

MONTESSORI PARENTS, INC.

BYLAWS

As Amended May, 2012

ARTICLE I: MEMBERSHIP

Members are the parents (or legal guardians) of regularly enrolled children in The Montessori School of Greater Lafayette. In instances where a younger sibling will become enrolled less than a year following the termination of the enrollment of an older sibling, the parent(s) shall continue to be members during the interim. In all matters of the Corporation, parents of enrolled children shall together or singly have one (1) vote per enrolled child. Either or both parents of each child shall have the right to hold any elected position or to serve on any committee within the Corporation.

ARTICLE II: CORPORATION MEETINGS

- (1) **Regular Meetings** - The Corporation will hold no fewer than two Corporation meetings a school year, times and places to be designated by the Board of Directors. The budget shall be approved and the Board of Directors for the following year elected by the Spring meeting. Each Corporation member shall be notified in writing at least one (1) week prior to the meeting and shall be informed of the proposed agenda at that time. Written statements of any issues requiring a corporation vote shall accompany the agenda.
- (2) **Special meetings** - Special corporation meetings may be held with each member being given five (5) days notice under the following conditions:
 - (a) A majority of the Board of Directors may request the President to convene a special meeting at any time,
 - (b) A self-appointed ad-hoc committee of 20% or more of the membership may request the President to convene a special meeting at any time.
- (3) **Voting** - For the purpose of Corporation decisions, the members in attendance will constitute a quorum. A majority vote will carry a motion, except for changes to the Bylaws (see Article V).
 - (a) A proxy vote, submitted in writing prior to the meeting to the Secretary, shall be considered present.
- (4) **Order** - On points of issue at Corporation meetings, Robert's Rules of Order shall prevail.

ARTICLE III: NOMINATING COMMITTEE

- (1) The Nominating Committee shall be appointed by the President a minimum of four (4) weeks prior to the Corporation meeting designated for Board elections. The constitution of the Nominating Committee shall be two (2) members of the Board and two (2) Corporation members who are not presently serving on the Board.
- (2) The Nominating Committee shall present in writing to the full Corporation membership a proposed slate of candidates at least two (2) weeks prior to the Corporation meeting designated for Board elections. Additional nominations may be made from write-ins or the floor at this Corporation meeting.

ARTICLE IV: BOARD OF DIRECTORS

(1) Board Membership

- (a) The Board shall consist of a minimum of seven (7) members to be elected by the corporation membership. The Board of Directors can include up to three (3) non-corporation members that may serve on the board with full voting privileges. All Board of Director members will be elected by the Corporation membership. The Board may continue to function with as few as five (5) members due to the resignation(s) of Board members until a replacement can be appointed or the next scheduled Corporation meeting when the position(s) shall be filled.
- (b) Board members shall be elected for a two (2)-year term and may succeed themselves indefinitely. Board members may be removed from office by either a three-quarters (3/4) vote of full regular voting membership or by unanimous vote of the remaining Board members.
- (c) Upon resignation of a Board member, the President shall appoint a replacement until the next full Corporation meeting, during which a replacement will be elected.
- (d) A Board member who ceases to be a Corporation member may, at the Board's discretion, serve out the term of office.
- (e) New Board members shall take office at the first scheduled Board meeting following their election.
- (f) Preceding Board members may be asked by the Board to remain in an advisory position through May.

(2) Board Responsibility

The management of the Corporation, its affairs, property and finances shall be entrusted to the Board of Directors, subject at all times to a veto power by three-quarters (3/4) vote of the full regular voting membership of the Corporation. The Board is charged to:

- (a) arrange for an appropriate physical facility for the conduct of the Corporation's school;
- (b) provide appropriate legal contracts through legal counsel as may be needed related to the business of the Corporation;
- (c) provide appropriate insurance on all Corporation properties and activities;
- (d) provide the means for the financial security of the Corporation and its sponsored school, which includes the consideration of outside means of support or loans without personal liability to the Board members;
- (e) secure appropriate Executive Director;
- (f) develop and set student admission criteria and policies in cooperation with the Executive Director;
- (g) establish the annual tuition per child and the schedule(s) of payment for the following academic year. This must be concluded no later than the Spring Corporation meeting as the proposed schedule will be subject to ratification by a majority of the regular voting membership present;
- (h) dismiss any child and his/her parents from enrollment and membership as determined by the Disciplinary Policy set forth by the Board;
- (i) respond fairly and appropriately to any requests for tuition reimbursements or alteration of payment schedules;
- (j) determine the school and fiscal year origin and termination dates, the length and number of school sessions and the number of classes to be sponsored;
- (k) establish policies related to the extent and requirement of parental participation in the day-to-day activities of the school;
- (l) govern all other matters related to the management of the Corporation;
- (m) abide by and revise the Code of Conduct in the Parent Handbook.

