

BY LAWS
OF
SAVANNAH-CHATHAM COUNTY PUBLIC
SCHOOLS EDUCATION FOR A.L.L. FOUNDATION, INC.

ARTICLE I

OFFICES

The Corporation shall at all times maintain a registered office in the State of Georgia and a registered agent at that address, but may have other offices located within or without the State of Georgia as the Board of Directors may determine.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. General Powers. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation.

Section 2.2. Number and Term of Office. The number of voting directors shall be seven (7) or such other number, but not less than seven (7) nor more than fifteen (15), as may be designated from time to time by resolution of a majority of the entire Board of Directors. Directors shall serve for a term of two (2) years and until their successors have been elected, with approximately one-half of the Board of Directors coming up for re-election each year. Directors may serve successive and multiple terms. The Superintendent and President of The Board of Education for the City of Savannah and County of Chatham shall be non-voting members of the Board.

Section 2.3. Vacancies. The directors may (1) fill the place of any director which may become vacant prior to the expiration of the director's term, such appointment by the directors to continue until the expiration of the term of the director whose place has become vacant, or (2) fill any directorship created by reason of an increase in the number of directors, such appointment by the directors to continue for a term of office until the annual meeting of the Board of Directors.

Any director may be removed from office with or without cause by the affirmative vote of a majority of the directors entitled to vote at any special meeting of directors called for that purpose.

Section 2.4. Place of Meeting. The Board of Directors may hold their meetings and keep the books of the Corporation in Chatham County, Georgia, at such place or places as they may from time to time determine by resolution or by written consent of all the directors. The Board of

Directors may hold their meetings by telephone conference or other similar electronic communications equipment pursuant to which each participant at the meeting can hear the other.

Section 2.5. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board. The annual meeting of the Board of Directors shall be held on the first Monday of February in each year if not a legal holiday, and if a legal holiday then on the next succeeding day not a legal holiday, unless otherwise determined by resolution by the Board of Directors for the purpose of electing directors to succeed those whose terms have expired as of the date of such annual meeting. Notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed or e-mailed to each director at least three (3) days prior to the first meeting held pursuant to such resolution. The Board may transact any business that comes before it. Any additional business may be transacted at any regular meeting of the Board.

Section 2.6. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by any director or by the President. The Secretary shall give notice of each special meeting of the Board of Directors, which notice shall specify the time and place of the meeting, at least two (2) days prior to the meeting by personal delivery, regular or e-mail, but such notice may be waived by any director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings.

Section 2.7. Quorum. A majority of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the articles of Incorporation or by these bylaws. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the directors present at the meeting.

Section 2.8. Action in Lieu of Meeting. Any action to be taken at a meeting of the directors, or any action that may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and any further requirements of law pertaining to such consents have been complied with. An affirmative or negative statement in an e-mail shall constitute a "signature" for these purposes.

Section 2.9. Compensation for Directors. Directors shall not receive any stated salary for their services as such, but each director shall be entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board or of any Committee and such reimbursement and compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.10. Nominating Committee. The Board of Directors shall elect a Nominating Committee consisting of the President and at least two (2) other directors. The Nominating Committee shall be selected by the Board of Directors. The Nominating Committee shall be responsible for preparing a slate of directors for election at the next annual meeting of the Board of Directors.

Section 2.11. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE III

OFFICERS

Section 3.1. Election, Tenure and Compensation. The officers of the Corporation shall consist of a President, a Secretary, and a Treasurer who shall be elected by the Board of Directors. Such other officers may be elected by the Board of Directors or appointed as provided in these bylaws. The officers shall be elected or appointed at the annual meeting of the Board of Directors to serve a term of one (1) year, or such other term as provided by resolution of the Board of Directors or the appointment to office. Each officer shall 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. The officers need not be directors.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors, and all officers, agents and employees shall hold office at the discretion of the Board of Directors.

