ARTICLE I. THE SCHOOL

The Washington International School (hereafter “School” or “Corporation”) is organized and is operated as a District of Columbia non-profit corporation which shall have such powers as are now or may hereafter be granted by the District of Columbia Non Profit Act of 2010.

ARTICLE II. BOARD OF TRUSTEES

Section 1. Powers and Responsibilities of the Board of Trustees

The affairs of the School shall be managed by its Board of Trustees (the “Board”). The Board’s primary duties include the hiring and evaluation of the Head of School, the setting of general institutional policies, monitoring the School’s financial management, ensuring that the School has adequate physical resources, strategic planning, fund raising, and assessment of the School’s effectiveness in carrying out its mission.

The Board shall have the final authority and responsibility for the governance and oversight of the School and its operations.

The Board will elect and discharge of the Head of School in accordance with Article IV, Section 2(a) of these bylaws. The Head of School shall inform the Board of the appointment and discharge of other senior administrators.

The Board may require specific Board consideration of matters the Board determines may have a material effect on the educational or financial health of the School.

Section 2. Number, Tenure

The Board shall consist of no fewer than fifteen and no more than twenty-one voting Trustees, as determined by the Board from time to time. Each Trustee, other than those serving ex officio, shall be elected by the Board for a term of three years and until his or her successor is elected. The terms of newly elected Trustees shall commence on July 1 unless elected to fill a vacancy. No Trustee shall serve more than two successive three-year terms, except the Chair, whose office may be extended through an annual election not to exceed three annual extensions. If a person is elected as a Trustee to fill a vacancy and serves for the unexpired term, such service shall not be counted in determining eligibility for re-election. Former Trustees who have served two successive terms shall become eligible for service again after one year. In the event that a Trustee is elected to fill an unfinished term, that term shall not count in relation to the successive-terms limitation.

Section 3. Head of School

The Head of the School shall be appointed by the Board and shall be a non-voting, ex officio member of the Board.
Section 4. President of Parent Association

The President of the School’s Parent Association (WISPA) shall be a non-voting *ex officio* member of the Board of Trustees and shall serve for so long as that person is the elected President of WISPA. In the event WISPA should have more than one President at a given time, only one of those Presidents will be the non-voting *ex officio* member of the Board. WISPA will inform the Chair at the start of each academic year the identity of the WISPA President who will serve as the *ex officio* member of the Board.

Section 5. Chair

The Chair shall be elected by vote of the majority of the voting Trustees and shall preside at all meetings of the Board. The Chair may sign, with the Head of School, or Secretary, or any other proper officer or agent of the School authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be otherwise expressly delegated by the Board from time to time. The Chair shall be an *ex officio* voting member of each committee of the Board, shall provide an annual charge to each committee, and shall have such other powers and duties as are incident to the office of the Chair.

Section 6. Vice Chair

There shall be one or two Vice Chairs. The Vice Chair(s) shall be elected by the Board from its voting members and shall have such powers and shall perform such duties as may be assigned by the Board. In the absence or disability of the Chair, the Vice Chair(s) shall perform the duties of the Chair.

Section 7. Nominations

All nominations for Trustees shall be presented to the Board by the Governance Committee. Nominations and qualifications of nominees are to be sent by telephone, email, text message, or other modes of electronic communication to all Trustees not fewer than three business days prior to the meeting at which an election will take place.

Section 8. Vacancies

Any vacancy on the Board shall merely reduce the number of Trustees until such time as the vacancy is filled. Vacancies existing from time to time for any reason may be filled by vote of a majority of the remaining voting Trustees. If the number of remaining voting Trustees shall be less than the minimum number of Trustees required for the Board in accordance with these bylaws, then a regular or special meeting of the Board may be convened, the first item on the agenda of which shall be the election of Trustee(s) to fill such vacancy, at any regular or special meeting of the Board, provided that a notice of the election and qualifications of nominees is sent by telephone, email, text message, or other modes of electronic communication to the members of the Board at least three business days prior to the election. Vacancies occurring in existing positions shall be filled for the unexpired term only.
Section 9. Removal of Trustees

A Trustee may be removed with or without cause by a two-thirds vote of the other voting Trustees then in office at any duly held regular or special meeting, provided that notice of intention to remove such Trustee is set forth in the notice of the meeting. Any such Trustee shall be entitled to appear before and be heard at such meeting.

