

SEVENTH RESTATED AND AMENDED BYLAWS
OF SUN VALLEY COMMUNITY SCHOOL, INC.

PURSUANT to the Idaho Nonprofit Corporations Act (the “Act”), the Board of Trustees (the “Board”) at a regular and duly noticed meeting held December 19, 2019, by the affirmative vote, either in person or by proxy, of at least two thirds (2/3) of all voting Trustees, amend the Sixth Amended Bylaws of SUN VALLEY COMMUNITY SCHOOL, INC. by replacing them entirely with these SEVENTH RESTATED AND AMENDED BYLAWS OF SUN VALLEY COMMUNITY SCHOOL, INC. (the “Bylaws”). References to the “Corporation” and the “School” shall mean Sun Valley Community School, Inc., an Idaho nonprofit corporation. References to a “Trustee” or the plural “Trustees” shall have the same meaning in these Bylaws as the term “director” and “directors,” respectively, as defined in the Idaho Nonprofit Corporation Act, currently Idaho Code section 30-30-103. The philosophy of these Bylaws is to create a document that provides direction for management of the corporate governance of the School. Because the School is an Internal Revenue Code section 501(c) (3) public charity, its Officers and Trustees are required to be volunteers. Toward that end, the volunteer Officers and Trustees may not be in strict compliance with these Bylaws. A good faith effort towards substantial compliance is considered sufficient. The term “Act” shall include any and all amendments to the Act. As allowed by the Act, the Bylaws shall control on any conflict between these Bylaws and the Act.

ARTICLE I - Offices

The principal office of the School in the State of Idaho shall be located at 1 Community School Drive, in the City of Sun Valley, Blaine County, Idaho. The School shall continuously maintain a registered office and registered agent at that location in the State of Idaho, as required by the Act. The School may have such other offices as the Board may determine the affairs of the School may require from time to time.

ARTICLE II - Board of Trustees

Section 1. General Powers. The Board (the “Board”) shall exercise all corporate powers and manage the corporate business of the School that are not delegated to the Head of School. The Board of the School shall constitute the Board of Trustees of the Corporation.

Section 2. Number, Tenure and Qualifications. The number of regular voting Trustees shall be not less than ten (10) or more than thirty (30). The current Head of School shall at all times be an ex-officio member of the Board, without a vote, and acting in an advisory capacity only. The Board may determine at any regular meeting the number of Trustees to serve for the upcoming year. At such time as a vacancy exists on the Board, the replacement Trustee shall be elected by the existing Trustees. Trustees need not be residents of the State of Idaho. Each Trustee may serve two (2) consecutive three (3) year terms. As the first term expires, each Trustee must be re-elected to the second term as provided in Article II, Section 3. Trustees serving two (2) consecutive three (3) year terms are not eligible to serve another three (3) year term until the lapse of at least one (1) intervening year. Trustees, who are also Executive Committee members, may serve three (3) consecutive three (3) year terms. They must be re-elected to the third term

as provided in Article II, Section 3. Under special circumstances, such as, but not limited to the completion of a special project or capital campaign run by a Trustee, as determined solely by the Executive and Governance Committees, any Trustee may be elected to a one (1) year extension of his or her second term, as set out in Section 3, below. In addition to the regular Trustees and the Head of School, the Board may elect other and additional, non-voting emeritus, ex-officio, alumni or student Board members to serve on terms and conditions prescribed by the Board. Those individuals, like the Head of School are not “Trustees,” because they do not vote or count toward a quorum.

Section 3. Elections. Only individuals nominated by the Governance Committee can be elected as Trustees. All Trustees must be elected by a majority of a quorum. Trustees can only be elected at any regular meeting. Trustees finishing a first term that are not re-elected by a majority of a quorum to a second term are effectively removed from office. Nomination by the Governance Committee and approval of a majority of a quorum is necessary for a one (1) year extension to any Trustee’s second term.

Section 4. Annual and Regular Meetings. An annual meeting of the Board shall be held in May or June of each year. The Board shall hold at least five (5) additional regular meetings during each year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the Chair, Head of School or any five (5) Trustees. The person or persons authorized to call special meetings of the Board may fix any time at the same place, as all other regular meetings of the Board.

