

GEORGIA CYBER ACADEMY, INC.
Educational Success – One Student at a Time

BYLAWS

Duly adopted this 15th day of October, 2014

The board of directors (“Board”) of Georgia Cyber Academy, Inc. (“GCA”) adopts the following bylaws, designed to advance the GCA Mission in a manner consistent with its Vision.

MISSION

The school known as “Georgia Cyber Academy” is an individualized, non-traditional, interactive, mastery-based online public school available to all Georgia K-12 students, regardless of geographic, financial or demographic circumstance, disability, or other criterion unrelated to education. Georgia Cyber Academy is dedicated to developing every student’s potential for academic success and achievement.

VISION

Georgia Cyber Academy envisions providing, in conjunction with the collaborative efforts of its stakeholders, a unique, flexible, supportive environment that offers a challenging, innovative curriculum and provides all students measurable academic improvement and enhances their opportunities for future success.

BYLAWS

ARTICLE I: GENERAL PROVISIONS

1.1. Purpose of Corporation.

The purpose of the corporation, Georgia Cyber Academy, Inc. (“GCA”), is to engage as a nonprofit and charitable organization in educational activities as specified in the charter contract between GCA and the Georgia Charter Schools Commission (“Charter”), consistently with the United States Internal Revenue Code and the Georgia Nonprofit Corporation Code (“Code”).

1.2 Purpose of Board.

The GCA Board oversees and governs GCA’s pursuit of educational activities and serves other functions as specified in the Charter.

1.3. Purpose of Bylaws.

These bylaws state the rules that the Board has determined are necessary and appropriate for for the regulation and management of the Georgia Cyber Academy school and are adopted in order to fulfill the objectives of GCA as stated in the articles of incorporation duly filed with the Office of the Georgia Secretary of State. All sections of these bylaws will be automatically amended to conform to future statutes and other forms of applicable law.

1.4. Registered Office and Agent.

The Board will designate a registered agent and registered office for service of legal process; these designations are to be filed with the Georgia Secretary of State as required by the Code. The Board may change these designations at any time. In the event the Board fails to make a designation, or a registered agent resigns without a new designation of a registered agent and office, then the Chair of GCA, and the Chair's address, are to be filed with the Georgia Secretary of State as the registered agent and office of GCA until the Board makes some other affirmative designation.

1.5. Board Meeting Protocol.

It is understood that in the transaction of its business the meetings of the Board, as well as meetings of its executive and other committees, may be conducted with informality; however, this informality does not apply to procedural requirements required in the articles of incorporation, these bylaws, or the Code. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the articles of incorporation, these bylaws, or a recognized procedural reference authority. The procedural reference authority for the Board is designated as the latest edition of Robert's Rules of Order, Newly Revised.

ARTICLE II: GOVERNING BOARD

2.1. Establishment and Function.

Subject to these bylaws, the business and affairs of GCA will be managed under the direction of the Board. The Members will in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with GCA's articles of incorporation, these bylaws, and the laws of this State. They will have and may exercise all of the powers that may be exercised or performed by GCA. The roles and responsibilities of the Board include but are not limited to the following:

- Financial development and management
- Fiduciary Duties
- General program oversight
- Coordination of long-term planning
- Overseeing and evaluating the work of the Head of School
- Setting a framework for the budget process and authorizing the annual budget
- Approving large resource expenditures, significant program changes, expansion into new program areas, and building and facility issues
- Adopting an annual budget
- Locating new buildings or changing the location of the school's administrative offices
- Creating or increasing indebtedness
- Adopting online and offline education programs
- Designating depositories of school funds
- On behalf of GCA, entering into contracts not previously approved in the annual budget and that involve educational funds in excess of \$50,000.00
- On behalf of GCA, entering into contracts with and making appropriations to Charter school districts, professional service providers, or education service centers
- Other responsibilities as deemed necessary or provided for by applicable law.

2.2. Composition and Term.

The Board will consist of not less than five nor more than thirteen Members, the precise number to be fixed by GCA from time to time. The number of Board Members (each a "Member") may be increased or decreased by super majority of the Board then in office.