(3) Board Meetings

- (a) The Board shall meet at times and places deemed necessary and appropriate by its president and other members, and by special call from the Corporation through the President, but not less than one meeting per month.
- (b) The presence of five (5) voting members at a Board meeting will constitute a quorum for the purposes of transacting Corporation business.
- (c) All Board meetings may be conducted according to Robert's Rules of Order.
- (d) Summaries of Board meetings and dates of regular Board meetings will be made available to Corporation members.
- (e) Any Board member may entrust their proxy vote with another, which must be duly noted in the Board minutes.
- (f) Board meetings, excluding Executive Session, are open to any Corporation member and/or staff member.

(4) Officers

The Board shall elect each year from within its membership a President, a Vice-President, a Treasurer, and a Secretary. These shall be the offices of the Board and the Corporation.

- (a) The President shall preside at all Board and Corporation meetings, and is responsible in general for seeing that the affairs of the Corporation are conducted and transacted in a proper manner, and shall appoint the membership and chair of all Corporation committees.
- (b) The Vice-President shall act as parliamentarian at all meetings, shall preside at Board meetings or Corporation meetings in the absence of the President, and shall assume and perform whatever other duties as the President shall deem appropriate.
- (c) The Treasurer shall oversee the receipt and disbursement of monies of the Corporation as directed by the Board, shall oversee the submission of all legal forms necessary to acquire and maintain tax- exempt and Not-for-profit status of the Corporation, and shall, in general, review all financial records of the Corporation and the Board.
- (d) The Secretary shall keep a record of all the proceedings of the Board and Corporation.

ARTICLE V: BYLAWS AMENDMENTS

- (1) Separate articles or whole Bylaws may be amended or repealed by an affirmative vote of two-thirds (2/3) of the Corporation members.
- (2) Any member may propose amendments to the Bylaws by providing written notice to the membership at least one week before a scheduled Corporation meeting.
- (3) Motions to amend the Bylaws will be in writing.
- (4) Votes on changes to the Bylaws may be cast in writing seven (7) days prior to the Corporation meeting and will conclude at midnight the day of the Corporation meeting.

ARTICLE VI: RECORDS COMPILATION

The financial statement of the organization will be compiled annually by a Certified Public Accountant. This compilation may be called at any time. The completed compilation shall be made available to the Corporation members, upon request.

ARTICLE VII: STATEMENT OF NON-DISCRIMINATION

As a matter of policy and philosophy, Montessori School of Greater Lafayette's hiring, admission and operating procedures are non-discriminatory in terms of race, religion, ethnic origin, gender, age, sexual orientation, or disability.

ARTICLE VIII: INDEMNIFICATION OF OFFICERS AND DIRECTORS

- (1) To the greatest extent not inconsistent with the laws and policies of Indiana, the Corporation shall indemnify and Officer or Director (any such Officer, or Director, who is a person, and any responsible officers, directors, or managers of such Officer or Director which is an Entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding ; provided that it shall be determined in the specific case in accordance with paragraph 4 of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph 3 of this article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph 3 of this Article. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Officer, or Director in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnished the Corporation a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph 3 of this article, (ii) the individual furnishes the Corporation a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph 4 that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph 1(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Corporation may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Corporation shall indemnify an Officer or Director who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph 3 of this Article. Upon demand by an Officer or Director for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the Officer or Director is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of the Articles or Organization.
- (2) The Corporation shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Corporation to the same extent as if such individual was an Officer or Director.
- (3) Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Corporation's best interest, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct, or recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the individual did not meet

the standard of conduct described in this paragraph.

- (4) A determination as to whether indemnification of advancement of expenses is permissible shall be made by the Directors by a majority vote consisting of Directors not at the time parties to the proceeding or by special legal counsel or arbitrator selected by a majority vote of the Directors not at the time parties to the proceeding.
- (5) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.
- (6) Nothing contained in this shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was an Officer, or Director of the corporation or is or was serving at the Corporation's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic Corporation, partnership, association limited liability Corporation, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not.
- (7) Nothing contained in this Article shall limit the ability of the Corporation to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Officers, and Directors to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.
- (8) For the purposes of this Article:
 - (a) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplication costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.
 - (b) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.
 - (c) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
 - (d) The term "proceeding" means any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative and whether formal or informal.
- (9) The Corporation shall purchase and maintain insurance for its benefit, or the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Corporation, whether or not the Corporation would have the power to indemnify such individual against such liability.