AMENDED AND RESTATED
BYLAWS
OF
PRESIDIO HILL SCHOOL

Based on recommendations from Mission & Data (December 2025),
Board Committee review (March 2026), and subsequent Board direction.

Supersedes Bylaws Amended June 15, 2017

ARTICLE I: NAME, OFFICE, PURPOSE, AND DEFINITIONS

Section 1.1. Name

This corporation shall be known as Presidio Hill School (hereinafter referred to as the "School").

Section 1.2. Principal Office

The principal office of this School is located at the Presidio Hill School in San Francisco, County of San Francisco, State of California. The Board of Trustees (as described in Article III hereof) is hereby granted full power and authority to change the principal office from one location to another both within and without said County, without amending these Bylaws.

Section 1.3. Purpose

The School is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized and operated under the California Nonprofit Public Benefit Corporation Law for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue of 1986, as amended ("Code").

The specific purposes of this corporation shall be to establish and conduct a progressive school in San Francisco, and to carry on educational purposes and activities in connection with and in furtherance of such school and to do all things reasonable, necessary and proper in connection with the conduct and maintenance of such school and generally to foster education within the community, and to carry on other charitable activities associated with these goals as allowed by law.

Notwithstanding any other provision of the School's Articles of Incorporation, the School shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Section 1.4 Definitions

For purposes of these bylaws, the term "Board of Trustees" shall mean a "board of directors" as referenced in California Corporations Code section 5038. In addition, for purposes of these bylaws, the term "Trustee" shall be synonymous with the term, "director," as that term is defined in California Corporations Code section 5047. The directors of the School shall be known as the Trustees of the School. In dealings with the Secretary of State, or other governmental agencies or entities, the School's Trustees shall be referred to as "directors."

ARTICLE II: MEMBERS

The School shall have no members as defined in California Nonprofit Corporation Law Section 5056.

ARTICLE III: TRUSTEES

Section 3.1. General Corporate Powers

Subject to the limitations set forth in the Articles of Incorporation, these Bylaws, the provisions of the California Nonprofit Corporation Law, and any other applicable laws, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the School shall be managed by, the Board of Trustees (hereinafter referred to as the "Board"). The individual Trustees shall act only as members of the Board, and the individual Trustees shall have no power in their capacity as individual Trustees. The Board may delegate the management of the activities of the School to any person or persons, or to a committee, provided that the activities and affairs of the School shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 3.2. Specific Powers

Without prejudice to these general powers, and subject to the same limitations, the Board shall have power to:

(a) Develop and safeguard the School's Mission;
(b) Develop strategy and provide support to the Head of School and School community in line with the School's strategic plan;
(c) Hire, evaluate, terminate, and support the Head of School and fix their compensation;
(d) Serve as stewards of the School's finances and take steps to support financial strength of the School, which may include approving an annual School budget, establishing tuition levels, and incurring indebtedness on behalf of the School;
(e) Select and remove the officers of the School; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation and with these Bylaws; and fix their compensation, if any;
(f) Fill vacancies in their own number by appointment until the expiration of the term of the affected office; and
(g) Adopt, make and use a corporate seal and alter the form of the seal.

Section 3.3. Number of Trustees

The number of Trustees of the School shall be not fewer than twelve (12) nor more than twenty-five (25), including any ex officio members. The specific number of Trustees for each year shall be fixed by the Board. Such exact number shall remain in effect until changed by the Board or until this section is duly amended.

Section 3.4. Qualifications of Trustees

Each Trustee shall be committed to the mission of the School and shall possess such skills, experience, and qualities as the Board determines to be in the best interests of the School.

The Head of School shall serve as an ex officio, non-voting member of the Board for so long as they serve as Head of School.

Not more than forty-nine percent (49%) of the persons serving on the Board may be "Interested Persons. An "Interested Person" means any person currently being compensated by the School for services rendered to it within the previous twelve (12) months, whether a full- or part-time employee or as an independent contractor and/or 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 Interested Person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the School.

Section 3.5. Term and Election of Trustees

(a) Trustee Election. Elections of Trustees shall be held at least annually to fill vacant positions and positions becoming vacant as set forth below. Election shall be by a majority vote of Trustees then in office at a meeting at which a quorum is present, which meeting was called for the purpose (among others) of electing one or more Trustees to fill any vacancy on the Board.