Each Member will have voting rights and be eligible to vote. The Members of the Board will be elected by a majority vote of the Board and will serve until the election of their successors or their earlier resignation or removal. Each Member will serve for a term of three (3) years and until their successors are elected. A Board Member may serve up to four (4) successive terms if he or she is re-elected in accordance with these Bylaws. This section will be automatically amended to conform to any future statutes that conflict with this section.

In order to maintain the continuity of the Board, no more than three Members of the Board may be replaced in any given year by election. To establish the rolling three year term cycles, the initial founding Board Members will be divided into three groups. Three initial founding Board Members with three year terms, three with four year terms, and three with five year terms. After which the initial founding Board Member terms are completed, all elected successors will serve for three year terms as the rolling three year term cycle will have been established.

2.3. Qualifications.

The Board reserves the right to expand its capacities by an internal Board election through a super majority of the Board then in office.

2.4. Vacancies.

The Board Chair will exert his or her best effort to fill any vacancy upon resignation, removal, or death of any Board Member for the unexpired portion of the term by appointing a suitable person, whose appointment must meet with the approval of a super majority of the entire Board.

2.5. Resignation and Removal.

A Member of the Board may resign from office by submitting such resignation, in writing, to the Board Chair.

All Members and officers of GCA serve at the will of the Board and may be removed as Members or officers at any time, with or without cause, at any regular or special meeting of the Board, by the affirmative vote of a majority of the Board.

2.6. Compensation

Board Members will receive no compensation for their service other than reasonable expenses. Nothing in this section will prevent employees of GCA from serving on the Board as non-voting Members.

2.7. Powers.

(1) The Board may exercise all powers granted to it as they determine to be expedient and necessary for the interests of GCA, subject to the articles of incorporation, these bylaws, or the Code, and the review and direction of the Membership of GCA.

(2) If some catastrophic event occurs that precludes GCA or the Board from assembling, then those Board Members who are capable of assembling, either in person or through a communications system permitted all of the participants to hear each other, will convene as required and take any necessary action to preserve the corporation until the emergency ceases. Quorum will consist of a majority of the Board Members who participate in the initial emergency session. Each emergency session will be convened by any manner of notice reasonable, prudent or practicable in the circumstances. The available Board Members will designate as many Members of GCA as necessary to serve as acting Board Members so that there are at least five persons acting as Board Members for GCA until the emergency conditions cease. The acting Board may exercise any and all emergency powers authorized under the Code, in the name of GCA, without regard to requirements of Membership approval, if the action taken is reasonably necessary during the presence of emergency conditions.

2.8. Duties of all Board Members.

All Board Members will: Chair or otherwise serve on a Board committee or school-wide subcommittee. Encourage teamwork within the group. Provide leadership in implementing the curriculum/vision/goals. Facilitate communication among Members. Ensure that at least one Member that is not the Chair or CFO is a current public notary.

2.9. Compliance with Laws Governing Student Records

The Board will ensure that GCA complies with the Family Education Rights Privacy Act (“FERPA”), 20 U.S.C. Section 1232g et seq.

2.10. Non-Liability of Directors

No Director will be personally liable for the debts, liabilities, or other obligations of GCA.

2.11. Contracts with Directors, Officers, Board Members

No director of GCA or any firm, association, or other entity in which one or more of GCA's directors, officers, or Board Members are directors have a material financial interest, will be interested, directly, or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's, officer's, or Board Member's financial interest in such contract or transaction or regarding such common directorship, officer, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all Members of the Board prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that without counting the votes of the interested directors, officers, or Board Members; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that GCA could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) GCA for its own benefit enters into the transaction, which is fair and reasonable to GCA at the time the transaction was entered into.

This section does not apply to a transaction that is part of an educational or charitable program of GCA if it (a) is approved or authorized by GCA in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors, officers, Board Members, or their families because they are in the class of persons intended to be benefited by the educational or charitable program of GCA.

2.12. Loans to Directors, Officers, or Board Members

GCA will not lend or provide any money or property to or guarantee the obligation of any director, officer, or Board Member. Provided, however, that GCA may advance money to a director, officer, or Board Member of GCA for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of GCA.

**ARTICLE III:
OFFICERS and COMMITTEES**

3.1. Offices and Term.

The officers of GCA will consist of a Chair, Vice Chair, and a CFO who will be elected by the Board or appointed as provided in these bylaws. Each officer will be elected or appointed for a term of office running until the next annual meeting of the Board, or such other term as provided by resolution of the Board or the appointment to office. Each officer will serve for the term of office for which he is elected or appointed and until his successor has been elected or appointed and has qualified or his earlier resignation, removal from office or death. Officers will be elected or appointed from Members of the Board annually after the election or appointment of new Board Members.

3.2. Qualifications for GCA Board Members and Officers.

Officers must be regular Members of the Board. The GCA Head of School will not serve as a voting Member of the Board. No K12 employee or GCA employee may serve as a Board Member, other than the Head of School who will at all times serve as an ex-officio, non-voting Board Member.

3.3. Board Chair.

The Chair will be the principal executive officer of GCA and, subject to the general direction of the Board, will supervise and control the business and affairs of the corporation. The Chair will, when present, preside at all meetings of the Board. The Chair or Vice-Chair or both may sign, with the CFO or any other proper officer of the corporation thereunto authorized by the Board, deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation, or is required by law to be otherwise signed or executed; and in general will perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board from time to time. The Chair will have authority to institute or defend legal proceedings when the Members are deadlocked. The chair will have charge of the seal of GCA and will perform such other duties and have such other powers as may from time to time be delegated to him or her by the Board.

3.4. Board Vice-Chair.

The Vice-Chair will perform the duties of the principal executive officer of GCA in the absence of the Chair. The vice-chair will perform such other duties and have such other powers as may from time to time be delegated to him or her by the Chair of GCA.

The corporation may have one or more Vice Chairs, elected by the Board and will have such duties as will be delegated to them by the Chair or the Board.

3.5. Board Chief Financial Officer (CFO).

The CFO will be charged with the management of the financial affairs of GCA and will have the power to recommend action concerning the Board's affairs to the Chair. The CFO will cause to be kept and maintained, adequate and correct books, accounts of the GCA's properties and transactions, and accurate financial reports. The CFO will send or cause to be given to the Members of the Board such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. GCA financial records and reports will be open to inspection by any Board Member at all reasonable times. The CFO will be the chair of the Finance Committee, will prepare a budget in conjunction with the Head of School, and will monitor financial compliance to the annual budget.

3.6. Other Board Officers

The Board, by resolution, may create or add permanent officer positions. The Board will adopt and publish a description of duties for each new officer position. The bylaws will be automatically amended to include each new officer position and the description thereof.

The Board, by resolution, may commission, or otherwise appoint special officers. Any commission or other appointment of a special officer will include the termination of the commission or appointment. No special appointment may last longer than the annual term of regular officers without re-authorization of the Board.

3.7. Board Assistants.

The Board may from time to time as needed appoint one or more assistants to perform specific duties delegated to them by the Chair of the Board, such as keeping records of Board actions, overseeing the taking of minutes at Board meetings, distributing copies of the minutes and agendas at board meetings and maintaining records of the Board other than records containing personnel information.

3.8. Head of School.

The Head of School will: (a) Manage daily operations of school; (b) Direct hiring and supervision of all school teaching and support staff and otherwise meet all criteria outlined in the job description of the Head of School; (c) Ensure that the charter contract goals are being meet; (d) Facilitate and implement Board decisions; (e) Facilitate and implement school's vision and goals; (k) Report to the Board.

3.9. Committees.

Standing or Temporary committees composed of at least two Members of the Board that the Board determines are necessary and proper from time to time may be established by action of the Board. The charge of each standing committee is reflected within this section of these bylaws. The Board is to designate the chair of each standing committee. The charge and chair of each temporary committee will be stated in the motion creating a temporary committee. The chair of each committee will appoint the remaining Members of that committee; unless its full Membership is designated at the time a temporary committee is created. If the committee's charge and function does not involve the management responsibility for the affairs of GCA, then persons who are not currently Members of the Board may also be designated to serve on such committees. These committees may not exercise the authority of the Board when prohibited by the Code. Each committee will report regularly to the Board at meetings and make any recommendation to the Board it determines to be appropriate. The chair and Membership of each committee will serve at the pleasure of the Board. Committee Membership will continue until the next annual meeting of the Board or dissolution of the committee by the Board or its charge. Committee Members may be removed by majority vote of the Members of the Board. Each standing committee is to be established by the inclusion of its name and charge in the following paragraphs of this section, and adopted in accordance with these bylaws:

- (1) Any committees the Board or the Members will deem necessary.

The Board may expand the charge of any committee generally or for a specific project when circumstances warrant.

3.10. Creation of Powers of Committees

The Board, by resolution adopted by a majority of the Board Members then in office, may create one or more committees, to serve at the pleasure of the Board. Appointments to committees of the Board will be by majority vote of the Board. The Board may appoint one or more Board Members as alternate Members of any such committee, who may replace any absent Member at any meeting. Any such committee will have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may:

- (a) Take any final action on any matter. In particular, all decisions made at committee level are considered recommendations to the Board and will need to be ratified by a majority of the Board then in office.
- (b) Exercise the authority of the Board when prohibited by the Code.
- (c) Fill vacancies on the Board or any committee of the Board;
- (d) Amend or repeal bylaws or adopt new bylaws;

- (e) Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- (f) Create any other committees of the Board or appoint the Members of committees of the Board;
- (g) Approve any contract or transaction to which the Charter School is a party and in which one or more of its directors, officers, or Board Members has a material financial interest;
- (h) Violate the procedures mandated by the Georgia Open Meetings Act (“OMA”)

3.11. Committee Meetings and Actions

Meetings and actions of committees of the Board will be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each committee meeting will be kept and will be filed with the GCA records. Special requirements of committee meetings include:

- (a) No committee meeting may be held without the presence of the Committee Chair or his/her designee from the Board.
- (b) All committee recommendations must be forwarded to the Board by the Committee Chair with a recommendation to approve, disapprove, or no action taken, by a majority vote of all committee Members.

The Board may adopt other particular rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted other particular rules, the committee may do so, as long as these rules are consistent with GCA’s bylaws.

**ARTICLE IV:
MEETINGS and VOTING**

4.1. Quorum and Voting.

A majority of said Members will constitute a quorum for the transaction of business. All resolutions adopted and all business transacted by the Board will require the affirmative vote of a majority of the Members present at the meeting. The affirmative vote of the majority of Members present may constitute an act of the Board, unless otherwise specified by policy or by these bylaws. "Members present" will mean all Members physically present together with those Members not physically present who can hear and are heard by the Members physically present.

4.2. Record of Vote

An affirmative vote of a majority of the Members of the Board, duly recorded, indicating how each Member voted, will be used in order to take action.

4.3. Open Meetings and Open Records Act.

The Board will abide by the Georgia Open Meetings Act, O.C.G.A. 50-14-1, et seq., and Open Records Act, O.C.G.A. 50-18-70, et seq., which are Exhibits A and B, respectively, to these bylaws and incorporated herein by reference.

4.4. Annual Meeting.

The annual meeting of the Board will be held each year on such date as may be determined by the Board, for the purpose of electing Members/Officers and transacting any and all business that may properly come before the meeting and such annual meeting will be held at such place, either within or without the State of Georgia, as may be determined by the Board and as will be designated in the notice of said meeting. Attendance at such meeting in person or by proxy will constitute a waiver of notice thereof. As required by the Code, at its annual meeting each year the GCA Board will receive reports from the Chair concerning the activities of GCA, and from the CFO concerning the financial condition of GCA.

4.5. Special Meetings; How Called.

Special meetings of the Board may be called for any purpose whatsoever, at any other time by: (1) the Chair, (2) the Vice Chair, or (3) any three Members of the Board. The purpose of each special meeting must be stated in the notice.

4.6. Notice of Meetings.

The Head of School or Board Chair will give notice of the time, date, and location of each meeting of the Board not less than seven (7) days before the scheduled meeting date. Normally, the notice is to be sent by email to the address of each Member and to any party required by law. Any notice mailed first class will be considered effective upon dispatch. Any notice transmitted by any other means will be considered effective when it is received. In emergencies where seven days' notice cannot be given, notice may be made by any reasonable mean as directed by the Board. Meeting notices must include a description of any proposal that is required to be approved under Georgia law. Notice of any annual or special meeting may be waived by instrument in writing executed before or after the meeting. Attendance in person at any annual or special meeting will constitute a waiver of notice thereof.