Section 6. Notice. Notice of each annual and regular meeting, stating the time and location, shall be mailed, emailed or faxed to each Trustee no later than ten (10) days prior to such meeting. Notice of any special Board meeting shall be given at least five (5) days prior to the meeting by written notice personally delivered, mailed, emailed or faxed to each Trustee. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed, with prepaid postage. If notice is given by email, such notice shall be deemed delivered when email transmission is complete, and the email is not returned as undeliverable. If notice is given by fax, such notice shall be deemed to be delivered when the fax transmission is complete. The Secretary and Business manager will keep a list of valid and current physical, mail and email addresses, phone and fax numbers (“contact information”) for all current Trustees. Notice must be given to one or more of each Trustee’s addresses or fax numbers. The business to be transacted or the purpose of any regular or special meeting of the Board need not be specified in the notice or waiver of notice of such meeting, unless specifically required by the Act or these Bylaws. An emergency meeting may be held without notice, provided a quorum shall be necessary for the transaction of business at any emergency meeting.

Section 7. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation (“Articles”) or Bylaws, a waiver in writing, emailed by the person or persons entitled to such notice, whether before or after the meeting time stated, shall be deemed equivalent to giving such notice. Any Trustee may waive notice of any meeting. The attendance of a Trustee at any meeting shall constitute a

waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Board. A majority of Trustees shall constitute a quorum for the transaction of business at any Board meeting. If less than a majority of Trustees are present at the beginning of a meeting, the Trustees present shall adjourn the meeting.

Section 8. Manner of Acting. The act of a majority of Trustees present at a meeting at which a quorum is present, including for elections, shall be the act of the Board, unless the act of a greater number is required by the Act or these Bylaws.

Section 9. Vacancies. Any vacancy occurring in the Board shall be filled by the Board. A Trustee elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 10. Compensation. Trustees shall not receive any salaries or compensation for their services provided to the School. Trustees shall be entitled to reimbursement for amounts spent on behalf of the School upon Board approval of adequate expenditure records.

Section 11. Action by Trustees without a Meeting. Any action required by law to be taken at a Board meeting, may be taken without a meeting if a written consent (including email), setting forth the action taken, is approved in writing by two-thirds (2/3) of all Trustees. Such consent shall have the same force and effect as a vote of the Trustees assembled and shall be filed with the minutes.

Section 12. Removal. At a meeting of the Board called expressly for that purpose, any Trustee may be removed with cause by a majority of all other Trustees in office. Any Trustee may be removed at such a meeting without cause by two-thirds (2/3) of all other Trustees in office.

Section 13. Resignation. Any Trustee may resign by filing a written resignation with the Secretary.

Section 14. Transfer. A Trustee may not transfer or assign his or her position.

ARTICLE III - Officers

Section 1. Officers. The officers of the School shall be Chair, Vice-Chair, Secretary, Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Officers must be Trustees. The Board may elect or appoint such other officers, including one or more assistant Secretaries and one or more assistant Treasurers, as it deems desirable. Such officers shall only have the authority and perform the duties prescribed, from time to time, by the Board.

Section 2. Election and Term of Office. The Chair shall be elected by the Board to at least a two (2) year term. Other officers of the School shall be elected each year by the Board at an annual

meeting or as soon thereafter as practicable. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until no longer a Trustee, but an officer shall at least serve until his or her successor has been duly elected.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the School would be served.

Section 4. Vacancies. A vacancy in any office, for any reason, shall be filled by the Board for the unexpired portion of the term.

Section 5. Chair. The Chair shall be the principal executive officer of the School and shall in general supervise and oversee all of the business and affairs of the School not delegated to the Head of School. He or she shall preside at all meetings. He or she may sign, with the Secretary or any other proper officer of the School authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments the Board has authorized the School to execute, except in cases where the signing and execution is delegated by the Board, or these Bylaws or by the Act to some other officer or School staff; and in general he or she shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice-Chair. In the absence of the Chair or in the event of his or her inability or refusal to act, the Vice-Chair shall perform the Chair's duties, and when so acting, shall have all the powers of and be subject to all the restrictions on the Chair. Any Vice-Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or the Board.

Section 7. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the School; receive and give receipts for moneys due and payable to the School from any source whatsoever, and deposit all such moneys in the name of the School in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board. The Treasurer shall be the chair of the Finance Committee.

Section 8. Secretary. The Secretary shall keep the minutes of the Board meetings in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by the Act; be custodian of the School's corporate records, the execution of which on behalf of the School is duly authorized in accordance with the provisions of these Bylaws; keep a register of each Trustee's contact information which each Trustee shall furnish to the Secretary; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or the Board.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board, the assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant Treasurers and assistant Secretaries, in

general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Chair or the Board.

Section 10. Head of School. The Head of School shall be the only School employee hired directly by the Board and shall be subject to Board supervision. The Head of School shall have immediate supervision, direction and control of the School and all of its students and staff (the term "staff" in these Bylaws includes employees and volunteers, other than Trustees) and shall be charged with implementing the purposes of the School as set forth in the Articles. The Head of School shall attend all Board meetings (unless asked by the Chair not to attend), and be a non-voting ex-officio Board member serving in an advisory capacity only, for as long as he or she is Head of School.

Section 11. No Compensation. Officers shall not receive any salaries or compensation for their services provided to the School. Officers shall be entitled to reimbursement for amounts spent on behalf of the School upon Board approval after review of adequate records of such expenditures.

ARTICLE IV - Committees

Section 1. Executive Committee. The Executive Committee shall consist of the Chair, the Vice-Chair, the Treasurer, Secretary, and also the chair or co-chairs of the Governance Committee, Building & Grounds Committee and Development Committee. In the Chair's sole discretion, the Chair can appoint and remove and replace up to two other Trustees to the Executive Committee, chosen, removed or replaced by the Chair, in the Chair's sole discretion. The Executive Committee shall act on behalf of the Board in negotiating the Head of School's employment contract and evaluating the Head of School's performance. Between meetings of the Board, the Executive Committee is authorized to act for the Board in matters requiring immediate action. The Executive Committee shall also carry out decisions of the Board when instructed to do so by the Board and shall act on the Board's behalf in such other duties as the Board may delegate. However, in no event shall the Executive Committee have the authority to amend, alter, repeal the Articles or these Bylaws; to elect, appoint, or remove any member of the Executive Committee or any Trustee or officer; to authorize the sale, lease, mortgage, or exchange of the property and assets of the School; to authorize the voluntary dissolution of the School; or to amend, alter, or repeal any Board resolution. All formal resolutions of the Executive Committee shall be subject to ratification or pre-authorization by the Board and reported to the Board at the next Board meeting. A majority of all the members of the Executive Committee shall constitute a quorum and the affirmative vote of a majority of those present shall be required for the adoption of any action. The Executive Committee meets monthly or as often as requested by the Chair.

Section 2. Finance Committee. The Finance Committee's purpose is to ensure the School operates in a financially responsible and economically sustainable manner so it can continue to deliver on its mission in perpetuity. The Treasurer shall be the chair of the Finance Committee. The Finance Committee works jointly with the Head of School and Business Manager to at the very least:

1. Develops the long-range financial plan and yearly operating budget for Board approval,
2. Sets tuition levels for Board approval,
3. Evaluates the execution of the yearly operating budget,
4. Reports to the Board on the School's finances,
5. Informs the Board of trends that may affect the School's finances,
6. Reviews the results of any audit and works with the Head of School and Business Manager to make recommended adjustments,
7. Sets investment policy for Board approval,
8. Oversees investments of endowment funds or other financial assets,
9. Works with lenders to secure financing for projects and capital campaigns,
10. Oversees the finances of any capital campaign, and
11. Sets and oversees, with the Head of School, total budget for employee compensation and benefits.

Section 3. Governance Committee.

The Board shall select a Governance Committee, consisting only of Trustees and no less than five (5) members. The Governance Committee will propose to the Board to fill vacancies created on the Board for any reason. The Governance Committee may seek the advice of any individuals related to the School in making its nominations, including but not limited to parents, staff, including volunteers, donors, alumni and any type of Board Member. The Governance Committee performs at least the following functions:

1. Ensures the Board's and School's compliance with the Articles, Bylaws and governing documents,
2. Nominates proposed Trustees and announces new Trustees to parents of students,
3. Implements strategic plans,
4. Provides new Trustee orientation and materials and ongoing Board education, and
5. Ensures best practices for the School.

Section 4. Building & Grounds Committee.

The Building & Grounds Committee performs at least the following functions:

1. Develops the School's building and grounds master plan (with the assistance of the Head of School and outside consultants, as necessary, and approved by the Executive and Finance Committees) for Board approval,
2. Oversees the implementation of the master plan,
3. Reports on major plant and grounds issues working in conjunction with the Facilities Manager,
4. Works with the Finance Committee to ensure adequate funds are available for upcoming needs,
5. Provides oversight on major building and capital improvement projects.

Section 5. Development Committee.

