

ARTICLE I. THE SCHOOL

The Washington International School (hereafter “School”) 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 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 Trustees (the “Trustees”), as determined by the Board from time to time. Each Trustee shall be elected by the Board for a term of three years. 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 term as a Trustee, upon election as Chair, shall be deemed extended through the end of such Trustee’s term as Chair. 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.

Section 3. Head of School

The Head of the School shall be appointed by the Board and shall not be a voting Trustee, but shall attend meetings of the Board *ex officio* as a non-voting participant unless the Chair of the Board recuses him or her from participating in all or any portion of a Board meeting.

Section 4. President of Parent Association

The President of the School’s Parent Association (“WISPA”) shall not be a voting Trustee, but shall attend meetings of the Board *ex officio* as a non-voting participant unless the Chair of the Board recuses him or her from participating in all or any portion of a Board meeting. The WISPA President shall serve as a Board participant 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 attend meetings of the Board as the WISPA participant. WISPA will inform the Chair at the start of each academic year of the identity of the WISPA President who will serve as its Board participant.

Section 5. Chair

The Chair shall be a Trustee elected for a term of three years and shall preside at all meetings of the Board. At the conclusion of the Chair's initial three-year term, the Chair may be reelected by vote of the majority of Trustees for a single subsequent two-year term. 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 shall perform such other duties as are assigned by the Board or incident to the office of the Chair.

Section 6. Vice Chair

The Vice Chair shall be a Trustee elected for a term of one year and shall have such powers and shall perform such duties as may be assigned by the Board. In the absence, disability, or removal of the Chair, the Vice Chair shall perform the duties of the Chair.

Section 7. Nominations

A slate of Trustee nominees and a slate of nominees for the positions of Chair and Vice Chair of the Board shall be presented to the Board by the Governance Committee. Nominations and the qualifications of nominees are to be sent 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 Trustees. If the number of remaining 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 or vacancies. A notice of the election and qualifications of nominees shall be sent to the Trustees 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 from a committee of the Board, an office of the Board, or the Board itself by a two-thirds vote of the other 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 therefor, but may be reimbursed for expenses actually and reasonably incurred on behalf of the School.

Section 12. Confidentiality

All Trustees, the Head of School, the WISPA President, and all other attendees of meetings of the Board are expected to keep confidential the affairs of the Board, matters discussed during

Board meetings, all Board correspondence, and any other matters they have learned due to their participation on the Board.

ARTICLE III. MEETINGS AND LOGISTICS

Section 1. Annual Meeting

The Annual Meeting of the Board 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 with expired or expiring terms (if not previously elected), to elect officers of the Board for the coming year, 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 or a majority of the Executive Committee. Notice of each special meeting shall be given at least three business days in advance.

Section 4. Quorum and Voting

A majority of the Trustees shall constitute a quorum to transact business. A majority of the Trustees present (including, without limitation, by electronic means) 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 by all Trustees and the writing or writings are filed with the corporate records of the Board. Such action is effective when the last Trustee approves the action, unless the action 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 Trustees *not* present signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes. All such waivers, consents, or approvals shall be expressed in writing and filed with the corporate records or made a part of the minutes of the meeting.

Section 7. Electronic Communications and Meetings

Any notice, waiver, consent, approval, writing, or any other form of communication given or required under these Bylaws may be given, without limitation, by electronic transmission. The Board may hold a regular or special meeting of the Board by the use of any means of communication by which all Trustees can hear each other simultaneously during the meeting. All Trustees attending meetings by electronic means shall be entitled to vote as if they were personally and physically present at the meeting so long as the electronic connection exists and a quorum (including, without limitation, by electronic means) is present.

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 only Trustees and Chair-designated invitees.

ARTICLE IV. OFFICERS

Section 1. Officers

The officers of the School 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 School terminates for any reason or the officer ceases to be a Trustee, such person's role as an officer shall be automatically terminated without action by the Board.

Section 2. Powers and Duties of Officers

(a) Head of School. The Head of School shall be elected by a two-thirds 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 vacancy in the position of Head of School prior to the election of and assumption of duties by a new 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 and with reference to the Board-approved Head of School Succession Plan, 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 of School shall inform the Board of the appointment and discharge of other senior administrators. The Head of School may sign, with the 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 Head shall have such other powers and duties as may be assigned by the Board from time to time. In addition to serving as a non-voting *ex officio* participant of the Board, the Head of School shall be a non-voting *ex officio* participant of each committee of the Board.

(b) Secretary. The Secretary shall be nominated by the Head of School and shall oversee the keeping of the records of the School, the minutes of the meetings of the Board and other Board records, and see that all required notices are given. The Secretary shall be the official custodian of the corporate seal and shall otherwise have such powers and shall perform such duties as are assigned by the Board or incident to the office of Secretary.

(c) Treasurer. The Treasurer shall be nominated by the Head of School and shall carry 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 Finance Committee and the Board. The Treasurer shall procure such insurance and bonding coverage as may be directed by the Board. The Treasurer shall also otherwise have such powers and perform such duties as are assigned by the Board or 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

Section 1. Standing Committees

The Board may designate one or more standing committees, each of which shall consist of two or more Trustees. 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 Advancement Committee, the Executive Committee, the Facilities and Campus Planning Committee, the Finance Committee, and the Governance 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.

Section 2. Executive Committee

The Executive Committee shall consist of the Chair and no fewer than two and no more than four Trustees, as determined by the Executive Committee. Each member of the Executive Committee shall be a Trustee and shall be nominated by the Executive Committee and elected by the Board for a term of one year. Executive Committee meetings shall customarily include the Head of School as an *ex officio* non-voting participant. 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, with the Head of School recused, shall conduct an annual review of the performance of the Head of School. The Executive Committee may meet at the call of the Chair to advise the Chair or the Head of School. A majority of the Trustees on the Executive Committee including the Chair shall constitute a quorum. The taking of any action under its purview shall require the affirmative vote of a majority of all the Trustees on the Executive Committee. The Executive Committee shall notify 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 3. 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 Chair, with the concurrence of the Executive Committee. 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 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, *ex-officio* non-voting participant on the Board or any committee of the Board, or officer of the School, or while serving as a Trustee, *ex-officio* non-voting participant on the Board or any committee of the Board, 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, any compromise or settlement payment shall be approved by a majority vote of a quorum of disinterested Trustees. Further, no indemnification shall be provided (a) with respect to any matter as to which the Indemnified Person shall have been finally adjudicated in any Proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the School and (b) in connection with a Proceeding (or part thereof) commenced by an Indemnified Person if the commencement of such Proceeding (or part thereof) by the Indemnified Person was not 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. Heritability and Non-Exclusivity

The rights conferred on any Indemnified Person by this Article shall (a) inure to the benefit of the heirs, executors, and administrators of Indemnified Persons and (b) 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 Trustees 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. DIVERSITY AND DISCRIMINATION

The School strives for international mindedness, diversity, and inclusion and shall have and comply with a policy to that end. There shall be no discrimination by the School in the selection of its Trustees and the School shall have and shall comply with at least one written non-discrimination statement and all applicable laws.

ARTICLE VIII. AMENDMENTS AND REVISIONS

These Bylaws may be amended or revised by a two-thirds 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.