

BY-LAWS

OF

MARIANA BRACETTI ACADEMY CHARTER SCHOOL

**1840 Torresdale Avenue
Philadelphia, Pennsylvania 19124**

**AS APPROVED AND ADOPTED ON:
September 4, 2019**

Section 1. Name, Objects and Purposes, Mailing Address, Corporate Seal, and Fiscal Year

1.1 Name. The name of this nonprofit corporation shall be MARIANA BRACETTI ACADEMY CHARTER SCHOOL, hereafter referred to as the “Charter School.”

1.2 Objectives and Purposes. The objectives and purposes of the Charter School are: (1) to foster quality public education and to advance the interests of public school students through the promotion and advocacy of community schools; (2) to stimulate the development of innovative programs in public education; (3) to provide opportunities for innovative learning and assessments; (4) to provide parents and students with greater options in choosing a school within Philadelphia County; and (5) to hold teachers, parents, and school administrators accountable for the student educational process. The Charter School is incorporated under the Nonprofit Corporation Law of 1988, as amended, of the Commonwealth of Pennsylvania, and shall be organized and operated exclusively for charitable, scientific, literary and educational purposes permitted within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including the purposes specified in Act No. 1997-22 of the General Assembly of the Commonwealth of Pennsylvania known as and referred to herein as the “Charter School Law.” In furtherance of these purposes, the Charter School may exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon nonprofit corporations and schools formed pursuant to the Charter School Law.

1.3 Mailing Address. The mailing address of the Charter School shall be:
MARIANA BRACETTI ACADEMY CHARTER SCHOOL
1840 Torresdale Avenue
Philadelphia, Pennsylvania 19124

The Board of Trustees may change this address as necessary.

1.4 Fiscal Year. The fiscal year of the Charter School shall, unless otherwise decided by the Trustees, coincide with the fiscal year of the School District of Philadelphia.

1.5 Corporate Seal. The Trustees may adopt and alter the corporate seal, inscribed with the name of the School, the year of its organization and the words “Corporate Seal, Pennsylvania” and such other details as may be specified by the Board of Trustees.

Section 2. Membership

- 2.1** Membership. The Charter School shall have no members. Such persons who from time to time constitute the Board of Trustees of the Charter School shall for all intents and purposes be taken to be a member of the Charter School. Whenever any person shall, for any reason, cease to be a member of the Board of Trustees of the Charter School, such person shall automatically and at the same time cease to be a member of the Charter School. No certificates of membership shall be issued at any time.
- 2.2** Actions of Membership. Any action which by law may be taken by the Board of Trustees of the Charter School only in their capacity as members of the Charter School may be taken by the Board of Trustees at any regular or special meeting thereof, and no designation of any such meeting as a meeting of the members of the Charter School shall be necessary in any notice, waiver of notice, or minutes thereof, or otherwise.

Section 3. Board of Trustees

- 3.1** Composition. The Board of Trustees (hereinafter "Board of Trustees" or "Board") shall be composed of no fewer than three (3) individuals and no more than fifteen (15), all of whom must be qualified to serve on the Board of a charter school in accordance with the Pennsylvania Charter School Law. No member of the Board of School Directors of the Philadelphia School District shall serve on the Board of Trustees.
- 3.2** Initial Appointment of Trustees. The initial five (5) Trustees will be appointed by the Founding Coalition of the Charter School, with the appointments to become effective upon incorporation and shall continue until the end of the terms specified in these bylaws.
- 3.3** Election of Trustees. The Trustees shall be elected annually by the Board of Trustees at the annual meeting held pursuant to the provisions of Section 3.10.3 of these By-laws. If at any other time a vacancy exists on the Board of Trustees, it shall be filled as provided in Section 3.6 of these By-laws. The Trustees will cast an open, public ballot for the election of Trustees. A simple majority of a quorum is required for election.
- 3.4** Term of Office. Each Trustee elected at the annual meeting shall serve until the next annual meeting, unless they resign or are removed by a majority vote of the Board of Trustees. Trustees elected at other regularly scheduled or special meetings of the Board of Trustees shall serve until the

next annual meeting, unless they resign or are removed by a majority vote of the Board of Trustees.

