alcoholic or illegal narcotic
- (6) Possession of firearms or other illegal weapons on school premises
- (7) Deliberately making or using false records, material requisitions, passes, etc.

H. Faculty and staff whose behavior and conduct are deemed to be detrimental to the Charter School's character curriculum will not be retained at the school. Every employee serving at the Charter School shall enter into a contract with CEMCO which shall provide that the employee has waived any present due process rights in connection with termination other than those rights provided by their contract with the Charter School or provided in Charter School's personnel policy.

I. Upon an employee's termination, resignation, or non-renewal from the Charter School, CEMCO shall immediately notify the School Board of the employee's change in employment, and the conditions resulting in termination, non-renewal, or resignation.

J. The Principal will be responsible for the supervision and evaluation of the Coastal Empire Montessori School's teaching staff on an annual basis. Teachers and staff members are at-will employees with one-year contracts. Teachers will be annually evaluated by the administration using criteria that may include a teacher portfolio, classroom observation, academic achievement, and student/parent feedback. Teachers and staff receiving a positive evaluation will be notified in April if their contracts will be renewed.

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K. CEMCO will be responsible for evaluating the performance of the school principal on an annual basis.

L. *Payroll*: Employees will be paid by the Savannah/Chatham County School Board in accordance with the salary established by contract between CEMCO and each employee. CEMCO shall notify the School Board by July 1 of each year of the salary of each employee serving at the Charter School during the upcoming school year. The Board may withhold payment of salary to an employee serving at the Charter School (a) when the Charter School is in default of its obligations under this Charter, (b) upon proper legal process, or (c) upon written notice and authorization from CEMCO. ”

M. *Benefits*: Employees shall be entitled to receive all benefits received by persons employed by the Savannah/Chatham School Board in like positions. Unless otherwise agreed in writing, all benefit programs will be handled and administered by the Savannah/Chatham School Board's Human Resources Department. The School Board will provide to the Charter School all information, policies, procedures or manuals provided to other School Board employees to be distributed to the Charter School's faculty and staff regarding any and all benefits available.

N. *Equal Opportunity Employer*: It is CEMCO's policy to afford equal opportunity to all qualified faculty and staff and applicants for employment without regard to race, color, sex, religion, age or national origin, other than to the extent that sex or age is legally a necessary bona fide occupational qualification. CEMCO shall have an effective policy preventing harassment and shall provide training as to its policy for harassment of employees and students. Any claims of harassment shall be promptly addressed.

O. The faculty and staff of the Charter School will be required to participate annually in a pre-planning orientation and planning session dedicated to staff development, planning, and preparation to teach young adolescents.

P. The faculty and staff of the Charter School will be required to participate in continuing training focused upon the Montessori method of teaching. Each teacher is required to fulfill the requirement of the Southern Association of Colleges and Schools to earn at least six (6) semester hours of college credit or the equivalency during each five (5) year period of employment. The Principal must approve all seminars, workshops, and conferences.

Q. The Savannah/Chatham School Board will inform the Coastal Empire Montessori School of any continuing education opportunities or instructional services made available to other elementary schools and the Coastal Empire Montessori School may elect to participate in those opportunities or services. The Charter School will bear the cost in the same manner and amount as is required of other elementary schools or their staff.

R. The Principal will be a nonvoting, ex-officio participant at CEMCO meetings. The Principal will be empowered to make daily instructional, management, and budgetary decisions as defined by the Principal's contract and job description.

S. Teachers and the Principal will have the privilege of evaluating the academic program on an annual basis.

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T. CEMCO will use due diligence in awarding contracts to all vendors and companies to ensure that instructional and financial ability are in place and that the expected benefits will accrue to the school and its students-

16. FACILITY

CEMCO will secure Charter School facilities that will comply with the Georgia Building Code, the Georgia Fire Prevention Code, and the National Flood Insurance Program.

CEMCO is currently negotiating for a gift of 10 acres of land that will be donated for the use as a charter school. The location for the property is part of the former Rahn Dairy Tract also known as the Rockingham Farm Tract that abuts the Veterans Parkway and Old Buckhalter Road. The school facility will be constructed on this site or one that is similar.

A classroom building will be constructed to facilitate a student body of 300 elementary school students. The building will consist of approximately 24,000 square feet with over 16 classrooms with large windows, and two offices. A music lab will be located on the main floor, along with multiple classrooms and offices. The main floor will house a 300-seat cafetorium sufficient enough to hold a variety of events, serve meals to students, with ample parking available on the property. There will also be a food preparation area adjacent to the cafetorium with access to outdoor accommodations, including tables. A library will also be located on the main floor, which is being updated as the school adds students.

The second floor will be equipped with several classrooms, with large windows, a science lab, a computer lab and one office. The teachers will be provided prep areas, a lounge in their own restroom facilities on the second floor as well.

A pavilion is also available on the property to accommodate outdoor events.

The Charter School will be responsible for the initiation and provision of inspections and an occupational license as required.

The land and facilities will be owned by CEMCO. In the event the Charter School is dissolved or is otherwise terminated, all of CEMCO's property and improvements, furnishings and equipment purchased with public funds shall be peacefully and promptly delivered to the Savannah/Chatham Board and shall automatically revert to full ownership by the Savannah/Chatham Board of Education.

Any property and improvements, furnishings, and equipment purchased from other funding sources which have not been reimbursed by public funds shall be the property of the Charter School should the Charter School Charter terminate or not be renewed. However, ownership of an asset will revert to Savannah/Chatham Board in the event of termination or non-renewal of the Charter School Charter if the Charter School's accounting records fail to clearly establish whether a particular asset was purchased with public funds from another source.

Any assets existing at the time of termination or non-renewal of this Charter School Charter that have been funded by both funds described in this Charter, shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through this Charter School Charter. The financial and auditing personnel and staff of the Savannah/Chatham Board and the Charter School shall cooperate in and coordinate the proper identification and sources of funding for the property and im-

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provements, furnishings, and equipment purchased for the Charter School and the appropriate record keeping of same, during the term hereof or any extensions of this Charter School Charter.

CEMCO shall advise the Board of its plan or intention to relocate the Charter School. The Charter School must keep the Savannah/Chatham Board apprised at all times of the location of the students attending the Charter School. The Charter School will notify the Savannah/Chatham Board and advise of the proposed new location and present official verification of the issuance of an occupational license and any other documentation required to operate the Charter School in the new location at least one hundred and twenty days before the first day of classes.

No later than 60 days prior to the proposed opening date of the school, CEMCO shall provide certification that the facility is in compliance with all building code standards and regulations and fire, safety, environmental and accessibility requirements.