4.7. Consent in Lieu of Meeting.

Any action to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing, setting forth the action so taken, will be consented to in writing by the majority of the Members. The action and the vote is then to be restated at the next public meeting and become part of the formal minutes.

4.8. Location of Meetings.

A meeting of GCA may be held at any place in the United States. Although the designation of a usual meeting date, time or location is reserved to GCA, the Board may determine a different location for a particular meeting as circumstances warrant.

4.9. Use of Contemporaneous Communications Systems for Board Meetings.

The Board, or any Board committee, may utilize a contemporaneous communications system in which all participants in the meeting can hear each other; and participation in a meeting by this system constitutes the presence of the participant at the meeting.

The Board, or any Board committee, may utilize electronic forms of communication that affords every recipient the opportunity to review all the information presented and allows Members to exchange ideas and thoughts (it is anticipated that the committees will utilize email to communicate during the time between scheduled meetings).

4.10. Use of Contemporaneous Communications Systems for Board Votes or Actions.

The Board, or any Board committee, may utilize any form of electronic communication system available to them to vote on any given issue or action where all voting Members are copied on the vote.

**ARTICLE V:
FISCAL PROVISIONS and RECORDS**

5.1. Contracts.

The Board is empowered to execute contracts on behalf of GCA subject to the limitations of these bylaws. The Board lacks capacity to contract on its own behalf, and no Member has authority to enter any contract on behalf of the Board. The Board Chair and CFO have general authority to execute on behalf of GCA any contract(s) in the furtherance of GCA's charitable and educational purposes. The Board may, by resolution, grant one or more additional Board Members and the Head of School general authority to execute such contracts or limited authority to execute specified contracts. The Board may, by resolution, authorize the Head of School to grant, on an as-needed basis, a designee limited authority to execute specified contracts in the furtherance of GCA's charitable and educational purposes

5.2. Drafts and Notes.

All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of GCA, will be signed by such officers or agents as determined by Board Policy and/or approved GCA Financial Policies.

5.3. Authorized Signatories.

The Board will designate appropriate authorized signatories for all contracts, deposit accounts, and other accounts.

5.4. Deposits.

All funds of GCA will be deposited from time to time to the credit of GCA in such banks, trust companies, or other depositories as the Board determines.

5.5. Gifts.

The Board may accept on behalf of GCA any contribution, gift, or bequest or devise for the general purpose or for any special purpose of GCA.

5.6. Budget and Fiscal Year.

The fiscal year of GCA will begin on the first day of July and end on the last day of June of the following year. Not less than thirty (30) days prior to the beginning of the next fiscal year, the Board will approve the budget for the upcoming fiscal year. Prior to approval, in accordance with the requirements of O.C.G.A. 20-2-167.1, the Board will hold at least two public meetings to allow for public input on its proposed annual budget. The Finance Committee meetings may qualify as one of the public meetings.

5.7. Records.

GCA will keep correct and complete books and records of account and will also keep minutes of all proceedings of its Board and committees having any of the authority of the Board and will keep, at the office of the Head of School, a record giving the names and addresses of the board Members entitled to vote. All books and records of the Board may be inspected by any other board Member, or his agent or attorney for any proper purpose, at any reasonable time.

**ARTICLE VI:
INSPECTION RIGHTS**

6.1. Board Members' right to inspect.

Every Board Member will have the right at any time to inspect the GCA's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by Georgia and federal law. The inspection may be made in person or by the board Member's agent or attorney. The Right of Inspection includes the right to copy and make extracts of documents as permitted by Georgia and federal law. The right to inspect may be circumscribed in instances where the right to inspect conflicts with Georgia or federal law pertaining to access to books, records, and documents. Specifically, using a policy checklist, a Board designate will validate a sample of the school financial policies annually to ensure adherence and report back any deficiencies at the following Finance Committee meeting and recommend changes if applicable.