(b) Term Limits. The initial term of all Trustees shall be three (3) years, and Trustees may be elected to a second term of three (3) years. If deemed necessary by the Board, a Trustee, who has already served the maximum number of consecutive terms (6 years total) may be eligible for reelection to the Board for a third term of up to two (2) years, by a two-thirds vote of the Trustees then in office. A Trustee who has reached their term limit of eight (8) total years (i.e., two full terms plus a two (2) year extension) must not serve on the Board for at least one (1) year before becoming eligible for election as a new Trustee.

(c) Staggered Terms. Terms shall be staggered so that not all terms expire in the same year. A term as Trustee shall commence July 1 and end June 30 of the applicable years.

(d) Succession. Each Trustee, including a Trustee elected to fill a vacancy, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified, or until such Trustee resigns or is removed.

Section 3.6. Vacancies

(a) Events Causing Vacancy. A vacancy or vacancies in the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation or removal of any Trustee or (ii) an increase in the authorized number of Trustees.

(b) Resignations. Except as provided in this paragraph, any Trustee may resign, which resignation shall be effective upon giving written notice to the Board Chair, the Secretary, or the Board, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Trustee is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective. No Trustee may resign when the School would then be left without a duly elected Trustee in charge of its affairs.

(c) Filling Vacancies. Vacancies on the Board may be filled by a majority vote of the remaining Trustees, though less than a quorum, or by a sole remaining Trustee. Each Trustee so elected shall hold office until the next annual meeting of the Board and until a successor has been elected and qualified.

Section 3.7. Removal

(a) Without Cause. Any Trustee may be removed without cause by a vote of a majority of the Trustees then in office at a meeting at which a quorum is present.

(b) By Court Order or Felony Conviction. The Board may declare vacant the office of a Trustee who has been declared of unsound mind by a court order or convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Corporation Code 5231 and following of the California Nonprofit Public Benefit Corporation Law.

(c) With Cause. A Trustee who fails to attend at least seventy percent (70%) of scheduled Board and committee meetings combined during a fiscal year may be deemed to have cause for removal.

(c) Term Preservation. No reduction of the authorized number of Trustees or change in term limits may have the effect of removing any Trustee before that Trustee's term of office expires.

Section 3.8. Fees and Compensation

Trustees shall serve without compensation for their services as Trustees. Trustees may be reimbursed for expenses actually and reasonably incurred in the performance of their duties.

ARTICLE IV: MEETINGS OF TRUSTEES

Section 4.1. Place of Meetings; Meetings by Electronic Technology; Executive Session

Regular meetings of the Board may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal executive office of the School. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal executive office of the School.

Any meeting, regular or special, may be held in person, by conference telephone, the internet, or other electronic technology, or any combination thereof, so long as the Trustees have the opportunity to hear the proceedings substantially concurrently with their occurrence, vote, ask questions, make appropriate motions and comment on the business of the meeting.

Any meeting, regular or special, may, and with or without prior notice, go into executive session for all or a portion of such meeting, and during such executive session, the meeting shall not be open to any persons who are not Trustees, except for such persons specifically invited by the Board.

Section 4.2. Annual Meeting

The Board shall hold a regular meeting annually for the purpose of organization, election of officers, designating committees and the transaction of other business.

Section 4.3. Other Regular Meetings

Regular meetings by the Board shall be held without call at such time as shall from time to time be fixed by the Board. Such regular meetings may be held without notice.

Section 4.4. Special Meetings

(a) Authority to Call. Special meetings of the Board for any purpose may be called at any time by the Board Chair, any officer of the School, or any two Trustees.

(b) Notice.

(i) Manner of Giving. Notice of the time and place of special meetings of the Board shall be given to each Trustee by one of the following methods: (a) by personal delivery or written notice; (b) by first-class mail, postage paid; (c) by telephone, including a voice messaging system; or (d) by electronic communication (in accordance with Section 20 of the California Corporations Code). All such notices shall be given or sent to the Trustee's address, telephone number or e-mail address as shown on the records of the School.

(ii) Time Requirements. Notices sent by first-class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telecommunication or electronic communication shall be given at least forty-eight (48) hours before the time set for the meeting.

(iii) Notice Contents. The notice shall state the time and place for the meeting. However, it need not specify the purpose of the meeting nor the place of the meeting where the place of such meeting is the principal executive office of the School.

Section 4.5. Quorum and Voting

(a) Quorum and Board Action. A majority of the authorized number of Trustees shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 4.7 of this Article IV. Every act or decision done or made by a majority of the Trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of the Nonprofit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting.

(b) Proxy and Vote Limitation. Trustees may not vote by proxy. Each Trustee shall be entitled to one vote on all matters before the Board.

Section 4.6. Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) if due notice was not given, either before or after the meeting, each of the Trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 4.7. Adjournment

A majority of the Trustees present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 4.8. Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Trustees who were not present at the time of the adjournment. Such notice may be waived in the same manner as set forth under Section 4.6.

Section 4.9. Action Without a Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all of the Board, individually or collectively, consent in writing to that action, provided, however, that the consent of any Trustee who has a material financial interest in a transaction to which the School is a party and who is an "interested director" as defined in Section 5233 of the Nonprofit Corporation Law shall not be required for approval of the transaction. Such action by written

consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the Board by the Secretary.

ARTICLE V: COMMITTEES

Section 5.1. Executive Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create an Executive Committee, which shall be composed entirely of Trustees, and which may act with the authority of the Board when necessary except as provided by California Nonprofit Corporation Law. The Executive Committee shall include the Board Chair, Vice-Chair, Secretary and Treasurer, and additional members appointed with the approval of a majority of the Trustees then in office. The Executive Committee shall negotiate the Head of School's Contract and oversee annual performance evaluations of the Head of School, and perform other such responsibilities as may be delegated from time to time by the Board, subject to Section 5.13 of this Article V.

Section 5.2. Governance Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Governance Committee, which shall be composed entirely of Trustees, appointed with the approval of a majority of the Trustees then in office. The Board Chair and the Head of School shall be ex officio members of the Governance Committee. The Governance Committee shall nominate candidates for the Board to fill vacancies created by expiration, removal or resignation and shall nominate the officers of the School. In addition, the Governance Committee shall conduct an onboarding for incoming Trustees and oversee annual performance evaluations of the Board and the Board Committees. The Governance Committee shall also review the Bylaws of the School on a periodic basis and propose changes, as needed, for the approval of the Board.

Section 5.3. Finance Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Finance Committee, the majority of which shall be Trustees, appointed with the approval of a majority of the Trustees then in office. The Board Chair and the Head of School shall be ex officio members of the Finance Committee. The Finance Committee shall prepare an annual budget to submit for the approval of the Board, shall present the results of the annual audit report to the Board and shall perform other such responsibilities that may be delegated by the Board from time to time, subject to Section 5.13 of this Article V..

Section 5.4. Development Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Development Committee, the majority of which shall be Trustees, appointed with the approval of a majority of the Trustees then in office.. The Board Chair and the Head of School shall be ex officio members of the Development Committee. The Development Committee shall work with the members of the School's leadership team, as designated by the Board, to further the strategic development goals of the School, and shall perform other such responsibilities that may be delegated by the Board from time to time, subject to Section 5.13 of this Article V.

Section 5.5. Buildings and Grounds Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Buildings and Grounds Committee, the majority of which shall be Trustees, appointed with the approval of a majority of the Trustees then in office. The Board Chair and the Head of School shall be ex officio members of the Buildings and Grounds Committee. The Buildings and Grounds Committee shall oversee the improvement and maintenance of the School's building and grounds, and plan long-range development of facilities for the School, and shall perform other such responsibilities that may be delegated by the Board from time to time, subject to Section 5.13 of this Article V.

Section 5.6. Audit Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Audit Committee, which shall be composed entirely of Trustees, appointed with the approval of a majority of the Trustees then in office. The Board Chair shall be an ex officio member of the Audit Committee. The Audit Committee will be independent of the Finance Committee, and the Audit Committee chair may not serve on the Finance Committee. The Audit Committee shall recommend the independent auditor for Board approval, work with the auditor to establish the scope of the audit, review the recommendations for improving internal controls as noted in the auditor's management letter, recommend approval of the audit, monitor the implementation of the recommendations from the management letter, and other such responsibilities that may be delegated from the Board from time to time, subject to Section 5.13 of these Bylaws.