CEMCO will allow Board staff to inspect the facility prior to the school opening and throughout the term of the charter. Failure to submit the required certification at least 60 days prior to the proposed opening date of the school will result in the delays of the school's opening until the following year.

All construction and renovation projects undertaken prior to the opening of the school or during the term of the charter will be carried out by experienced and appropriately licensed and insured construction professionals who will perform all work in accordance with the construction specifications, drawings and other documents, as directed by the design professional. CEMCO will contract directly with and pay for the services of appropriate design professionals, i.e. architects registered in the State of Georgia and experienced in school design, engineers registered in the State of Georgia and experienced in their respective disciplines, and experienced and appropriately licensed and insured construction professionals to:

1. Prepare schematic designs and complete construction documents meeting all applicable codes and the requirements of all applicable code-enforcing agencies having jurisdiction over the project;
2. Obtain full permits for land disturbance, erosion and sediment control, traffic control measures, civil, structural, mechanical, plumbing, electrical, mechanical and fire protection, etc., as required by the scope of work necessary to obtain from the appropriate jurisdiction a valid Certificate of Occupancy for the intended educational use; and
3. Provide full "contract administration services," i.e., oversight of the construction project from conceptual design through issuance of the final Certificate of Occupancy.

Copies of deeds, leases, construction contracts, drawings and other documents relating to the facility must be provided to the School System within 5 business days of final execution.

CEMCO realizes that in light of the Board construction program, the Board has determined that it is not feasible at the present time to include start-up charter schools in its building program or to provide start-up charter schools with a facility, land for a facility, or funding for a facility.

Charter School is envisioned as a place of learning, free to unnecessary distractions. To that end, the school will exercise a maintenance process. The process will include the following:

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1. The school's Business Manager will be responsible for understanding State and County regulations and for managing the maintenance process, ensuring that paid staff, service companies, parents and students work collaboratively to keep the Charter School clean and in good working condition.
2. One fulltime custodian will be on the school's payroll. This person will be responsible for maintaining the general cleanliness of the school and for minor repair work.
3. The school will also contract-out with a professional cleaning company to thoroughly disinfect and clean the school on a nightly basis.
4. The school will encourage parents to participate in school-wide cleanups or beautification events.
5. Students, as part of their stewardship goals, will take responsibility for maintaining their classroom and school environment. They will not be asked to perform functions more appropriate for adults and professionals, yet they will work collaboratively in keeping things tidy and neat. They may also participate in flower plantings and other meaningful chores.
6. CEMCO shall audit and evaluate the condition of the school on a periodic basis.

17. FINANCIAL POLICIES, PROCEDURES AND CONTROLS

Internal Financial Controls and Audit Process

- A. In order to provide comparable financial information, the Charter School shall maintain all financial records
- B. The Charter School shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. A copy of these policies shall be provided upon written request. The Charter School will provide to the Board quarterly a statement of income and expenses, and shall notify the Board immediately of any default in any financial obligation.
- C. The Savannah/Chatham Board of Education has the right to review and audit, upon request, all financial records of the Charter School to ensure fiscal accountability and sound financial management. The Charter School further agrees to provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan, which shall be prepared and submitted within thirty (30) days from the date of the management letter. The purchase of goods and services by the Charter School shall not violate any conflict of interest provision and conflicts of interest between members of the Board and the school shall be declared prior to any action.
- D. If a dispute or conflict relating to any financial or compliance audit of the Charter School should arise, both parties, jointly, may request in writing technical assistance from the Georgia Department of Education.
- E. The Charter School shall obtain the services of a bookkeeper to assist in compiling and maintaining financial records, reconciling bank statements, preparing financial reports, and obtaining an annual audit.

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Provide for financial policies and procedures proposed to be followed (1) by the Charter School to assure sound fiscal management and (2) by the local or state board to assure a predictable flow of funds to the Charter School.

A. The Charter School will be included in audits paid for by the Savannah/Chatham Board of Education and may also elect to have an independent audit performed, to be paid for by the Coastal Empire Montessori Charter School.

B. The Charter School retains the right to purchase goods and services through the contracts in effect with the Savannah/Chatham School Board and its vendors. The Coastal Empire Montessori School also reserves the right to obtain competitive bids and services when it is in the best interest of the Montessori School to do so, and to enter into purchasing contracts in substitution for or beyond those in place with the Savannah/Chatham School Board.

C. Unless purchased under an existing School Board contract, contractual services and purchase of supplies, material, and equipment shall be procured through a system of competitive bidding for expenditures or purchases valued at greater than \$5,000.00.

D. Services to the Savannah/Chatham School Board available at low, reduced, or no cost will be made available to the Coastal Empire Montessori School, and the Savannah/Chatham School Board will disseminate information about such goods or services to the Coastal Empire Montessori School.

E. Payments that are authorized by the Charter School to be made through the School District will be deducted from payments otherwise due the Charter School.

F. Disbursements from the Charter School account will require the signature of two of the following: the Principal, CEMCO's president, vice-president of finance, or the president-elect. The Coastal Empire Montessori Charter School reserves the right to re-allocate funds from one line item to another if purchasing practices or conservation result in expenditures more or less than that budgeted. The Charter School agrees to maintain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School Board in accordance with the Savannah/Chatham County School Board's auditing policies and procedures. The Charter School agrees to participate in the annual auditing process by the School Board and reserves the right to engage and participate in an independent, outside audit by a certified public accountant of its financial and administrative operations if the Governing Board deems it necessary. The results of any audit shall be shared between the School Board and the Governing Board in written form within the statutory time limits required of the School Board and shall be published and posted as required by law. Any cost associated with the School Board's audit will be borne by the School Board. Any cost associated with an independent audit authorized by CEMCO will be borne by the Charter School. The School Board will provide necessary accounting codes and forms to facilitate checks for payroll and all other disbursements, if so requested. The Coastal Empire Montessori School will maintain a comparison of actual expenditures to budgeted expenses.

G. To the extent provided to other schools in the School System and to the extent elected by CEMCO, the School System will provide assistance to the Charter School in the areas of finance, budgeting, insurance, legal issues and administrative and instructional in-service and workshops to help ensure the most economical and sensible decision making process in the utilization of the Charter School's budget funds.

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H. Fiscal management of CEMCO will be in accordance with sound business practices and the highest ethical standards. CEMCO applied to IRS (Internal Revenue Service) for non-profit 501(c)(3) status. As such, the school is required to submit regular reports regarding its operations and finances, including a full annual audit.

CEMCO will utilize generally accepted accounting practices consistent with those used by well-run public and private schools. Bank accounts will be set-up to ensure smooth operation of the business of the school and to enable the Principal to provide the necessary resources for quality instruction. A qualified Business Manager will be employed to implement the fiscal policies and to manage the accounting records using a commercial fund accounting software program. Financial policies and procedures shall include but not be limited to the following:

- CEMCO will provide the School System with a monthly financial report, in a format acceptable to the School System and to the Georgia Department of Education within 15 days after the end of each month
- CEMCO shall provide an annual audit of its financial position to its Board and the Georgia Department of Education.

CEMCO is entitled to all eligible categorical funding based on student enrollment including, but not limited to, Special Education, Title 1A, Title II, Title III, Title V, Title 9B, and Gifted/Talented. Appropriate crime/fidelity bonds will be purchased covering those with fiduciary duties, including, but not limited to the Administrators and Governing Board members. The amount of the bond will be not less than \$100,000 per annum, for the duration of the charter.

In addition, to previously mentioned financial policies and procedures, CEMCO will meet the following financial requirements:

1. The Charter School will provide the School System with a monthly financial report, in a format acceptable to the School System.
2. Any surplus funds remaining at the close of one fiscal year will be used to enhance the Charter School's academic program the following year.
3. Any deficit occurring or at the end of a fiscal year will be eliminated by infusion of funds from the petitioner or, if the Charter School has not eliminated the deficit by the end of the fiscal year, the school must provide a plan for eliminating the deficit within the next fiscal year. [No School System funds will be allocated to the Charter School for the next fiscal year until the superintendent or designee approves such plan.]
4. The Charter School will be solely responsible for all debts it incurs and contracts it makes.
5. The board of the Charter School will notify the School System immediately if the Charter School is contemplating the cession of operations.
6. If the Charter School ceases operations for any reason, the Charter School and its governing board will be responsible for appropriately safeguarding and distributing the school's assets and finalizing the school's business and affairs.
7. All assets unencumbered funds remaining when the Charter School ceases operations will revert to the Board (for local funds) or the Office of Treasury and Fiscal Services (for state and federal funds) as soon as the Charter School has wound up its affairs.

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8. If the Charter School does not have sufficient funds to pay all of its bills at the time it ceases operation, the School System will not be responsible for the Charter School's unpaid bills.

9. The Charter School will be audited annually by an independent certified public accounting firm according to the same guidelines applicable to public school systems in Georgia. Copies of the report will be submitted to the Board within 180 days of the Charter School's fiscal year.

10. The School System's Internal Audit Department will be permitted to audit the Charter School annually or at such intervals, as the School System deems appropriate.

18. BUDGET

The Charter School shall operate according to a budget similar to the 2006-2007 budget attached hereto. The budget will be revised yearly based on per-pupil funding and enrollment and will be provided to the School Board.

19. THE ANNUAL FUNDING AMOUNT AND PER-PUPIL ALLOCATION

A. The Charter School's per-pupil funding will be calculated using:

- (1) State staffing allocations with standards cost amounts provided by the local BOE
- (2) Other salaries
- (3) Fringe benefits
- (4) Utilities
- (5) Supplies
- (6) Books
- (7) Equipment
- (8) Purchased Services

B. In addition to per-pupil funding, the Charter School is eligible to receive additional funding, as may be appropriate for the services provided, for Exceptional Child Education gifted/search students (ECE), technology lottery funds, professional development funds and federal and state grants (i.e. After-school Reading Program funds and instructional extension dollars). The per-student funding provided to the Coastal Empire Montessori School shall include all costs associated with the operation of the school site except facilities maintenance, transportation and food service. To the extent the School Board makes payments directly, for example to employees, for food or transportation, the amounts of such payments shall be deducted from the per-student allotment. Federal Grant funds [Title 1, Title VI, and Title VIB] will be allocated based on the site's eligibility for such funds consistent with the allocation methods used for other elementary schools. In the event of a State OBE program or funding elimination (for programs), the site funding will be reduced in an amount proportional to their FTE enrollment. The board does not guarantee any pre k funding will be available for any pre k students.

C. On or before April first of each year of the Charter, the Savannah/Chatham County School Board and the Charter School will begin negotiations concerning funding for the ensuing fiscal year in order that the amounts may be determined in conjunction with the School Board's and the Coastal Empire Montessori School's budget development and adoption process. The amount of funding or revenue provided to the Charter School from the School Board shall be in accordance with O.C.G.A. Section 20-2-2068.1 and in an amount per pupil which is no less favorable than the revenue received per pupil attending any and all other local elementary schools in the Savan-

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nah/Chatham County District, multiplied by the number of students enrolled in the Coastal Empire Montessori School.

D. On the 10th day of class each school year, the Charter School's attendance will determine the final calculation for per-student funding for the year. If the number of students exceeds the number provided for the July 1 payment, the board will pay the Charter School for those additional students. If the number of students is less than the number provided to the board on July 1, the Charter School will make a payment to the Board of Education for those students.

20. PAYMENT

- A. As long as the Charter School is not in material breach of the charter, public funding will be made available to the Charter School in installments consistent with the fiscal year commencing on July 1. That portion of the monthly employees' salaries, benefits, and other deductions shall be deducted from the School Board's payments to the Charter School. The School Board shall notify the Charter School in writing prior to making any other deductions from the monthly revenue to be paid to the Charter School under this provision.
- B. In any program or services provided by the School Board which are funded by federal funds and for which federal dollars follow the eligible student, the School Board agrees, upon adequate documentation from the Charter School, to provide the Charter School with the federal funds received by the School Board if the same level of service is provided by the Charter School, including Title I funding, provided that federal law or regulation does not prohibit this transfer of funds. Charter schools, which receive Title I funds are required to submit a Title I Plan. The appropriate department must approve the Title I Plan. Failure to submit an approved Title I Plan could result in the withholding of monies until a suitable plan is approved.
- C. The School Board will provide to the Charter School any and all available information relevant to changes in the School Board's funding that may impact the Charter School's funding.

The Charter School shall have the option to operate a summer Charter School for qualified students and receive any state funding that may be available for that purpose.

If the Charter School submits data relevant to FTE funding that is later determined through audit procedures to be inaccurate, the Charter School shall be responsible for any reimbursement to the School Board for any errors or omissions. Should the School Board receive notice of an FTE funding adjustment, which is attributable to error or substantial noncompliance by the Charter School, the School Board shall deduct such assessed amount from the next available payment otherwise due the Charter School. In the event that the assessment is charged near the end or after the term of the Charter School Agreement where no further payments are due the charter, the School Board shall provide prompt notice to the Charter School and request reimbursement within thirty (30) days.

This Charter School charter will be adjusted to reflect any changes in future legislation that may affect charter schools, including but not limited to, funding allocations.

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21. TUITION AND FEES

The Charter School shall not charge tuition or fees to any student except as may be authorized for local boards by O.C.G.A. §20-2-133. Reasonable fees may be charged for after-school programs or summer school.

22. OUTSIDE FUNDING

The Charter School may accept charitable donations on behalf of the Charter School. Such charitable donations shall not change the financial obligations discussed in Paragraphs 19 and 20 above.

The Charter School may secure funding from private foundations and/or corporations.

The Charter School may submit applications and secure funding for any Request for Proposal issued by a federal, state, or local public agency.

23. PURCHASE AGREEMENT

The Savannah/Chatham Board and CEMCO may enter into a purchase agreement or agreements providing for the purchase by the Charter School from the Local Board of certain goods, services, and materials in connection with the operation of the Charter School.

The Charter School shall have access to the Savannah/Chatham County School District Instructional Materials Procedures. The School Board's procedures will apply for ordering/accountability if the Charter School chooses to purchase through the District Instructional Materials Department. Off-adoption materials are available at no cost on a limited basis the same as other items that are district surplus.

The Charter School shall have access to the Savannah/Chatham Board's buying power by accessing purchasing contracts with various outside vendors including state contracts. This would include any educational discounts offered by outside vendors. The Charter School and the vendor must agree to the credit terms of such purchases.

OPERATIONS

Method of Providing for Safety of Students and Employees in Case of Health Hazard, Fire, Natural Disaster, or Emergency.

1. The safety of students and employees shall be a prime responsibility of the Charter School.
2. The Charter School shall develop a safety and emergency procedures plan for each facility and classroom. Safety and emergency procedures shall be posted in all charter school facilities.
3. The Charter School will arrange for all teachers and staff to receive in-service training on approved safety and emergency procedures.
4. The Charter School shall hold and document emergency evacuation drills at least ten (10) times per year with at least two (2) drills within the first ten (10) days of school. Such drills shall include preparations for fire, natural disaster, health hazard and other emergencies.
5. In the event of a fire, students and employees shall be evacuated from the building. Students and employees shall be evacuated to assigned locations at least five hundred (500) feet from the building. The fire department and police shall be notified. The Charter School adminis-

Coastal Empire Montessori Community Organization

trators shall notify students and employees when and if it is safe to return to the building. Parents shall be notified as soon as possible.

6. In the event of a natural disaster, portable buildings shall be evacuated and students and employees moved to a permanent building.
7. Parents shall be notified of the location and advised as to when their child may be transported to their residence or when parents could arrange for transportation of the student.
8. In the event of a health hazard, the county health department shall be notified.
9. In all emergency situations, Charter School officials shall take all precautions necessary to protect the health and safety of the students and other employees.
10. The Charter School shall comply with all applicable Federal, State and Local laws, rules and codes pertaining to this section.

24. MAINTENANCE OF CORPORATE STATUS AND GOOD STANDING

A. The Charter School is organized and will be operated as a nonprofit corporation under the laws of Georgia. The Charter School shall at all times maintain itself as a Georgia not-for-profit corporation capable of exercising the functions of the Charter School under the laws of the State of Georgia, shall remain in good standing under the laws of the State of Georgia, and shall timely make all required filings with the Georgia Secretary of State. The Charter School's Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit, its By-laws and amendments or modification thereto are attached hereto. A list of current board members of the nonprofit corporation and the name of a primary contact for the petitioner are attached hereto.

B. Furthermore, the Charter School shall provide evidence that it is recognized as an organization exempt from Federal income taxation under 501(c)(3) of the Internal Revenue Code. Such evidence is attached hereto.

C. CEMCO shall notify the Board immediately, in writing of any default in its financial obligation to any lender, threatened loss of 501(c)(3) status, or any levy or charge upon the property or accounts of the Charter School.

25. WAIVER REQUESTS

Pursuant to O.C.G.A. §20-2-2063 and Georgia State Board of Education Rule 1 60-4-9-.04, the Charter School shall be waived from state and local rule' regulations, policies and procedures and/or provisions of Title 20 of the Official Code of Georgia, other than the provisions of the Charter School Act of 1998. Nothing in any other provision contained herein should be interpreted to mean that the Charter School is waived from the accountability provisions of O.C.G.A. 520-14-30 through § 20-14-41.

26. COMPLIANCE WITH LAWS AND REGULATIONS

The Charter School shall comply with all federal, state and local rules, regulations, court orders, and statutes relating to civil rights; insurance; the protection of the physical health and safety of school students, employees, and visitors; conflicting interest transactions; and the prevention of unlawful conduct. Furthermore, the Charter School shall be subject to all laws relating to unlaw-

Coastal Empire Montessori Community Organization

ful conduct in or near a public school; the provisions of Part 3 of Article 2 of Charter 14 of this title; and all reporting requirement of O.C.G.A. §20-2-320.

27. 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.

- a) The school and its contents will be insured by CEMCO. CEMCO also will carry liability insurance.
- b) 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:
- c) The insurance coverage levels shall be as follows:

| | |
|----------------------------------|--------------------------|
| General Liability | \$2,000,000 |
| Directors and Officers Liability | \$1,000,000 |
| Property Insurance | 100% of replacement cost |
| Auto Liability Insurance | \$1,000,000 |
| Workers Compensation | As required by law |
| Theft | \$500,000 |

The Charter School shall name the Savannah/Chatham County School Board as an additional insured on all policies at insurance maintained by it. Additionally, the Charter School, shall maintain errors and omissions coverage for the protection of its staff, employees and Board.

28. INDEMNIFICATION

A. The Charter School shall indemnify and save and hold the Local Board and the State Board, their partners, employees, officers, directors, subcontractors and agents (collectively referred to as "Board Indemnities") 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 or 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 and/or State Board, the Charter School shall defend the Local Board and/or State Board in any such action or proceedings brought thereon.

B. Each party shall give prompt written notice to the other 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.

C. 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.

D. 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.

Coastal Empire Montessori Community Organization

E. 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.

F. 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 Indemnities or from any act or omission of the Charter School required by law or this Agreement.

G. Nothing herein shall waive the right of Board Indemnities or Charter School employees and board members to assert any statutory or legal defense of sovereign immunity or official immunity.

H. 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.

29. DISCLAIMER OF LIABILITY

The parties expressly acknowledge that the Charter School is not acting as the agent of the Local Board or except as required by law or this Agreement, and neither the Local Board assumes any 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.

30. AMENDMENTS AND MISCELLANEOUS

This Agreement may be amended upon the approval of the Local board, and a majority of the policy-making body of the Charter School and upon fulfilling any other obligation as set forth in the Charter School Act of 1998.