6.2. Accounting Records and Minutes.

On written demand on GCA, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members, the Board, and committees of the Board at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney. This right of inspection extends to the records of any subsidiary of GCA.

ARTICLE VII: INDEMNIFICATION

7.1. Authority to Indemnify.

(a) GCA will indemnify or obligate itself to indemnify an individual made a party to a proceeding because he or she is or was a Member, officer, employee or agent of GCA, or was serving at the request of GCA as a Member, officer or employee or agent of another corporation, partnership, joint venture, trust or other enterprise for reasonable expenses, judgments, fines, penalties and amounts paid in settlement (including attorneys' fees), incurred in connection with the proceeding if the individual acted in a manner he or she believed in good faith to be in or not opposed to the best interests of GCA and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of "nolo contendere" or its equivalent, is not, of itself, determinative that the Member, officer, employee or agent did not meet the standard of conduct set forth above. Indemnification permitted under this Section (a) in connection with a proceeding by or in the right of GCA is limited to reasonable expenses incurred in connection with the proceeding.

(b) Under the circumstances prescribed in Section 7.2, GCA will indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of GCA to procure a judgment in its favor by reason of the fact he or she is or was a Member, officer, employee or agent of GCA, or is or was serving at the request of GCA as a Member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of GCA; except that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable to GCA, unless and only to the extent that the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court will deem proper.

7.2. Mandatory Indemnification.

To the extent that a Member, officer, employee or agent of GCA has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party, or in defense of any claim, issue or matter therein, because he or she is or was a Member, officer, employee or agent of GCA, GCA will indemnify the Member, employee or agent against reasonable expenses incurred by him or her in connection therewith.

7.3 Advance for Expenses.

The Corporation will pay for or reimburse the reasonable expenses incurred by a Member, officer, employee or agent of GCA who is a party to a proceeding in advance of final disposition of the proceeding if (i) he or she furnishes GCA written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 7.1 of this Article 7, and (ii) he or she furnishes GCA a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification. The undertaking required by this section must be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment.

7.4. Court-Ordered Indemnification and Advances for Expenses.

A Member, officer, employee or agent of GCA who is a party to a proceeding may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction.

7.5 Determination of Indemnification.

Except as provided in Section 7.2 hereof and except as may be ordered by the court, GCA may not indemnify a Member, officer, employee or agent under Section A unless authorized thereunder and a determination has been made in the specific case that indemnification of the Member, officer, employee or agent is permissible in the circumstances because he or she has met the standard of conduct set forth in Section 7.1 (a). The determination will be made

- (a) by GCA Board by majority vote of a quorum consisting of Members not at the time parties to the proceedings;
- (b) if a quorum cannot be obtained, by majority vote of a committee duly designated by GCA Board (in which designation Members who are parties may participate), consisting solely of two or more Members not at the time parties to the proceeding;
- (c) by special legal counsel
 - i. selected by GCA Board or its committee in the manner prescribed in paragraph (a) or (b) of this section; or
 - ii. if a quorum of GCA Board cannot be obtained and a committee cannot be designated or selected by majority vote of the full Corporation Board (in which selection Members who are parties may participate).

7.6. Authorization of Indemnification.

Authorization of indemnification or determination of an obligation to indemnify and evaluation as to the reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses will be made by those entitled under subsection 7.5(c) to select counsel.

7.7. Other Rights.

The indemnification and advancement of expenses provided by or granted pursuant to this Article 7 will not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, resolution, agreement or contract either specifically or in general terms approved by the affirmative vote of a majority of GCA Board taken at a meeting the notice of which specified that such bylaw, resolution or agreement would be placed before GCA Board, both as to action by a Member, trustee, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position; except that no such other rights, in respect to indemnification or otherwise, may be provided or granted to a Member, trustee, officer, employee or agent pursuant to this Article 7 by GCA for liability for (i) any appropriation, in violation of his or her duties, of any business opportunity of GCA; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code dealing with illegal or unauthorized distributions of corporate assets, whether as dividends or in liquidation of GCA or otherwise; or (iv) any transaction from which the Member derived an improper material tangible personal benefit.