3.5 Resignation. Any Trustee may resign by delivering a written resignation to the Board of Trustees. Such resignation shall become effective upon receipt unless it is specified to be effective at some time later.

3.6 Vacancies.

(a) Any vacancies on the Board of Trustees, shall be filled by a vote of the Board of Trustees. Nominations shall be placed before the Board of Trustees at any regularly scheduled or special meeting open to the public. Nominations shall be made by the Governance Committee. Each Trustee so elected to fill a vacancy of a Board Member originally elected shall hold the office until the next annual meeting during which Trustees will be elected.

(b) If a Trustee resigns by giving notice specifying that such resignation shall be effective at a future time, the Board of Trustees shall have the power to elect a successor, in accordance with section (a) above, to take office when the resignation shall become effective.

3.7 Authority. The Board shall have and exercise the corporate powers prescribed by the laws of the Commonwealth of Pennsylvania, and more particularly described in the Charter School Law and the Charter (the "Charter") of the Charter School. The essential function of the Board shall be policy making, the assurance of sound management, and active participation in the provision of necessary funds. The Board has ultimate responsibility to determine general, academic, financial, personnel and related policies deemed necessary for the administration and development of the Charter School in accordance with its stated purposes and goals. More specifically, the Board's authority shall be, without limitation:

(a) to approve policies and procedures regarding employment, including but not limited, to appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;

(b) to adopt the curriculum or courses of study and text books;

- (c) to authorize the acquisition, management and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction renovation and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A (10) of the Public School Code of 1949, as amended, 24 P.S. 17-1715-A;
- (d) to approve institutional documents and policy statements at the Board's discretion to assure compliance with the Articles of Incorporation, By-Laws, Charter, and Board Policy;
- (e) to sue and be sued, complain and defend and participate as a party or otherwise, but only to the same extent and upon the same condition that political subdivisions and local agencies can be sued;
- (f) to make contracts and leases for the procurement of services, equipment, and supplies;
- (g) to incur temporary debts in anticipation of the receipt of funds;
- (h) to solicit and accept any gifts or grants for Charter School purposes;
- (i) to establish the annual academic calendar;
- (j) to adopt and approve the annual budget and to make revisions therein;
- (k) to establish enrollment policies and procedures;
- (l) to adopt and approve policies and procedures to assess student achievement;
- (m) to approve or ratify all contracts as determined by the policy on contracting;
- (n) to be final arbiter of all disciplinary matters;
- (o) to appoint or dismiss the Principal, Chief Executive Officer and Chief Operating Officer; as defined in Sections 4.8 and 4.9;

- (p) to authorize any annual audit by an independent certified public accountant;
- (q) to fix the salary or other compensation of the Chief Executive Officer, Chief Operating Officer, teachers, and other employees of the Charter School;
- (r) to approve all personnel actions;
- (s) to designate depositories of Charter School funds;
- (t) to have and exercise all of the powers and means appropriate to effect the purpose or purposes for which the Charter School is chartered; and
- (u) to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and not consistent with the Charter School Law.

Any of the actions set forth in this Section 3.7 must be approved by an affirmative vote of a majority of the members of the Board of Trustees then in office.

3.7.1 Real Estate Transactions. A vote of two-thirds (2/3) of the members of the Board of Trustees then in office duly recorded showing how each Trustee voted shall be required to take action on the purchase of real property or the sale, mortgage, lease or other disposal of real property.

3.7.2 Optional Provisions Not Required by Law. An affirmative vote of the majority of the members of the Board of Trustees then in office shall be required in order to take any of the following actions, or to ratify any previously taken action relating to the same subject matter:

- (a) entering into contracts of any kind where the amount involved exceeds \$10,000;
- (b) entering into contracts with an making appropriations to an intermediate unit, school district, or Area Vocational/Technical School for the Charter School's proportionate share of the cost of services provided or to be provided by such an entity; and

- (c) any other action which may be designated by resolution of the Board of Trustees from time to time.