- A. The headings in the Charter are for convenience and reference only and in no way define, limit, or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.
- B. Neither party shall be in default of this Charter if the performance of any part or all of this Charter is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. This Charter and the Exhibits hereto shall constitute the full, entire, and complete agreement between the parties. All prior representations, understandings, and agreements are superseded and replaced by this Charter. Except as any Georgia or United States Statute may change the obligations of either the Charter School or the Board, this Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any substantial amendment to this Charter shall require written approval of the Board.
- D. Duly authorized representatives of the Savannah/Chatham Board shall have the right to visit the Charter School, including all classrooms, labs, and school events, with or without prior notice to the Charter School.

Coastal Empire Montessori Community Organization

- E. No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.
- F. All representations and warranties made herein shall survive termination of this Charter.
- G. This Charter may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute the Charter.
- H. Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.
- I. The terms of the Charter as sent by the Savannah/Chatham Board to the Charter School for completion and execution shall have control over any amendment made by the Charter School without the specific written consent of the Board to the amendment.
- J. If any provision or part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect.
- K. This Charter is not intended to create any rights of a third-party beneficiary.
- L. This Charter is made and entered into the State of Georgia and shall be interpreted according to the laws of that state. The Charter School shall adhere to any additional requirements applicable to Charter School under state law or as mandated by the Georgia Department of Education or any other agencies regulating the Charter School.
- M. Except as otherwise provided herein, the Charter School shall be exempt from all statute and rules applicable to the School Board, except those specified by Georgia statute. The Charter School and the Board are bound to comply with all requirements as specified in this charter.
- N. CEMCO and the Charter School shall have all authority as provided to not-for-profit corporations under Georgia Law, including but not limited to hire and fire employees, sue and be sued, award contracts, secure grants and charters, and control its finances.
- O. CEMCO shall be responsible for its own operations and shall have the authority to independently exercise, also consistent with federal and state law, all powers granted to a nonprofit corporation under state and federal law including, but not limited to, the following powers and such other powers as provided elsewhere in this Charter contract for goods and services; prepare a budget; select personnel and determine their compensation; procure insurance; lease or purchase facilities for school purposes; purchase, lease or rent furniture, equipment, and supplies; and accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Charter. The School Board shall be given written notice of all accepted gifts, donations and grants, and any conditions thereof, within thirty (30) school days of receipt.
- P. The Coastal Empire Montessori School expressly incorporates all provisions of federal and Georgia Law requiring the maintenance of confidentiality of student records, including student disciplinary records, teacher evaluations, and of medical and other personal information of the Montessori School, students and staff.

31. SEVERABILITY

Coastal Empire Montessori Community Organization

In the event that any provision of this Agreement or the application hereof to any person or in any circumstances 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, unlawful, or 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.

32. DELEGATION

The parties agree and acknowledge that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the Local Board and the policymaking body of the Charter School.

33. 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.

34. GOVERNING LAW

This Agreement shall be governed by, subject to and construed under the laws of the State of Georgia

35. TERMINATION

A. The Charter School's charter may be terminated for any of the reasons set forth in O.C.G.A. §20-2-2068, or any provision of the Charter School Act.

B. In the event the Charter School ceases operation for any reason, the Charter School and its policymaking body will be responsible for winding up the business and affairs of the Charter School and will cooperate with the Local Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the

Local Board within 30 days of the day students no longer attend the Charter School. Any furniture and equipment purchased with public funds shall become the property of the Local Board and/or State Board; whichever is appropriate, within 30 days of the day students no longer attending the Charter School.

D. Neither the Local Board nor State Board shall 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.

36. WAIVER

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

37. NOTICES

Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, and as of the date, it is delivered by hand, overnight courier, or within three (3) business days of being sent by registered or certified mail postage prepaid, to the parties at the following addresses:

Coastal Empire Montessori Community Organization

Coastal Empire Montessori Community Organization
Coastal Empire Montessori Charter School
1610 Staley Avenue
Savannah Ga. 31405

Savannah/Chatham County Board of Education
208 Bull Street
Savannah, Ga. 31401
Georgia State Board of Education

Agreed to and accepted this _____ day of _____, 2006.

The Coastal Empire Montessori Community Organization, Inc.

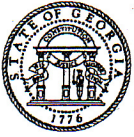
By: _____

Attest: _____

The board of Public Education of the City of Savannah and the County of Chatham

By: _____

Attest: _____



CATHY COX
Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION

315 West Tower, #2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530
(404) 656-2817

Registered agent, officer, entity status information via the Internet
<http://www.georgiacorporations.org>

WARREN RARY
Director

ENRICO M. ROBINSON
Assistant Director

TRANSMITTAL INFORMATION
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

| | | | |
|-------------------|------------------|----------------------------------|------------------------|
| DOCKET # _____ | PENDING # _____ | CONTROL # _____ | |
| DOCKET CODE _____ | DATE FILED _____ | AMOUNT RECEIVED _____ | CHECK/ RECEIPT # _____ |
| TYPE CODE _____ | EXAMINER _____ | JURISDICTION (COUNTY) CODE _____ | |

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. 051870024

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

Coastal Empire Montessori Community Organization

Corporate Name (List *exactly* as it appears in articles)

2. Michael H. Graham

912 352-0077

Name of person filing articles (certificate will be mailed to this person, at address below)

Telephone Number

315 Commercial Drive, Suite C-6

Address

Savannah

GA

31324

City

State

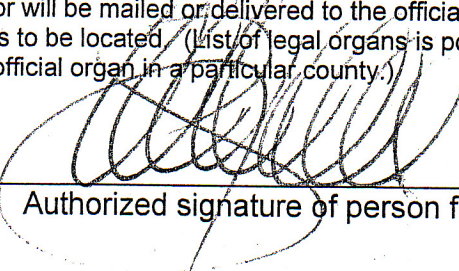
Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:


- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)


Authorized signature of person filing documents


Date

Request certificates and obtain entity information via the Internet: <http://www.georgiacorporations.org>

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-15-2005

Employer Identification Number:
30-0324683

Form: SS-4

Number of this notice: CP 575 F

For assistance you may call us at:
1-800-829-4933


COASTAL EMPIRE MONTESSORI COMMUNITY
% DAVID K LERCH
1610 STALEY AVE
SAVANNAH GA 31405

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an EIN. We assigned you EIN 30-0324683. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label IRS provided. If that isn't possible you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, doing so could cause a delay in processing and may result in incorrect information in your account. Doing so could result in our assigning you more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records.
- * Use this EIN and your name exactly as they appear on all your federal tax forms.
- * Refer to this EIN on your tax related correspondence and documents.

Thank you for your cooperation.