Section 10. Resignations

Any Trustee may resign from a committee of the Board, an office of the Board, or the Board itself by giving written notice to the Chair or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 11. Compensation

Trustees shall serve without compensation but may be reimbursed for expenses actually and reasonably incurred on behalf of the school, provided that nothing herein contained shall be construed to preclude any member from serving the School in any other capacity and receiving compensation therefore.

Section 12. Confidentiality

All Trustees and other attendees of meetings of the Board are expected to keep the affairs of the Board and matters discussed during Board meetings and in Board correspondence confidential. Trustees and other attendees shall not discuss Board matters or any issue a Trustee learned about due to his or her status as a Trustee or meeting attendee which is not public knowledge with anyone who is not a Trustee or was not a meeting attendee.

ARTICLE III. MEETINGS AND LOGISTICS

Section 1. Annual Meeting

The Annual Meeting of the Corporation shall be held at the School, or at such other place, and at such time as the Chair shall select. The purposes of the Annual Meeting are to elect successors to those Trustees whose with expired or expiring terms (if not previously elected), to elect officers of the Board for the coming year (if not previously elected) and to transact such other business as the Chair shall determine.

Section 2. Regular Meetings

There shall be at least quarterly meetings of the Board every year.

Section 3. Special Meetings

Special meetings of the Board for any purpose may be held on the call of the Board Chair, the Head of School, or a majority of the Executive Committee. Notice of each special meeting shall be given at least three business days in advance by telephone, email, text message, or other modes of electronic communication.
Section 4. Quorum and Voting

A majority of the voting Trustees shall constitute a quorum to transact business. A majority of the voting Trustees present and voting shall constitute an act of the Board except as otherwise provided by law or these bylaws.

Section 5. Action Without Meeting

Action required or permitted to be taken by the Board may be taken without meeting only if the action is approved in writing (including, without limitation, by electronic transmission) by all voting Trustees and the writing or writings are filed with the corporate records of the School. Such action is effective when the last voting Trustee approves the consent, unless the consent specifies a later date.

Section 6. Waiver of Notice, or Consent

The transaction of business at any meeting of the Board, however called and noticed and whenever held, shall be valid as though held at a meeting after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the voting Trustees not present signs a written waiver of notice or consent to the holding of the meeting or an approval of the minutes. All such waivers, consents, or approvals shall be expressed in writing (including by email) and filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Teleconference Meeting

The Board may hold a regular or special meeting of the Board by the use of any means of communication by which all Trustees may hear each other simultaneously during the meeting.

Section 8. Executive Session

From time to time, the Chair may call for an executive session during or after a regular or special meeting or the Annual Meeting to include voting Trustees and Chair-designated invitees.

ARTICLE IV. OFFICERS OF THE CORPORATION

Section 1. Officers

The officers of the Corporation shall be the Head of School, Treasurer, Secretary, and such other officers that the Board deems appropriate and necessary. All officers, other than the Head of School, shall be elected to one-year terms at the Annual Meeting. Terms of officers, other than the Head of School, shall coincide with the fiscal year, and shall begin on July 1. Each officer shall hold office until his or her successor shall have been duly elected. Vacancies may be filled at any time by the election of an officer who shall fill the remainder of the term of the original officer. In the event that an officer’s employment relationship with the Corporation terminates for any reason or the officer ceases to be a Trustee on the Board, such person’s role as an officer shall be automatically terminated without action by the Corporation.

Section 2. Powers and Duties of Officers

(a) **Head of School.** The Head of School shall be elected by a three-fourths majority vote of the Trustees present at a meeting of the Board and shall serve for the term specified in his or her contract
or until his or her earlier removal, death, incapacity or resignation. In the event of a permanent
vacancy in the position of Head of School or in the event the Head of School is temporarily unable to
perform his or her duties, the Chair, in consultation with the Executive Committee, will appoint an
acting head or interim head.

The Head of School shall be the chief executive officer of the School and shall in general supervise
and control all of the operational and educational affairs of the School, including the day-to-day
operation of the School; recruiting, employing, supervising, and discharging of teachers,
administrators and staff; overseeing curriculum, student admission standards, general supervision of
students, financial matters, buildings and grounds, fund raising, and acting as liaison with the parent
body and as representative of the School to the community. The Head shall have such other duties as
may be prescribed by the Board from time to time.

The Head of School shall be a non-voting ex officio member of the Board, the Executive Committee
of the Board, and of each committee of the Board.

The Executive Committee, with the Head of School recused, shall conduct an annual review of the
performance of the Head of School.

(b) Secretary. The Secretary shall oversee the keeping of the minutes of the meetings of the Board
and see that all required notices are given. The Secretary shall be the official custodian of the
corporate seal and shall otherwise perform all duties incident to the office of Secretary.

(c) Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall be
responsible for carrying out the mandates of the Board and its Finance Committee in overseeing the
financial affairs of the School. The Treasurer shall, with the assistance of the Head of School, monitor
all accounts and records and shall direct the preparation of the annual financial operating plan and the
annual audited financial statements. The Treasurer shall oversee the investment and custody of the
funds and securities of the School and shall render periodic accounting of the financial condition of
the School to the Board. The Treasurer shall procure such insurance and bonding cover as may be
directed by the Board. The Treasurer shall also otherwise perform all duties incident to the office of
Treasurer. The Treasurer shall report any material violation or suspected violation of the law,
regulations, ethical rules, or any policy of the School as soon as possible to the Finance Committee.

ARTICLE V. COMMITTEES OF THE BOARD OF TRUSTEES

Section 1. Standing Committees

The Board, by resolution adopted by a majority of the Trustees then in office, may designate one or
more standing committees, each of which shall consist of two or more voting members of the Board.
The chairs of such committees shall be appointed by the Board Chair in consultation with the chair of
the Governance Committee. Individuals not serving as Trustees may attend meetings of any
committee in a non-voting capacity at the invitation of the Chair of the committee.

The standing committees shall include the Executive Committee, the Finance Committee, the
Governance Committee, the Facilities and Campus Planning Committee, and the Advancement
Committee. The Executive Committee, in consultation with the Committee Chairs, will define and
review the responsibilities of each committee. The responsibilities of the Finance Committee shall
include conducting and reviewing the annual audit of the School and such other duties as the
Executive Committee shall determine.
To the extent provided by the Board, the committees shall have the authority of the Board in the management of the School, but the delegation of authority to a committee shall not relieve the Board of any responsibility imposed on it by law.

The Board may discontinue any previously designated committee.

(a) Executive Committee. The Executive Committee shall be composed of the Chair, Vice Chair(s), Secretary, Chair of the Governance Committee, Chair of the Finance Committee, Head of School, immediate Past Chair of the Board for so long as he or she remains a member of the Board, and such other voting Trustees as the Chair deems appropriate and necessary. The Executive Committee may exercise all powers of the Board during the interim between meetings of the Board in accordance with applicable law. The Executive Committee may meet at the call of the Chair to advise the Chair or the Head of School. A majority of the voting members of the Executive Committee shall constitute a quorum. The taking of any action under its purview shall require the affirmative vote of a majority of all the voting members of the Executive Committee. The Executive Committee shall notify all members of the Board with regard to any action taken by the Executive Committee as soon as reasonably practical after such action has been taken and in no event later than the next scheduled meeting of the Board.

Section 2: Special Committees, Task Forces, And Advisory Bodies

Special committees, task forces and advisory bodies (or other similar bodies) may be established and appointed by the Chair, with the concurrence of the Executive Committee. A special committee, task force or advisory body shall limit its activities to the accomplishment of the purposes for which it is established, shall not have the authority of the Board, and shall have only those powers that are expressly conferred upon it by the Board. When its purposes are fulfilled, the special committee, task force or advisory body shall be automatically dissolved and its members discharged; provided that the Executive Committee, upon the recommendation of the Chair, may dissolve a special committee, task force or advisory body at any time. At the discretion of the Chair, special committees, task forces and advisory bodies may include persons who are not Trustees.

ARTICLE VI. INDEMNIFICATION

Section 1. Indemnification

The School shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (“Indemnified Person”) who was or is made or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (“Proceeding”), by reason of the fact that such person is or was a Trustee (including, for the avoidance of doubt, any ex officio or non-voting Trustee) or officer of the School, or while serving as a Trustee (including, for the avoidance of doubt, any ex officio or non-voting Trustee) or officer of the School, is or was serving at the request of the School as a Trustee, officer, employee or agent of another company, partnership, joint venture, employee benefit plan, trust or other enterprise, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such person in such Proceeding. Notwithstanding the preceding sentence, except as provided in paragraph (c) of this Article the School shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.
Section 2. Advancement of Expense

The School shall, to the fullest extent not prohibited by law, pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition; provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of a written affirmation of the Indemnified Person’s good faith belief that he or she has met the relevant standard of conduct required under applicable law for indemnification and an undertaking by the Indemnified Person to repay all amounts advanced if it is ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article or otherwise.

Section 3. Right to Enforce

If a claim for indemnification (following the final disposition of the Proceeding for which indemnification is sought) under this Article is not paid in full within 60 days after a written claim therefor by the Indemnified Person has been received by the School, or a claim for advancement of expenses under this Article is not paid in full within 30 days after any statement therefor has been received by the School, the Indemnified Person shall thereupon be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Indemnified Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the School shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 4. Effect of Amendment

The right to indemnification or advancement of expenses of any Indemnified Person arising hereunder shall apply equally to any claim for indemnification or for advancement of expenses relating to any act or failure to act that took place prior to the effective date of this amendment. Any right to indemnification or to advancement of expenses of any Indemnified Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Article after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses is sought.

Section 5. Non-Exclusivity

The rights conferred on any Indemnified Person by this Article shall not be exclusive of any other rights that such Indemnified Person may have or hereafter acquire under any statute, the certificate of incorporation, these bylaws or any agreement, or any vote of disinterested directors or otherwise. This Article shall not limit the right of the School, to the extent and in the manner permitted by law, to indemnify or to advance expenses to persons other than Indemnified Persons when and as authorized by appropriate corporate action.

ARTICLE VII. CONFLICT OF INTEREST

A Trustee shall not vote or debate on any matter in which he or she has a direct or indirect interest.

The Board may approve a transaction in which a Trustee has an interest if the material facts of the transaction and the Trustee’s interest are disclosed and if the Trustees approving the transaction in good faith reasonably believe that the transaction is fair to the School. No Trustee or officer or member of his or her immediate family or an entity owned by any such individual may do business
with the School unless the facts of the particular related party transaction have been fully disclosed and the transaction has been expressly authorized by a majority vote of the Trustees.

The minutes of any such meeting shall reflect that the disclosure was made and that the Trustee having a conflict of interest abstained from voting.

ARTICLE VIII. DISCRIMINATION

There shall be no discrimination by the School in the selection of its Trustees and the School shall have and shall comply with a written non-discrimination policy.

ARTICLE IX. AMENDMENTS AND REVISIONS

These bylaws may be amended or revised a three-fourths majority vote of the Trustees present at a meeting of the Board, provided that any proposed amendments or revisions are sent by mail or electronic mail no fewer than three business days prior to the date of the meeting.

Amended October 30, 2018