3.8 Committees. The Trustees may elect or appoint committees (which may include individuals who are not Trustees of the Charter School) as they determine necessary. Each committee shall be chaired by a Trustee, unless otherwise agreed by the Board of Trustees. At any meeting of a committee, a quorum for the transaction of business shall consist of a majority of the members of such committee. The members of any committee shall serve on the committee at the pleasure of the Trustee chairing the committee. All Committees must be defined as either a Board Committee or a Parent Advisory Committee. Each Board committee shall be chaired by a Trustee, unless otherwise agreed by the Board of Trustees. A Trustee or a Parent member may chair a Parent Advisory Committee.

3.8.1 Board Committees. Committees of the Board may include, but are not limited to, the following:

- (a) Financial Development. - The Financial Development Committee shall prepare and present a proposed financial budget to the Board of Trustees, and prepare and implement a system of internal fiscal controls. The Treasurer of the Board shall belong to this Finance/Operations Committee.
- (b) Legal. The Legal Committee reviews material contracts, leases, agreements and other documents at the request of the Chairman or the Board of Trustees and makes recommendations to the Board of Trustees regarding such matters. The Legal Committee is also responsible for advising on the selection of legal counsel for the Charter School and overseeing the engagement of such counsel..
- (c) Audit. - The Audit Committee reviews the internal/external audit reports, periodically reviews and evaluates internal controls, assesses compliance with contracts and financial procedure policies, and makes recommendations to the Board of Trustees. The Chief Operating Officer is part of this Committee.
- (d) Governance. The Governance Committee shall oversee matters relating to the composition, organization and effectiveness of the Board of Trustees and its Committees and shall make recommendations to the Board of Trustees.

The Governance Committee shall also nominate a salte of Trustees for election at the annual meeting and shall be responsible for identifying persons qualified to become Trustees and recommending persons to fill any vacancies on the Board of Trustees. The President shall be a member of the Governance Committee.

- (e) Personnel. The Personnel Committee shall establish criteria for the performance and evaluation of the faculty and other employees of the school. This committee shall make recommendations to the Board of Trustees regarding salaries, bonuses and benefits.

The Board of Trustees may establish additional committees as it deems necessary from time to time. Board Committees shall not have the authority to exercise any powers of the Board of Trustees.

- 3.8.2** Parent Advisory Committees – Parent Advisory Committees may include, but are not limited to, the following committees. Parent Advisory Committees shall not exercise any powers of the Board of Trustees and shall only make recommendations to the Board of Trustees.

- (a) Home and School Committee. The Home and School Committee shall prepare and submit to the Board of Trustees written reports recommending proposed committee action, fundraising and social activities.

- (b) Any other committees as deemed necessary by the Board of Trustees.

- 3.9** Adoption and Modification of Policies. The Board Committees will identify areas of need and/or concern and make recommendations to the Board of Trustees for addition to or modification of current policies or By-laws. The Board of Trustees will vote on these recommendations at either a regularly scheduled meeting or a specifically called meeting. A majority vote of all Members of the Board of Trustees then in office will be required for adoption and/or modification of school policies. If such a majority vote is not obtained, the proposed recommendation may be returned to the appropriate committee for refinement.

3.10 Meetings

3.10.1 Regular Meetings. Regular meetings of the Board may be held at such time and at such places as the Trustees determine. Written notice of every meeting and the annual schedule shall be given to each trustee by the Annual meeting in accordance with Section 3.10.7. Reasonable notice shall be made of the first regular meeting following the determination of the Trustees of the time and place of regular meetings. A minimum of six (6) regular meetings are expected to occur each fiscal year

3.10.2 Special Meetings. Special meetings of the Trustees may be held anytime and any place when called by the President of the Board of Trustees or by two or more Trustees. In addition to the notice required by Section 3.10.7 hereof, reasonable notice of the time and place of special meetings shall be given to each Trustee. Such notice will specify the purposes of the meeting. It shall be considered reasonable and sufficient notice to a Trustee to send notice by mail or electronic mail at least three (3) business days before the meeting, addressed to the Trustee at his or her usual or last known residence, or to give notice in person or by telephone at least 24 hours before a called meeting.