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0550775
EFFECTIVE DATE: 07/22/2005
COUNTY : GEORGIA
REFERENCE : 0072
PRINT DATE : 07/27/2005
FORM NUMBER : 311

MICHAEL H. GRAHAM
315 COMMERCIAL DRIVE
SUITE C6
SAVANNAH, GA 31324

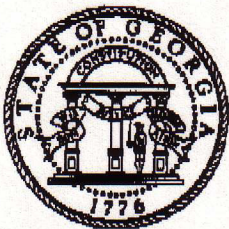
CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

COASTAL EMPIRE MONTESSORI COMMUNITY ORGANIZATION, INC.
A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

ARTICLES OF INCORPORATION
OF
COASTAL EMPIRE MONTESSORI COMMUNITY ORGANIZATION

1. Name. The name of the corporation shall be Coastal Empire Montessori Community Organization.

2. Duration. The Corporation shall have perpetual duration.

3. Purpose. The Corporation is organized pursuant to the provisions of the Georgia Non-Profit Corporation Code, and for the following general purposes: To provide children of all ages with educational services based on the teaching philosophy and methodology developed by Dr. Maria Montessori, and to create a multitude of Charter Schools throughout the United States within which to provide these educational services.

These Charter Schools and the services provided therein will be available to all primary, elementary and secondary students without regard to age, race, religion or gender, including, but not limited to, those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), Title II of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.

A pilot charter school will be created in Savannah, Chatham County, Georgia, which will serve as a model for other charter schools, and will be called "The Coastal Empire Montessori Charter School".

4. Statutory Powers. The Corporation shall have all of the powers and shall enjoy all of the rights, privileges and immunities as provided for under the Georgia Non-Profit Corporation Code.

5. Limitations. The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the Corporation and no part of its net earnings shall inure to the benefit of any director or other private individual. The Corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any other activity except in furtherance of the purposes stated above for which the Corporation is organized. The Corporation shall not participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of the income therefrom be devoted to such purposes.

6. Board of Directors. The initial Board of Directors shall consist of seven members, whose names and addresses are:

Dr. David K. Lerch

3 Heathmuir Way,
Savannah, Georgia 31411

| | |
|--------------------------|---|
| Mrs. Anne Monaghan | 648 6 th Street Tybee Island, Georgia 31328 |
| Mr. Charles F. McMillian | 117 Sugar Mill Drive Savannah, Georgia 31419 |
| Mr. Sanford Jones | 318 E. 45 th Street Savannah, Georgia 31405 |
| Mr. Tripp Tollison | 329 E. 49 th Street Savannah, Georgia 31405 |
| Mrs. Ann Crowder | 1600 Walthour Road Savannah, Georgia 31410 |
| Mr. Ben Price | 29 Lake Heron Court West Pooler, Georgia 31322 |

7. Election of Directors. The Board of Directors shall be elected in accordance with the rules and regulations set forth in the By-Laws of the Corporation.

8. Limitation of Liability of Directors. No Director shall have any personal liability to the Corporation or its members for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Sections 14-3-860 through 14-3-864 of the Georgia Nonprofit Corporation Code; or (d) any transaction from which the director derived an improper personal benefit.

9. Membership. Membership in the Corporation will be open to any and all individuals and institutions, based on voluntary contributions to be used to advance the general purpose of the Corporation, with the classes and levels of membership defined in the By-Laws of the Corporation.

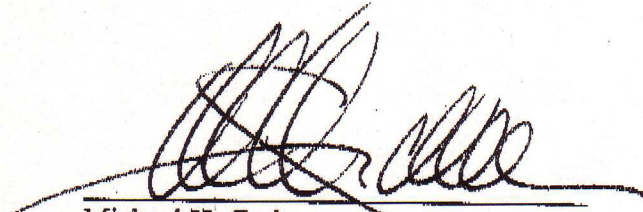
10. Registered Office, Agent. The initial registered office of the Corporation shall be at 315 Commercial Drive, Suite C-6, Savannah, Georgia 31406, and the initial registered agent for the Corporation at such address shall be Michael H. Graham, Esq.

11. Incorporator. The name and mailing address of the incorporator is Michael H. Graham, M.H. Graham Law Firm, 315 Commercial Drive, Suite C-6, Savannah, Georgia 31406.

12. Dissolution. In the event for any reason the Corporation is dissolved, then all remaining assets of the Corporation shall be dedicated to any nonprofit purpose decided on by

e Board of Directors which exists for one or more exempt purposes under Section 501(c)(3) of
e Internal Revenue Code.

This twentieth day of July, 2005



Michael H. Graham
Georgia State Bar No. 304050

SECRETARY OF STATE
2005 JUL 22 P 3:16
CORPORATIONS DIVISION

Coastal Empire Montessori Charter School Five Year Budget

**Coastal Empire Montessori School
Five Year Budget**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------|------------------|--------------------|--------------------|--------------------|--------------------|
| Personnel | \$463,353 | \$626,362 | \$781,799 | \$958,876 | \$1,166,103 |
| Benefits | \$56,823 | \$76,833 | \$94,650 | \$121,089 | \$144,304 |
| Instruction | \$122,184 | \$352,302 | \$494,967 | \$467,276 | \$522,807 |
| Services and Supplies | \$48,890 | \$121,218 | \$146,784 | \$167,647 | \$208,807 |
| Facilities | \$22,900 | \$25,045 | \$36,285 | \$42,324 | \$67,915 |
| Note | \$124,500 | \$124,500 | \$124,500 | \$124,500 | \$124,500 |
| Total | \$838,650 | \$1,201,759 | \$1,554,485 | \$1,757,211 | \$2,109,937 |
| Total Revenues | \$838,650 | \$1,201,759 | \$1,554,485 | \$1,757,211 | \$2,109,937 |
| Carryover | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance | | \$0 | \$0 | \$0 | \$0 |

Coastal Empire Montessori Charter School Five Year Budget

**Annual Operating
Budget Worksheet
Proposed**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|
| Number of PreSchool Students | 60 | 60 | 60 | 60 | 60 |
| Number of Elementary Students | 60 | 104 | 148 | 192 | 236 |
| Facility square footage | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| Number of Teachers | 6 | 9 | 11 | 13 | 15 |
| Student teacher ratio | 10 | 6 | 5 | 4 | 4 |
| Average teacher salary | \$35,810 | \$37,601 | \$39,857 | \$41,849 | \$46,034 |

| REVENUES | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------|------------------|--------------------|--------------------|--------------------|--------------------|
| Bright From the Start PreK | \$207,660 | \$218,043 | \$218,043 | \$218,043 | \$218,043 |
| State QBE formula earnings* | \$480,990 | \$833,716 | \$1,186,442 | \$1,539,168 | \$1,891,894 |
| Applicable QBE grants* | | | | | |
| Applicable nonQBE state grants* | | | | | |
| Applicable Federal grants* | \$150,000 | \$150,000 | \$150,000 | | |
| Local tax revenue** | | | | | |
| Grants & Fundraising | | | | | |
| Total Revenues | \$838,650 | \$1,201,759 | \$1,554,485 | \$1,757,211 | \$2,109,937 |

| | | | | | |
|----------------------------------|---------|---------|---------|---------|---------|
| Savannah Elementary Per Pupil | \$8,017 | \$8,017 | \$8,017 | \$8,017 | \$8,017 |
| Bright From the Start Allocation | \$3,461 | \$3,634 | \$3,634 | \$3,634 | \$3,634 |