Section 3.2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation and shall have general charge and control of all its business affairs and properties.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

Section 3.3. Powers and Duties of the Vice President. The Board of Directors may appoint a Vice President or more than one Vice President. Any Vice President (unless otherwise

provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice President, and the taking of any action by any such Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

Section 3.4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of directors and all other notices required by law or by these bylaws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors upon whose written request the meeting is called as provided in these bylaws. The Secretary shall record all the proceedings of the meetings of directors in books provided for that purpose, and he shall perform such other duties as may be assigned to him by the directors or the President. He shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the President, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of secretary of a corporation, subject to the direction and control of the Board of Directors and the President.

Section 3.5. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, moneys, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall perform all of the duties generally incident to the office of the treasurer of a corporation, subject to the direction and control of the Board of Directors and the President.

Section 3.6. Assistant Secretary. The Board of Directors may appoint an Assistant Secretary or more than one Assistant Secretary. Each Assistant Secretary shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Secretary in the absence or disability of the Secretary and shall have such other powers and shall perform

such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Secretary, the duties of the office shall be performed by any such Assistant Secretary, and the taking of any action by any such Assistant Secretary in place of the Secretary shall be conclusive evidence of the absence or disability of the Secretary.

Section 3.7. Assistant Treasurer. The Board of Directors may appoint an Assistant Treasurer or more than one Assistant Treasurer. Each Assistant Treasurer shall (except as otherwise provided by resolution of the Board of Directors) have power to perform all duties of the Treasurer in the absence or disability of the Treasurer and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Treasurer, the duties of the office shall be performed by any Assistant Treasurer, and the taking of any action by any such Assistant Treasurer in place of the Treasurer shall be conclusive evidence of the absence or disability of the Treasurer.

ARTICLE IV

CORPORATE SEAL

4.1. Seal. The seal of the corporation shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, or in the event the Board of Directors shall not have determined to adopt a corporate seal, the signature of the Corporation followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Corporation. The seal shall be in the custody of the Secretary and affixed by him or his assistants to all appropriate papers.

ARTICLE V

BANK ACCOUNTS AND LOANS

5.1. Bank Accounts. Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the Corporation, and made or signed by such officers or agents; and each bank with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the board of directors, until written notice of the revocation of the authority of such officers or agents by the board of directors shall have been received by such bank. There shall from time to time be certified to the banks or trust companies in which funds of the corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this section, all such checks, drafts and other instruments or orders for payment of money shall be signed by the President or a Vice President and counter-signed by the Secretary or Treasurer.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1. Fiscal Year. The fiscal year of the Corporation shall end on the last day of June of each year.

6.2. Notices. Whenever, under the provisions of these by-laws, notice is required to be given to any director or officer it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a prepaid envelope, addressed to each director or officer at such address as appears on the books of the Corporation, or by e-mail. Such notice shall be deemed to be given at the time the same shall be thus mailed or e-mailed. Any director or officer may waive any notice required to be given under these by-laws.

ARTICLE VII

AMENDMENTS

The Board of Directors shall have the power and authority to amend, alter or repeal these by-laws or any provision thereof, and may from time to time adopt additional by-laws.

ARTICLE VIII

INDEMNIFICATION AND ADVANCES FOR CERTAIN EXPENSES

8.1. Authority to Indemnify. Except as otherwise provided in this section, the Corporation may indemnify an individual who is a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal) because he or she is or was a director, against liability to pay a judgment, settlement, penalty, fine (including the obligation to pay an excise tax assessed with respect to an employee benefit plan), or reasonable expenses, including counsel fees, incurred with respect to the proceeding if:

(1) Such individual conducted himself or herself in good faith; and

(2) Such individual reasonably believed:

(A) In the case of conduct in his or her official capacity as director of the Corporation, that such conduct was in the best interests of the Corporation;

(B) In all other cases, that such conduct was at least not opposed to the best interests of the Corporation; and

(C) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful.