3.10.3 Annual Meeting. The Trustees shall meet annually at a place convenient to the Members of the Board of Trustees and members of the community. In the event that the Annual meeting is not held on the specified day, the Trustees may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting, provided that notice is given for the meeting and the notice indicates that the special meeting shall be in place of the annual meeting. Notice of the Annual meeting or notice of a special meeting called in its place, setting forth the date, time and place shall be published in accordance with Section 3.10.7 hereof and shall be mailed to all Trustees at each individual Trustee's usual or last known address not less than seven days prior to the date of the annual meeting. At the Annual Meeting the President and Treasurer shall present an Annual report which shall set forth:

- (a) The assets and liabilities, including the trust funds, of the Charter School as of the end of the fiscal year immediately preceding the date of the report;

- (b) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report;
- (c) The revenue or receipts of the Charter School, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Charter School;
- (d) The expenses or disbursements of the Charter School, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Charter School;
- (e) The capital budget and the operating budget for the Charter School's current fiscal year;
- (f) A schedule of proposed major activities for the current fiscal year; and
- (g) A summary of the Charter School's compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various accrediting and approval agencies.

3.10.4 Quorum. At any meeting of the Trustees, a quorum for the conduct of business by the Board of Trustees shall consist of a majority of the Trustees then in office.

3.10.5 Action of Vote. When a quorum is present at a meeting of the Board of Trustees, a majority of the quorum voting shall decide any question including election of officers, unless otherwise provided by law or these by-laws.

3.10.6 Open Meeting Law. All meetings of the Board of Trustees of the Charter School where actions are formally presented for approval shall be held as public meetings as described in the Sunshine Act, 65 P.S. 271, et seq., Act of July 3, 1986, P.L. 388, as amended (the "Sunshine Act"). Notices of all meetings shall be given in the manner described in the Sunshine Act.

3.10.7 Use of Communication Equipment: Board members may participate in a Board meeting by telephone conference as long as all persons participating in the meeting are able to hear and be heard within compliance of the Sunshine Act of 1986.

3.11 Compensation and Conflicts of Interest. Trustees shall serve as Trustees without receiving any compensation for their services as Trustees. Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 P.S. §§ 401-422. Notwithstanding the foregoing, common interested Trustees may be counted in determining the presence of a quorum at a Board meeting in which a transaction described above is authorized, approved, or ratified.

3.12 Reservation of Powers. None of the following actions may be taken by the Charter School without the prior approval of not less than four-fifths (4/5) of the Board of Trustees:

- (a) to amend the Articles of Incorporation of the Charter School or these By-laws;
- (b) to dissolve or liquidate the Charter School;
- (c) to merge or consolidate the Charter School; and
- (d) to convey, sell or transfer substantially all the Charter School's assets.

Section 4. Officers and Agencies

4.1 Number and Qualification – Criteria for Board Composition. The Officers of the Charter School shall be a President, a Vice President, a Treasurer, and a Secretary. The President, Vice President, Treasurer and Secretary shall be members of the Board of Trustees. A finance background with experience in applied accounting is needed for the office of Treasurer.

4.2 Election. The officers shall be elected annually by the Board of Trustees at the annual meeting held pursuant to the provisions of Section 3.10.3 of these By-laws. If at any other time a vacancy exists in these offices, an officer may be elected to fill a vacancy for the remainder of the term at any special or regular meeting of the Trustees as defined in the By-Laws.

- 4.3 Term of Office. The renewal term of office of the President, Vice President, Secretary, and Treasurer of the Board of Trustees is one-year.
- 4.4 President. The President of the Board of Trustees shall preside at all meetings of the Trustees, except as the Trustees shall otherwise determine; and shall have such other powers and duties as may be determined by the Trustees. The President shall open all meetings of the Board and call such meetings to order, announce the business of the meeting to the Board in the order in which it will be acted upon, state and put to vote all questions regularly moved or action that normally arises in the course of meetings.
- 4.5 Vice President. The Vice President of the Board of Trustees shall have and exercise all the powers and duties of the President in his/her absence or in the event of his/her inability to act as the President. The Vice President shall have such other powers and duties as may be determined by the Board of Trustees.
- 4.6 Treasurer. The Treasurer shall be the chief financial officer of the Charter School. The Treasurer shall be in charge of the Charter Schools' financial affairs, funds, securities, and valuable papers; and shall keep full and accurate records thereof. The Treasurer shall have other duties and powers as designated by the Trustees or President of the Board. The Treasurer shall oversee the efforts of the Certified Public Accountant assigned to audit the books of account of the Charter School. The Treasurer is responsible for the adherence to account procedures of the Charter School as recommended by the Financial Development Committee and adopted by the Board. The Treasurer shall receive all funds, including local, state and federal funds and privately donated funds. The Treasurer shall make payments out of such funds on proper orders approved by the Board of Trustees, signed by the President or Vice President of the Board and the Secretary or Treasurer of the Board. The Treasurer may pay out such funds on orders which have been properly signed without the approval of the Board of Trustees first having been secured for the payments of amounts owing under any contracts which shall have been previously approved by the Board of Trustees and by which prompt payment the Charter School will receive a discount or other advantage. A finance background with experience in applied accounting is needed for the treasurer.
- 4.7 Secretary. The Secretary shall record and maintain records of all proceedings of the Trustees in a book or series of books kept for that

purpose. These books shall be open at all reasonable times to the inspection of any member of the Board of Trustees of the Charter School. Such book or books shall also contain the original or attested copies of the Articles of Incorporation, the By-laws and the names and residence addresses of all members of the Board of Trustees. The Secretary, upon approval by the Board of Trustees, may delegate the taking of minutes of meetings of the Board to a non-member employee of the Board. The Secretary must approve and attest to the accuracy and adequacy of the notes or minutes recorded by the employee of the Board.

- 4.8** Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Charter School and an adviser to, and executive agent of, the Board and shall carry out duties as directed by the Board. The Chief Executive Officer shall be the academic and administrative head of the Charter School and have full responsibility for the operation of the Charter School. The Chief Executive Officer shall bring to the Board such matters as are appropriate to inform the Board fully in its policy-making duties. The Chief Executive Officer shall be responsible to the Board, and shall serve, ex-officio, on all committees of the Board, but shall not have the right to vote.
- 4.9** Chief Operating Officer. The Chief Operating Officer shall be an adviser to, and executive agent of, the Board and shall carry out duties as directed by the Board. The Chief Operating Officer shall be the financial, business and non-academic head of the Charter School. The Chief Operating Officer shall bring to the Board such matters as are appropriate to inform the Board fully in its policy-making duties. The Chief Operating Officer shall be responsible to the Board, and shall serve, ex-officio, on all committees of the Board, but shall not have the right to vote.
- 4.10** Other Officers. The Board of Trustees may elect or appoint such other officers as it deems useful for the proper operation of the Charter School.
- 4.11** Bonding of Officers and Employees. The Treasurer and the Secretary of the Charter School shall furnish a bond in such amount and with such surety as may be required, from time to time, by the Board. At the direction of the Board, any other officer or employee shall furnish a bond in such amount and with such surety as may be required by the Board. The expense of furnishing any such bond shall be paid by the Charter School.

4.12 Standard of Care for Officers and Trustees. Trustees and Officers have a fiduciary relationship to the organization they serve, including in their capacity as members of a committee. Trustees and Officers have an obligation to act in good faith, in a manner he or she reasonably believes to be in the best interest of the School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing their duties Trustees and Officers shall be entitled to rely in good faith on information, opinions, reports or statement, including financial statements and other financial data, in each case prepared or presented by:

1. One or more officers or employees of the School whom the Trustee or Officer reasonably believes to be reliable and competent in the matters presented;
2. Counsel, public accountants or other persons as to matters which the Trustee or Officer reasonably believes to be within the scope of professional competence; or
3. A committee of the Board upon which he or she does not serve, duly acting under the authority of the Board of Trustees.

Section 5. Community Involvement

5.1 Community involvement and input in decision-making will be ensured through the participation by community members on designated committees and in special events sponsored by the Charter School. A community member is defined as a resident of the School District of Philadelphia who is not a parent, student, nor a faculty or staff member of the Charter School.

Section 6. Dues

6.1 The Trustees shall not be required to pay any dues or membership fees.

Section 7. Removal of Officers and Trustees

7.1 Officers. Any elected or appointed officer may be removed from office for failure to perform or conduct detrimental to the Charter School by a two-thirds vote of the Board of Trustees after thirty days written notice to the officer in question. The officer is entitled to a hearing before the Board of

Trustees or before a hearing officer designated by the Board of Trustees prior to a vote of a call for removal.

7.2 Trustees. The Board of Trustees of the Charter School may remove any Trustee from office for failing to attend two (2) consecutive meetings or missing more than three (3) meetings in any fiscal year unless such absences are due to illness, family emergency or other extenuating circumstances. A Trustee may also be removed as required by these By-laws for failing to perform his or her duties as a Trustee of the Charter School. The remaining members of the Board may, after notice to such Trustee, remove such Trustee from office by a majority vote of the other Trustees sitting as a quorum of the Board.

Section 8. Personal Liability

8.1 Limitation of Personal Liability. A member of the Board of Trustees shall not be personally liable for any debt, liability or obligation of the Charter School or for monetary damages, as such, for any action taken, or failure to take any action, unless he or she has both:

- (a) breached or failed to perform the duties of his or her office; and
- (b) such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

8.2 Definitions. The following words and phrases when used in this Section shall have, unless the context clearly indicates otherwise, the meanings given to them in this Section:

“Indemnified Capacity.” Any and all past, present and future service by an Indemnified Representative in one or more capacities as a member of the Board of Trustees, officer, employee or agent of Charter School, or, at the request of the Charter School, as a director, officer, employee, agent, fiduciary or trustee of another Charter School, corporation, partnership, joint venture, trust, employee benefit plan, or other entity or enterprise.

“Indemnified Representative.” Any and all members of the Board of Trustees and officers of the Charter School and any other person designated as an indemnified representative by the Board of Trustees (which may, but need not, include any person serving at the request of the Charter School, as director, officer, fiduciary or trustee of another Charter

School, corporation, partnership, joint venture, trust, employee benefit plan, or other entity or enterprise).

“Liability.” Any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature whatsoever, including without limitation, attorneys’ fees disbursements reasonably incurred;

“Proceeding.” Any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Charter School, or otherwise.

- 8.3** Indemnification. The Charter School shall indemnify a Representative against any Liability in connection with any Proceeding in which the Indemnified Representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an Indemnified Capacity, including without limitation, Liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence, or act or omission giving rise to strict or products liability, so long as such Representative acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Charter School and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, except where such indemnification is expressly prohibited by applicable law or where the conduct of the Representative has been determined to constitute willful misconduct or recklessness within the meaning of the law, sufficient in the circumstance to bar indemnification against Liabilities arising from the conduct.

If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liability to which such person may be subject, the Charter School shall indemnify such Indemnified Representative to the maximum extent for such portion of the Liabilities.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Indemnified Representative is not entitled to indemnification.

- 8.4** Limitations on Indemnification. Notwithstanding any other provision of this Section 8, the Charter School shall not indemnify under this Section 8

an Indemnified Representative for any Liability incurred in a Proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Board of Trustees. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending the rights of an Indemnified Representative granted by or pursuant to this Section 8.4.