2004-2005

State Per Pupil Allocation

| | |
|---------|---------|
| Lowest | \$6,055 |
| Highest | \$9,978 |
| Average | \$8,017 |

Coastal Empire Montessori Charter School Five Year Budget

**Coastal Empire Montessori School
Five Year Proposed Costs
Worksheet**

| Organization | | | Year one | | | | Year Two | | | | Year Three | | | | Year Four | | | | Year Five | | | | |
|-------------------|------|----------|----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | Ages | Students | Teacher | Aide | Benefits | Materials | Teacher | Aide | Benefits | Materials | Teacher | Aide | Benefits | Materials | Teacher | Aide | Benefits | Materials | Teacher | Aide | Benefits | Materials | |
| Classroom | 1 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 2 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 3 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 4 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 5 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 6 | PreK-K | 20 | \$35,810 | \$12,950 | \$5,980 | \$20,364 | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 7 | 6-9 | 22 | | | | | \$37,601 | \$13,598 | \$6,279 | \$39,145 | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 8 | 6-9 | 22 | | | | | | | | | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 9 | 6-9 | 22 | | | | | | | | | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 10 | 6-9 | 22 | | | | | | | | | \$39,857 | \$14,413 | \$6,655 | \$44,997 | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 |
| Classroom | 11 | 9-12 | 22 | | | | | | | | | | | | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 | |
| Classroom | 12 | 9-12 | 22 | | | | | | | | | | | | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 | |
| Classroom | 13 | 9-12 | 22 | | | | | | | | | | | | \$41,849 | \$15,855 | \$7,454 | \$35,944 | \$46,034 | \$17,440 | \$7,901 | \$34,854 | |
| Classroom | 14 | 9-12 | 22 | | | | | | | | | | | | | | | | \$46,034 | \$17,440 | \$7,901 | \$34,854 | |
| Special Education | | | | | | | | \$37,601 | | \$4,611 | \$39,145 | \$39,857 | | \$4,888 | \$44,997 | \$42,248 | | \$5,181 | \$35,944 | \$46,473 | | \$5,699 | \$34,854 |
| Administration | | | | \$75,106 | | \$9,211 | \$48,890 | \$78,861 | | \$9,671 | \$121,218 | \$83,593 | | \$10,251 | \$146,784 | \$87,773 | | \$10,867 | \$167,647 | \$92,161 | | \$11,519 | \$208,807 |
| Administration | | | | \$51,585 | | \$6,326 | | \$54,164 | | \$6,642 | | \$56,872 | | \$6,975 | | \$59,716 | | \$7,393 | | \$62,702 | | \$7,837 | |
| Secretarial | | | | \$15,440 | | \$1,893 | | \$16,212 | | \$1,988 | | \$17,185 | | \$2,107 | | \$18,044 | | \$2,234 | | \$18,946 | | \$2,368 | |
| Nurse | | | | \$15,550 | | \$1,907 | | \$16,172 | | \$2,002 | | \$27,000 | | \$2,102 | | \$28,000 | | \$2,208 | | \$25,000 | | \$2,318 | |
| Maintenance | | | | \$13,112 | | \$1,608 | | \$13,768 | | \$1,688 | | \$14,594 | | \$1,773 | | \$15,323 | | \$1,879 | | \$16,090 | | \$1,973 | |
| Maintenance | | | | | | | | \$13,768 | | \$1,688 | | \$14,594 | | \$1,773 | | \$15,323 | | \$1,879 | | \$16,090 | | \$1,973 | |
| Total | | | 296 | \$385,653 | \$77,700 | \$56,823 | \$171,074 | \$517,582 | \$108,780 | \$76,833 | \$473,520 | \$637,666 | \$144,134 | \$94,650 | \$641,751 | \$768,620 | \$190,256 | \$121,089 | \$634,923 | \$921,941 | \$244,162 | \$144,304 | \$731,614 |

| Enrollment | Year | PreK | Elem | Total |
|------------|------|------|------|-------|
| | 1 | 60 | 60 | 120 |
| | 2 | 60 | 104 | 164 |
| | 3 | 60 | 148 | 208 |
| | 4 | 60 | 192 | 252 |
| | 5 | 60 | 236 | 296 |

Coastal Empire Montessori Charter School Five Year Budget

**Annual Operating
Budget Worksheet
Proposed**

EXPENDITURES

| | | | | | |
|------------------------------|------------------|------------------|------------------|------------------|------------------|
| PERSONNEL | | | | | |
| Director | \$75,106 | | | | |
| Administration | \$51,585 | | | | |
| Teachers | \$214,860 | | | | |
| Instructional aides | \$77,700 | | | | |
| Clerical | \$15,440 | | | | |
| Nurse | \$15,550 | | | | |
| Custodian | \$13,112 | | | | |
| Retirement Benefits | \$46,335 | | | | |
| Health Benefits | \$4,080 | | | | |
| FICA | \$7,314 | | | | |
| Total Personnel | \$521,082 | 2 | 3 | 4 | 5 |
| | | 164 | 208 | 252 | 296 |
| INSTRUCTION | | | | | |
| Text and Reference | \$11,500 | \$14,500 | \$43,264 | \$95,129 | \$85,000 |
| Classroom paper and supplies | \$1,502 | \$1,577 | \$2,500 | \$4,500 | \$5,500 |
| Instructional Materials | \$11,500 | \$15,550 | \$32,550 | \$37,250 | \$64,179 |
| Montessori Materials | \$39,500 | \$37,950 | \$27,500 | \$27,500 | \$27,500 |
| Computers | \$5,000 | \$71,450 | \$15,550 | \$16,483 | \$30,000 |
| Software | \$1,500 | \$1,575 | \$7,900 | \$8,500 | \$10,000 |
| Field Trips | \$3,250 | \$7,500 | \$9,100 | \$6,586 | \$12,750 |
| Instructional Equipment | \$1,500 | \$31,500 | \$45,750 | \$51,550 | \$54,128 |
| Library and media center | \$12,500 | \$51,500 | \$4,200 | \$70,303 | \$64,750 |
| Student assessment | \$3,382 | \$21,200 | \$19,400 | \$22,400 | \$25,000 |
| Classroom Furniture | \$27,000 | \$49,750 | \$33,405 | \$35,075 | \$47,500 |
| Athletic Equipment | \$1,550 | \$23,500 | \$45,000 | \$51,500 | \$55,000 |
| Music Equipment | \$2,500 | \$24,750 | \$208,848 | \$40,500 | \$41,500 |
| Total Instruction | \$122,184 | \$352,302 | \$494,967 | \$467,276 | \$522,807 |

