

**BYLAWS
OF
ROCKDALE CAREER ACADEMY, 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 **Rockdale Career Academy, Inc.** (the "Corporation")

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 Conyers, Georgia. The Corporation may have other offices at such place or places, within or outside the State of Georgia, as the Board of Trustees (the "Board") 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 and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "IRC"). 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 Trustees, 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 employability skills to better serve the Rockdale County, Georgia, community;
- (b) To make distributions for such purpose and for other charitable purposes;
- (c) To make distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the IRC;
- (d) To receive and accept property, whether real or personal, by way of gift, bequest or devise, from any person, firm, entity, 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 may 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, 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 powers 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 IRC.

2.3 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and its Bylaws.

ARTICLE THREE Board of Trustees

3.1 Board Membership. The Board shall be composed of persons in the following classifications:

- One (1) member selected by the Superintendent of the Rockdale County Board of Education;
- One (1) member selected by the President and Board of Georgia Piedmont Technical College;

- One (1) member selected by the President and Board of Georgia Perimeter College;
- One (1) member selected by the President and Board of any post-secondary partners involved in Dual Enrollment Program;
- One (1) member of the Rockdale County government;
- One (1) member of the City of Conyers government;
- One (1) member of the Conyers-Rockdale Economic Development Council;
- One (1) member of the Conyers Rockdale Chamber of Commerce;
- CTAE director of Rockdale County Public Schools; and
- One (1) parent of a current Rockdale Career Academy student;
- One (1) current Rockdale Career Academy student; and
- Upon the recommendation of the Executive Director at-large business and community representatives, not to exceed fifteen (15) as determined by the Board.

3.2 Staggered Terms. Board members shall serve staggered three (3) year terms unless earlier removed as provided herein.

3.3 Authority and Responsibility of the Board.

- (a) The governing body of the Corporation shall be the Board working under the authority of the Rockdale County Board of Education as Local Education Agency (LEA). The Board 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 shall 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 of officers. However, under no circumstances 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, which fundamental and basic purposes shall not be amended or changed.

- (b) The Board shall not permit any part of the net earnings or capital of the Corporation to inure to the benefit of any member, officer, Trustee or other private person or individual.
- (c) The Board shall, from time to time, appoint, as advisors, persons whose advice, assistance and support shall be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation.
- (d) The Board is authorized to employ such person or persons, including an executive director, officers, attorneys, accountants, 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.

3.4 Manner of Election of Board Members. Except as provided in Section 3.2, all new and replacement Board members shall be elected at the annual meeting of the Board by majority vote of the Board; provided that any replacement member must fall within the same classification as the member being replaced, and all appointments of the Board for replacement members shall be approved by the Rockdale County Board of Education prior to such person taking office.

3.5 Removal. Any Board member may be removed, with or without cause, at any regular, special or annual meeting of the Board, by the affirmative vote of sixty percent (60%) majority of all the Board members then in office; provided, notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any Board member may also be removed, with or without, cause by sixty percent (60%) majority vote of the members of the Rockdale County Board of Education, at any regular or called meeting of the Board.

3.6 Vacancies. Any vacancy in the Board arising at any time and from any cause, including, without limitation, the authorization of an increase in the number of Board members, shall be filled for the unexpired term of an existing member, or for a designated term for an additional member, at any meeting of the Board by a vote of sixty percent (60%) majority of the members then in office; provided, that if the appointment is to fill a vacancy of an existing member, the replacement member must fall within the same classification as the member being replaced. If the

appointment is to increase the number of members of the Board, the number of persons appointed and the classifications of persons appointed must comply with the requirements set forth in Section 3.2 of these Bylaws. In both events, such appointments shall be approved by the Rockdale County Board of Education prior to the newly appointed members taking office.

3.7 Compensation. No Board member shall receive, directly or indirectly, any salary, compensation or emolument therefrom in his or her capacity as a Board member or in any other capacity with the Corporation. However, nothing contained herein shall be construed to prevent any Board member 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 and subject to the provisions of the Conflict of Interest Policy.

ARTICLE FOUR Meetings of Board

4.1 Place of Meetings. Meetings of the Board shall be held at any place within or without the State of Georgia as set forth in the notice therefore or in the event of a meeting held pursuant to a waiver of notice, as shall 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 shall be held at the principal office of the Corporation or at such other place as the Board shall determine, and on such day and at such time as the Board 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 as set forth in Article V. of these Bylaws, not less than ten (10) nor more than fifty (50) days prior to such meeting.

4.3 Regular Meetings and Minimum Requirements. Regular meetings of the Board shall be held, from time to time, between annual meetings, at such times and at such places as the Board shall designate by resolution, and without further notice of the date, time, place or purpose of any such meeting. The Board shall meet at least five (5) times annually in regularly scheduled sessions, inclusive of the annual meeting for that year. The Trustees shall, at such meetings, and in such other sessions as shall be called, from time to time, focus on the achievement of the measures, Strategic Plan and other objectives set forth in the Rockdale Career Academy Charter Agreement. The Board shall be

responsible for the election of the Executive Director and such election shall be approved by the Rockdale Board of Education and the Superintendent of the Rockdale Public Schools.

4.4 Special Meetings; Notice. Special meetings of the Board shall be called by or at the request of the Chair or by any three (3) of the Board members in office at that time. Notice of the time, place and purpose of any special meeting of the Board shall be given by the Secretary as set forth in Article V. of these Bylaws, at least twenty-four (24) hours prior to such meeting.

4.5 Waiver. Attendance by a Board member at a meeting shall constitute waiver of notice of such meeting, except where a member 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 any meeting of the Board, a majority of members then in office shall constitute a quorum for the purpose of transacting business.

4.7 Vote Required for Action. Except as otherwise provided in these Bylaws or by law, the act of a majority of the Board members present at a meeting at which a quorum is present at the time, shall be the act of the Board. When necessary, the Chair shall accept votes electronically from Board members.

4.8 Action by Board Members without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by not less than a majority of members 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 thereof, shall be placed in the minute book.

4.9 Telephone and Similar Meetings. Board members may participate in and hold a meeting by means of conference telephone or similar communications equipment which permits 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, whether or not a quorum is present, may be adjourned by a majority of the members 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 required by applicable law, there shall be no voting by proxy.

ARTICLE FIVE Notice and Waiver

5.1 Procedure. Whenever these Bylaws require notice to be given to any Board member, the notice shall be given in accordance with the provisions of this Section 5.1. Notice under these Bylaws shall be in writing unless oral notice is reasonable under the circumstances, as determined by the Chair. Notice shall be communicated personally, by telephone, by United States mail, by a nationally recognized delivery organization, by facsimile transmission, by e-mail, by telegram, or by any other form of wire or wireless communication, or any combination thereof. If these forms of personal notice are impracticable, notice shall 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 delivered, properly addressed, to the addressee's last known principal place of business or residence;
- (b) Five (5) days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed;
- (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; or
- (d) On the date of delivery by a nationally recognized delivery organization, or in the event of any inability to deliver, on the date of the first attempted delivery; or

- (e) On the date set forth on any facsimile, e-mail record, or telegram; or
- (f) On the date of publication, if communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.

Oral notice is effective when communicated. 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 Board member 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 Board member entitled to the notice, and delivered to the Corporation for inclusion in the minutes. A member's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the member 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 any action taken at the meeting.

ARTICLE SIX Board of Advisors

6.1 Appointment. The Board 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 his or her community standing will assist the Board in carrying out its function. The number of persons appointed to constitute the Board of Advisors shall be determined in the sole discretion of the Board.

6.2 Purpose. It shall be the function and purpose of the Board of Advisors to advise the Board 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 shall 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 a Chair, Vice Chair, Treasurer and Secretary of the Board, and an Executive Director (Chief Executive Officer of the Corporation), and such other officers of the Corporation as the Board shall designate and appoint. The Board shall 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 Board and Corporation, but the Corporation shall not be required to have at any time officers other than a Chair, a Vice Chair, a Secretary, and a Treasurer. Any two (2) or more offices shall be held by the same person.

7.2 Chair. The Board shall create the office of Chair, and assign such duties to said office as the Board shall determine.