- 8.5** Improper Indemnification. Indemnification under this Section 8 shall be made by the Charter School unless determination is reasonably and promptly made that indemnification of an Indemnified Representative is not proper under the circumstances because of grounds for denying indemnification under this Section 8 or under applicable law. Such determination may be made only by the Board of Trustees by a majority vote of a quorum consisting of trustees who were not parties to the Proceeding.
- 8.6** Indemnification Upon Successful Defense. Notwithstanding any other provision of this Section 8, to the extent that an Indemnified Representative has been successful on the merits or otherwise in defense of any Proceeding referred to in this Section 8 or in defense of any claim, issue or matter therein, he or she shall be indemnified against Liabilities actually and reasonably incurred by the Indemnified Representative in connection therewith. The Charter School shall also make such other indemnification as shall be required by statute.
- 8.7** Claimant's Remedy. If a claim under this Section is not paid in full by the Charter School within thirty (30) days after a written claim has been received by the Charter School, the claimant may at any time thereafter bring an action against the Charter School to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Charter School) that the claimant has not met the standards of conduct which make it permissible under applicable law for the Charter School to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Charter School. Neither the failure of the Charter School (including the Board of Trustees or independent legal counsel) to have made a determination prior to the

commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct, nor an actual determination by the Charter School (including the Board of Trustees or independent legal counsel) that the claimant has not met such applicable standards of conduct, shall be a defense to the action or create a presumption that the claimant is not entitled to indemnification.

- 8.8** Insurance. To further effect, secure or satisfy the indemnification obligations provided in this Section 8 or otherwise, the Charter School may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Trustees shall deem appropriate. Absent fraud, the determination of the Board with respect to such amounts, costs, terms and conditions shall be conclusive and shall not be subject to voidability.
- 8.9** Proper Reliance. An Indemnified Representative shall be deemed to have discharged his or her duty to the Charter School if he or she relied in good faith on information, advice or an opinion, report or statement prepared by:
- (a) one or more officers or employees of the Charter School whom such Indemnified Representative reasonably believes to be reliable and competent with respect to the matter presented;
 - (b) legal counsel, public accountants or other persons as to matters the Indemnified Representative reasonable believes are within the professional expert competence of such persons; or
 - (c) a committee of the Board of Trustees on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.
- 8.10** Binding Effect. All rights to indemnification under this Section 8 shall be deemed a contract between the Charter School and the Indemnified Representative pursuant to which the Charter School and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification of this Section 9 shall be prospective only and shall not affect any rights or obligations then existing.

- 8.11** Non-exclusive Remedy. The indemnification of Indemnified Representatives, as authorized by this Section 8, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, agreement, vote of disinterested Trustees or otherwise, both as to action in an official capacity and as to action in any other capacity. The indemnification and advancement of expenses provided by or granted pursuant to this Section 9 shall continue as to a person who has ceased to be an Indemnified Representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such person.
- 8.12** Indemnified Representative. Each person who shall act as an Indemnified Representative of the Charter School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Section 8.

Section 9. Execution of Instruments

- 9.1** General. All contracts, deeds, leases, bonds, notes, and other instruments authorized to be executed by an officer of the Charter School shall be signed by the President and Treasurer of the Board of Trustees, except as the Trustees may generally or in particular cases otherwise determine. Any recordable instrument purporting to effect an interest in real estate, executed in the name of the Charter School by the Board of Trustees shall be binding on the Charter School in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provision of the Charter, By-laws, or votes of the Board of Trustees.
- 9.2** Guarantees. The Charter School shall make no contracts of guarantee without the affirmative vote of two-thirds of the members of the Board of Trustees then in office.

Section 10. Dissolution

- 10.1** Upon dissolution of the Charter School or the winding up of its affairs, the Board of Trustees shall, after making provision for the payment of all of the liabilities of the Charter School, dispose of all of the assets of the Charter School exclusively for the purposes of the Charter School in such manner or to such organizations which are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent United States Internal Revenue law. Any assets not so disposed of shall be disposed of by a court of competent

jurisdiction of the county in which the principal office of the Charter School is then located to such organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent United States Internal Revenue law.

Section 11. Rules of Procedure

- 11.1** The proceedings and deliberations of the Charter School shall be in accordance with rules adopted and amended by the Board of Trustees. All matters not governed by such rules shall be governed by the parliamentary practices established by Robert's Rules of Order, Newly Revised.

Section 12. Nondiscrimination

- 12.1** In administering its affairs, including admissions, hiring, and operation, the Board and the Charter School shall not discriminate on the basis of race, color, religion, national or ethnic origin, disability, sex, sexual orientation or age.

Adopted this 4th Day of September, 2019.