Section 5.7. DEIJB Committee

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, shall create a standing Diversity, Equity, Inclusion, Justice and Belonging (DEIJB) Committee, the majority of which shall be Trustees, appointed with the approval of a majority of the Trustees then in office. The Board Chair and the Head of School shall be ex officio members of the DEIJB Committee. The DEIJB Committee shall advise the Board on matters relating to diversity, equity, inclusion, justice and belonging as they pertain to the School's mission, governance, policies and community, and shall perform other such responsibilities that may be delegated by the Board from time to time, subject to Section 5.13 of this Article V.

Section 5.8. Other Committees of the Board

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, may create one or more additional committees, each consisting of two or more Trustees, to serve at the pleasure of the Board. Such committees may also include persons who are not Trustees, however such non-Trustee members may not vote on the actions of such committees. Appointments to committees of the Board shall be by majority vote of the Trustees then in office. The Board may appoint one or more Trustees as alternate members of any such committee, who may replace any absent member at any meeting of the committee. The Board Chair and the Head of School shall be ex officio members of all committees to which each is appointed.

Section 5.9. Meetings and Action of Committees

Meetings and actions of committees of the Board shall be governed by, held and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular meetings of such committees and the calling of special meetings of such committees may be determined either by Board resolution or, if there is none, by resolution of such committee. Minutes of each meeting of any committee of the Board shall be kept and shall be filed with the corporate records, and each such committee shall present minutes to the Board on a regular basis. The Board may adopt rules for the governing of any committee, or in the absence of rules adopted by the Board, the committee may adopt such rules, provided, however, that, in either case, such rules must be consistent with these Bylaws. Nothing herein shall be construed to prohibit a committee from consulting with non-committee members on an ad hoc basis; provided, however, that any such non-committee member shall not be permitted to (i) act on behalf of a committee or (ii) vote with respect to any actions to be taken by a committee.

Section 5.10. Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Board and until their successor is appointed, unless the committee is sooner terminated, or unless such member is sooner removed from such committee or ceases to qualify as a member thereof.

Section 5.11. Vacancies

Vacancies in the membership of any committee may be filled for the unexpired portion of the term in the same manner as original committee member appointments.

Section 5.12. Quorum

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the voting members of the whole committee shall constitute a quorum and the act of a majority of the voting committee members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5.13. Limitations

No committee may:

(a) fill any vacancies on the Board or on any committee;

(b) set the number of Trustees on the Board;

(c) appoint, elect or remove Trustees without cause;

(d) fix compensation for the Trustees for serving on the Board or on any committee;

(e) amend or repeal these Bylaws or adopt new Bylaws;

(f) adopt amendments to the Articles of Incorporation of the School;

(g) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;

(h) appoint any committees of the Board or the members thereof;

(i) expend corporate funds to support a nominee for Trustee after there are more people nominated for Trustees than can be elected;

(j) approve any merger, reorganization, voluntary dissolution, or disposition of substantially all of these assets of the School;

(k) approve of any self-dealing transaction within the meaning of Section 5233(a) of the California Corporations Code, except as provided in Section 5233(d)(3) of the California Corporations Code; or

(l) approve or make expenditures of corporate funds to support a nominee for Trustee after there are more people nominated for Trustee than can be elected.

Section 5.14. Ad Hoc Committees

The Board, by resolution adopted by a majority of the Trustees then in office, provided a quorum is present, may create one or more Ad Hoc Committees that are not committees of the Board contemplated by Sections 5.1 through 5.8 hereof (such committees of the Board, the "Board Committees"). An Ad Hoc Committee may consist of Trustees and non-Trustees, provided further that no Ad Hoc Committee shall be permitted to (i) take any action on behalf of the Board or any Board Committee, nor (ii) vote with respect to any actions to be taken by the Board or any Board Committee.

ARTICLE VI: OFFICERS AND HEAD OF SCHOOL

Section 6.1. Officers

The officers of the School shall be a Chair, a Vice-Chair, a Secretary and a Treasurer. The Board shall have the power to create and eliminate, from time to time, such other officer positions as it deems necessary or appropriate in its discretion. A person serving as Secretary or Treasurer may not simultaneously serve as Chair of the Board.

Section 6.2. Election of Officers

The officers of the School shall be chosen by the Board, and each shall serve at the pleasure of the Board. The Chair shall serve for an initial term of three (3) years, with the option of an additional one-year term upon approval by two-thirds of the Trustees then in office. All other officers shall serve for terms of one (1) year and may be re-elected annually for up to three (3) consecutive years in the same officer position.