7.3 Vice Chair. The Vice Chair, shall, in the absence or disability of the Secretary or Chair, perform the duties and have the authority and exercise the powers of the Secretary or Chair, as the case may be. The Vice Chair shall perform such other duties and have such other powers as the Board may, from time to time, prescribe and as the Chair may, from time to time, delegate.

7.4 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.
- (b) The Treasurer shall disburse the funds of the Corporation as ordered by the Board, and prepare monthly financial statements, or at such other intervals as the Board may direct.
- (c) If required by the Board, the Treasurer shall post a surety 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 may, from time to time, prescribe or as the Chair may, from time to time, delegate.

7.5 Assistant Treasurers. One or more assistant treasurers, in the order of their seniority, unless otherwise determined by the Board, shall, in the absence or disability of the Treasurer, perform the duties and have the authority and exercise the powers of the Treasurer. Each Assistant Treasurer shall perform such other duties and have such other powers as the Board may from, time to time, prescribe or as the Chair shall, from time to time, delegate.

7.6 Secretary.

- (a) The Secretary shall attend all meetings of the Board 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.
- (c) The Secretary shall supervise the safe custody of the seal of the Corporation and, when authorized by the Board, the Executive Director or the Chair, affix it to any instrument requiring the application of such seal. When so affixed, it shall be attested by his or her signature or by the signature of the Vice Chair. The board minutes and seal will be secured in the vault on the property of Rockdale Career Academy or in such other secure location as may be determined appropriate by the Board, from time to time.
- (d) The Secretary shall be under the supervision of the Chair. The Secretary shall perform such other duties and have such other authority and powers as the Board may, from time to time, prescribe or as the Chair may, from time to time, delegate.

7.7 Executive Director. The Board shall be responsible for the election of the Executive Director and such election shall be approved by the Rockdale Board of Education and the Superintendent of the Rockdale Public Schools. 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 as a voting *ex officio* member of all committees of Board. 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 resolutions of the Board are carried into effect. He or she shall supervise and direct the management and operation of the Corporation and any other officers of the Corporation and employees of the Corporation shall be under his or her supervision and control. He or she shall perform such other duties and have such other authority and powers as the Board may, from time to time, prescribe. The Executive Director will also be responsible for resolving grievances and conflicts.

7.8 Election and Term of Office. Subject to any other applicable provisions of these Bylaws, the officers of the Corporation shall be elected by the Board and shall serve for terms of one (1) year and until their successors have been duly elected and qualified, or until his or her earlier death, resignation, removal, retirement or disqualification.

7.9 Other Agents. The Board shall appoint from time to time such agents as it shall deem necessary or desirable, and shall hold office at 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 shall, from time to time, determine.

7.10 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever the Board determines, in its sole discretion 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.

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

ARTICLE EIGHT Committees of the Board

8.1 Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, Secretary and Treasurer. The Executive Committee shall, when the Board is not meeting, have and exercise the authority of the Board 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, or any individual member, of any responsibility imposed upon him or her by law. All actions of the Executive Committee shall be reported to the Board at its next meeting immediately following such action.

8.2 Other Committees. Other committees, which shall consist of no less than three (3) Board members, shall be designated by a resolution adopted by a majority of the Board members present at a meeting at which a quorum is present. Such committees shall not have or exercise the authority of the Board in the management of the Corporation. Except as otherwise provided in a resolution creating such committees, members of such committees shall be appointed by the Chair of the Board. Any member of any committee shall be removed at any meeting by majority vote of the Board whenever, in the judgment of the Board, the best interests of the Corporation shall be served by such removal.

8.3 Term of Appointment. Members of a committee shall serve until the next annual meeting of the Board 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.

8.4 Chair. Provided a chair is not designated by the Board at the time of appointment, one member of each committee shall be appointed chair of such committee thereof by a majority vote of the members of such committee.

8.5 Vacancies. Vacancies in the membership of any committee shall be filled by the Chair of the Board, subject to majority consent of the Board.

8.6 Quorum. Unless otherwise provided in the resolution of the Board 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 constitute the act of the committee.

8.7 Rules. Committees shall adopt rules for its own government, so long as such rules are not inconsistent with the Articles of Incorporation, these Bylaws or with rules adopted by the Board.

ARTICLE NINE

Contracts, Checks, Deposits and Funds

9.1 Contracts. The Board shall 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 shall 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 shall be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Chair or signed by the Treasurer or an assistant treasurer 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 shall select.

9.4 Gifts. The Board 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, as determined appropriate by the Board.

ARTICLE TEN Indemnification and Insurance

The Corporation shall indemnify any individual made a party to a proceeding because such individual is or was a Board member, 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 and committees having any of the authority on behalf of the Board.

11.2 Corporate Seal. The corporate seal shall be in such form as the Board shall, from time to time, approve.

11.3 Fiscal Year. The Board 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 amended (the "Code") and 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 provision of these Bylaws or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of these Bylaws, or the application of such provision to circumstances other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

11.6 Headings. The headings herein are for organization, convenience and clarity only. In interpreting these Bylaws, such headings shall not contribute to meaning of the other written material.

11.7 Relation to Articles of Incorporation. These Bylaws are subject to, and governed by the Articles of Incorporation.

11.8 References to Executive Director. All references to Executive Director herein shall refer to the Executive Director of the Corporation unless there is express reference otherwise.

ARTICLE TWELVE Amendments

These Bylaws may be altered, amended or repealed only following the affirmative vote of a majority of all of the Board members at a meeting of the Board called for that purpose only, and any such action by the Board shall become effective only upon approval of the Rockdale County Board of Education, by majority vote.

ARTICLE THIRTEEN Tax-Exemption Status

At all times, the affairs of the Corporation shall be conducted in such a manner as to maintain the Corporation's status as an organization qualifying for exemption from income taxation pursuant to the provisions of §§ 501 (a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE FOURTEEN Adoption of Bylaws

ROCKDALE CAREER ACADEMY, INC. was organized as a nonprofit corporation under the laws of the State of Georgia on or about October 9, 2013.

These Bylaws were adopted by resolution of the Board of the Corporation, and became effective, as of _____, 2014.

ROCKDALE CAREER ACADEMY, INC.

By: _____
_____,
Chair of Board of Trustees

ATTEST:

BOARD OF TRUSTEES

_____, Chair

_____, Secretary

As Secretary of the Corporation, I, _____, hereby certify that these Bylaws are the Bylaws adopted on behalf of the Corporation by the Board of Trustees at its Organizational Meeting, this ___ day of February, 2014.

[INSERT
NAME AFTER ELECTION AT
FEBRUARY MEETING.]
Secretary of Rockdale Career
Academy, Inc.

[CORPORATE SEAL]

CHARTER FOR ROCKDALE CAREER ACADEMY

This Charter for Rockdale Career Academy (“Charter”) is entered into by and between the Rockdale Career Academy (“Petitioner”), the Rockdale County Board of Education (“Local Board”) and the State Board of Education (“State Board”) (collectively referred to as “the parties”).

WHEREAS, the Petitioner submitted a petition to the Local Board proposing to establish a start-up charter school pursuant to O.C.G.A. § 20-2-2060 *et seq.*, the Charter Schools Act of 1998 (“Charter Schools Act”), and the Local Board approved the petition;

WHEREAS, the State Board finds that the petition complies with the provisions of the Charter Schools Act, and the rules, regulations, policies and procedures promulgated in accordance with O.C.G.A. § 20-2-2063 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate Rockdale Career Academy (“the Charter School”) in accordance with the terms and conditions of this Charter.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:
 - a. Adequate Yearly Progress: Adequate Yearly Progress is a measurement based on a series of performance goals that every school, LEA, and state must achieve within specified timeframes in order to meet the 100% proficiency goal established by the federal No Child Left Behind Act of 2001 (NCLB).
 - b. Annual Measureable Objectives: In defining Adequate Yearly Progress, each state sets the minimum levels of improvement, based on student performance on state standardized tests, that school districts and schools must achieve within time frames specified in law in order to meet the 100% proficiency goal under No Child Left Behind. These levels of improvement are known as Annual Measurable Objectives (AMOs), and they ensure that all student groups, schools, school districts, and the State as a whole reach the 100% proficiency goal by 2013-2014.