Coastal Empire Montessori Charter School Five Year Budget

**Annual Operating
Budget Worksheet
Proposed**

Five-Year Budget Projection Worksheet

| Operations | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------------|-----------------|------------------|------------------|------------------|------------------|
| SERVICES & SUPPLIES | | | | | |
| Office Supplies | \$2,400 | \$3,500 | \$4,250 | \$5,100 | \$6,000 |
| Office Furniture | \$3,250 | \$3,413 | \$3,583 | \$3,762 | \$7,500 |
| Bookkeeping & Audit | \$2,500 | \$2,625 | \$2,756 | \$2,894 | \$3,039 |
| Payroll Services | \$1,500 | \$1,575 | \$1,654 | \$1,736 | \$1,823 |
| Banking Fees | \$1,000 | \$1,050 | \$1,103 | \$1,158 | \$1,216 |
| Legal Services | \$1,500 | \$2,500 | \$2,625 | \$3,500 | \$4,500 |
| Management Services | \$2,500 | \$5,500 | \$5,775 | \$6,064 | \$6,367 |
| Liability & property insurance | \$1,500 | \$1,575 | \$1,654 | \$1,736 | \$1,823 |
| Staff development | \$5,500 | \$48,325 | \$50,741 | \$53,278 | \$61,750 |
| Special education consultant | \$2,000 | \$7,500 | \$7,875 | \$8,269 | \$8,682 |
| Travel & conferences, board retreat | \$500 | \$903 | \$8,500 | \$8,925 | \$27,550 |
| Staff recruitment | \$2,500 | \$2,625 | \$6,500 | \$6,825 | \$7,166 |
| Internet service | \$240 | \$252 | \$265 | \$8,500 | \$9,100 |
| Food Service | \$8,500 | \$22,200 | \$28,750 | \$29,245 | \$31,550 |
| Transportation | \$5,500 | \$5,775 | \$7,219 | \$9,023 | \$11,279 |
| Health Supplies | \$1,500 | \$2,500 | \$2,625 | \$5,500 | \$6,100 |
| Pest Control | \$1,500 | \$1,575 | \$1,654 | \$1,736 | \$1,823 |
| Janitorial Supplies | \$2,500 | \$5,200 | \$6,500 | \$7,500 | \$8,500 |
| Waste disposal | \$2,500 | \$2,625 | \$2,756 | \$2,894 | \$3,039 |
| Total Services & Supplies | \$48,890 | \$121,218 | \$146,784 | \$167,647 | \$208,807 |
| FACILITIES | | | | | |
| Maintenance & Repair | \$5,000 | \$5,250 | \$15,500 | \$20,500 | \$45,000 |
| Gas/electric | \$14,000 | \$14,700 | \$15,435 | \$16,207 | \$17,017 |
| Phone | \$1,500 | \$2,575 | \$2,704 | \$2,839 | \$2,981 |
| Fire & Security | \$2,400 | \$2,520 | \$2,646 | \$2,778 | \$2,917 |
| Total Facilities | \$22,900 | \$25,045 | \$36,285 | \$42,324 | \$67,915 |

| | | | | | |
|------------|-----|-----|-----|-----|-----|
| Enrollment | 120 | 164 | 208 | 252 | 296 |
|------------|-----|-----|-----|-----|-----|

Building Purchase

| | |
|-------------|---------------------|
| Land | \$0 |
| facility | \$1,950,000 |
| Constuction | \$125,000 |
| Total | \$2,075,000 |
| Note | \$124,500.00 |



Coastal Empire Montessori Community Organization

1610 Staley Avenue
Savannah, GA 31405
(912) 495-0008

June 2, 2006

Andrew W. Broy, Program Manager
Charter, Alternative, & Magnet Schools
Georgia Department of Education
1754 Twin Towers East
205 Jesse Hill Jr. Drive, S.E.
Atlanta, Georgia 30334

Dear Mr. Broy:

Attached is the approved Petition by the Coastal Empire Montessori Community Organization to establish the Coastal Empire Montessori Charter School. Attached are the Petition, Articles of Incorporation and an Executive Summary of the petition.

The Coastal Empire Montessori Charter School is being developed because of the interest among community parents to create another Montessori program because of the limited number of seats available in the public Montessori school. Nationally, Montessori education has proven to be an extremely successful approach for the education of young children and the CEMCO Board believes strongly that the concept should be expanded for children living in the Savannah/Chatham school district.

The Coastal Empire Montessori School will serve approximately 300 students selected over a five-year period with the opening date set for August 2007. For the first year, we expect an enrollment of 120 students made up of six groups of students (ages 3-6) with approximately 20 students in each group. Each year, additional students will be added so by the beginning of the fifth year of operation, there should be 15 classes totaling 290 students.

Please let me know if you need additional information. I expect that we will need to meet before the May meeting. I look forward to that time.

Sincerely,

Dr. David K. Lerch
President



Coastal Empire Montessori Community Organization

1610 Staley Avenue, Savannah, Georgia 31405

(912) 236-3779

January 10, 2008

Mr. Hugh S. Golson, President
Savannah/Chatham Board of Education
208 Bull Street, Room 101
Savannah, GA 31401

Dear Hugh:

This serves as a request by the Coastal Empire Montessori Community Organization to petition the Savannah/Chatham Board of Education to establish the Coastal Empire Montessori School. I have attached the petition for your review.

A Charter school is being planned because of the interest among community parents to create another Montessori program because of the limited number of seats available at Ellis School. Nationally, Montessori education has proven to be an extremely successful approach for the education of young children and the CEMCO Board believes strongly that the concept should be expanded for children living in the Savannah/Chatham school district.

The Coastal Empire Montessori School will serve at least 300 students over a six-year period with the opening date set for September 2007. For the first year, we expect an enrollment of 120 students made up of six groups of students (ages 3-6) with approximately 20 students in each group. Each year, additional students will be added so by the beginning of the seventh year of operation, there should be 15 classes totaling 300 students.

We would like to bring the petition to the Board for their vote at the November 2005 meeting. Approval is needed at that time so that the CEMCO Board can move forward to plan for the opening of the school.

Please let me know if you need additional information.

Sincerely,

David Lerch
President