Section 6.3. Removal of Officers

Subject to any rights under any applicable contract of employment, any officer may be removed, with or without cause, by the Board, at any regular or special meeting of the Board.

Section 6.4. Resignation of Officers

Any officer may resign at any time by giving written notice to the Board Chair or the Secretary. Any resignation shall take effect upon delivery of that notice or at any later time specified in that notice; and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the School under any contract to which the officer is a party.

Section 6.5. Vacancies in Offices

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies may be filled as they occur (rather than on an annual basis).

Section 6.6. Responsibilities of Officers

(a) Chair. The Chair shall preside at meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board or prescribed by these Bylaws.

(b) Vice-Chair. In the absence of the Chair, the Vice-Chair shall perform all the duties of the Chair, and when so acting shall have all the power of, and be subject to all the restrictions upon, the Chair. The Vice-Chair shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or delegated by the Chair.

(c) Secretary. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of the Trustees and committees of Trustees. The Secretary shall give, or cause to be given, notice of all Board meetings required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(d) Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the School. The Treasurer shall deposit or cause to be deposited all money and other valuables in the name and to the credit of the School with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the School as may be ordered by the Board; shall render to the Board, whenever it requests it, an account of the financial condition of the School; and shall have other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 6.7. Head of School

(a) The Head of School shall be the Chief Executive Officer of the School and shall have general supervision, direction, and control of the business of the School.

(b) The Head of School may be appointed, employed, and terminated by a two-thirds vote of the Trustees then in office. The Head of School shall be responsible for the operations of the School; for hiring and terminating all School employees; for carrying out the policy and financial directives of the Board; and for representing the School to the broader community.

ARTICLE VII: CONTRACTS, CHECKS AND GIFTS

Section 7.1. Endorsement of Checks

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable by the School shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined and approved by the Board.

Section 7.2. Authorization to Enter into Contracts

The Board or the Executive Committee, except as these Bylaws or the Articles of Incorporation otherwise provide, has the power to adopt resolutions authorizing any officer or agent, or the Head of School to enter into any contract or execute any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances. This provision is not intended to abrogate the authority of the Head of School to enter into contracts in the ordinary course of the School's business and for the operation of the School.

Section 7.3. Gifts and Grants

The Board and the Head of School may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the School. The Board may authorize any officer or officers, agent or agents, to make grants, contributions or render financial assistance on behalf of the School.

ARTICLE VIII: INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 8.1. Definitions

For the purpose of this Article VIII:

"Agent" means any person who is or was a Trustee, officer, employee or other agent of the School, or is or was serving at the request of the School as a Trustee, officer, employee or agent of a foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a Trustee, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the School or of another enterprise at the request of the predecessor corporation;

"Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and

"Expenses" include, without limitation, all attorneys' fees, costs and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his or her position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article VIII.

Section 8.2. Successful Defense by Agent

To the extent that an Agent has been successful on the merits in the defense of any Proceeding, or in the defense of any claim, issue or matter therein, the Agent shall be indemnified against Expenses actually and reasonably incurred by the Agent in connection with the claim, to the fullest extent permitted under California Nonprofit Corporation Law, provided that such Agent acted in good faith, as determined pursuant to Section 8.5 of this Article VIII, and, in the case of a criminal Proceeding, such Agent had no reasonable cause to believe their conduct was unlawful. If an Agent either settles any such claim or sustains a judgment rendered against them, then the provisions of Sections 8.3 through 8.5 of this Article VIII shall determine whether the Agent is entitled to indemnification.

Section 8.3. Actions Brought by Persons Other Than the School

Subject to the required findings to be made pursuant to Section 8.5 of this Article VIII, the School shall, to the fullest extent permitted under California Nonprofit Corporation Law, indemnify any Agent who was or is a party, or is threatened to be made a party, to any Proceeding other than an action brought by, or on behalf of, the School, or by an officer, Trustee or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant Trustee was or is engaging in self-dealing within the meaning of Section 5233 of the Nonprofit Corporation Law, or by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of the School, for all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the Proceeding.

Section 8.4. Action Brought by or on Behalf of the School

(a) Claims Settled Out of Court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the School, with or without court approval, the Agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any Expenses incurred in defending against the Proceeding, except as provided in Section 8.4(b) of this Article VIII.