The Development Committee works in conjunction with the Development Office to plan, implement and execute the school's fundraising activity, in accordance with the School's gift policy. This includes the following functions:

1. Annual Fund,
2. Auction,

3. All capital campaigns,
4. Endowment planning and oversight, and
5. Planned giving.

Section 6. Other Committees and Committees in General. The Board may designate and appoint one or more standing or ad-hoc committees, in addition to the above committees, each of which shall consist of at least two (2) Trustees. All committees shall exercise only the authority delegated to that committee by the Board. Any other action shall require Board approval. No committee shall have the authority to amend, alter or repeal the Articles or these Bylaws; elect, appoint or remove any member of any committee or any Trustee, officer, employee or Head of School; adopt a plan of merger or consolidation with another school or corporation; authorize the sale, lease, mortgage, or exchange of the property and assets of the School; authorize the voluntary dissolution of The Community School; adopt a plan for distribution of the assets of The Community School; or amend, alter or repeal any resolution of the Board. An above Bylaw designated committee or Board designated and appointed committee shall not make or change any policy without prior Board approval. The designation and appointment of any committee and the delegation of authority shall not operate to relieve the Board or any individual Trustee of any responsibility imposed by the Articles, Bylaws or law.

ARTICLE V - Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the School, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on the School's behalf, and such authority may be general or confined to specific instances. No Trustee, officer, staff or other person shall make any contract, agreement, promise or undertaking in the name of or on behalf of the School, except pursuant to these Bylaws or as otherwise provided by Board resolution.

Section 2. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the School, shall be signed by such officer or officers, School staff and in such manner as shall from time to time be determined by Board resolution. In the absence of such Board resolution, or in instances in which the amount in question is more than \$10,000, then such instruments shall be signed by the Treasurer or an assistant Treasurer and countersigned by the Chair or Vice-Chair.

Section 3. Deposits. All School funds shall be deposited from time to time to the credit of the School in such banks, trust companies, or depositories as the Board selects.

Section 4. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the School.

Section 5. Dividends Prohibited. No dividend shall be paid, and no part of the income of the School shall be distributed, to any Trustee or officer of the School

Section 6. Loans to Trustees and Officers. No loans shall be made by the School to its Trustees or officers.

Section 7. Annual Financial Report. The Board shall cause a financial report of the affairs of the School to be prepared at least once a year within three (3) months of the end of the School's fiscal year. Such annual report shall be reviewed and approved by the Board at a Board meeting.

Section 8. Budgets. The Head of School and Finance Committee shall, in accordance with general objectives established by the Board, prepare an annual operating budget and other necessary budgets. The Head of School and Finance Committee shall jointly submit, prior to each fiscal year, these budgets to the Board for review and approval and shall submit periodic reports concerning the status of the budgets.

Section 9. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June the following calendar year. Reference to the term "year" in these Bylaws shall only be to the fiscal year, unless otherwise specified.

ARTICLE VI - Books and Records

This School shall keep correct and complete books and records, as follows.

Section 1. Purpose. The purpose of this record retention policy is for the School to enhance compliance with the federal Sarbanes-Oxley Act and to promote the proper treatment of the School's records.

Section 2. Policy.

A. General Guidelines. Records should be kept at least as long as they are needed by the School. Conversely, records should not be kept that are no longer needed for the operation of the School or required by law. Unnecessary records should be eliminated to avoid expense, which can grow unreasonably as a result of storage, and to avoid making it more difficult to find pertinent records. From time to time, the Board or the Governance committee with the Business Manager may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of records that warrant special consideration are identified below. While minimum retention periods are established in these Bylaws, the retention of the records identified below and of records not included in the identified categories should be determined primarily by the application of the general guidelines affecting record retention, as well as the exception for litigation relevant records and any other pertinent factors.

B. Exception for Litigation Relevant Documents. The School expects all staff to comply fully with this policy, provided that all staff should note the following general exception to any stated destruction schedule: If staff believe, or the School informs staff, that the School's records are relevant to litigation or potential litigation (i.e., a dispute that could result in litigation), then staff must preserve those records until it is determined by the School's attorneys that the records pertinent to litigation are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

Section 3. Minimum Retention Periods for Specific Categories.

A. The Corporation's Organizational Documents. The School's organizational corporate records, including the Articles, Bylaws, any amendments, and IRS form 1023, Application for Exemption must be retained permanently. IRS regulations require certain records be available for public inspection upon request, which shall be kept and made available as long as required.

B. Tax Records. Tax records include, but may not be limited to, records concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other records concerning the School's revenues. Tax records should be retained for at least seven (7) years from the date of filing the applicable tax return.

C. Employment Records/Personnel Records. State and federal statutes require the School to keep certain recruitment, employment and personnel information. The School must also keep records in personnel files that reflect performance reviews and any complaints brought against the School or individual employees for at least six (6) years from the employee's last date of employment. The School should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel for the same period. Employment applications should be retained for six (6) years from the date submitted. Retirement and pension records should be kept permanently. Other employment and personnel records pertaining to payroll should be retained for seven (7) years.

D. Board and Board Committee Materials. Meeting minutes of the Board and resolutions of the Board or Board committees, actions of the Board or Board committees taken without a meeting, must be retained permanently in the School's minute book. A clean copy of all other Board and Board committee materials should be kept for no less than three (3) years by the School, including without limitation a list of the names and contact information of its current Board, officers and Board committee members.

E. Press Releases/Public Filings. The School should retain permanent copies of all press releases and publicly filed records under the theory that the School should have its own copy to test the accuracy of any record a member of the public can theoretically produce against the School.

F. Legal Files. Legal counsel must be consulted to determine the retention period of particular records, but legal records must be maintained for a period of seven (7) years, except as set forth in this policy.

G. Contract Documents. The School must keep final copies of contract records six (6) years from the full performance of the contract. Sales and marketing documentation applicable to any contract must be kept for the same period as the contract to which they apply.

H. Development/Intellectual Property and Trade Secrets. Development records are often subject to intellectual property protection in their final form (e.g., trademark and copyrights). The records detailing the development process are often also of value to the School and are

protected as a trade secret of the School, if the School derives independent economic value from the secrecy of the information and the School has taken affirmative steps to keep the information confidential. The School must keep all records designated as containing trade secret information for at least the life of the trade secret.

I. Correspondence. Unless correspondence falls under or is applicable to another category listed elsewhere in this policy, correspondence should generally be saved for two (2) years.

J. Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven (7) years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for seven years. Any inventories of products, materials, and supplies and any invoices should be kept for seven (7) years.

K. Insurance. Expired insurance policies, insurance records, accident reports, claims, and any pertinent record must be kept for two (2) years from the date of expiration or occurrence, respectively.

L. Audit Records. External or internal audit reports must be kept for a period of seven (7) years, unless unprosecuted criminal activity is indicated in a report, and if so, it must be kept permanently or unless and until litigation commences and then as set out above.

Section 4. Email. The retention period depends upon the subject matter of the email, as covered elsewhere in this policy. Email that needs to be saved must be either printed in hard copy and kept in the appropriate file; or downloaded to a computer file and kept electronically or on a storage management device as a separate file with appropriate backup and offsite storage to ensure retention as applicable in this policy.

ARTICLE VII - Conflict of Interest

Conflict of interest transactions shall be resolved in accordance with the Act, as limited by the following:

Section 1. A conflict of interest transaction is a transaction with the School in which a Trustee or staff has a direct or indirect interest or derives a financial benefit or a person related by blood, marriage or other contractual arrangement derives a financial benefit or any transaction that the IRS has interpreted as “private inurement” (i.e., benefit to a person with some influence over the School) or “private benefit” (i.e., the benefit to a person unrelated to the School is disproportionate to the public benefit provided by the School’s charitable purpose). This does not include employment contracts between the School and its employees that are in proportion to the services provided to the School. A conflict of interest transaction is not voidable or the basis for imposing liability on the Trustee or staff if the transaction was fair at the time it was entered into or is approved as provided in Section 2 of this Article. For purposes of this Article, the term Trustee shall include all officers and members of any committee created under Article IV of these Bylaws.

Section 2. A transaction in which a Trustee or staff has a conflict of interest may be approved if:

A. The material facts of the transaction and the Trustee's or staff's interest were disclosed or known to the Board and the Board authorized, approved or ratified the transaction, as more fully set out below.

B. Procedures for Addressing the Conflict of Interest.

1. The financial interest and material facts must be fully disclosed to the Board. An interested person may make a presentation at the Board meeting, but after the presentation and any questions or discussions with the interested Trustee or staff, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The remaining Board members shall decide if a conflict of interest exists.

3. The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

4. After exercising due diligence, the Board shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from an individual or entity that would not give rise to a conflict of interest.

5. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

Section 3. For purposes of this section, a Trustee or staff has an indirect interest in a transaction if another entity in which the Trustee or staff has a material interest or over which the Trustee or staff exercises any control, as any type of fiduciary is a party to the transaction.

Section 4. For purposes of Section 2.C.2 of this Article, a conflict of interest transaction is authorized, approved or ratified, if it receives the affirmative vote of a majority of the Trustees on the Board, who have no direct or indirect interest in the transaction.

Section 5. Votes cast by or voted under the control of a Trustee with a direct or indirect interest in the transaction may not be counted in a vote to determine whether to authorize, approve or ratify a conflict of interest transaction under this Article.

ARTICLE VIII - Reporting Policy

Section 1. If any officer, Trustee, or staff reasonably believes that some policy, practice, or corporate act or activity or act or activity of staff or another individual or entity with whom or

which the School has a relationship is in violation of law (collectively referred to as an “unlawful act”), a written complaint must immediately upon staff’s discovery be filed by staff with the Chair, or if the unlawful act involves the Chair, then with the Vice-Chair, or if the unlawful act involves both, then the Secretary, then Treasurer, but only in that order and only if all prior individuals are involved in the unlawful act. It is the intent of the School to adhere to all laws and regulations that apply to the School and the underlying purpose of this policy is to support that goal of legal compliance. The support of all staff is required to achieve compliance with applicable law.

Section 2. Staff are protected from termination or discipline only if staff brings the unlawful act to the attention of the School only as set out above, and provide the School with a reasonable opportunity to investigate, and if the School substantiates the unlawful act, report the unlawful act to the appropriate governmental entity. The protection is only available to staff that comply with this requirement. If the School does not investigate and, if substantiated, report the unlawful act to the appropriate governmental entity, the School will not discipline or terminate staff reporting an unlawful act to a governmental entity.

ARTICLE IX – Indemnification and Insurance

The Trustees, officers and staff shall be indemnified in accordance with the Act, and as their liability is limited by Idaho Code section 6-1601. The Board shall purchase and maintain insurance to protect the School and any individual, who is or was a Trustee, officer, staff or agent, as appropriate, from liability asserted against her or him or incurred by her or him in her or his capacity with the School, as set out in the policy of insurance. Except with respect to the limits of indemnification or imposition of liability, no individual, who is now or later becomes a Trustee, officer or staff shall be personally liable for any School indebtedness, liability or obligation, and all School creditors shall look only to the School’s assets or security for payment.

ARTICLE X - Anti-discrimination/Human Rights Policy

The School will comply with all applicable provisions of Idaho Code, Title 67, Chapter 59, The Idaho Human Rights Act, as well as the federal Civil Rights Act of 1964, as amended, and Titles I and III of the Americans with Disabilities Act. The purpose being to secure freedom from discrimination and thereby to protect individual interests in personal dignity and promote the interests, rights and privileges of individuals. As a result, the School will not discriminate on the basis of age, ethnic background, nationality, race, religion, sexual orientation, gender identification, or physical ability, with reasonable accommodation to fulfill the responsibilities of the position and will incorporate that into its enrollment and staff policies.

ARTICLE XI – Confidentiality and Communication Policy

The Trustees, officers, and staff shall keep confidential any information obtained, while acting in that capacity for the School. In addition, to promote the professional and efficient operation of the School, Trustees and officers agree that in most cases it is best not to contact individual staff (other than the Head of School or Business Manager in order to perform a Trustee’s or officer’s function) and will not contact third parties, directly regarding issues or differences in philosophy,

policies, procedures or past, proposed or existing states of affairs with or within the School. Instead, Trustees, officers and other Board committee members agree to make good faith efforts to raise and address issues, primarily at Board, Board committee meetings and staff meetings only, and agree to refer individual staff or third-party inquiries to the Chair or Head of School.

ARTICLE XII – Amendment to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by two-thirds (2/3) of the Board at any regular meeting or at a special meeting called for that particular purpose.

THIS AMENDMENT completely replaces any and all prior Bylaws of the Corporation. As a result, these Bylaws shall be the sole valid and binding Bylaws on the Corporation. We, the former Secretary and Trustee tasked with amending the bylaws and current Secretary, certify that pursuant to minutes and a tally of votes from a duly noticed, regular meeting, that a sufficient number of Trustees approved this Amendment to the Bylaws in accordance with the former Bylaws and Act.

EFFECTIVE December 19, 2019.

SUN VALLEY COMMUNITY SCHOOL, INC.

By: _____
Steven M. Shafran, Chair

By: _____
John Jendrezak, Secretary