A director's conduct with respect to an employee benefit plan, for a purpose he or she believed in good faith to be in the interests of the participants in and beneficiaries of the plan, is conduct that satisfies the requirement of subparagraphs (1) and (2) of this Section 8.1. Further, 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 director did not meet the standard of conduct described in this section. The Corporation may not indemnify a director under this section in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses, including counsel fees, incurred in connection with the proceeding if it is determined that the director has met the standard of conduct under this section, or in connection with any other proceeding with respect to conduct for which the director was adjudged liable on the basis that a personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity as a director of the Corporation.

8.2 Mandatory Indemnification. The Corporation shall indemnify a director

who was wholly successful, on the merits or otherwise, in the defense of any proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitative, or investigative, and whether formal or informal) to which the director was a party because he or she was a director of the Corporation, against the reasonable expenses, including counsel fees, incurred by the director in connection with the proceeding.

8.3 Advance for Expenses. Before the final disposition of a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitative, or investigative, and whether formal or informal), the Corporation may advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director who is a party to that proceeding because he or she is a director if he or she delivers to the Corporation:

(1) A written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 8.1 (and in O.C.G.A. § 14-3-851), or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation (as authorized by O.C.G.A. § 14-3-202(b)(4)); and

(2) His or her written undertaking to repay any funds advanced if it is ultimately determined that the director is not entitled to indemnification under the provisions of Part 5 of Article 8 of the Georgia Nonprofit Corporation Code or under these bylaws. This undertaking must be an unlimited general obligation of the director but need not be secured and may be accepted by the Corporation without reference to the financial ability of the director to make repayment.

Authorizations under this section shall be made by the board of directors: (a) where there are two or more disinterested directors, by a unanimous vote of all the disinterested directors or (b) if there are fewer than two disinterested directors, then advancements shall not occur until the proceeding involving the directors has been concluded.

8.4 Court-Ordered Indemnification or Advance for Expenses. A director who is a party to a proceeding (and whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitative, or investigative, and whether formal or informal), because he or she is a director may apply for indemnification or advance for expenses (including counsel fees) to the court conducting the proceeding or to another court of competent jurisdiction. After receipt of the application and after giving any notice it considers necessary, the court shall order indemnification or advance for expenses if it determines: (1) that the director is entitled to indemnification under this Article, or (2) in view of all of the relevant circumstances, that it is fair and reasonable to indemnify or advance expenses to the director, even if the director has not met the relevant standard of conduct in Section 8.1, or failed to comply with the procedure in Section 8.3, or was adjudged liable in a proceeding by or in the right of the Corporation, except for reasonable expenses, including counsel fees, incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under this section, or in connection with any other proceeding with respect to conduct for which the director was adjudged liable on the basis that a personal benefit was improperly

received by him or her, whether or not involving action in his or her official capacity as a director of the Corporation. If the court determines that the director is entitled to indemnification or advance for expenses, it may also order the Corporation to pay the director's reasonable expenses, including counsel fees, to obtain court-ordered indemnification or advance for expenses.

8.5 Procedure for Determination. The Corporation may not indemnify a director under Section 8.1 unless authorized under the terms of Section 8.1, and a determination has been made for a specific proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), that indemnification of the director is permissible in the circumstances because the director has met the relevant standard of conduct set forth in Section 8.1. The determination shall be made:

(1) If there are two or more disinterested directors, by the board of directors by a unanimous vote of all of the disinterested directors; or

(2) If there are fewer than two disinterested directors, then no indemnity shall occur until the proceedings involving the directors has been concluded.