7.8. Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is or was a Member, officer, employee or agent of GCA or who, while a Member, officer, employee or agent of GCA, is or was serving at the request of GCA as a Member, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Member, officer, employee or agent whether or not GCA would have power to indemnify him or her against the same liability under this Article 7.

7.9. Continuation of Expenses.

The indemnification and advancement of expenses provided by or granted pursuant to this Article 7 will continue as to a person who has ceased to be a Member, trustee, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.

**ARTICLE VIII:
CODE PROVISIONS INCORPORATED**

8.1. Procedures Where Board Members have Conflicting Interest in Transaction.

The provisions of the Code and of the Rules of the State Board of Education relating to the procedures to be applied where a Board Member has a conflicting interest in a transaction involving GCA, are adopted by GCA by this reference as a bylaw of GCA.

8.2. Sales of Assets Outside Regular Course of Business.

The provisions of the Code relating to the sale of all, or substantially all of the assets of GCA outside the regular course of business, are adopted by GCA by this reference, as a bylaw of GCA.

8.3. Records to be Kept; Right of Inspection.

The provisions of the Code relating to the records of GCA are adopted by GCA by this reference, as a bylaw of GCA. The Board or the Membership may adopt any needful rules or regulation necessary to implement these provisions.

**ARTICLE IX:
AMENDMENTS**

9.1. Amendments to Articles of Incorporation.

Any change in the articles of incorporation of GCA is not adopted unless the following has occurred:

(1) Each proposal is submitted to the Board as to whether the proposal should be adopted, be adopted with amendments, or be rejected, and the Board' reasons for their recommendation. The Board may condition its recommendation with any reasonable stipulations the Board deems appropriate.

(2) After issuing its proposal, the Board will vote on the proposed change to the articles of incorporation and a majority vote will be required to effectuate such a change.

(3) The minutes of the meeting will contain the vote of the Board and any discussion surrounding the vote.

(4) Once adopted, no change is effective until it is filed with the Georgia Secretary of State as required by the Code.

9.2. Amendments to Bylaws.

Any change in these bylaws is not adopted unless the following has occurred:

(1) Each proposal is submitted to the Board as to whether the proposal should be adopted, be adopted with amendments, or be rejected, and the Board' reasons for their recommendation. The Board may condition its recommendation with any reasonable stipulations it deems appropriate.

(2) After issuing its proposal, the Board will vote on the proposed change to these bylaws and a simple majority vote will be required to effectuate such a change.

(3) The minutes of the meeting will contain the vote of the Board and any discussion surrounding the vote.

(4) Once adopted, any change to these bylaws is immediately effective, unless some later date is designated in the proposal.

ARTICLE X:
SEAL

10.1 Use and Custody.

The seal of the corporation will be in such form as the Board may from time to time determine. In the signature of the corporation followed by the word "Seal" enclosed in parentheses or scroll, will be deemed the seal of the corporation. The seal will be in the custody of the Chair and affixed by him or her on appropriate papers. The seal may also be used by the Vice-Chair and CFO as warranted to carry out their duties.

ARTICLE XI
CODE SECTION 501(c)(3) TAX EXEMPTION

11.1 Limitations on Activities. No substantial part of the activities of this Corporation will be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise provided by Code Section 501(h), and this Corporation will not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate of public office.

11.2 Prohibition Against Private Instrument. No part of the net earnings of this Corporation will inure to the benefit of, or be distributable to, its Members, officers, or other private persons, except that GCA will be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this Corporation.

11.3 Distribution of Assets. Upon dissolution of GCA's affairs, the Board will, after paying or making provision for the payment of all liabilities of GCA, distribute, transfer, convey, deliver and pay over any of the assets of GCA received and held by GCA subject to limitations permitting the use only for charitable, educational and similar purposes to any other organization which qualifies to preserve GCA's nonprofit tax status under the Code and the Georgia Nonprofit Corporation Code, provided. Any such assets not so disposed of will be disposed of by a court of competent jurisdiction for the county in which the principal office of GCA is located, exclusively for such purposes or to such organization or organizations as said Court will determine which are organized and operated for charitable, educational or similar purposes.

Signatures to follow text of bylaws: