

**IDCS, Inc.**  
**Integrated Day Charter School**  
**BY-LAWS**

Article 1

General Provisions

**1.1 Charter:** The name and purpose of the school shall be set forth in its Charter, as amended from time to time. The Charter is hereby made a part of these By-Laws, and the powers of the School, and of its Governing Board and officers, and all matters concerning the conduct and regulation of the affairs of the School, shall be subject to such provisions in regard thereto, if any, as set forth in the Charter. In the event of any inconsistency between the Charter and the By-Laws, the Charter shall be controlling. All references in the By-Laws to the Charter shall be construed to mean the Charter as from time to time amended. These By-Laws govern all operations of IDCS, Inc., to include additional enterprises established beyond the initial operation of the school described in the Charter.

**1.2 Location:** The main office of the School shall initially be located at the place set forth in the Charter of the School. The Governing Board may change the location of the main office and/or establish new other offices as is permitted by law.

**1.3 Fiscal Year:** The school's fiscal year shall end on the 30th of June each year unless otherwise decided by the Governing Board.

Article II

Governing Board

**2.1 Powers:** A Governing Board shall manage the affairs of the School and shall have and may exercise all the powers of the School, except otherwise provided by law, by the Charter or by these By-Laws.

**2.2 Number and Composition:** The Governing Board annually at their annual meeting shall fix the number of Members. The Governing Board shall include:  
four (4) parent/guardian representatives; four (4) faculty representatives, and four(4) community members. The Governing Board shall consist of four Classes of Members. Each of the four classes of shall have three (3) positions for Members--a parent/guardian representative, a faculty representative and a community representative. The terms of the classes shall be staggered such that the members each serve a 4-year renewable term. The Director shall also be a non-voting member of the Board.

**2.3 Election of the Members:** As members rotate off the Board, new members shall be elected by majority vote of the remaining members then in office, or by the full time faculty in the case of a faculty representative.

2.3.1 Parent/Guardian Representative: The parent/guardian Member shall be nominated to the Governing Board by any Member currently serving on the Board.

2.3.2 Faculty Representative: The faculty representative shall be elected by a plurality of votes cast by secret ballot by the full-time faculty members of the staff. Each faculty representative must be a certified faculty member of the School.

2.3.3 Community Representative: Candidates for the community representative positions shall be nominated by any Governing Board Member. The community Board representative should have some of the following experience:

- \*Fundraising expertise
- \*Political/public relations expertise
- \*Technological expertise
- \*Management expertise
- \*Youth/community advocate experience
- \*Business expertise
- \*Knowledge of buildings and grounds issues
- \*Financial expertise
- \*Legal expertise

**2.4 Resignation and Removal:** Any Governing Board Member may resign by delivering a written resignation to the Director or the Clerk or to the School at its main office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate the election of new Members, the School formally encourages Members intending to resign or to decline nomination to provide notice of the Member's intent before June and to serve until October. Any Member may be removed from office with or without cause by an affirmative vote of a majority of the Members then in office. A Member may be removed for cause only after reasonable notice and an opportunity to be heard by the Governing Board.

**2.5 Conflict of Interest:** Any Director, officer, key employee, or committee member having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include

all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor participate in the discussion or deliberations with respect to, such contract or transaction. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. Regular annual statements from Directors, officers, key employees to disclose existing and potential conflict in interest; and
- b. Corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this Article, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a Director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation

**2.6 Restriction of Interested Directors:** Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise excluding any reasonable compensation paid to a Director as a Director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the corporation.

### Article III

#### Meetings

**3.1 Regular Meeting:** Regular meetings of the Governing Board may be held monthly during the school year, and as needed over the summer. A written notice of each meeting of the Governing

Board stating place, date and time and the agenda shall be given by the clerk via e-mail at least one (1) day prior to the meeting to each Member and posted at the School and with the Town Clerk and the Secretary of Education's office. The schedule for the subsequent year will be set and approved at the annual meeting of the organization.

**3.2 Special Meetings:** Special meetings of the Governing Board may be held at any time when called by the Chairperson or by two or more Members, reasonable notice thereof given by the Clerk or Members, or at any time without formal call and notice, provided all the Members are present or have waived notice of being present in writing. Special meetings shall be limited to voting only the business of the agenda. Members not present shall be able to vote by absentee ballot delivered prior to the meeting. The agenda and items to be voted at the Special Meetings of the Governing Board shall be included in the announcement of the meeting.

**3.3 Quorum:** At any meeting of the Governing Board, a majority of the Members then in office shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, the affirmative vote of a majority of the Members in attendance and voting on the question shall decide any question brought before such meeting, except where a larger vote is required by law, by the agreement of the association, or by these By-Laws. Each Member shall have one (1) vote.

#### Article IV

##### Responsibilities of Governing Board

**4.1 Responsibilities:** The responsibilities of the Governing Board shall be to:

- a. exercise the powers of the members of the corporation, except as otherwise provided by law or by these By-Laws.
- b. fulfill responsibilities as a Board of Education under applicable statutes.
- c. determine the philosophy and direction of the School.
- d. hire and set the terms of employment of the Director, teachers and other employees.
- e. maintain and seek to improve the financial condition of the organization.
- f. maintain in good condition and to approve all use of the property owned and used by the School.
- g. assess the School's practice in relation to its educational philosophy and direction.
- h. serve as a review which must hold open hearings and produce a written report of findings on any matter brought forth by 25% of the members of the staff, the director or a majority of the membership of the Governing Board.
- i. Approve a budget and monitor revenues and expenditures in compliance thereto.

**4.2 Chairperson:** The Members may elect a Chairperson of the Governing Board. Except as otherwise provided by law, the Charter or these By-Laws, the Chairperson shall hold office until the next annual meeting of the Members or the special meeting held in lieu of thereof, and thereafter until their respective successors are chosen and qualified, unless a shorter term is specified in the vote electing them or appointing them. The Chairperson may not serve in the same capacity for more than three (3) consecutive terms. The Chairperson shall establish an agenda for all meetings of the Governing Board in consultation with the Director and other members of the Governing Board. The Chairperson shall preside over all meetings of the Governing Board, be considered an Officer of the Board, act as an Ex-officio member of all Board committees, and shall have such other powers as the Governing Board shall determine.

**4.3 Vice-Chairperson:** The Vice-Chairperson shall be an officer of the Board, assume the responsibilities of the Chairperson in his/her absence and have such other duties and powers as may be vested in that office by these By-Laws or by the Governing Board.

**4.4 Treasurer:** The Treasurer shall be the chief financial officer and chief accounting officer for the Governing Board, shall be considered an Officer of the Board, and have such other powers and duties incident to that office and as may be vested in that office by these By-Laws or by the Governing Board.

**4.5 Secretary:** The Secretary shall be an officer of the Board and responsible for maintaining all Board records and reviewing correspondence to the Board. The Secretary shall have such other powers and duties incident to that office and as may be vested in that office by these By-Laws or by the Governing Board.

**4.6 Director:** The Director of the school shall be a non-voting member of the Governing Board and an ex-officio member of all committees. The Director shall have responsibility for the daily operations of the school and other powers and duties incident to that position and as may be vested in that position by these By-Laws, the Charter or by the Governing Board.

**4.7 Business Manager:** The School Business Manager shall be a non-voting member of the Governing Board.

**4.8 Clerk:** The clerk shall be appointed from school staff to provide administrative support to the Board. The Clerk shall record and maintain records of all proceedings of the Governing Board in a book or series of books kept for that purpose and shall provide notices of meetings of the Governing Board as are required by the Charter, the law or these By-Laws. No later than seven (7) days before any meeting of the Governing Board, the Clerk shall distribute to the Members of the Governing Board copies of any minutes of prior meetings of the Governing Board that have not been approved by the Governing Board. The Clerk shall have other powers and duties incident to that position and

as may be vested in that position by these By-Laws or by the Governing Board.

**Committees:** There shall be standing committees of finance, governance, planning and curriculum, which may include non-board members, to help the Governing Board in understanding and meeting its responsibilities. The Governing Board establishes these committees. Other committees shall be established as necessary.

4.5.1 **Finance:** This committee shall oversee the development of the annual budget; ensures accurate tracking, monitoring and accountability for school funds; ensures adequate financial controls; reviews major grants and contracts.

4.5.2 **Governance:** This committee shall ensure effective board processes, structure and roles. Duties shall include retreat planning, committee development, and Board evaluation. This committee shall be responsible for board member recruitment, nomination, and board member orientation.

4.5.3 **Planning:** This committee shall oversee development of the school's strategic planning initiatives. Duties shall include studying and making recommendations regarding the needs and the school and school community.

4.5.4 **Curriculum:** This committee shall be responsible for the review and revisions of the curriculum of the school as necessary and provide oversight to plans for disseminating educational information regarding the Integrated Day program.

**4.6 Parental Involvement:** Parental input in the decision-making process for the School will be insured through participation by the parent/guardian representative on the Governing Board. The Board will conduct an annual survey to evaluate parent/guardian satisfaction. Parents shall be encouraged to participate in a parent/teacher organization to provide an opportunity for additional involvement. Refer to the Mission Statement for further discussion of parental involvement.

## Article V

### Borrowing

**5.1** The chairperson of the Governing Board and the Treasurer of the Governing Board, upon a vote of the majority of the Governing Board, are authorized to:

- a. arrange for the borrowing/or or to borrow money and to obtain credit for the School upon such terms and conditions as to time of repayment, rate of interest and security therefore;
- b. execute and deliver in the name of the School such promissory notes, drafts, acceptances, instruments of guaranty and other instruments as may be required;
- c. apply for and receive letters of credit and from time to

time increase the amount, extend the date or expiration or amend the terms of any outstanding letters of credit and deliver all necessary or proper documents in connection therewith; and

d. execute and deliver all agreements and other legal writing required by the School in connection with the foregoing matters.

## Article VI Indemnification

**6.1 Generally:** The School shall, to the extent legally permissible and only to the extent that the status of the School is exempt from federal income taxation under Section 501(c)(3) of the Code is not affected thereby, indemnify each person who may serve or who has served at anytime as a Member, Director, Treasurer, Clerk or other officer of the School, each person who may serve or who has served at the request of the School as a Member, officer, employee or other agent of another organization and each person who may serve or who has served at the request in a capacity with respect to any employee benefit plan (collectively, "Indemnified Officers, or individually, "Indemnified Officers"), against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred or imposed upon such person in connection with any threatened, pending or completed action, or proceeding whether civil, criminal, administrative or investigative (a "proceeding") in which an Indemnified Officer may become reasonably involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless a majority of the full Governing Board authorized the proceeding); provided, however, that no indemnification shall be provided to such Indemnified Officer until finally adjudicated in any proceeding (i) to have breached the Indemnified Officer's duty of loyalty to the School, (ii) not to have acted in good faith in the reasonable belief that such Indemnified Officer's action was in the best interest of the School, (iii) to have engaged in intentional misconduct or a knowing violation of the law, or (iv) to have engaged in any transaction from which the Indemnified Officer derived an improper personal benefit; and further provided, that any compromise or settlement payment shall be approved by the School in the manner as provided below for the authorization of indemnification. Any person who at the request of the School may serve or has served another organization or an employee benefit plan in one or more of the foregoing capacities and who shall have acted in good faith in the reasonable belief that his or her action was in the best interests of such organization or in the best interests of the participants or beneficiaries of such employee benefit plan shall be deemed to have acted in such manner with respect to the School.

**6.2 Advances, Repayment:** Such indemnification may, to the extent authorized by the Governing Board of the School, include payment

by the school of expenses, including attorney's fees, reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Indemnified Officer to repay such payment if not entitled to indemnification under this Section which undertaking may be accepted without regard to the financial ability of such Indemnified Officer to make repayment.

**6.3 Authorization:** The payment of any indemnification or advance shall be conclusively deemed authorized by the School under this Section, and each Member and officer of the School approving such payment shall be wholly protected, if:

a. the payment has been approved or ratified (1) by a majority vote of the Governing Board who are not at that time parties to the proceedings or (2) by a majority vote of a committee of two or more Members who are not at that time parties to the proceeding and are selected for this purpose by the full Governing Board (in which selection Members who are parties may participate); or

b. the action is taken in reliance upon the opinion of independent legal counsel appointed for the purpose by the majority vote of the Governing Board.

c. a court having jurisdiction shall approve the payment.

**6.4 Heirs, Executors and Administrators:** The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of any Indemnified Officer entitled to indemnification hereunder.

**6.5 Non-Exclusive:** The right of indemnification under this Section shall be in addition and not exclusive of all the other rights to which a person may be entitled.

**6.6 Adverse Amendments:** No amendment or repeal of the provisions of this Section which adversely affects the right of an Indemnified Officer under this Section shall apply to that Indemnified Officer with respect to the acts or omissions of such Indemnified Officer that occurred at any time prior to such amendment or repeal.

## Article VII

### Amendments

These By-Laws may be altered, amended or repealed, or new By-Laws may be adopted, by an affirmative vote of a majority of the Members then in office, at any meeting of the Governing Board, provided however, that (a) the proposed changes are listed as an agenda item for action and (b) had been listed as an agenda item at a prior meeting and were discussed.

Date Adopted: March 13, 1997

Date Amended: September 11, 1997

Date Amended: June 21, 2006

Date Amended: March 21, 2007

Date Amended: August 20, 2008