- c. End of Course Test (EOCT): The EOCT program was created to improve student achievement through effective instruction and assessment of the standards in the Georgia Performance Standards (GPS) specific to the eight EOCT core high school courses. The EOCT program also helps to ensure that all Georgia students have access to a rigorous curriculum that meets high performance standards. The purpose of the EOCT is to provide diagnostic data that can be used to enhance the effectiveness of the schools' instructional programs.
- d. Enhanced Georgia High School Graduation Tests (GHSGT): The Georgia High School Graduation Tests for English/language arts and mathematics were enhanced to comply with the No Child Left Behind Act of 2001 requiring more rigorous examinations. For accountability purposes, Enhanced GHSGT results from first time test takers in the eleventh grade for English/language arts and mathematics are used in making AYP determinations at school, LEA, and state levels.
- e. Georgia Department of Education (GaDOE): The Georgia Department of Education is the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
- f. Georgia High School Graduation Tests (GHSGT): The Georgia High School Graduation Tests are state-mandated curriculum-based assessments administered in grade eleven for graduation purposes. The tests are administered several times a year so that students have up to five opportunities to take each of the tests within their eleventh and twelfth grade years.
- g. Local Educational Agency (LEA): A Local Educational Agency is a local system pursuant to local board of education control and management.
- h. No Child Left Behind of 2001 (NCLB): No Child Left Behind is a reauthorization of the Elementary and Secondary Education Act (ESEA) of 1965 – the principal law affecting education from kindergarten through high school. NCLB is designed to improve student achievement and close achievement gaps. States are required to develop challenging academic standards, to educate all students to 100 percent proficiency by 2014, and to create and implement a single, statewide accountability system.

- i. State Board of Education (SBOE): The State Board of Education is the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
 - j. Subgroup: A Subgroup under No Child Left Behind is defined as one of the following subsets of students: race/ethnicity (American Indian/Alaskan native, Asian/Pacific Islander, Black, Hispanic, Multiracial, and White); disability; limited English proficiency (LEP); and socioeconomic status. To constitute a Subgroup in Georgia for a school’s Adequate Yearly Progress determination, the Subgroup must have at least 40 students or constitute 10% of the assessed student population, whichever is greater, but not to exceed a total number of 75 students. The assessed student population is the total number of children whose test results are used to determine Adequate Yearly Progress.
2. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2011 and expiring on June 30, 2016.
3. Grade Range. The Charter School shall serve students in grades 9-12.
4. Mission Statement. The mission of the Charter School is to ensure students achieve academic, social, and career success by providing a supportive environment that identifies, encourages, and develops each student’s interests and abilities to prepare tomorrow’s workforce today for a fulfilling, productive career.
5. Essential Innovative Features. The Charter School shall implement an educational program that fosters an integration of academic and CTAE coursework so that students recognize relevance and connections not readily observable outside of the career academy environment. The Charter School will hire instructors who come directly from industry, thus bringing a wealth of knowledge and skills at the Charter School.
6. Maximum Flexibility Allowed By Law. In exchange for the Charter School’s agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 7 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board of Education (State Board), or the Georgia Department of Education (Department). Notwithstanding this maximum flexibility, the Charter_School shall comply with the terms of this Charter,

the Charter Schools Act, including the provisions set forth in Section 15 below, and any rules, regulations, policies, or procedures established by the State Board consistent with the Charter Schools Act.

7. Performance-based Goals and Measurable Objectives. In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the following performance-based goals and measurable objectives that are designed to result in improvement of student achievement:

a. Academic Goals. The State Board shall hold the Charter School accountable for the full performance of each of the academic goals listed below. The requirements of each goal are independent of and do not supersede the requirements of any other goal.

i. Goal 1: The Charter School will make Adequate Yearly Progress as defined by Georgia state requirements and No Child Left Behind. Students in all Subgroups will demonstrate proficiency and improvement over prior years' performance.

1. Measure 1: During each year of its charter term, the Charter School will make Adequate Yearly Progress as demonstrated by meeting or exceeding the Annual Measurable Objectives for Mathematics and English Language Arts on the GHSGT and all other requirements as established by the Department each year.

2. Measure 2: During each year of its charter term, the percentage of students scoring in the Advanced/Honors categories on the Mathematics and English Language Arts portions of the GHSGT will exceed the baseline established in Year 1 by an additional 2% per year.

3. Measure 3: The Charter School's graduation rate, as measured by the Department, will meet or exceed the state AMOs.

ii. Goal 2: Students will demonstrate proficiency and improvement over prior years' performance on the Science and Social Studies portions of the GHSGT.

1. Measure 1: During each year of its charter term, the percentage of students scoring at least Proficient on the Science and Social Studies portions of the GHSGT will exceed the baseline established in Year 1 by an additional 3% per year.
 2. Measure 2: During each year of its charter term, the percentage of students scoring in the Advanced/Honors categories on the Science and Social Studies portions of the GHSGT will exceed the baseline established in Year 1 by an additional 2% per year.
- iii. Goal 3: Students will demonstrate career readiness.
1. Measure 1: From the baseline of 130 Advanced Placement students in 2011-2012, the number of students enrolled in Advanced Placement courses will increase by a minimum of 5% annually.
 2. Measure 2: From the baseline of sixty-seven (67), the number of Charter School students participating in work-based learning programs, such as job-shadowing, internships, apprenticeships, etc., will increase by a minimum of 5% annually.
 3. Measure 3: From a baseline of 375, the number of students completing a “pathway” as measured by testing for industry certification will increase by a minimum of 5% annually.
- b. Organizational Goals. The fulfillment of the following organizational goals will be reported annually by the Charter School in addition to their Annual Report.
- i. Goal 1: The Charter School will increase the number of Dual Enrollment opportunities.
 1. Measure 1: The number of dual enrollment courses offered on the Charter School campus will increase by two (2) courses per year, or until capacity is reached.

- ii. Goal 2: Each year, the percentage of parents and students satisfied with the overall quality of the Charter School as measured by a survey, shall meet or exceed 85%.
- iii. Goal 3: The Charter School will be economically sustainable.
 - 1. Measure 1: Each year, the Charter Schools will operate in a fiscally sound manner as measured by an external audit.
 - 2. Measure 2: Actual and proposed budgets for each school year will demonstrate effective allocation of resources.
 - 3. Measure 3: Yearly balance sheets will demonstrate that the Charter School maintains adequate cash reserves.
 - 4. Measure 4: The Charter School will meet all Generally Accepted Accounting Practices (GAAP) as demonstrated by external, annual audit reports.
- 8. Assessment and Accountability. Notwithstanding Sections 6 and 7 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated and any corresponding State Board Rules, including but not limited to the accountability provisions of O.C.G.A. §§ 20-14-30 through 41. The Charter School is further subject to all federal accountability requirements under the Elementary and Secondary Education Act.
- 9. Annual Report. The Charter School shall submit an annual report by October 1 of each year to the Georgia Department of Education that complies with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including but not limited to an indication of the Charter School's progress towards the goals and objectives stated in Section 7 above and all state-mandated assessment and accountability scores from the previous year.
- 10. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:

- a. Attendance Zone. Enrollment shall be open to any student who resides within the Rockdale County attendance zone.
 - b. Application. To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may not use the admissions criteria or applications that would not otherwise be used at a traditional public school, including requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may use applications for the purpose of verifying the student's residence within the school's attendance zone and grade level. The Charter School may gather other relevant information from students after enrollment is determined.
 - c. Random Lottery. If the number of timely applications received by the Charter School exceeds the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) .
 - d. Statutory Enrollment Priorities. The Charter School will not exercise any enrollment priorities pursuant to O.C.G.A. § 20-2-2066(a)(1)(A).
11. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.
12. State and Federally Mandated Educational Services.
- a. Students with Disabilities. 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.
 - b. English Language Learners. The Charter School shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Language Learners.

- c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to State Board of Education Rule 160-4-5-.03 and No Child Left Behind.
- d. Remediation. The Charter School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and No Child Left Behind.

13. Governance Structure.

- a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Board shall exercise substantive control over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation.
- b. Function. It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Section 7 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. Public Meetings. The Governing Board is subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.* The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
- d. Public Records. The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.* The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection.
- e. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy.

- f. Public Status. Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.
- g. Director Compensation. By virtue of their service on the governing board, directors may only receive compensation for their reasonable and actual expenses incurred in connection with performance of their duties.
- h. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.

14. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. Annual Audit. The Charter School shall have an annual financial audit conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the State of Georgia by October 1st each year.
- c. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer, who shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years experience in a field related to business or finance; or
 - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- d. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.

- e. Charter School Program Eligibility. In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.
 - f. Insurance. Prior to opening, the Charter School shall secure adequate insurance coverage, and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia.
15. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.
- a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.
 - b. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
 - c. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
 - d. State Board Rules. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.
 - e. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, the need for special educational services, or any other characteristic protected by local, state, or federal law.
 - f. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.

- g. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
 - h. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
 - i. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.
 - j. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.
16. Compliance with the Rules, Practices, Policies, and Procedures of the Department. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the Department under the authority granted by O.C.G.A. §§ 20-2-2063 *et seq.*
17. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.
- a. Background Checks. The Charter School shall adopt background check procedures and shall ensure that all prospective staff members undergo a fingerprinting and background check prior to beginning work at the Charter School.
 - b. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements, unless otherwise provided by law. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
18. Record Inspection. Subject to state and federal laws, the State Board, the Department and their agents, and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School.

19. Facilities.

- a. Prior to opening the Charter School and prior to students occupying any proposed facility, the Charter School shall obtain and submit the following documents to the Department:
 - i. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.
 - ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - iii. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the Georgia Emergency Management Agency.
- b. The Charter School must secure the following from the Department for each site and/or facility in which students will be housed throughout the duration of the Charter:
 - i. A site code;
 - ii. A facility code; and
 - iii. A school code.

20. Transportation. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.

21. Food Services. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.

22. Termination of Charter.

- a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
- b. Requests for Termination. The termination of this Charter may be requested by a majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, the Local Board of Education or the State Board following the procedures identified in Section 22(a).
- c. Termination Grounds. In accordance with Sections 22(a) and (b), the Charter School may be terminated based on any of the following grounds:
 - i. Breach of Charter. In the event the Charter School fails to comply with any material provision set forth in this Charter, they shall be notified by certified mail and be given thirty (30) days from the date of notice to cure the breach. The nature and outcome of the breach shall be recorded in a memo and placed in the Charter School's file;
 - ii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
 - iii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 7 above;
 - iv. The Charter School's failure to meet generally accepted standards of fiscal management;
 - v. The Charter School's violation of applicable federal, state, or local laws, or court orders;
 - vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;

- c. Probationary Term. In the event the State Board determines that the Charter School has failed to comply with any provision of this Charter, the State Board may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the State Board.
- 25. Temporary Extension. At the discretion of the Department, a Charter may be extended for a grace period not exceeding sixty (60) days.
- 26. Amendments to the Charter. Any material term of this Charter, to be determined by the Department, may be amended in writing upon the approval of the Local Board, the State Board and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.04 *et seq.*
- 27. Administrative Clarifications. Any clarification to a non-material term of this Charter, to be determined by the Department, shall be submitted in writing to the Department for review. Any non-material term of this Charter may be clarified upon written approval of the Department.
- 28. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the Department except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the Local Board, the State Board, or the Department to any third party.
- 29. Delegation. The parties acknowledge and agree that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the parties.
- 30. Application of Amended Law. This Charter is subject to applicable federal and state laws, rules and regulations and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.
- 31. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
- 32. Severability. If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.

33. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
34. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
35. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, the Local Board and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner, the Local Board and the State Board are superseded by this Charter. The petition submitted to the Local Board and the State Board serves only as the formal application for the Charter School and does not constitute a contract between the Local Board, the State Board and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

Chairperson, (Date)

GEORGIA STATE BOARD OF EDUCATION

Chairperson, (Date)

ROCKDALE CAREER ACADEMY

Chairperson, (Date)

ROCKDALE COUNTY BOARD OF EDUCATION