

# Georgia Charter Amendment Cover Pages

*Applicants must attach these charter amendment cover pages to the proposed amendment.*

## Part I. Charter School/Charter System Information

This charter amendment is being submitted by a (check one):

Start-up Charter School

Conversion Charter School

State-Chartered Special School

Charter System

Charter School/Charter System Golden Isles Career Academy

School District Glynn County School System

Charter School/System Address 4404 Glynn Parkway, Brunswick, GA 31525

Contact person Howard Mann, Interim Superintendent

Contact Address 1313 Egmont Street, Brunswick, GA 31520

Contact telephone number (912) 267-4100

Contact Fax number (912) 267-4146

Contact E-mail address hmann@glynn.k12.ga.us

## Part II. Assurances and Signatures

### For all Charter Schools and Charter Systems

The charter school/system operator(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.

Howard E. ... 3-24-09  
Authorized Representative, Charter School Date

### For Start-up and Conversion Charter Schools and State-Chartered Special Schools

This charter amendment was approved by the governing body of the charter school on 3-12-09.  
Date

Tom ... 3-12-09  
Principal/Board Chair Date

### For Start-up and Conversion Charter Schools and Charter Systems

This charter amendment was approved by the GLYNN COUNTY  
Board of Education on 3-24-09.  
Date

Howard E. ... 3-24-09  
Superintendent Date

G. ... 3/25/09  
Chair, Local Board of Education Date

## Golden Isles Career Academy



A Charter School Providing Seamless Education  
To Support and Enhance Glynn County's Workforce

A Charter School Petition  
approved by the  
Glynn County Board of Education  
on behalf of  
Golden Isles Technical and Career Learning, Inc.

Revised March 2009



**Telephone number of contact (912) 267-4100**

**Fax number of contact (912) 267-4146**

**E-mail address of contact michael.bull@glynn.k12.ga.us**

**Grade Levels Served 9-12**

**Ages Served 13-20**

**Proposed Opening/Renewal Date January 2009**

**Proposed Charter Term 10 Years**

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

	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Yr 1										0	20	180	200	400
Yr 2										0	25	225	250	500
Yr 3										0	30	270	300	600
Yr 4										0	35	315	350	700
Yr 5										0	40	360	400	800
Yr 6										0	45	405	450	900
Yr 7										0	50	450	500	1000
Yr 8										0	55	495	550	1100
Yr 9										0	60	540	600	1200
Yr 10										0	60	540	600	1200

PART II. ASSURANCES AND SIGNATURES

1. This charter petition was approved by the Glynn County  
Board of Education on January 22, 2008  
Date

\_\_\_\_\_  
Superintendent January 22, 2008  
Date

\_\_\_\_\_  
Chair, Local Board of Education January 22, 2008  
Date

2. 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.

\_\_\_\_\_  
Charter Petitioner January 22, 2008  
Date

## PART III. EXECUTIVE SUMMARY

### Basic Information

School Name: Golden Isles Career Academy

Type: LEA Start Up

Originally approved by the Glynn County Board of Education on May 8, 2007. Revised and approved by the Glynn County Board of Education in November 2007, January 2008 and March 2009.

### Mission

To ensure a viable 21<sup>st</sup> century workforce for Glynn County.

### Academic Program

Golden Isles Career Academy will be a replication of Georgia's nationally-recognized model school for workforce development - Central Educational Center in Newnan, Georgia. As such, the Charter School will be an extension of the programs of high schools in Glynn County and will also be an off-campus center of Coastal Georgia Community College [Altamaha Technical College]. The charter will have a focus toward integrating academics and advanced career/technical education programs. Instructional methods shall have a bias toward "project-based" instruction and will benefit from the alignment and seamless blending of academic courses with career, technical and agricultural education courses, the blending of high school with the rigor and expectations of college coursework, and the relevance resulting from the blending of public education with the of the priorities and expectations of business and industry.

### Organization

The Charter School represents a cooperative partnership among local business and industry as represented by the Brunswick-Golden Isles Chamber of Commerce and the Brunswick-Glynn County Development Authority; the Glynn County School System; Coastal Georgia Community College [College of Coastal Georgia]; [Altamaha Technical College]; Communities in Schools of Glynn County, Inc.; the Glynn County Board of Commissioners; and the City of Brunswick.

As evidence of public interest, since February 2005, business leaders, educators and community volunteers in Glynn County have cooperated to develop a charter technical school for our community and possibly for our region. At the recommendation of State School Superintendent Kathy Cox, from that time to now, more than 200 stakeholders from Glynn County have taken the time to visit Central Educational Center in Newnan, Georgia and have chosen to plan our charter school using CEC as our model. In September 2005, the stakeholders signed a joint proclamation issued by the Glynn County's Board of Commissioners to authorize our formal planning effort. In the spirit of that initial agreement, the community hired a consultant, appointed a volunteer steering committee of seventy members and advisors, created a non-profit corporation, conducted a community needs assessment and wrote the attached charter for the local and state Boards of Education to approve.

In addition, the voters of Glynn County took the unusual step of approving \$6 million through a special local option sales tax for the construction of a facility. The local Board of Education also

asked voters to support \$5 million in an educational special local option sales tax for the same purpose, which the voters approved on March 20, 2007. Both public bodies added an additional \$2 million each to their respective totals in July 2007, for a total amount of \$15 million in local facility funding. Our partnership has also been awarded \$3.2 million from ~~DTAE~~ [TCSG], conditional on the approval of this charter. To support the steering committee's planning, to help purchase equipment, and to be sure the school will open in 2009, our non-profit has raised nearly \$500,000 in additional public and private funds from businesses and individuals.

In February 2007, the stakeholders agreed that the Brunswick-Glynn County Development Authority may act as the fiscal agent during the design and construction of the facility to be occupied by the charter school and signed an intergovernmental agreement between the Board of Education, the Development Authority and the Board of Commissioners to make this arrangement legal. The same bodies signed a second intergovernmental agreement on September 14, 2007 to cover the bidding process and the blending of public funds.

We believe the Golden Isles Career Academy has involved more community volunteers working more hours than the founders of any charter school in Georgia. Including our organizational survey meetings, monthly steering committee meetings, meetings of eight different subcommittees, sixteen curriculum working groups, 101 respondents to our online needs assessment, eight delegations sent to CEC, and numerous public and private presentations on the charter school, we estimate that thousands of different parents, educators, business and government leaders and volunteers have considered the attached charter, and more than 100 representatives of the major stakeholders have actively participated in drafting and approving this charter. In addition, our locally-funded consultant spent 53 nights and 110 days "on the ground" in Glynn County in 2006, and we have publicized our effort through newspapers, radio, television, billboards, flyers, letters, speeches, websites, email, faxes, and thousands of private conversations.

On July 13, 2006, our Steering Committee sent a letter of intent to the State Board of Education via the Charter School Program Manager and copied our Board of Education. Further, members of the Board of Education not only unanimously approved our charter petition on May 8, 2007, many of them have been involved formally in our planning effort since its inception in February 2005 and on our Steering Committee since it was formally established in December 2005. Since November 2005, our planners have adopted the philosophy, "We will put the FACT back in SatisFACTion." We have committed to determine our own satisfaction by the ability of our partnership to achieve our charter-mandated performance objectives, among other measures our CEO and governing Board of Directors will track. At the request of the state Department of Education, in November 2007-January 2008 we modified our charter petition twice to comply with the State Board of Education Charter School Rule passed in September 2007. [In March 2009, we amended our charter to add Altamaha Technical College as a partner.]

Golden Isles Career Academy will not be operated by an Education Management Organization. Instead, it will be governed by the Board of Directors of the Charter School, under the control and management of the Glynn County Board of Education. The Directors will be comprised of two parents, two business representatives, ~~two~~ [three] education representatives, and ~~one~~ [two] representative[s] at-large.

## PART IV. START-UP CHARTER SCHOOL CHECKLIST

### **Requirements for a Charter School Petition Submitted by a Private Individual, Private Organization, or State or Local Public Entity O.C.G.A. § 20-2-2063 and State Board Rule 160-4-9-.04 CHARTER SCHOOLS**

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

#### CHARTER SCHOOL/PETITIONER INFORMATION

1. Page 15 Provide the name under which the charter school will operate.
2. Page 15 Provide the name of the primary contact for the petitioner.
3. Page 15 Provide the name of the school representative authorized to execute the charter contract.
4. Page 15 List the proposed grade levels and ages of students to be served by the charter school.
5. Page 15 State the proposed duration of the school's charter.

#### STATEMENT OF MISSION

6. Page 16 Describe the charter school's mission.
7. Page 16 Describe how the charter school's mission supports the legislative intent to "increase student achievement through academic and organizational innovation."

#### DESCRIPTION OF THE EDUCATIONAL PROGRAM

8. Page 18 Describe the focus of the curriculum.
9. Page 18 Describe the instructional methods to be used in the charter school, including any distinctive or unique instructional techniques or educational programs.
10. Page 18 Describe the anticipated teacher-to-student ratio and the rationale for maintaining this ratio.
11. Page 18 Describe the students the charter school will serve, including students with special needs and disabilities.
12. Page 18 Describe how the charter school will meet the needs of students identified as gifted and talented.
13. Page 19 Describe any extracurricular or other auxiliary educational activities the charter school may offer.
14. Page 19 Describe any partnerships between the charter school and the local school system or other community agency(ies) regarding charter school students utilizing extracurricular activities at the local school that the student would otherwise attend, or at any other community location.

15. Page 19 If this is a charter high school, describe how the charter high school will determine that a student has satisfied the requirements for high school graduation, including the credits or units to be earned and the completion credentials to be awarded.

#### STATE AND FEDERALLY MANDATED SERVICES

16. Page 21 For students with disabilities, describe how the charter school will provide state- and federally mandated services.
17. Page 21 For English Language Learners (ESOL), describe how the charter school will provide state- and federally mandated services.
18. Page 21 State that the charter school shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans With Disabilities Act, and the Individuals with Disabilities Education Act.
19. Page 22 Describe how the charter school will provide supplemental educational services in required cases pursuant to SBOE Rule 160-4-5-.03 and NCLB.
20. Page 22 Describe how the charter school will provide remediation in required cases pursuant to SBOE Rule 160-4-5-.01 and NCLB.

#### GOALS AND OBJECTIVES

21. Page 23 List the charter school's performance-based goals and measurable objectives and describe how these goals and objectives are in the public interest and shall result in improvement of student achievement.

#### WAIVERS

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

#### DESCRIPTION OF ASSESSMENT METHODS

25. Page 26 Describe the charter school's assessment plan to obtain student performance data for each student.
26. Page 27 Explain how the charter school will work with the local school system to participate in all state-mandated assessments.

27. Page 27 Describe how the charter school's assessment plan will measure student improvement and over what period of time.
28. Page 27 Describe how the charter school will use this assessment data to monitor and improve achievement for students.
29. Page 27 State that the charter school will not waive the accountability provisions of O.C.G.A. § 20-14-30 through § 20-14-41 and federal accountability requirements.

## DESCRIPTION OF SCHOOL OPERATIONS

30. Page 28 Describe the attendance zone for the charter school.
31. Page 28 Describe the rules and procedures that will govern the admission of students to the charter school.
32. Page NA Describe or attach a copy of any admissions application the charter school proposes to use.
33. Page 29 Describe whether the charter school will use any enrollment priorities pursuant to O.C.G.A. § 20-2-2066(a)(1).
34. Page 29 Describe the steps that will be taken to reach students representative of the racial and socioeconomic diversity in the community.
35. Page 30 Describe the charter school's plan for recruiting students and for maintaining/increasing enrollment.
36. Page 30 Describe the rules and procedures concerning student discipline and student dismissal (including code of conduct and student due process procedures).
37. Page 31 Describe the rules and procedures concerning how the school will address grievances and complaints from students, parents, and teachers.
38. Page 31 Generally describe the charter school's employment procedures and policies.
39. Page 32 Specifically, state whether certification by the Georgia Professional Standards Commission (GAPSC) will be required.
40. Page 32 If certification by the GAPSC is *not* required, describe the training and experience that will be required.
41. Page 32 If certification by the GAPSC is *not* required, describe the charter school's procedure for determining whether a teacher has demonstrated competency in the subject area(s) in which he/she will teach as required by NCLB.
42. Page 33 Describe whether the charter school will use the state salary schedule, and if another schedule will be used, provide that schedule.
43. Page 33 Describe the charter school's procedures to ensure that staff members are subject to fingerprinting and background checks.
44. Page 33 Describe the charter school's insurance coverage, including the terms and conditions and coverage amounts thereof.
45. Page 33 Describe whether transportation services will be provided and, if so, provide a brief description of the transportation program for the school.
46. Page 33 If transportation services *are* provided, state that the transportation program will comply with applicable law.
47. Page NA If transportation services *are not* provided, describe how this will not be a barrier to eligible students to attend school.

48. Page 33 Describe whether the charter school will provide food services (including participation in federal school meals programs).
49. Page 33 If food services *will* be provided, briefly describe the proposed program.

### FACILITIES

50. Page 34 Describe the school facility that the charter school will use and its location. State whether the school facility is new or existing.
51. Page 34 Describe any modifications necessary for utilizing the space for educational purposes.
52. Page Exhibit I Provide documentation of ownership or a copy of the lease of the facility. If ownership documentation or a lease is unavailable, provide a timeline for obtaining such facilities or providing such documentation.
53. Page 34 Provide a Certificate of Occupancy, or a timeline for obtaining a Certificate of Occupancy, prior to students occupying the proposed facility.
54. Page 35 Provide the school's emergency safety plan, or in the alternative an assurance that the charter school will prepare a safety plan in accordance with O.C.G.A. § 20-2-1185 and will submit and obtain approval of that plan from the Georgia Emergency Management Agency by a specified date.

### PARENT AND COMMUNITY INVOLVEMENT

55. Page 36 Describe how parents, community members, and other interested parties were involved in developing the petition.
56. Page 37 Describe how parents, community members, and other interested parties will be involved in the school.

### DEMONSTRATION OF FISCAL FEASIBILITY AND CONTROLS

57. Page 38 Describe the level of autonomy the charter school will have over budgets and expenditures.
58. Page 40 Describe the plans for ensuring that the charter school will be subject to an annual financial audit by an independent Georgia-licensed certified public accountant.
59. Page 40 Identify the school's chief financial officer and describe how that person's credentials comply with the Guidance for Georgia State Board of Education Rule 160-4-9-.04.
60. Page 40 Describe how the school's enrollment count will be determined for purposes of calculating charter school funding pursuant to O.C.G.A. § 20-2-2068.1(c).
61. Page 40 Provide a proposed timeline as to when the charter school will begin to receive state and local funding from the local board in order to begin operations.
62. Page 41 State that the charter school will comply with the federal monitoring requirements for schools receiving federal funds.

63. Page 41 Describe the charter school's plans, if any, for securing other sources of funding, including funding from corporations, individuals, foundations, philanthropic groups, or any other source.

#### DESCRIPTION OF GOVERNANCE STRUCTURE

64. Page 42 If the charter school is an LEA start-up, state whether the school will utilize a governing board, or a local school council as provided for in O.C.G.A. § 20-2-85.
65. Page 42 If the charter school is an LEA start-up and it will use a board other than a local school council, state that it will be subject to the provisions of O.C.G.A. § 50-14-1 *et seq.* (Open and Public Meetings) and O.C.G.A. § 50-18-70 *et seq.* (Inspection of Public Records).
66. Page 42 State that the governing board shall be subject to the control and management of the local board and subject to the provisions of O.C.G.A. §§ 50-14-1 *et seq.* and 50-18-70 *et seq.*
67. Page 43 Describe the governing board's function, duties, and composition.
68. Page 44 Describe how and when governing board members will be selected, how long each governing board member will serve, and how governing board members may be removed from office.
69. Page 46 Describe how the governing board will ensure that current and future board members avoid conflicts of interest.
70. Page 46 Disclose any potential conflicts of interest of the founding governing board members.
71. Page 47 Describe the governing board's role in upholding the school's mission and vision.
72. Page 47 Describe how the governing board will appraise the principal's performance.
73. Page 47 Describe how the governing board will ensure effective organizational planning and financial stability.
74. Page 47 Describe the governing board's role in resolving teacher, parent, and student grievances and other conflicts.
75. Page 47 Describe how parents, community members, or other interested parties will be involved in the charter school's governing board.
76. Page 47 List any proposed business arrangements or partnerships with existing schools, educational programs, businesses, or nonprofit organizations and disclose any potential conflicts of interest.
77. Page 48 Describe of the method that the local board and the charter school plan to utilize for resolving conflicts.
78. Page 48 State if the charter school intends to contract, or has contracted for, the services of a for-profit entity or any other educational management agency.

## STATEMENT ON ANNUAL REPORT

79. Page 49 State that the charter school shall, by October 1, submit an annual report that includes all State-mandated assessment and accountability scores and complies with all requirements set out in O.C.G.A. § 20-2-2067.1(c)(1)-(6).

## REQUIRED ATTACHMENTS/APPENDICES

80. Page 50ff Attach an official copy of the certificate of incorporation for the required Georgia nonprofit corporation from the Georgia Secretary of State (note: LEA start-ups and state and local public entities are not subject to this requirement pursuant to O.C.G.A. § 20-2-2065(b)(4)).
81. Page 50ff Attach a copy of the by-laws for the nonprofit corporation (note: LEA start-ups and state and local public entities are not subject to this requirement pursuant to O.C.G.A. § 20-2-2065(b)(4)).
82. Page 50ff Attach the charter school's proposed annual calendar and a draft of the charter school's daily school schedule.
83. Page 50ff Attach a monthly cash flow projection detailing revenues and expenditures for the charter school's first year of operation.
84. Page 50ff Attach spreadsheets projecting cash flow, revenue estimates, budgets, and expenditures on an annual basis for the first five (5) years of the charter term.
85. Page NA Attach a copy of any intended contracts for the provision of educational management services or the provision of supplemental educational services and remediation.
86. Page NA Attach a copy of any agreements with other local schools for the charter school students' participation in extracurricular activities such as interscholastic sports and clubs.

## TABLE OF CONTENTS

PART I. CHARTER SCHOOL INFORMATION .....	2
PART II. ASSURANCES AND SIGNATURES .....	4
PART III. EXECUTIVE SUMMARY .....	5
Basic Information.....	5
Mission .....	5
Academic Program.....	5
Organization .....	5
PART IV. START-UP CHARTER SCHOOL CHECKLIST .....	7
CHARTER SCHOOL/PETITIONER INFORMATION.....	15
Ages and Grades Served.....	15
Charter Term.....	15
STATEMENT OF MISSION .....	16
Supporting Legislative Intent.....	16
EDUCATIONAL PROGRAM.....	18
Focus of Curriculum.....	18
Instructional Methods.....	18
Student-Teacher Ratio.....	18
Students Served (Including Special Needs, Disabled, Gifted/Talented) .....	18
Extracurricular Activities.....	19
Credits and Graduation (Completion).....	19
STATE AND FEDERALLY MANDATED SERVICES .....	21
Students with Disabilities .....	21
English Language Learners .....	21
Compliance with Laws and Regulations.....	21
Supplemental Educational Services and Remediation.....	22
GOALS AND OBJECTIVES .....	23
Public Interest and Improvement .....	23
WAIVERS .....	25
Accountability Compliance .....	25
Exceeding Expectations.....	25
ASSESSMENT METHODS.....	26
Student Performance Data Assessment Plan .....	26
Cooperation on State-Mandated Assessments.....	27
Measuring Student Improvement and Achievement .....	27
Federal and State Accountability .....	27
SCHOOL OPERATIONS.....	28
Management.....	28
Attendance Zone.....	29
Admissions Rules and Procedures and Enrollment Priorities .....	29
Racial And Socioeconomic Diversity.....	29
Recruiting Students And For Maintaining/Increasing Enrollment .....	30
Student Discipline And Student Dismissal .....	30
Grievances And Complaints.....	31
Employment Procedures And Policies .....	31

Certification .....	32
Salary Schedule .....	33
Fingerprinting And Background Checks .....	33
Insurance .....	33
Transportation Services .....	33
Food Services .....	33
FACILITIES .....	34
Location .....	34
Ownership .....	34
Certificate of Occupancy Timeline .....	34
Emergency Safety Plan .....	35
PARENT AND COMMUNITY INVOLVEMENT .....	36
Developing Petition .....	36
Ongoing Involvement .....	37
FISCAL FEASIBILITY AND CONTROLS .....	38
Autonomy .....	38
Audit .....	40
Chief Financial Officer .....	40
Enrollment Count .....	40
Funding Timeline .....	41
Federal Funds Monitoring .....	41
Other Funding Sources .....	41
GOVERNANCE STRUCTURE .....	42
Governing Board .....	42
Open and Public Meetings and Public Records .....	42
Control and Management .....	42
Board Functions, Duties, Composition .....	43
Board Selection, Service, Removal .....	44
Conflicts of Interest .....	46
Upholding Mission and Vision .....	47
Performance Appraisal .....	47
Effective Organizational Planning And Financial Stability .....	47
Grievance and Conflict Resolution .....	47
Stakeholder Involvement .....	47
Business Arrangements .....	47
Conflict Resolution With Local Board .....	48
Education Management Agency Contract .....	48
ANNUAL REPORT .....	49
ATTACHMENTS/APPENDICES .....	50
Exhibit I - Ownership Documents .....	50
Exhibit II - Articles of Incorporation and By-Laws .....	50
Exhibit III - Annual Calendar and Daily Schedule .....	50
Exhibit IV – Budget Documents (Year One Monthly Cash Flow and Five Year Budget Projections) .....	50
Exhibit V - September 2005 Joint Proclamation .....	50

## CHARTER SCHOOL/PETITIONER INFORMATION

On January 22, 2008, Golden Isles Technical and Career Learning, Inc. was approved by the Glynn County Board of Education to operate the Golden Isles Career Academy. ~~Until such time as a CEO is hired,~~ [T]he following is the primary contact for the petitioner authorized by the Board of Education to execute the charter contract:

~~Dr. Michael Bull, Superintendent~~ [Howard Mann, Interim Superintendent]

Glynn County Schools

1313 Egmont Street

Brunswick, Georgia 31520

(912) 267-4100

### *Ages and Grades Served*

The Charter School may provide instruction to pupils in grades 9 through 12. The range in ages of students of the Charter School may be 13 through 20. Students served may include students from other local school systems upon agreement between the Local Board and Boards of Education from other local systems.

### *Charter Term*

The charter term will be for ten (10) years, commencing on July 1, 2008 and expiring at midnight, June 30, 2018.

## STATEMENT OF MISSION

Golden Isles Career Academy's mission is taken from research done in the local community and commissioned by the Glynn County Board of Commissioners. That mission is "to ensure a viable 21<sup>st</sup> century workforce."

### *Supporting Legislative Intent*

Golden Isles Career Academy will be a direct replication of Georgia's nationally-recognized model school for workforce development – Central Educational Center (CEC) in Newnan, Georgia. As such, it represents a cooperative partnership among local business and industry as represented by the Brunswick-Golden Isles Chamber of Commerce and the Brunswick and Glynn County Development Authority; the Glynn County School System; **Coastal Georgia Community College [College of Coastal Georgia]; [Altamaha Technical College];** Communities in Schools of Glynn County, Inc.; the Glynn County Board of Commissioners; and the City of Brunswick. Other partners may be added, during the term of this Agreement, upon approval by the Golden Isles Career Academy Board of Directors.

Golden Isles Career Academy's planners have incorporated as Golden Isles Technical and Career Learning, Inc., a Georgia nonprofit corporation (see Articles of Incorporation and By-Laws in Exhibit II), and since 2005, a public-private Steering Committee has been using CEC's ADDIE process (Analyze, Design, Develop, Implement, and Evaluate) outlined in Central Educational Center's Dissemination Manual. That manual was prepared and published using federal and state charter dissemination grant funds, following State Board policies based on state law drafted and amended by the Georgia legislature, and supported by two Georgia governors.

To support the legislative intent to “increase student achievement through academic and organizational innovation,” Golden Isles Career Academy will follow the same process used to create and refine CEC. Golden Isles Career Academy will be organized as an extension of the programs of the then-existing high schools in Glynn County, and as an off-campus center of ~~Coastal Georgia Community College~~ [Altamaha Technical College] (a participating partner under agreement with the Local Board), with a focus toward integrating academics and advanced career/technical education programs.

## EDUCATIONAL PROGRAM

### *Focus of Curriculum*

The focus of the curriculum shall be the integration of academics and advanced career/technical education. Students shall be advised toward a “major,” and secondary and postsecondary programs shall be seamlessly linked.

### *Instructional Methods*

Instructional methods shall have a bias toward “project-based” instruction and will benefit from the alignment and seamless blending of academic courses with career, technical and agricultural education courses, the blending of high school with the rigor and expectations of college coursework, and the relevance resulting from the blending of public education with the priorities and expectations of business and industry. The secondary curriculum shall lead to both post-secondary curriculum choices and to work-based learning opportunities.

### *Student-Teacher Ratio*

The teacher-to-student ratio shall not exceed the allowable standards required in Glynn County High Schools.

### *Students Served (Including Special Needs, Disabled, Gifted/Talented)*

Students in grades 9-12 (ages 13-20) are the students who may be served with an emphasis on students in grades 10-12. In meeting the district’s requirement of providing “free and appropriate public education,” the Charter School shall enroll any student (including students with disabilities and ESOL students) 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 prohibited by law; provided, however, that the Charter School shall give enrollment preference to students who reside in the attendance zone. The charter school will not have a gifted/talented program, though students identified as gifted and talented will have the same chance of enrollment as other students.

### *Extracurricular Activities*

The Charter School will not offer extracurricular activities related to athletics or the arts, as such are already provided by the base high schools and outside the mission of the Charter School. The Charter School will house such Career and Technical Student Organizations (CTSOs) as deemed necessary and expedient by the Local Board and the Directors, considering the focus of the instructional program of the Charter School.

### *Credits and Graduation (Completion)*

The Charter School will not grant units or completion credentials. Those credits will be awarded as Carnegie Units and as High School Diplomas by the Glynn County High Schools in which each student is enrolled; i.e., courses taken at the Charter School will result in Carnegie Units being awarded to the student by a Glynn County High School. In addition, students shall be awarded technical certificates of credit, diplomas and/or associate degrees based on standards established by the Department of Technical and Adult Education [Technical College System of Georgia] and Coastal Georgia Community College [Altamaha Technical College]. Students will be encouraged to take High School and post-secondary dual-enrollment courses based on a “major” and career counseling provided by Glynn County High Schools, the Charter School and

post-secondary staff. Such counseling will be biased towards on-time completion of High School and the receipt, at a minimum, of a High School Diploma by each student. Charter School students will meet the same graduation requirements set by the Glynn County Board of Education as any other Glynn County High School student. The Charter School will not use its waiver to ease graduation requirements and will comply with the statewide graduation rule.

## STATE AND FEDERALLY MANDATED SERVICES

### ***Students with Disabilities***

Students with special needs and disabilities will be served by the Glynn County School System, as directed by the Local Board, with appropriate services provided at the Charter School by district staff in keeping with the Charter School's mission and the resources provided by the Local Board. Special education staff at the Charter School will collaborate with Special Education staff at the High Schools to meet individual student needs.

For students with disabilities, the Charter School will provide state and federally mandated services as follows: Related Vocational Instruction services shall be provided to assist students with Individualized Educational Programs (IEP), upon review by a committee including credentialed professionals from Glynn County Schools and representatives from the Charter School, to excel in the Charter School. The provision of these services will follow, at a minimum, district policies using district procedures.

### ***English Language Learners***

For English Language Learners (ESOL), the Charter School will provide state and federally mandated services by extending programs already offered at the base high schools in Glynn County, under the supervision of the Local Board.

### ***Compliance with Laws and Regulations***

The Charter School shall comply with all federal, state and local rules, regulations, court orders, and statutes relating to funding; 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 unlawful 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.

***Supplemental Educational Services and Remediation***

The Charter School will offer such supplemental educational services and remediation in required cases pursuant to SBOE Rule 160-4-5-.03 and 160-4-5-.01 as deemed necessary and expedient by the Local Board and the Directors, considering the focus of the instructional program of the Charter School.

## GOALS AND OBJECTIVES

The Charter School's performance-based goals will be the following:

1. The Charter School will cause Glynn County High Schools to exceed the majority of USDE benchmarks in Perkins's accountability measures annually during the term of this Agreement.
2. The Charter School will help Glynn County High Schools increase the number of students graduating annually who meet the requirements of the new State Graduation Rule. This improvement will be calculated by comparing the graduation rates of students who attend the Charter School against the average graduation rate of all Glynn County High School students who do not attend the Charter School. Since all students attending the Charter School are receiving diplomas from Glynn County High Schools, if the Charter School graduation rate exceeds the average of both High Schools, and if the Charter School graduation rate increases annually, the Charter School will be assumed to be helping increase Glynn County's High School graduation rate.
3. The Charter School will cause the percentage of Glynn County students dual-enrolled in career and technical post-secondary programs to increase by 2.5% per year during the term of this Agreement.
4. The Charter School will increase the number of Glynn County students in work-based learning programs by 2.5% per year during the term of this Agreement.

### *Public Interest and Improvement*

The above goals were considered and approved by a large number of community planners, as well as by the Local Board. Approval by these stakeholders indicates certainty on the part of the local planners and authorizers that the achievement of these goals is in the public interest.

Further, the planners and authorizers believe and hope that the achievement of these goals will help the community achieve other measures of individual, community and economic success.

## WAIVERS

Except for The Charter Schools Act of 1998 and O.C.G.A. 20-2-211(c) (fingerprinting and criminal background check), the Charter School shall be exempt from all Local Board of Education and State Board of Education Policies, Regulations, and Procedures and from provisions of Title 20 of the Official Code of Georgia Annotated that are in conflict with the provisions of this agreement, thus utilizing the broad flexibility from law, rule and regulation listed in O.C.G.A. § 20-2-2065(a). The Charter School will comply with all the requirements of the Single Statewide Accountability System.

### *Accountability Compliance*

The Charter School shall comply with all federal, state and local rules, regulations, court orders, and statutes relating to funding; 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 unlawful 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.

### *Exceeding Expectations*

The Charter School Board of Directors expects that the Charter School will exceed expectations, in part because of the flexibility granted by Georgia's Charter School Law and the above waiver. When considering approval of the annual report, the Directors will specifically ask the CEO to state whether or not the school has exceeded expectations, and if so, to what degree it has done so.

## ASSESSMENT METHODS

### *Student Performance Data Assessment Plan*

The Charter School will assess individual and aggregate student performance each semester using an accountability system approved by the Directors. This system will involve the creation of a database unique to the Charter School to track traditional student achievement measures (enrollment, grades, demographics, etc.) as well as measures of achievement not traditionally associated with academic success that are relevant to the Charter School's mission (standardized test scores, placement in work-based learning and college programs, etc.). The data will be available to administrators, counselors and teachers as they collaborate to enhance each student's success, and the data will be available to students and parents upon request as permitted by state law. The data will also be included in the report to be prepared and submitted to the State Board annually by October 1. This report will comply with all requirements set out in O.C.G.A. § 20-2-2067.1(c)(1)-(6), including all State-mandated assessment and accountability scores.

Since most students will attend the Charter School on a part-time basis and their base high school the remainder of the time, it is not possible to have a separate school code assigned by the state Department of Education. Students will be counted in the AYP report of their base schools; however, the CEO will report to the Directors the Charter School's impact on the district and its High Schools meeting AYP.

### *Cooperation on State-Mandated Assessments*

The Directors will consider this data annually as they assess the challenges and successes of the school, consider opportunities for continuous improvement of the Charter School, and prepare the state-mandated annual report.

The collection of student performance data will complement data collection methods and procedures used by Glynn County High Schools

### *Measuring Student Improvement and Achievement*

Assigning course credit, determining whether or not students meet graduation requirements, and granting of diplomas and technical certificates of credit will be the responsibility of Glynn County Schools and ~~Coastal Georgia Community College~~ [Altamaha Technical College].

### *Federal and State Accountability*

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

For accountability purposes, the Charter School will generate a separate report using the same test data and subgroups as the No Child Left Behind Accountability report for those students who attend the Charter School each year. The impact of the educational program of this charter school will not just affect the data of the charter school but is expected to impact the performance of the entire school system.

## SCHOOL OPERATIONS

### *Management*

The CEO is directly accountable to the Directors for the performance of the Charter School. The CEO's primary role shall be the continuous improvement of the partnership that creates the Charter School and of the programs included as a part of the Charter School. The CEO will be the only employee of the Charter School, with compensation and benefits determined by the Directors through agreements with the partners. The Directors may offer the CEO a multi-year contract. The CEO will have responsibility for managing the assets of the Charter School, which will be kept entirely separate from public funds audited by the school system and college. The CEO will also be accountable for the use of said public funds, but only to the extent that the CEO is involved by the public education partners in developing budgets, given authority to manage said funds, and given access to audit results regarding said funds.

The CEO shall have the assistance of, as direct reports, the following positions:

A Director of High School Programs who shall be directly responsible for secondary personnel, scheduling of classes, and such other duties as may from time to time be assigned by the CEO in consultation with the Glynn County School System.

An Administrative Assistant who has no other responsibilities for any partner and whose job description and work schedule will be determined by the CEO.

When the CEO and Superintendent agree fiscal resources are available, a Business-Community Director may be hired to be directly responsible for describing the Charter School to the business community, gathering the support of the business community, overseeing the Work-Based Learning Program, and such other duties as may from time to time be assigned by the CEO in consultation with the Glynn County School System.

The CEO shall also be assisted by a liaison who reports directly to ~~Coastal Georgia Community College~~ [Altamaha Technical College].

#### *Attendance Zone*

The attendance zone for the Charter School shall be the Glynn County School System. As well, if the Local Board reaches agreements with other local boards, representing local school systems, the attendance zone may be expanded to accommodate such agreements. Tuition and/or fees may apply to students attending through agreements with other local boards.

#### *Admissions Rules and Procedures and Enrollment Priorities*

The Charter School shall follow the admission policies of the Glynn County School System. Students shall enroll in the Charter School by enrolling in a Glynn County school. Selection will be based on providing preference to those previously enrolled. The Charter School shall not have its own separate enrollment.

#### *Racial And Socioeconomic Diversity*

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. The Charter School's recruitment plan (see below) will require the CEO to track and report to the Directors the Charter School's enrollment percentages by demographic groups and subgroups. The CEO and Directors will consider this information and, if the racial and socioeconomic diversity of the district is not substantially similar to the diversity of the Charter School's enrollment, will revise the recruitment plan to improve any and all necessary percentages.

### ***Recruiting Students And For Maintaining/Increasing Enrollment***

The CEO and Directors will cooperate with the authorizing districts and [Altamaha Technical] College to develop a recruitment plan that involves administrators, counselors, teachers, parents, business partners, alumni and students. The CEO will state current enrollment and enrollment trends in the annual report, as well as in interim reports at every meeting of the Directors. The Directors will hold the CEO accountable for enrollment levels. The CEO will establish and report to the Directors on recruitment priorities, including but not limited to students whose graduation is jeopardized because their high school programs of study will be incomplete without being admitted to attendance.

### ***Student Discipline And Student Dismissal***

The Charter School's rules and procedures concerning student discipline will be modeled after those created by Central Educational Center, as recommended by the Directors and approved by the Local Board. These rules and procedures will be established in light of the needs assessment and its focus on "Work Ethic." The community has asked the Charter School to make work ethic a primary focus, alongside curriculum, and the Charter School will respond. Since the Charter School is an extension of Glynn County High Schools, as previously described, there is no

“dismissal” but merely a prohibition against enjoying the use of the Charter School. In addition to following the student discipline rules and procedures of the Charter School, students will also be responsible for adhering to the discipline rules and procedures of their base High Schools. Administrators from the Charter School and the High Schools will communicate and collaborate on student discipline issues regularly and as needed.

### ***Grievances And Complaints***

The CEO will also be responsible for resolving grievances and conflicts. In the event that the CEO must recuse himself or herself from the process, the Directors may consider and resolve such grievances or conflicts.

### ***Employment Procedures And Policies***

The Glynn County School System will assist the CEO in the recruitment of secondary staff. The CEO shall be responsible for recommending to the Local Board personnel decisions as related to school system employees and shall report such decisions to the Directors. Hiring, compensation, evaluation, and termination of system employees are functions of the Local Board as recommended by the CEO and the Superintendent. The CEO shall be advised of personnel decisions made by Coastal Georgia Community College [Altamaha Technical College] and shall have discussions with the College about such decisions as practical.

Secondary teachers shall be employed on the payroll of the Glynn County School System with such salaries and benefits as may be provided to any comparable School System teachers. The Glynn County School System will assist in the recruitment, hiring, compensation, evaluation and termination of such teachers. The Glynn County School System

may not place or remove teachers or staff at the Charter School without providing notification and explanation to the CEO, which shall be written notice and explanation if requested by the CEO.

### *Certification*

Certification may not be a requirement for career technical teaching positions as long as appropriate work experience shall be substituted. Where appropriate work experience is substituted, and consistent with the Charter Schools Act, the Glynn County School System shall report each teacher to the State as if the teacher had at least a Bachelor Degree (if less than a Bachelor Degree is held by the teacher) plus appropriate years of work experience (up to the maximum years of experience upon which the State typically reimburses the Glynn County School System for teachers). Where an advanced degree is held by the non-certificated teacher, and consistent with Charter Schools Act, the Glynn County School System shall report each teacher to the State as having such a degree plus appropriate years of work experience. The State shall reimburse the Glynn County School System for the administrative position known as Director of High School Programs as being the High School Principal of the Charter School.

Personnel employed by ~~Coastal Georgia Community College~~ [Altamaha Technical College], and working at the Charter School, shall meet the requirements of the ~~Coastal Georgia Community College~~ [Altamaha Technical College] for employment. ~~Coastal Georgia Community College~~ [Altamaha Technical College] shall be responsible for recruitment, hiring, compensation, evaluation and termination of such teachers.

### *Salary Schedule*

Secondary teachers employed at the Charter School will be compensated with such salaries and benefits as may be provided to any comparable School System teachers through the district's salary schedule.

### *Fingerprinting And Background Checks*

All personnel employed at the Charter School shall be fingerprinted and have a criminal record check prior to employment.

### *Insurance*

Without waiving any protections afforded public school employees under the doctrine of sovereign immunity or as otherwise provided by law, the Charter School shall be insured as follows: The Glynn County School System shall provide all such insurance provided for any school in the Glynn County School System. In addition, Directors of the Charter School shall be made a part of liability insurance provided to members of the Local Board.

### *Transportation Services*

The Glynn County School System shall provide bus service between the high schools in Glynn County and the Charter School. Charter School students shall have access to this service, which will comply with applicable law. Students will also be allowed to drive to the center.

### *Food Services*

The Glynn County School System shall provide food service ~~at the Charter School and~~ at all high schools in Glynn County. Charter School students shall have access to such food service ~~either at the [their base] high schools, at the Charter School, or at their choice of either location.~~

## FACILITIES

### *Location*

The main facilities for the Charter School shall be located in that facility known as Golden Isles Career Academy, located on 4404 Glyngo Parkway, Brunswick, Georgia 31525 in the Brunswick-McBride Industrial Park. This facility will meet standards of the Local Board's facilities department and may be altered or expanded by the Charter School. Such alteration or expansion shall be in compliance with then existing occupancy rules and codes. Upon approval by the Directors and the Local Board, satellite facilities may be utilized for the operation of the Charter School when such facilities are in compliance with then existing occupancy rules and codes.

### *Ownership*

This facility is being constructed by the partnership on land owned by the Brunswick-Glynn County Development Authority (Exhibit I). ~~For purposes of obtaining grant funding from the Department of Technical and Adult Education, the property may be leased to Coastal Georgia Community College. If such a lease is executed, documentation of the lease will be provided to the state.~~ Prior to occupancy, the Development Authority intends to deed the property over to the Glynn County Board of Education.

### *Certificate of Occupancy Timeline*

A certificate of occupancy will be forwarded to the state prior to the school opening in ~~January~~ [August] 2009.

*Emergency Safety Plan*

The CEO shall prepare and the Directors shall evaluate and recommend to the Local Board a safety plan for the Charter School in accordance with O.C.G.A. § 20-2-1185 before the school opens in ~~January~~ [August] 2009. The plan will also be approved prior to this deadline by the Georgia Emergency Management Agency.

## PARENT AND COMMUNITY INVOLVEMENT

### *Developing Petition*

During the years 2005-2007, members of the community, parents and other interested parties were directly and substantially involved in developing this petition. Highlights of this involvement include the following:

A joint proclamation was signed on September 1, 2005 by the Brunswick-Golden Isles Chamber; the Glynn County Board of Education; Coastal Georgia Community College; Communities in Schools of Glynn County, Inc.; the Glynn County Board of Commissioners; and the City of Brunswick authorizing the partners to work together to create a “charter technical school” (see Exhibit V).

A community-based group (the “Steering Committee”) was formed in October 2005 as authorized by the joint proclamation to begin a replication of CEC.

A Georgia nonprofit corporation, Golden Isles Technical and Career Learning, Inc., was established in December 2005 to begin raising charitable contributions and to fund the planning work of the Steering Committee (see Articles and By-Laws in Exhibit II).

Golden Isles Technical and Career Learning, Inc. received a contract from the Glynn County Board of Commissioners to perform a needs assessment of local business and industry. That needs assessment survey (the “survey”) was developed by a Needs Assessment Subcommittee of the Steering Committee, was approved by the full Steering Committee in May

2006, and was promoted by a Marketing Subcommittee. The survey was administered online and via mail from May-July 2006 to gauge the community's desire for the inclusion of particular programs in Golden Isles Career Academy curriculum. Results are the basis for determining what career technical education programs Golden Isles Career Academy will include.

This charter was written by a Charter Authoring Subcommittee from August 2006 through January 2007, approved by the full Steering Committee in January 2007 and, after additional revisions, approved by the Glynn County Board of Education in May 2007. The charter was revised and approved by the Local Board ~~two~~ [three] more times – November 2007[,] ~~and~~ January 2008 [and March 2009].

### ***Ongoing Involvement***

Parents, members of the community and other interested parties will be involved in the school through changes and additions to Golden Isles Career Academy Board of Directors and by gathering data from the community, parents, students and faculty. In addition, Golden Isles Career Academy will market its programs directly to parents, students and business partners. Resulting enrollment figures of Golden Isles Career Academy will be compared against school system demographics for racial and socioeconomic subgroups to ensure that enrollment percentages substantially mirror school system enrollment demographics.

Additional data will be gathered through regular updates of the needs assessment, parent surveys, and student surveys – using protocols developed by CEC as a guide and authorized by the Directors.

## FISCAL FEASIBILITY AND CONTROLS

### *Autonomy*

The Charter School shall be an extension of the then-existing high school programs in Glynn County (for the purpose of gaining full FTE funding) and so, while a start-up, under the law as it currently exists, the Charter School planners have incorporated as Golden Isles Technical and Career Learning, Inc., a Georgia nonprofit corporation (see Articles of Incorporation and By-Laws in Exhibit II).

The financial policies, procedures and controls for public education funds spent by or on behalf of the Charter School shall be provided by the Glynn County School System and by ~~Coastal Georgia Community College~~ [Altamaha Technical College]. The Charter School shall be operated, within such financial policies, procedures and controls as a satellite location for the School System and for ~~the~~ [Altamaha Technical] College. Funds shall be distributed to the Charter School on a pro-rata basis based on the share of time a student attends the Charter School during the School day.

The Charter School has only been assigned such public education assets as are needed to operate according to its current Charter Agreement. Such assets are owned by the Glynn County School System or by ~~Coastal Georgia Community College~~ [Altamaha Technical College] for the specific benefit of the Charter School.

Exhibit IV provides for the budget for the full term of this Agreement, including: a monthly cash flow projection detailing revenues and expenditures for the first year of operation; spreadsheets

projecting cash flow statements, revenue estimates, budgets and expenditures on an annual basis for the five (5) years of the charter term; an estimate of all public and private dollars available per student; and an itemized list of working capital and assets, including cash, bonds and real estate.

The Local Board and the Charter School 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 not charge tuition or fees to any student except as may be authorized for local boards by O.C.G.A. § 20-2-133. Tuition and/or fees may be charged for after-school programs or students attending through agreements with other local boards.

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 and State Board to the extent necessary to provide an orderly return of the students to the their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board, the [Altamaha Technical] College, and/or State Board, whichever is appropriate, within 30 days of the day students no longer attend the charter school. Any furniture and

equipment purchased with public funds shall be delivered to the Local Board, [Altamaha Technical] College, and/or State Board, whichever is appropriate, within 30 days of the day students no longer attend the Charter School.

Neither the Local Board, [Altamaha Technical] College 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.

#### ***Audit***

Financial audits will be conducted annually by the Glynn County School System following procedures established by the Local Board and under the supervision of the Chief Financial Officer of Glynn County Schools.

#### ***Chief Financial Officer***

No school in the Glynn County School System has a separate Chief Financial Officer; instead, all schools are served by the system's CFO, who is a CPA. In the same manner, the school system CFO will serve as the default CFO for the Charter School's K-12 revenue and expenses.

#### ***Enrollment Count***

The Annual Funding Amount and Per-Pupil Allocation: The State Board will allow the Charter School to report its FTE as an extension of high schools in Glynn County for the purpose of gaining full FTE funding. Funding amounts and per-pupil allocations shall be the same as those provided to all Glynn County high school students and shall be allocated to the Charter School based on the pro-rata share of the school day the student attends the Charter School.

### ***Funding Timeline***

The Charter School shall operate according to the budget attached hereto as Exhibit IV and as such budget may from time to time be revised by the Local Board. Such budget includes secondary program dollars provided by the Glynn County School System.

The Glynn County School System will handle all payroll for secondary employees and so the Charter School, will, of necessity, be paid from both State and Local Boards as is any other Glynn County school.

### ***Federal Funds Monitoring***

The Charter School will be accountable for the spending of federal funds through the Glynn County School System.

### ***Other Funding Sources***

The Directors have received IRS 501(c)(3) status in order to accept charitable contributions from private individuals, foundations, and other organizations. The CEO and Directors will use these assets to create and manage an endowment to support the Charter School's operations and its pursuit of continuous improvement of the Charter School's programs and partnership.

## GOVERNANCE STRUCTURE

### *Governing Board*

The Charter School shall utilize a policymaking board – specifically the nonprofit Board of Directors.

### *Open and Public Meetings and Public Records*

The Directors 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. § 50-18-70 et seq. (Inspection of Public Records).

### *Control and Management*

The Directors will be the governing body of the Charter School, subject to the control and management of the Local Board, and subject to the spirit of the partnership among Coastal Georgia Community College [College of Coastal Georgia] [and Altamaha Technical College]; among local business and industry as represented by the Brunswick-Golden Isles Chamber of Commerce and the Brunswick-Glynn County Development Authority; and among the community as represented by Communities in Schools of Glynn County, Inc., the Glynn County Board of Commissioners, and the City of Brunswick. The spirit of the partnership is partially defined as being such that no partner(s) mentioned above may interfere with the legal right or obligation of the Directors to execute duties required or permitted by O.C.G.A. § 14-3-101 et seq. (Georgia Nonprofit Corporation Code).

The Charter School Board of Directors will operate as a subordinate body of the Glynn County School Board. As such it will adopt the Liability and Bonding procedures in place for the School Board. Insurance policies will be extended to provide for like coverage. The Glynn County

School System will extend liability coverage to school system employees as it does for all other schools within its system. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board or State Board to any third party except as properly authorized to do so.

### ***Board Functions, Duties, Composition***

The composition of the board shall be as follows:

- Two parents (one parent from each of the existing high schools)
- Two business representatives (one representing the Brunswick-Golden Isles Chamber of Commerce and one representing the Brunswick-Glynn County Development Authority)
- ~~Two~~ [Three] education representatives (one representing Glynn County School System, and one representing ~~Coastal Georgia Community College~~ [College of Coastal Georgia], [and one representing Altamaha Technical College])
- ~~One~~ [Two] representative[s] at-large

The Directors shall meet at least six times annually in regularly scheduled session. The Directors shall, at such meetings, and in such other sessions as may be called from time to time, focus on the achievement of the measurements indicated in this Agreement. As well, the Directors shall focus on the establishment and enforcement of Charter School policies and the development and achievement of strategic objectives. The Directors and the Superintendent shall be responsible for the selection and annual evaluation of the CEO and shall inform the Local Board of such decisions.

***Board Selection, Service, Removal***

The CEO and high school principals shall be responsible to nominate parents to the Board of Directors. Nominations shall be approved by the Superintendent and CEO and then by a majority vote of the Directors.

The Brunswick-Golden Isles Chamber of Commerce shall be responsible to nominate a business representative to the Board of Directors. Nominations shall be approved by the Superintendent and CEO, and then by a majority vote of the Directors.

The Brunswick-Glynn County Development Authority shall be responsible to nominate a business representative to the Board of Directors. Nominations shall be approved by the Superintendent and CEO, and then by a majority vote of the Directors.

The Superintendent of the Glynn County School System with the approval of the Local Board shall be responsible to nominate a representative to the Board of Directors. The CEO shall approve the nomination and present it to the Board of Directors for approval by a majority vote. The Superintendent shall not self-nominate.

The President[s] of ~~Coastal Georgia Community College~~ [College of Coastal Georgia and Altamaha Technical College] shall be responsible to nominate a representative[s] to the Board of Directors. The Superintendent and CEO shall approve the nomination[s] and present # [them] to the Board of Directors for approval by a majority vote. The President[s] shall not self-nominate.

The CEO shall be responsible to nominate ~~an~~ [two] at-large representative[s] to the Board of Directors. The Superintendent shall approve the nomination[s] [which will then be ~~and present~~ presented] it to the Board of Directors for approval by a majority vote. The CEO shall not self-nominate.

Upon approval of this charter, Directors shall be nominated for approval at the earliest possible time. ~~Prior to the hiring of a CEO, the CEO's responsibility in the above selection process shall be the responsibility of the public/private Steering Committee and the Superintendent, who shall approve the nominations and elect the Directors. Upon establishment of the Board of Directors, these Directors shall succeed the existing Directors of Golden Isles Technical and Career Learning, Inc.~~

~~Staggered terms will be established as follows for this first election only: One parent representative, one business representative, and one public education representative will be selected by lottery to serve a two-year term. The remaining four Directors will serve three-year terms. After this establishment of staggered terms, [A]all Directors shall serve two-year terms.~~

The term limit for parents shall extend for four years as long as the parents have children who attend the Charter School. The term limit for business representatives shall extend for six years. The term limit for educators shall extend for four years.

Officers of the Directors shall be elected ~~at the first meeting, or after the first year,~~ at the August meeting during which new Board members are joining the Board. Officers shall serve for a one-year term and can succeed themselves for one additional year. Following a year not serving as an

officer, a previously elected officer can be re-nominated to serve in an officer role. There shall be a Chair, a Vice-Chair, and a Recording Secretary elected among officers of the Directors.

~~At the first meeting of the Directors following the commencement period of this~~

~~Agreement, the~~ Directors shall adopt By-laws that shall describe the duties of

the officers and such other particulars as deemed relevant by the Directors as long as

such By-laws are consistent with this Agreement. Among other things, the By-laws

shall describe cause for removing a Director, a process for accepting the resignation of

a Director, and ways to replace such Directors. In all cases, the above-described

nominating process shall be utilized, as possible, in replacing Directors who have been

removed or resigned.

### *Conflicts of Interest*

As an extension of the existing high school program in Glynn County, the Charter School will be considered in partnership with all schools under the control and management of the Local Board,

especially of middle schools and high schools. The Charter School will also be considered in

partnership with all the organizations listed in the first paragraph of this agreement, and of every

business or industry associated with said organizations. As the mission of the school is “to

ensure a viable 21<sup>st</sup> century workforce” for these partners and for the community, every entity

considered a partner will be expected and encouraged to participate in programs and policy-

making that impact that mission, and no partner will be considered under a conflict of interest so

long as the benefits provided by any program or policy of the Charter School benefit multiple

partners and help achieve the above mission.

### ***Upholding Mission and Vision***

The Directors will focus on the achievement of the measurements indicated in this Agreement.

### ***Performance Appraisal***

The Directors shall be responsible for the selection of the CEO upon the recommendation of the Executive Board. The Executive Board shall be responsible for the annual evaluation of the CEO.

### ***Effective Organizational Planning And Financial Stability***

The Directors shall focus on the establishment and enforcement of Charter School policies and the development and achievement of strategic objectives.

### ***Grievance and Conflict Resolution***

The CEO will be responsible for resolving grievances and conflicts. In the event that the CEO must recuse himself or herself from the process, the Directors may consider and resolve such grievances or conflicts.

### ***Stakeholder Involvement***

The Directors will represent the Charter School's stakeholders, and those stakeholders may petition to address the Directors during any Board meeting, following the adopted procedures of the Directors.

### ***Business Arrangements***

As a non-profit Board, the Directors will be able to make any legal and/or contractual arrangements as are made by a typical non-profit business.

### ***Conflict Resolution With Local Board***

In the event that a grievance or conflict involves the Local Board, the parties will pursue a resolution that considers that the Local Board retains control and management over the Directors and the Charter School; however, the Local Board will also consider the spirit of the partnership.

### ***Education Management Agency Contract***

The Charter School will not contract with for-profit educational management agencies to manage all or part of the operations of the Charter School. The Directors may enter into agreements with the partners listed in the first paragraph of this agreement to assist with the funding and maintenance of the Charter School's facilities and operations.

## ANNUAL REPORT

The Charter School shall, by October 1, submit an annual report that includes all State-mandated assessment and accountability scores and complies with all requirements set out in O.C.G.A. § 20-2-2067.1(c)(1)-(6). The report will also be made available to the community and all stakeholders.

ATTACHMENTS/APPENDICES

*Exhibit I - Ownership Documents*

*Exhibit II - Articles of Incorporation and By-Laws*

*Exhibit III - Annual Calendar and Daily Schedule*

*Exhibit IV - Budget Documents (Year One Monthly Cash Flow and Five Year Budget Projections)*

*Exhibit V - September 2005 Joint Proclamation*

*Exhibit I*  
*Ownership Documents*



declaration was amended by that certain agreement between the Grantor herein and Glynco-McBride Development Associates dated January 22, 1980, recorded in the said public records at Deed Book 21-R, Page 221; and (b) such easements for public utility and drainage purposes as may encroach upon the said property, to include but not be limited to that certain easement from the Grantor herein to Atlanta Gas Light Company dated April 21, 1981, recorded in said public records at Deed Book 22-Q, Page 377.

AND, the Grantor hereby warrants and will forever defend unto the Grantee, its successors and assigns, the right and title hereby conveyed in and to the real property above described, as against the lawful claims and demands of all persons whomsoever, except as to said declaration, as amended, and said easements as hereinabove set out.

IN WITNESS WHEREOF, the Grantor, acting by and through its duly authorized officers, has hereunto signed, sealed and delivered these presents on this the day and year first above written.

822

GLYNN DEVELOPMENT AUTHORITY

BY: William D. Orshaley

Its: Chairman

ATTEST: William D. Orshaley

Its: Secretary

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of

William D. Orshaley  
Witness

William D. Orshaley  
Notary Public, PUBLIC GLYNN COUNTY, GA.  
County, MY COMMISSION EXPIRES

(NOTARIAL SEAL)

My commission expires: 7/3/91

EXHIBIT "A"

TRACT NUMBER 1:

All of that certain lot, tract or parcel of land situate, lying and being in Glynn County, Georgia, and being a portion of that real property conveyed by the United States of America to Grantor by instrument dated January 26, 1978, and on record in the public real estate records of Glynn County, Georgia, in Deed Book 20-F, page 243, commonly known as Glyneo Industrial Park, and more particularly described as follows:

PARCEL A

823

To locate the point of beginning, proceed from the intersection of the northern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) with the eastern right-of-way of Ethridge Drive North 65 degrees 08 minutes 59 seconds East along the northern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) a distance of 1768.83 feet to a point; thence South 24 degrees 51 minutes 0 seconds East a distance of 100.00 feet to Monument "B-1" which is the point of beginning; thence South 00 degrees 00 minutes 52 seconds West a distance of 5.04 feet to Monument "G"; thence South 53 degrees 24 minutes 00 seconds East a distance of 981.93 feet to Monument "B-2"; thence North 36 degrees 16 minutes 00 seconds East a distance of 1,022.62 feet to Monument "B-3"; thence South 59 degrees 19 minutes 05 seconds East a distance of 834.93 feet to Monument "B-4"; thence North 37 degrees 24 minutes 45 seconds East a distance of 2295.76 feet to Monument "B-5" located on the southern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive); thence South 55 degrees 08 minutes 59 seconds West along the southern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) a distance of 3,870.87 feet to Monument "B-1" which is the point of beginning; said parcel of land contains 50.37 acres.

PARCEL B

To locate the point of beginning proceed from the intersection of the northern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) with the eastern right-of-way of Ethridge Drive North 00 degrees 01 minutes 39 seconds East a distance of 125.00 feet to a concrete monument "A-1" which is the point of beginning; thence North 00 degrees 10 minutes 39 seconds East along the eastern right-of-way of Ethridge Drive a distance of 823.27 feet to Monument "A-2" which is a point of curvature; thence 272.25 feet along the arc of a curve having a delta of 25 degrees 03 minutes 45 seconds, a tangent of 138.14 minutes, and a radius of 522.38 feet to Monument "A-3" which is a point of tangency; thence North 24 degrees 53 minutes 05 seconds West along the eastern right-of-way of Ethridge Drive a distance of 931.45 feet to Monument "A-4"; thence North 65 degrees 06 minutes 55 seconds East a distance of 2,064.76 feet to Monument "A-5"; thence North 49 degrees 11 minutes 29 seconds East a distance of 2,137.47 feet to Monument "A-6" which is a point of curvature on the southern right-of-way of Sidney Lanier Drive (formerly known as Grant Drive); thence

191.49 feet along the arc of a curve having a delta of 09 degrees 15 minutes 25 seconds, a tangent of 95.95 feet and radius of 1185.81 feet to Monument "A-7" which is the point of tangency; thence North 89 degrees 59 minutes 25 seconds East along the right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) a distance of 1,209.86 feet to Monument "A-8" which is a point of curvature; thence 176.38 feet along the arc of a curve having a delta of 37 degrees 09 minutes 23 seconds, a tangent of 91.41 feet, and a radius of 271.97 feet to Monument "A-9" which is a point of tangency; thence South 52 degrees 51 minutes 12 seconds East along the right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) a distance of 1,298.97 feet to Monument "A-10" which is a point of curvature; thence 101.10 feet along the arc of a curve having a delta of 79 degrees 06 minutes 47 seconds, a tangent of 60.48 feet and a radius of 73.22 feet to Monument "A-11"; thence South 26 degrees 15 minutes 35 seconds West along the right-of-way of Grant Drive a distance of 1,051.02 feet to Monument "A-12" which is a point of curvature; thence 158.32 feet along the arc of a curve having a delta of 38 degrees 53 minutes 24 seconds, a tangent of 82.35 feet, and a radius of 233.26 feet to Monument "A-13" which is a point of tangency; thence South 65 degrees 08 minutes 59 seconds West along the right-of-way of Sidney Lanier Drive (formerly known as Grant Drive) a distance of 5,483.92 feet to Monument "A-14" which is a point of curvature; thence 159.79 feet along the arc of a curve having a delta of 115 degrees 01 minutes 41 seconds, a tangent of 125.00 feet, a radius of 79.59 feet to Monument "A-1" which is the point of beginning. Said described parcel of land contains 300.28 acres.

824

LESS AND EXCEPT THEREFROM a parcel of land containing 20.0 acres previously conveyed to the City of Brunswick, Georgia, for a sewage treatment plant, said parcel more particularly described as follows:

Starting at a nail and cap at the intersection of center line of Sidney Lanier Drive (formerly known as Grant Drive) and paved road leading to Sewage Treatment Plant, and having a "Y" coordinate of 454,823.79 and an "X" coordinate of 722,555.98; thence running North 23 degrees 13 minutes 01 seconds West a distance of 388.32 feet to a point; thence running North 40 degrees 33 minutes 01 seconds West a distance of 658.10 feet to a point; thence running North 20 degrees 20 minutes 59 seconds East a distance of 205.40 feet to an iron pipe and point of beginning, having a "Y" coordinate of 455,873.29 and an "X" coordinate of 722,046.49; thence running North 70 degrees 37 minutes 01 seconds West for a distance of 57.00 feet to an iron pipe; thence North 19 degrees 22 minutes 51 seconds East for a distance of 1124.13 feet to an iron pipe; thence running South 70 degrees 37 minutes 01 seconds East for a distance of 775.00 feet to a point and center line of a Canal or ditch; thence running South 19 degrees 22 minutes 51 seconds West along center line of said Canal for a distance of 1124.13 feet to a point; thence running North 70 degrees 37 minutes 01 seconds West for a distance of 718.00 feet to an iron pipe and point of beginning.

**TRACT NUMBER 2:**

All of that certain lot, tract or parcel of land situate, lying and being in Glynn County, Georgia, and being a portion of that real property conveyed by the United States of America to Grantor by instrument dated January 26, 1978, and on record in the public real estate records of Glynn County, Georgia, in Deed Book 20-F, Page 243, commonly known as Glynco Industrial Park, and being further described according to that certain limited warranty deed from Glynco-McBride Development Associates to Glynn Development Authority dated April 1, 1985, recorded in the public records of Glynn County, Georgia, at Deed Book 25-Y, Page 473, as follows:

TO FIND THE POINT OF BEGINNING, commence at a point which is the point of intersection of the easterly margin of the 120-foot right-of-way of Ehrbridge Drive with the southerly margin of the 130-foot right-of-way of Glynco Parkway; with said point of intersection as the POINT OF BEGINNING, proceed north 65 degrees 06 minutes 55 seconds east along the southerly margin of the Glynco Parkway for a distance of 508.00 feet to a point marked by a concrete monument; thence proceed south 24 degrees 53 minutes 05 seconds east for a distance of 536.4 feet to a point marked by a concrete monument; thence proceed south 65 degrees 06 minutes 55 seconds west for a distance of 508.00 feet to a point marked by a concrete monument; thence proceed north 24 degrees 53 minutes 05 seconds west for a distance of 536.40 feet to the point of beginning, as shown on a plat of survey entitled "Conveyance from Glynn Development Authority to Glynco-McBride Development Associates" dated January 18, 1985, and revised March 21, 1985, which plat of survey was prepared by James L. Conine, Georgia Registered Land Surveyor No. 1545, said parcel containing 6.26 acres.

825

EXCEPTED, HOWEVER, from the real property described in TRACT NUMBER 1 and TRACT NUMBER 2, above, are the tracts described and conveyed in the following conveyances:

- (a) One from Glynn Development Authority to Sosner Tap & Tool Corp, dated May 1, 1978, recorded in said public records at Deed Book 20-K, Page 700.
- (b) One from Glynn Development Authority to Paul Payne and Evelyn Payne dated August 7, 1978, recorded in said public records at Deed Book 20-P, Page 909.
- (c) One from Glynn Development Authority to Joseph A. McBride dated October 11, 1978, recorded in said public records at Deed Book 20-T, Page 435.
- (d) One from Glynn Development Authority to J. Navins McBride and Frank Hellmann, as Nominees for Glynco-McBride Development Associates, dated January 22, 1980, recorded in said public records at Deed Book 21-R, Page 223.
- (e) One from Glynn Development (sic) Authority to Glynn County, undated in the caption, executed March 5, 1982, recorded June 13, 1980 in said public records at Deed Book 21-X, Page 833, conveying the right-of-way for the Glynco Parkway.
- (f) One from Glynn Development Authority to Glynco-McBride Development Associates dated April 3, 1985, recorded in said public records at Deed Book 25-Y, Page 477.

(g) One from Glynn Development Authority to Glynco-McBride Development Associates dated April 3, 1985, recorded in said public records at Deed Book 25-Y, Page 482; this instrument is a "Corrective Warranty Deed", the purpose of which is to correct the description in that certain deed between these parties, dated February 5, 1982, recorded in said public records at Deed Book 22-Z, Page 138.

(h) One from Glynn Development Authority to MAP International dated April 3, 1985, recorded in said public records at Deed Book 25-Y, Page 487.

(i) One from Glynn Development Authority to Glynco-McBride Development Associates dated April 3, 1985, recorded in said public records at Deed Book 25-Y, Page 491.

(j) One from Glynn Development Authority to Applied Glass Technology, Inc., dated November 22, 1985, recorded in said public records at Deed Book 26-T, Page 755.

Reference is hereby made to said deeds and to the record of each for further purposes of description and identification and for all other purposes.

826



*Exhibit II*  
*Articles of Incorporation and By-Laws*

ARTICLES OF INCORPORATION  
OF  
GOLDEN ISLES TECHNICAL AND CAREER LEARNING, INC.

ARTICLE ONE

Name

The name of the corporation is:

**GOLDEN ISLES TECHNICAL AND CAREER LEARNING, INC.**

ARTICLE TWO

Perpetual Duration

The corporation shall have perpetual duration.

ARTICLE THREE

Nonprofit Corporation and Charitable Purposes

The corporation shall be a nonprofit corporation under the provisions of the Georgia Nonprofit Corporation code. It shall be organized, and at all times thereafter operated, exclusively for public charitable uses and purposes within the meaning of Section 501(c)(3) of the Internal Revenue code. In furtherance of such purposes, the corporation shall have full power and authority:

- (a) To operate an organization designed to provide a seamless blend of academics with career and technical education and skills to better serve the Glynn County community;

- (b) To make distributions for such purpose and for other charitable purposes;
- (c) To make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code;
- (d) To receive and accept property, whether real or personal, by way of gift, bequest or devise, from any person, firm, trust or corporation, to be held, administered and disposed of in accordance with and pursuant to the governing instruments of the corporation, as the same shall be amended from time to time; and
- (e) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code (within and subject to the limitations of Section 501(c)(3) of the Internal Revenue Code).

The corporation shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth in this Article Three and as are exclusively charitable and are entitled to charitable status under Section 501(c)(3) of the Internal Revenue Code.

#### ARTICLE FOUR

##### Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary gain or profit. In this regard:

(a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any director, officer, or Director of the corporation, or any other private person; but the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes as set forth in Article Three hereof.

(b) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code; or

(ii) By a corporation, contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the corporation, and all authority and operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

## ARTICLE FIVE

### Board of Directors

The Board of Directors shall have general charge of the affairs and any property and assets of the corporation. It shall be the duty of the Directors to carry out the purposes and functions of the corporation. The Directors shall be elected in accordance with the Bylaws of the corporation and shall have the powers and duties set forth in these Articles of Incorporation and in the Bylaws, to the extent that such powers and duties are not inconsistent with the status of the corporation as a nonprofit corporation which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

## ARTICLE SIX

### Members

The Board of Directors of the corporation shall have the power to admit members to the corporation in such manner, subject to such qualifications, and upon such terms and conditions and with such rights and privileges as may be provided from time to time in the Bylaws of the corporation and as are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

ARTICLE SEVEN

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for public charitable uses and purposes as shall at the time qualify as exempt from taxation under section 501(c)(3) of the Internal Revenue Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE EIGHT

Registered Office and Registered Agent

The initial registered office of the corporation shall be at 777 Gloucester Street, Suite 401, P.O. Box 1396, Brunswick, Georgia 31520. The initial registered agent of the corporation at such address shall be James A. Bishop, Sr.

ARTICLE NINE

Principal Office

The mailing address of the initial principal office of the corporation is 777 Gloucester Street, Suite 401, P.O. Box 1396, Brunswick, Georgia 31520.

ARTICLE TEN

Definitions

- (a) For purposes of these Articles of Incorporation, "charitable purposes" include charitable, religious, educational, literary, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, contributions for which are deductible under section 170(c)(2) of the Internal Revenue Code. All references in these Articles of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.
- (b) For purposes of these Articles of Incorporation, the term "Director" or "Directors" or "Board of Directors" shall be equivalent to the corresponding term "director" or "directors" or "Board of Directors," as provided in the Georgia Nonprofit Corporation Code.

ARTICLE ELEVEN

Incorporator

The name and address of the Incorporator are as follows:

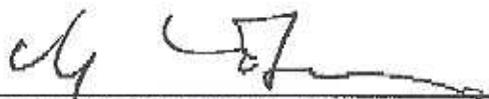
Henry L. Bowden, Jr.  
The Bowden Law Firm  
191 Peachtree Street N.E., Suite 849  
Atlanta, Georgia 30303

ARTICLE TWELVE

Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the Directors then in office.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, this 14<sup>2</sup> day of December, 2005.

  
HENRY L. BOWDEN, JR.  
Incorporator

The Bowden Law Firm  
191 Peachtree Street N.E., Suite 849  
Atlanta, Georgia 30303  
(404) 523-8337

SECRETARY OF STATE  
2005 DEC 14 P 3:57  
CORPORATIONS DIVISION

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

CONTROL NUMBER: 0584927  
EFFECTIVE DATE: 12/14/2005  
JURISDICTION : GEORGIA  
REFERENCE : 0089  
PRINT DATE : 12/30/2005  
FORM NUMBER : 311

THE BOWDEN LAW FIRM  
HENRY L. BOWDEN, JR.  
191 PEACHTREE ST. - STE 849  
ATLANTA, GA 303031747

**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

**GOLDEN ISLES TECHNICAL AND CAREER LEARNING, 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*

Cathy Cox  
Secretary of State

## BYLAWS

### OF

## GOLDEN ISLES TECHNICAL AND CAREER LEARNING, INC.

Incorporated under the laws of the State of Georgia

### ARTICLE ONE

#### Name, Location and Offices

1.1 Name. The name of this corporation shall be "GOLDEN ISLES TECHNICAL AND CAREER LEARNING, INC."

1.2 Registered Office and Agent. The corporation shall maintain a registered office in the State of Georgia and shall have a registered agent whose address is identical with the address of such registered office, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

1.3 Other Offices. The principal office of the corporation shall be located in Brunswick, Georgia. The corporation may have other offices at such place or places, within or outside the State of Georgia, as the Board of Directors may determine from time to time or the affairs of the corporation may require or make desirable.

### ARTICLE TWO

#### Purposes and Governing Instruments

2.1 Nonprofit Corporation. The corporation shall be organized and operated as a nonprofit corporation under the provisions of the Georgia Nonprofit Corporation Code.

2.2 Charitable Purposes. The corporation is organized and operated, as set forth in the Articles of Incorporation, for purposes that are exclusively charitable within the meaning of section 501(c)(3) of the Internal Revenue Code. The corporation shall have no capital stock and no shareholders, and no part of the net earnings, income or profit of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or any other private individual except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its charitable and educational purposes. In furtherance of such purposes, the corporation shall have full power and authority:

- (a) To operate an organization designed to provide a seamless blend of academics with career and technical education and skills to better serve the Glynn County community;
- (b) To make distributions for such purpose and for other charitable purposes;
- (c) To make distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code;
- (d) To receive and accept property, whether real or personal, by way of gift, bequest or devise, from any person, firm, trust or corporation, to be held, administered and disposed of in accordance with and pursuant to the governing instruments of the corporation, as the same shall be amended from time to time; and
- (e) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the corporation, as set forth in the articles of incorporation and these bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code (within and subject to the limitations of section 501(c)(3) of the Internal Revenue Code).

2.3 Governing Instruments. The corporation shall be governed by its articles of incorporation and its bylaws.

### ARTICLE THREE

#### Board of Directors

##### 3.1 Authority and Responsibility of the Board of Directors.

- (a) The supreme authority of the corporation and the government and management of the affairs of the corporation shall be vested in the Board of Directors; and all the powers, duties and functions of the corporation conferred by the articles of incorporation, these bylaws, state statutes, common law, court decisions or otherwise, shall be exercised, performed or controlled by the Board of Directors.
- (b) The governing body of the corporation shall be the Board of Directors. The Board of Directors shall have supervision, control

and direction of the management, affairs and property of the corporation; shall determine its policies or changes therein; and shall actively prosecute its purposes and objectives and supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are inconsistent with the articles of incorporation and these bylaws; and the fundamental and basic purposes of the corporation, as expressed in the articles of incorporation and these bylaws, shall not be amended or changed.

- (c) The Board of Directors shall not permit any part of the net earnings or capital of the corporation to inure to the benefit of any member, director, officer, Director or other private person or individual.
- (d) The Board of Directors may, from to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the corporation.
- (e) The Board of Directors is authorized to employ such person or persons, including an executive director or officer, attorneys, Directors, agents and assistants, as in its judgment are necessary or desirable for the administration and management of the corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons.

3.2 Initial and Regular Boards of Directors. The initial directors of the corporation shall be:

Tony Thaw  
Laura Cross  
Walter McNeely  
Jon Langford  
Jim Gilbert  
Carlton DeVoight  
Tony Sammons

At the organizational meeting of the initial Board of Directors or at a meeting held as soon thereafter as reasonably possible, the initial directors shall elect a regular Board of Directors, to consist of the President, the Executive Director and the Secretary of the corporation, together with such other Directors as may be elected by the affirmative vote of a majority of the initial Directors in accordance with these bylaws. There shall

be not less than five (5) nor more than twenty-four (24) directors on the regular Board of Directors, which number shall include the President, the Executive Director and the Secretary of the corporation, who shall be directors by virtue of their holding such offices. Subject to the limitation of the foregoing sentence, the Board of Directors is authorized to fix the precise number of Directors by resolution adopted from time to time by a majority of all the directors then in office.

3.3 Manner of Election and Term of Office. Except as provided in Section 3.2 above or as provided otherwise by the Board of Directors, the regular directors shall be elected at the annual meeting of the Board of Directors of the corporation by a vote of the Directors as provided in Article Four of these bylaws. Each Director shall take office as of the close of such annual meeting and shall continue in office until his or her successor has been elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal. There shall be no limitation on the number of successive terms of office for which a Director may serve.

3.4 Removal. Any Director may be removed either for or without cause at any regular, special or annual meeting of the Board of Directors, by the affirmative vote of a majority of all the Directors then in office if notice of intention to act upon such matter shall have been given in the notice calling such meeting. A removed Director's successor may be elected at the same meeting to serve the unexpired term.

3.5 Vacancies. Any vacancy in the Board of Directors arising at any time and from any cause, including without limitation the authorization of an increase in the number of Directors, may be filled for the unexpired term at any meeting of the Board of Directors by vote of a majority of the Directors then in office. Each Director so elected shall hold office until the election at the annual meeting of the Board of Directors and the qualification of his or her successor.

3.6 Compensation. No Director of the corporation shall receive, directly or indirectly, any salary, compensation or emolument therefrom as such Director or in any other capacity. However, nothing contained herein shall be construed to prevent any Director from serving the corporation in any other capacity and receiving reasonable compensation for services rendered in furtherance of the purposes and functions of the corporation.

## ARTICLE FOUR

### Meetings of Board of Directors

4.1 Place of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Georgia as set forth in the notice thereof or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the corporation.

4.2 Annual Meeting; Notice. The annual meeting of the Board of Directors shall be held at the principal office of the corporation or at such other place as the Board of Directors shall determine on such day and at such time as the Board of Directors shall designate. Unless waived as contemplated in Section 5.2 hereof, notice of the time and place of such annual meeting shall be given by the Secretary personally, by telephone, by mail, by facsimile transmission or by telegram not less than ten (10) nor more than fifty (50) days before such meeting.

4.3 Regular Meetings; Notice. Regular meetings of the Board of Directors may be held from time to time between annual meetings, at such times and at such places as the Board of Directors may designate by resolution, without notice of the date, time, place or purpose of any such meeting.

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by or at the request of the President or by any two of the Directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the Secretary personally, by telephone, by mail, by facsimile transmission or by telegram at least twenty-four (24) hours before such meeting.

4.5 Waiver. Attendance by a Director at a meeting shall constitute waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called. See also Article Five ("Notice and Waiver").

4.6 Quorum. At meetings of the Board of Directors, a majority of Directors then in office shall be necessary to constitute a quorum for the transaction of business.

4.7 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of a majority of the Directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors.

4.8 Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by not less than a majority of Directors then in office. Such consent shall have the same force and effect as a majority vote at a meeting duly called. The signed consent, or a signed copy, shall be placed in the minute book.

4.9 Telephone and Similar Meetings. Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of

objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

4.10 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the Directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

4.11 Proxies. Except where proscribed by applicable law, a Director may vote in person or by proxy executed in writing by the Director or by his or her attorney-in-fact. A proxy shall not be valid after eleven (11) months from the date of its execution, unless a longer period is expressly stated therein.

## ARTICLE FIVE

### Notice and Waiver

5.1 Procedure. Whenever these bylaws require notice to be given to any Director, the notice shall be given in accordance with this Section 5.1. Notice under these bylaws shall be in writing unless oral notice is reasonable under the circumstances. Any notice to Directors may be written or oral. Notice may be communicated in person, by telephone, telegram or facsimile transmission or by other form of wire or wireless communication; or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. Written notice, if in a comprehensible form, is effective at the earliest of the following:

- (a) When received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;
- (b) Five days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed; or
- (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Oral notice is effective when communicated if communicated in a comprehensible manner. In calculating time periods for notice, when a period of time measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of

any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

5.2 Waiver. A Director may waive any notice before or after the date and time stated in the notice. Except as provided herein, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

## ARTICLE SIX

### Board of Advisors

6.1 Appointment. The Board of Directors may appoint such persons as it reasonably deems necessary or desirable to act as the Board of Advisors of the corporation. To the extent possible, the Board of Advisors should consist of individuals whose integrity, capability, experience, knowledge of the communities and institutions served by the corporation and community standing will help the Board of Directors carry out its function. The number of persons appointed to constitute the Board of Advisors shall be determined in the sole discretion of the Board of Directors.

6.2 Purpose. It shall be the function and purpose of the Board of Advisors to advise the Board of Directors on matters relating to the business and affairs of the corporation, and to suggest or be available for consultation with regard to projects or activities which the corporation may undertake, consistent with its exempt purposes, in furtherance of its goals and objectives.

## ARTICLE SEVEN

### Officers

7.1 Number and Qualifications. The officers of the corporation shall consist of an Executive Director, a President, a Secretary and a Treasurer. The Board of Directors may from time to time create and establish the duties of such other officers or assistant officers as it deems necessary for the efficient management of the corporation, but the corporation shall not be required to have at any time officers other than an Executive Director, a President, a Secretary and a Treasurer. Any two (2) or more offices may be held by the same person. The corporation may have Co-Presidents.

7.2 Election and Term of Office. The officers of the corporation, other than the Executive Director, shall be elected by the Board of Directors and shall serve for terms of one (1) year and until their successors have been elected and qualified, or until their earlier death, resignation, removal, retirement or disqualification. The Executive Director shall be an employee of the corporation, shall be elected by the Board of Directors and shall serve for such period of time as the Executive Director and the Board of Directors shall agree.

7.3 Other Agents. The Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office during the pleasure of the board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

7.4 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever the Board of Directors determines, in its judgment, that the best interests of the corporation will be served thereby. However, any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed.

7.5 Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term at any meeting of the Board of Directors.

7.6 Executive Director. The Executive Director shall be the principal executive officer of the corporation and shall be responsible for the day-to-day operations of the corporation. The Executive Director shall serve on the Board of Directors and also serve as a voting member, ex officio, of any and all committees of Directors. He or she shall be authorized to sign checks, drafts, and other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, and statements and reports required to be filed with governmental officials or agencies; and he or she shall be authorized to enter into any contract or agreement and to execute in the corporate name, along with the secretary, any instrument or other writing; and he or she shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have the right to supervise and direct the management and operation of the corporation and the other officers and employees of the corporation shall be under his or her supervision and control during such interim. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.7 President. The President shall preside at all meetings of the Board of Directors. The President shall also serve as a member, with right to vote, of the executive committee of the Board of Directors and as a voting member, ex officio, of any and all other committees of Directors. The President shall have the right to supervise the Executive Director and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors and shall perform such

other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.8 Secretary.

- (a) The Secretary shall attend all meetings of the Board of Directors and record all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the executive and other committees when required.
- (b) The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors.
- (c) The Secretary shall keep in safe custody the seal of the corporation and, when authorized by the Board of Directors, the Executive Director or the President, affix it to any instrument requiring it. When so affixed, it shall be attested by his or her signature or by the signature of the Treasurer or an assistant secretary.
- (d) The Secretary shall be under the supervision of the President. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

7.9 Assistant Secretaries. The assistant secretaries in the order of their seniority, unless otherwise determined by the President or by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and have the authority and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

7.10 Treasurer.

- (a) The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all monies and other valuables in the name and to the credit of the corporation into depositories designated by the Board of Directors.
- (b) The Treasurer shall disburse the funds of the corporation as ordered by the Board of Directors, and prepare financial statements each month or at such other intervals as the Board of Directors shall direct.
- (c) If required by the Board of Directors, the Treasurer shall give the corporation a bond (in such form, in such sum and with such surety

or sureties as shall be satisfactory to the board) for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

- (d) The Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

7.11 Assistant Treasurers. The assistant treasurers in the order of their seniority, unless otherwise determined by the President or by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and have the authority and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

## ARTICLE EIGHT

### Committees of Directors

8.1 Executive Committee. By resolution adopted by a majority of the Directors in office, the Board of Directors may designate from among its members an executive committee, which shall consist of three (3) or more Directors, including the President of the corporation, which executive committee, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the corporation; but the designation of any such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon him or her by law.

8.2 Other Committees of Directors. Other committees, each consisting of two (2) or more Directors, may be designated by a resolution adopted by a majority of Directors present at a meeting at which a quorum is present. Such committees shall not have or exercise the authority of the Board of Directors in the management of the corporation. Except as otherwise provided in a resolution creating such committees, members of each such committee shall be appointed by the President of the corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

8.3 Advisory and Other Committees. The Board of Directors may provide for such other committees, including committees, advisory groups, boards of governors, etc., consisting in whole or in part of persons who are not Directors of the corporation,

as it deems necessary or desirable, and discontinue any such committee at its pleasure. It shall be the function and purpose of each such committee to advise the Board of Directors; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with the articles of incorporation of the corporation or these bylaws, as may be prescribed for it by the Board of Directors. Appointments to and the filling of vacancies on any such other committees shall be made by the President of the corporation, unless the Board of Directors otherwise provides. Any action by each such committee shall be reported to the Board of Directors at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board of Directors, provided that no rights of third persons shall be prejudicially affected thereby. See Article Six ("Board of Advisors").

8.4 Term of Appointment. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.5 Chair. One member of each committee shall be appointed chair of such committee thereof by a majority vote of the members of such committee.

8.6 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.7 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of members present at a meeting at which a quorum is present shall be the act of the committee.

8.8 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

## ARTICLE NINE

### Contracts, Checks, Deposits and Funds

9.1 Contracts. The Board of Directors may authorize any officer, officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation. Such authority must be in writing and may be general or confined to specific instances.

9.2 Checks, Drafts, Notes, Etc. In addition to and not in limitation of the provisions of Section 7.6 hereof, all checks, drafts or other orders for the payment of money or notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer, officers, agent or agents of the corporation and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Executive Director or signed by the Treasurer or an assistant treasurer and countersigned by the President of the corporation.

9.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such financial institutions as the Board of Directors may select.

9.4 Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

## ARTICLE TEN

### Indemnification and Insurance

The corporation shall indemnify any individual made a party to a proceeding because such individual is or was a director, officer, employee or agent of the corporation against liability incurred in the proceeding, if such individual acted in a manner such individual believed in good faith to be in or not opposed to the best interests of the corporation and, in the case of any criminal proceeding, such individual had no reasonable cause to believe such individual's conduct was unlawful, to the maximum extent permitted by, and in the manner provided, by the Georgia Nonprofit Corporation Code. This provision is intended to incorporate by reference the provisions of § 14-3-850 through 14-3-858 of the Georgia Nonprofit Corporation Code.

## ARTICLE ELEVEN

### Miscellaneous

11.1 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

11.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the corporation and to change the same from time to time as it deems appropriate.

11.4 Internal Revenue Code. All references in these bylaws to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

11.5 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:

- (a) The remainder of these bylaws shall be considered valid and operative; and
- (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.6 Headings. The headings herein are for organization, convenience and clarity. In interpreting these bylaws, they shall be subordinated in importance to the other written material.

11.7 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation.

## ARTICLE TWELVE

### Amendments

12.1 Power To Amend Bylaws. The Board of Directors shall have the power to alter, amend or repeal these bylaws or adopt new bylaws.

12.2 Conditions. Action by the Board of Directors with respect to bylaws shall be taken by the affirmative vote of a majority of all Directors then holding office.

ARTICLE THIRTEEN

Tax-Exemption Status

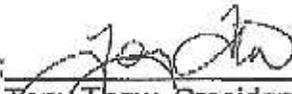
The affairs of the corporation at all times shall be conducted in such a manner as to assure the corporation's status as an organization qualifying for exemption from taxation pursuant to section 501(c)(3) of the Internal Revenue Code.

ARTICLE FOURTEEN

Adoption of Bylaws

GOLDEN ISLES TECHNICAL AND CAREER LEARNING, INC. was organized under the laws of the State of Georgia on December \_\_\_\_, 2005. These bylaws were adopted by resolution of the initial Board of Directors of the corporation, and became effective, as of \_\_\_\_\_, 2005.

APPROVED:  
GOLDEN ISLES TECHNICAL AND CAREER  
LEARNING, INC.

By:   
\_\_\_\_\_  
Tony Thaw, President

ATTEST:

  
\_\_\_\_\_  
Laura Cross, Secretary

[CORPORATE SEAL]

***Exhibit III***  
***Annual Calendar and Daily Schedule***

# Glynn County School System Brunswick, Georgia School Year Calendar 2009-2010

July 2009	August 2009	September 2009
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
October 2009	November 2009	December 2009
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
January 2010	February 2010	March 2010
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April 2010	May 2010	June 2010
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

In Service for New Employees
Teacher Planning (No School)
Professional Learning (No School)
Holiday
School in Session
Early Release Day (2 Hrs. Early)

- Open House**
- High Schools  
Monday, August 3, 2009, 4:30-7:30 p.m.
  - Middle Schools  
Tuesday, August 4, 2009, 4-7 p.m.
  - Elementary Schools  
Wednesday, August 5, 2009, 4-6 p.m.

- 1<sup>st</sup> Nine Weeks: August 6 - October 8 (45 days)
- 2<sup>nd</sup> Nine Weeks: October 13 - December 18 (45 days)
- 3<sup>rd</sup> Nine Weeks: January 7 - March 12 (45 days)
- 4<sup>th</sup> Nine Weeks: March 16 - May 26 (45 days)

# Golden Isles Career Academy Block Schedule Proposal for 8:15 am Start

1st and 2nd Blocks at GICA  
3rd and 4th Blocks at BHS and GA

**Red** @ Base High School  
**Yellow** @ GICA

**Zero Period:** 7:15 - 8:10 (55)

Bus Shuttle

**Departs From BHS and GA** 7:45

**Arrives GICA** 8:10

**1<sup>st</sup> Block:** 8:15 - 9:45 (90)

**2<sup>nd</sup> Block:** 9:50 - 11:20 (90)

Bus Shuttle

**Departs From GICA** 11:25

**Arrives BHS and GA** 11:50

**2<sup>nd</sup> Lunch** 11:55 - 12:25 (30)

**3<sup>rd</sup> Block:** 12:25 - 1:55 (90)

**4<sup>th</sup> Block:** 2:00 - 3:30 (90)

**5<sup>th</sup> Period:** 4:00 - 4:55 (55)

or

1st and 2nd Blocks at BHS and GA  
3rd and 4th Blocks at GICA

Red @ Base High School

Yellow @ GICA

Zero Period: 7:15 - 8:10 (55)

1<sup>st</sup> Block: 8:15 - 9:45 (90)

2<sup>nd</sup> Block: 9:50 - 11:20 (90)

1st Lunch 11:20 - 11:50 (30)

Bus Shuttle

Departs From BHS and GA 11:55

Arrives GICA 12:20

3<sup>rd</sup> Block: 12:25 - 1:55 (90)

4<sup>th</sup> Block: 2:00 - 3:30 (90)

Bus Shuttle

Departs From GICA 3:30

Arrives BHS and GA 3:55

5<sup>th</sup> Period: 4:00 - 4:55 (55)

*Exhibit IV*  
*Budget Documents (Year One Monthly Cash Flow and Five Year Budget)*

GLYNN COUNTY BOARD OF EDUCATION  
 GOLDEN ISLES CAREER ACADEMY  
 PROPOSED CHARTER SCHOOL BUDGET

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
<b>Revenues:</b>					
Local Funds	\$ 2,351,113	\$ 2,388,243	\$ 2,426,206	\$ 2,465,473	\$ 2,545,873
State QBE Funds	1,114,074	1,147,497	1,181,922	1,217,379	1,217,379
State Vocational Grants	157,413	160,561	163,772	167,047	167,047
Federal Funds	126,200	126,200	126,200	126,200	126,200
<b>Total Revenues</b>	<b>\$ 3,748,800</b>	<b>\$ 3,822,500</b>	<b>\$ 3,898,100</b>	<b>\$ 3,976,100</b>	<b>\$ 4,056,500</b>
<b>Expenditures:</b>					
Instruction	\$ 2,411,100	\$ 2,456,600	\$ 2,503,500	\$ 2,551,900	\$ 2,601,700
Pupil Support	135,100	139,200	143,300	147,600	152,000
Improvement of Instructional Services	127,000	127,000	127,000	127,000	127,000
General Administration	3,600	3,600	3,600	3,600	3,600
School Administration	519,600	534,600	549,800	565,500	581,700
Maintenance and Operation of Plant Services	258,100	262,100	266,200	270,400	274,800
Student Transportation	171,200	176,300	181,600	187,000	192,600
Other Support Services	123,100	123,100	123,100	123,100	123,100
<b>Total Expenditures</b>	<b>\$ 3,748,800</b>	<b>\$ 3,822,500</b>	<b>\$ 3,898,100</b>	<b>\$ 3,976,100</b>	<b>\$ 4,056,500</b>

GLYNN COUNTY BOARD OF EDUCATION  
GOLDEN ISLES CAREER ACADEMY  
FISCAL YEAR '09 CASH FLOW ANALYSIS BY MONTH

	2008-2009	Jul-08	Aug-08	Sept-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
<b>TOTAL BUDGET</b>													
Local Funds	2,357,413 \$	23,511 \$	187,596 \$	470,223 \$	706,334 \$	470,323 \$	235,114 \$	117,066 \$	117,066 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$
State QBE Funds	1,114,074	92,840	92,840	92,840	92,840	92,840	92,840	92,840	92,840	92,840	92,840	92,840	92,840
State Vocational Grants	157,483		39,353	31,550									
Federal Funds	125,800												
<b>Total Revenues</b>	<b>3,748,800 \$</b>	<b>116,351 \$</b>	<b>118,351 \$</b>	<b>281,298 \$</b>	<b>553,062 \$</b>	<b>799,173 \$</b>	<b>893,985 \$</b>	<b>327,951 \$</b>	<b>210,393 \$</b>	<b>201,290 \$</b>	<b>118,351 \$</b>	<b>116,351 \$</b>	<b>187,254 \$</b>
<b>Expenditures:</b>													
Instruction	2,411,100 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$	200,925 \$
Pupil Support	135,400	11,258	11,258	11,258	11,258	11,258	11,258	11,258	11,258	11,258	11,258	11,258	11,258
Improvement of Instructional Services	127,000	10,583	10,583	10,583	10,583	10,583	10,583	10,583	10,583	10,583	10,583	10,583	10,583
General Administration	3,600	300	300	300	300	300	300	300	300	300	300	300	300
School Administration	519,800	43,300	43,300	43,300	43,300	43,300	43,300	43,300	43,300	43,300	43,300	43,300	43,300
Maintenance and Operation of Plant Services	250,100	21,508	21,508	21,508	21,508	21,508	21,508	21,508	21,508	21,508	21,508	21,508	21,508
Student Transportation	171,200	14,267	14,267	14,267	14,267	14,267	14,267	14,267	14,267	14,267	14,267	14,267	14,267
Other Support Services	123,100	10,258	10,258	10,258	10,258	10,258	10,258	10,258	10,258	10,258	10,258	10,258	10,258
<b>Total Expenditures</b>	<b>3,748,800 \$</b>	<b>312,400 \$</b>											

Assets of Golden Isles Technical and Career Learning, Inc. (as of 12/31/08)  
 Cash \$201,068.78  
 Bonds \$9,245.68  
 Real Estate \$0.00  
**TOTAL \$209,314.39**

Assets of Golden Isles Bank Account # 1545328 (Money Market)  
 Golden Isles Bank Account # 4503882 (Checking)

*Exhibit V*  
*September 2005 Joint Proclamation*

A JOINT PROCLAMATION RECOGNIZING  
THE CREATION OF A  
CHARTER/TECHNICAL SCHOOL IN GLYNN COUNTY

**W**HEREAS, in today's global economy, the undersigned leadership of this community recognizes the need for a trained workforce of management and labor capable of meeting the technological challenges of the 21<sup>st</sup> century; and,

**W**HEREAS, to meet these challenges and needs, it is the desire of the leadership of this community to support a new vision of education and community partnership that will be expressed through the creation of a Charter/Technical School; and,

**W**HEREAS, a Charter/Technical School is an independent public school, authorized by the local Board of Education, and appropriate authorities; and,

**W**HEREAS, it is recognized that a Charter/Technical School is exempt from most state and local education regulations in order to create a community driven education program; and,

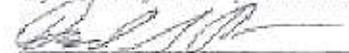
**W**HEREAS, the leadership of the community supports the creation of a Non Profit Community Foundation to contractually apply for authorizing and to operate this Charter/Technical School; and,

**W**HEREAS, the leadership of this community supports the pursuit of policy and financial initiatives that will successfully create, establish, and sustain, a Charter/Technical School;

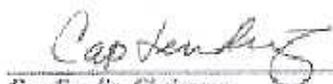
**N**OW, THEREFORE, BE IT PROCLAIMED by the Glynn County Board of Commissioners, the City of Brunswick, the Glynn County Board of Education, the Brunswick-Golden Isles Chamber of Commerce, Representatives of the Coastal Georgia Community College, and Representatives from the Communities In Schools Task Force, that we hereby call upon the citizens of Glynn County and regional communities to unite in the creation and operation of a successful Charter/Technical School.

**I**N WITNESS WHEREOF, we set our hands this the 1<sup>st</sup> day of September, 2005.

  
Laverne Cooper, Chairman  
Glynn County Board of Education

  
Brad Brown, Mayor  
City of Brunswick

  
Dr. Dorothy Lord, President  
Coastal Georgia Community College

  
Cap Fendig, Chairman  
Glynn County Board of Commissioners

  
Carlton DeVooght, Chairman  
Brunswick-Golden Isles Chamber of Commerce

  
Mike Hendley, Chairman  
Communities In Schools Task Force