(b) Claims and Suits Awarded Against Agent. The School shall indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action brought by or on behalf of the School by reason of the fact that the person is or was an agent of the School, for all Expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 8.5 of this Article VIII must be made in the manner provided for in that Section 8.5; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent should be entitled to indemnity for the Expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of Expenses to be reimbursed.

Section 8.5. Determination of Agent's Good Faith Conduct

The indemnification granted to an Agent in Sections 8.2, 8.3 and 8.4 of this Article VIII above is conditioned on the following:

(a) Required Standard of Conduct. The Agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner the Agent believed to be in the best interest of the School, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

(b) Manner of Determination of Good Faith Conduct. The determination that the Agent did act in a manner complying with paragraph (a) above shall be made by:

(i) The Board by a majority vote of a quorum consisting of Trustees then in office who are not parties to the Proceeding; or

(ii) The court in which the Proceeding is or was pending.

Section 8.6. Limitations

No indemnification or advance shall be made under this Article VIII, except as provided in Sections 8.2 or 8.5(b), in any circumstance when it appears:

(a) That the indemnification or advance would be inconsistent with a provision of the School's Articles of Incorporation, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the Proceeding in which the Expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 8.7. Advance of Expenses

Expenses incurred in defending any Proceeding may be advanced by the School before the final disposition of the Proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article VIII.

Section 8.8. Contractual Rights of Non-Trustees and Non-Officers

Nothing contained in this Article VIII shall affect any right to indemnification to which persons other than Trustees and officers of the School, or any subsidiary hereof, may be entitled by contract or otherwise.

Section 8.9. Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent of the School against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the School would have the power to indemnify the Agent against that liability under the provisions of this Article VIII; provided, however, that the School shall have no power to purchase and maintain such insurance to indemnify any Agent for any self-dealing transaction, as described in Section 5233 of the California Nonprofit Corporation Law.

ARTICLE IX: RECORDS AND REPORTS

Section 9.1. Annual Report

Promptly following the availability of the audit (or, if there is no audit, a third-party financial report with annual financial statements), and in any event within 120 days after the end of the School's fiscal year, the Chair or the Treasurer shall furnish or cause to be furnished a written report containing the following information:

(a) The assets and liabilities, including the trust funds of the School as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the School, both unrestricted and restricted for particular purposes, for the fiscal year;

(d) The expenses or disbursements of the School, for both general and restricted purposes, for the fiscal year;

(e) A statement of any transaction (i) to which the School, its parent, or its subsidiary was a party, (ii) which involved more than $50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than $50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):

(1) Any Trustee or officer of the School, its parent, or its subsidiary;

(2) Any holder of more than 10% of the voting power of the School, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the School; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated; and

(f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than $10,000 paid during the fiscal year to any officer or Trustee.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the School that such statements were prepared without such a report from the books and records of the School.

Section 9.2. Fiscal Year

The fiscal year of the School shall begin on July 1 and end on June 30. These dates may be changed by resolution of the Board.

ARTICLE X: CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE XI: AMENDMENTS

Section 11.1. Amendment of Articles of Incorporation

Amendment of the Articles of Incorporation is provided for by state law and in general requires the approval of the Board pursuant to Article IV and the filing of a Certificate of Amendment with the Office of the Secretary of State.

Section 11.2. Amendment of Bylaws

These Bylaws may be amended or repealed and new Bylaws adopted by approval of the Board.

ARTICLE XII: NONDISCRIMINATION

The School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. It does not discriminate on the basis of race, color, national and ethnic origin, in the administration of its educational policies, admission policies, tuition assistance programs, and athletic and other School-administered programs.

ARTICLE XIII: WHISTLEBLOWING POLICY

The School shall establish and abide by a separate "Whistleblowing Policy," which prevents retaliation against individuals who report violations of the law.

ARTICLE XIV: JOINT VENTURE POLICY

The School shall establish and abide by a separate "Joint Venture Policy" which requires the School to negotiate in its transactions and arrangements with other members of any joint venture, terms and safeguards to ensure the School's tax-exempt status is protected.

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ADOPTED: June 3, 2026

CERTIFIED BY: _____

Ashley Tevatia
Secretary, Board of Trustees