8.6. Authorization of Indemnification Exceeding Statutory Levels. This section authorizes the Corporation to indemnify or obligate itself to indemnify a director made a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), including a proceeding brought by or in the right of the Corporation, without regard to the limitations contained in Part 5 of Article 8 of the Georgia Nonprofit Corporation Code, or of other provisions of this Article. The Corporation shall not indemnify a director under this section for any liability incurred in a proceeding in which the director is adjudged liable to the Corporation for: (1) any appropriation, in violation of the director's duties, of any business opportunity of the Corporation, (2) acts or omissions which involve intentional misconduct or a knowing violation of law, (3) the types of liability respecting improper corporate distributions under O.C.G.A. § 14-3-831, or (4) any transaction from which the director received an improper personal benefit. Before the Corporation may advance or reimburse expenses of a director prior to the final disposition of a proceeding, as approved or authorized under this section, the director is to furnish to the Corporation a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior described in the preceding sentence of this section and furnish to the Corporation a written undertaking, executed personally or on his or her behalf, to repay any funds advanced if it is ultimately determined that the director is not entitled to indemnification under this section.

8.7. Indemnification or Advance of Expenses for Officer of Corporation; Indemnification or Advance of Expenses for Employees and Agents.

(A) The Corporation may indemnify and advance expenses under this Article to

an officer of the Corporation who is a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), because he or she is an officer of the Corporation to the same extent as a director, as provided in this Article. If an officer of the Corporation is not a director, or although the officer is also a director, because the sole basis on which he or she is made a party to the proceeding is an act or omission solely as an officer, the Corporation may indemnify or advance expenses to such further extent as permitted by the laws of Georgia, except for liability arising out of conduct that constitutes: (a) appropriation, in violation of his or her duties as an officer, of any business opportunity of the Corporation, (b) acts or omissions which involve intentional misconduct or a knowing violation of law, (c) the types of liability for improper corporate distributions (as specified in O.C.G.A. § 14-3-831), or (d) the receipt of an improper personal benefit. An officer of the Corporation who is not a director is entitled to mandatory indemnification under Section 8.2, may apply to a court for indemnification for advances for expenses under Section 8.4 to the same extent to which a director may be entitled to indemnification for advances for expenses.

(B) The Corporation shall indemnify and advance expenses to an employee or agent of the Corporation who is not a director to the fullest possible extent, consistent with public policy and to the fullest extent permitted by the laws of Georgia. The procedures for such indemnification or advance shall be consistent with those for directors or officers of the Corporation.

8.8 Insurance. The Corporation may purchase and maintain insurance on behalf of each individual who is a director, officer, employee, or agent of the Corporation, or who, while a director, officer, employee or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

8.9 Prior Obligation to Indemnify or Advance Expenses. Pursuant to the provisions of O.C.G.A. §14-3-858, the Corporation is authorized to obligate itself in advance of the act or omission giving rise to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), to provide indemnification or advance funds to pay for or reimburse expenses of a director, officer, employee or agent to the fullest extent permitted by the laws of Georgia. The Corporation has power to pay or reimburse a director or officer in connection with his or her appearance as a witness in a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), at a time when he or she is not a party. Further, except to the extent limited in Section 8.7, this Article does not otherwise limit the Corporation's power to indemnify, advance expenses to, or provide or maintain insurance on behalf of an employee or agent.

8.10 Definitions for Article VIII. As used in this Article VIII, unless the context clearly requires a different meaning, the term:

- (A) "Corporation" includes any domestic or foreign predecessor entity of a corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction;
- (B) "Director" or "officer" means an individual who is or who was a director or officer, respectively, of a corporation, or who, while a director or officer of a corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by the director or officer to the plan or to participants in or beneficiaries of the plan. Further, unless the context otherwise requires, "director" or "officer" includes the estate or personal representative of a director or officer.
- (C) "Disinterested director" means a director who at the time of a vote or other action by the board of directors of the corporation is not a party to the proceeding; or is an individual who is not a party to a proceeding having a familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's judgment when voting on the decision being made.
- (D) "Expenses" includes counsel fees.
- (E) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
- (F) "Official capacity" means when used with respect to a director, the office of director in the corporation, and when used with respect to an officer, as contemplated in Section 8.7, the office in the corporation held by the officer. "Official capacity" does not include service for any other domestic or foreign corporation or any partnership, joint venture, trust, employee benefit plan, or other entity.
- (G) "Party" means an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

- (H) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal.