



**BYLAWS
OF
HORIZON CHARTER SCHOOL**

Amended and Restated

Governing Board Approved October 21, 2021

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**AMENDED AND RESTATED BYLAWS
OF
HORIZON CHARTER SCHOOL**

**ARTICLE I
Purposes**

The corporation (“Corporation”) is organized for the public and charitable purposes specified in its Articles of Incorporation.

**ARTICLE II
Offices**

Section 1. Principal Office.

The Corporation’s principal office shall be located at 2800 Nicolaus Road, Suite 100, Lincoln, State of California. The board of trustees, known as the Governing Board, has full power and authority to change the principal office from one location to another within California.

Section 2. Other Offices.

Branch or subordinate offices may at any time be established by the Governing Board at any place or places where the Corporation is qualified to do business.

**ARTICLE III
Membership**

Section 1. No Members.

The Corporation shall have no members as that term is defined in Section 5056 of the California Nonprofit Corporation Law.

Section 2. Associates.

Nothing in this Article shall be construed to limit the Corporation’s right to refer to persons associated with it as “members” even though such persons are not members, and no such reference by the Corporation shall render anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Governing Board, but such individuals may not vote. The Corporation may confer, by amendment of its Articles of Incorporation or these Bylaws, some or all of a member’s rights, as set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of Governing Board members, on a disposition of substantially all of the Corporation’s assets, on a merger, on a dissolution, or on changes to the Corporation’s Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056.

ARTICLE IV
Horizon Charter School's Governing Board

Section 1. Powers.

Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the Corporation's Articles of Incorporation, these Bylaws, and such California local public agency laws of general application as may be applicable to the Corporation, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Governing Board, with the individual members of the Governing Board being generically referred to as Trustees or Board Members. The Governing Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Governing Board. No assignment, referral, or delegation of authority by the Governing Board, or anyone acting under such delegation, shall preclude the Governing Board from exercising full authority over the conduct of the Corporation's activities, and the Governing Board may rescind any such assignment, referral, or delegation at any time.

Without prejudice to its general powers, but subject to the same limitations set forth above, the Governing Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

a. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor that are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;

b. To adopt, make, and use a corporate seal and to alter the form of the seal from time to time;

c. To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities therefor;

d. To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity in which it may lawfully engage;

e. To act as trustee under any trust incidental to the principal object of the Corporation, and receive, hold, administer, exchange, and expend funds and property subject to such trust;

f. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

g. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose; and,

h. To carry out such other duties as are described in the Charter of Horizon Charter School as approved by the Western Placer Unified School District (“District”).

Section 2. Number and Qualifications of Trustees Comprising the Governing Board.

a. The number of Governing Board members shall be five (5) unless changed by amendment to these Bylaws. The number and qualifications of Governing Board members shall comply with the charter issued to Horizon Charter School by the District.

b. The qualifications for Governing Board members are generally the ability to attend Governing Board meetings, a willingness to actively support and promote Horizon Charter School and a dedication to its educational philosophy and goals.

c. No member of the Governing Board may be employed by Horizon Charter School or be a relative to an employee of Horizon Charter School.

Section 3. Election and Additional Qualifications of Governing Board Members.

a. A majority of parents of active Horizon Charter School students and a majority of all non-temporary classified and certificated Horizon Charter School employees shall elect to the Governing Board one (1) parent of a student attending Horizon Charter School who resides within the boundaries of the District. The parents of Horizon Charter School students may contribute one (1) vote per family, and Horizon Charter School employees may contribute one (1) vote each. If no District resident parent applies for this position, another parent of a student attending Horizon Charter School may serve in this position.

b. A majority of Governing Board members shall elect one (1) Governing Board member to represent the education community. However, if an education community representative is not found to fill the position after a three (3) month vacancy, a parent of a Horizon Charter School student may be elected by a majority of remaining Governing Board members to serve the remainder of the term.

c. A majority of parents of active Horizon Charter School students and a majority of all non-temporary classified and certificated Horizon Charter School employees shall also elect to the Governing Board two (2) members who shall be parents of students attending Horizon Charter School. The parents of Horizon Charter School may contribute one (1) vote per family.

d. A majority of Governing Board members shall elect one (1) Governing Board member who is a business or community representative from Placer County. However, if a business or community representative is not found to fill the position after a three (3) month vacancy, a parent of a Horizon Charter School student may be elected by a majority of remaining Governing Board members to serve the remainder of the term.

Section 4. Terms of Office of Governing Board Members.

a. The parent representatives on the Governing Board elected pursuant to Section 3.a. and Section 3.c. of this Article shall serve four (4) year terms. One or two (2) of these parent representatives shall be elected every two (2) years.

b. The Governing Board member representing the education community, elected pursuant to Section 3.b. of this Article, shall have a term of office of two (2) years, commencing July 1 and concluding June 30.

c. The Placer County business or community representative to the Governing Board, elected pursuant to Section 3.d. of this Article, shall have a term of office of two (2) years, commencing July 1 and concluding June 30.

d. Governing Board members may serve up to five (5) consecutive terms.

e. Terms of Governing Board members shall commence on July 1 and end on June 30.

f. The Governing Board may appoint and may empower the President to appoint such other offices as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws of as the Governing Board may from time to time determine.

g. The President of the Governing Board shall preside at all meetings of the Governing Board, and exercise and perform such other duties as may from time to time be assigned by the Governing Board.

Section 5. Resignation and Removal.

Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Trustee may resign effective upon giving written notice to the Board president or secretary, or the Governing Board, unless the notice specifies a later effective time. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. All other Trustees may be removed only upon the vote of a majority of the Trustees then in office. A Trustee may be removed for cause as follows:

A. The Board president will meet with the Board member to discuss the inappropriateness of the behavior and recommendations will be made for improved behavior. If the Board President is the member potentially being removed, then the Vice President shall meet with the President.

a. Following the meeting, a written report will be submitted by the President or Vice President to the Personnel Sub-Committee outlining the stated deviation and the mutually agreed upon outcomes of appropriate behavior of the Board member.

B. The Personnel Sub-Committee will meet with the Board Member.

C. The Personnel Sub-Committee may render a decision to recommend to the entire Board further sanctions, which may include a recommendation that the full Board take action for removal of the Board member.

D. Removal of the Board member may only be by action of majority of the Board. The definition of "cause" shall include, by way of illustration and not limitation, failure to abide by the Governance Standards set forth in Section 27 of these Bylaws.

Any Board member removed pursuant to this Section 5 shall not be eligible to serve on the Governing Board of the District in the future.

Section 6. Vacancies.

a. A Governing Board vacancy or vacancies shall be deemed to exist if any Trustee dies, resigns, is removed, or otherwise becomes ineligible, or if the authorized number of Trustees is increased.

b. Notwithstanding Section 5, the Governing Board may declare vacant the office of any Trustee who has been convicted of a felony, or has been found to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law or to be of unsound mind by any court of competent jurisdiction.

c. A vacancy on the Governing Board shall be filled only by the person entitled to appoint the Trustee; provided that a vacancy on the Governing Board to which the Trustee is elected may only be filled by a vote of a majority of the Trustees then in office. Each Trustee so elected, appointed, or designated shall hold office until the expiration of the term of the replaced Trustee and continue to hold office until a qualified successor has been elected, appointed, or designated.

d. No reduction of the authorized number of Trustees shall have the effect of removing any Trustee prior to the expiration of the Trustee's term of office.

Section 7. Place of Meeting.

Meetings of the Governing Board shall be held within the physical boundaries of the county in which the greatest number of pupils who are enrolled in Horizon Charter School reside.

Section 8. Meetings; Annual Meeting.

To the extent required by law, and notwithstanding any other provision of these bylaws, all meetings of the Governing Board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act").

The Governing Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Governing Board, but in no case later than December 31st.

Section 9. Regular Meetings.

Regular meetings of the Governing Board, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Governing Board. At least 72 hours before a regular meeting, the Governing Board, or its designee, shall post an agenda

containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 10. Special and Emergency Meetings.

Special meetings of the Governing Board for any purpose may be called at any time by the President of the Governing Board or the Chief Executive Officer. The party calling a special meeting shall determine the place, date, and time thereof. Special Meetings shall be called as set forth in Section 11 below. Emergency Meetings shall be called as needed.

Section 11. Notice of Special Meetings.

a. Special meetings of the Governing Board may be held only after the Board President or Chief Executive Officer has provided each Trustee with four (4) days' prior notice by first-class mail or forty-eight (48) hours' notice given personally or by telephone, telegraph, facsimile, telex, or other similar means of communication. In accordance with the Brown Act, special meetings may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda.

b. Any such notice shall be addressed or delivered to each Trustee at the Trustee's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Trustee for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Trustees are regularly held.

c. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

d. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 12. Quorum.

A majority of the voting Trustees seats shall constitute a quorum (i.e., with a five (5) member board, a quorum is three (3), regardless of how many trustees are currently sitting). Every act or decision done or made by a majority of the voting Trustees present at a meeting duly held at which a quorum is present is an act of the Governing Board, but it shall take 3 votes for any act or decision to carry. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of voting Trustees, if any action taken is approved by at least a majority of the required quorum for such meeting. Voting Trustees may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 13. Telephonic and Electronic Video Meetings.

Members of the Governing Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Governing Board shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Governing Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Governing Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda.
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Governing Board directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 14. Adjournment.

A majority of the Trustees present, whether or not a quorum is present, may adjourn any Governing Board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 15. Rights of Inspection.

Every Trustee has the right at any reasonable time to inspect all books, records, and documents of every kind and to inspect the physical properties of the Corporation, to the full extent permitted under applicable federal and state laws regarding pupil confidentiality, including but not limited to FERPA, and subject to individuals' right to privacy under state and federal law.

Section 16. Governing Board Committees.

The Governing Board may appoint an executive committee and one or more other committees each consisting of two (2) or more Trustees to serve at the pleasure of the Governing Board. Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the number of Trustees then in office, and any such committee may be designated as an executive committee or by such other name as the Governing Board shall specify. The Governing Board may appoint, in the same manner, alternate members to a committee who may replace any absent member at any meeting of the committee. The Governing

Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. The regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article applicable to meetings and actions of the Governing Board, as well as the Brown Act. Minutes shall be kept of each meeting of each committee.

Section 17. Other Committees.

a. Personnel Sub-Committee. The Personnel Sub-Committee serves as a Standing Committee of the Governing Board. The Personnel Sub-Committee will function as a review and research advisory intermediary between the Governing Board and the Chief Executive Officer to ensure each fulfills its specific responsibilities as described in the Board Policy Manual. The Personnel Sub-Committee will consist of three members (one Board member and two District HR employees) appointed as necessary by the Governing Board at any regularly scheduled meeting each year. Once an initial Personnel Sub-Committee is selected, then a new Sub-Committee must be selected at the regularly-scheduled meeting, in the same month, every twelve (12) months, each year. There shall be no prohibition of sitting members remaining on the Personnel Sub-Committee the following year. Meetings of the Sub-Committee will be held as necessary.

b. The Governing Board may create other committees, either standing or special, to serve the Governing Board that do not have the powers of the Governing Board. The President, with the approval of the Governing Board, shall appoint members to serve on such committees, and shall designate the committee chairman. If a Trustee is on a committee, he or she shall be the chairman. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member sooner resigns or is removed from the committee.

c. Meetings of a committee may be called by the President of the Governing Board or the chairman of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Governing Board. A committee may take action by majority vote.

d. Any member of a committee may resign at any time by giving written notice to the chairman of the committee or to the President of the Governing Board. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The President of the Governing Board may, with approval of the Governing Board, remove any appointed member of a committee. The President of the Governing Board, with the Governing Board's approval, shall appoint a member to fill a vacancy in any committee or any position created by an increase in the membership for the un-expired portion of the term.

Section 18. Fees and Compensation.

Governing Board members will receive a stipend for service on the Governing Board. The Governing Board may also approve reimbursement of a Governing Board member's actual and necessary expenses incurred in the conduct of the Corporation's business.

Section 19. Non-liability of Trustees.

No Trustee shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 20. Interested Persons.

No Trustees serving on the Governing Board may be "interested persons." An "interested person" is either (i) any person currently being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee as Trustee, or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 21. Standard of Care.

Pursuant to Section 5231 of the California Nonprofit Public Benefit Corporation Law, a Trustee shall perform the duties of a Trustee, including duties as a member of any committee of the Governing Board upon which the Trustee may serve, in good faith, in a manner such Trustee believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the Corporation whom the Trustee believes to be reliable and competent in the matters presented;
- b. Counsel, independent accountants, or other persons as to matters that the Trustee believes to be within such person's professional or expert competence; or
- c. A committee of the Governing Board upon which the Trustee does not serve as to matters within its designated authority, which committee the Trustee believes to merit confidence; provided, that in any such case, the Trustee acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Section 22. Contracts with Directors.

The Corporation shall not be a party to a transaction in which one or more of its Trustees directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in

which one or more of the Corporation's directors are directors and have a material financial interest).

Section 23. Corporate Loans and Advances.

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Trustee or officer.

Section 24. Annual Report.

Pursuant to Section 6321 of the California Nonprofit Public Benefit Corporation Law, the chief financial officer shall cause an annual report to be prepared and sent to each of the Trustees and others to be designated by the Governing Board, not later than 120 days after the close of the fiscal year. Such annual report shall be prepared in conformity with the requirements of the California Nonprofit Public Benefit Corporation Law as it may be in effect from time to time.

Section 25. Annual Statement of Certain Transactions and Indemnifications.

Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall furnish an annual statement of certain transactions and indemnifications to each of the Trustees not later than 120 days after the close of the fiscal year.

Section 26. General Public Agency Prohibitions Governing Certain Transactions.

Notwithstanding the foregoing Sections, nothing in this Article IV shall be construed to authorize any transaction otherwise prohibited by California Government Code Section 1090, or other applicable laws.

Section 27. Governance Standards.

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the State of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Chief Executive Officer to ensure that a high-quality education is provided to each student. Each individual Board member shall:

- a. Keep learning and achievement for all students as the primary focus.
- b. Value, support and advocate for public education.
- c. Recognize and respect differences of perspective and style on the Board among staff, students and community.
- d. Act with dignity, and understanding the implications of demeanor and behavior.

e. Keep confidential matters confidential.

f. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.

g. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Chief Executive Officer and staff.

h. Understand that authority rests with the Board as a whole and not with individuals.

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose, and:

a. Keep the district focused on learning and achievement for all students.

b. Communicate a common vision.

c. Operate openly, with trust and integrity.

d. Govern in a dignified and professional manner, treating everyone with civility and respect.

e. Govern within Board-adopted policies and procedures.

f. Take collective responsibility for the Board's performance.

g. Periodically evaluate its own effectiveness.

ARTICLE V Corporation Officers

Section 1. Officers.

The officers of the Corporation shall be a President of the Governing Board, a Chief Executive Officer, a Chief Business Official (who acts as the Chief Financial Officer for purposes of Section 5213(a) of the California Nonprofit Public Benefit Corporation Law), and a Chief Academic Official. The Chief Executive Officer or his or her designee serves as Secretary of the Corporation.

Section 2. President of the Governing Board.

The President of the Governing Board shall preside at all meetings of the Governing Board and exercise and perform such other powers and duties as may from time to time be assigned by the Governing Board.

Section 3. Chief Executive Officer.

The Chief Executive Officer of the Corporation has, subject to the control of the Governing Board, general supervision, direction, and control of the day-to-day business and affairs of the Corporation. The Chief Executive Officer has the general management powers and duties usually vested in the office of president of a corporation, as well as such other powers and duties as may be prescribed from time to time by the Governing Board. In the event that the Chief Executive Officer needs to take actions prior to the next regular Governing Board Meeting, if a special meeting or emergency meeting cannot be scheduled before the action needs to be taken due to inability to obtain a quorum, then the Chief Executive Officer is hereby granted the authority to take such actions, and notice of same shall be given at the next Governing Board meeting, and the Governing Board shall ratify same. The Chief Executive Officer shall have full, independent authority to hire, fire and discipline employees of the Corporation, consistent with all applicable policies.

Section 4. Chief Academic Official.

The Chief Academic Officer reports and is responsible to the Chief Executive Officer. The Chief Academic Official performs all education-related and other appropriate duties assigned by the Chief Executive Officer.

Section 5. Corporation Secretary.

The Chief Executive Officer or his or her designee shall serve as the Corporation Secretary, and shall keep or cause to be kept, at the principal office of the Corporation within the State of California, the original or a copy of the Corporation's Articles of Incorporation and bylaws, as amended to date, and a register showing the names of all Trustees and their respective addresses. The Secretary shall keep the seal of the Corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument. The Secretary also shall keep or cause to be kept at the principal office, or at such other place as the Governing Board may order, a book of minutes of all meetings of the Governing Board and its committees, with the time and place of holding; whether regular or special; if special how authorized; the notice thereof given; the names of those present and absent; and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Governing Board required by these bylaws or by law to be given; shall keep the seal of the Corporation in safe custody; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Governing Board.

Section 6. Chief Business Official.

The Chief Business Official reports to the Chief Executive Officer, and for purposes of Section 5213(a) of the California Nonprofit Public Benefit Corporation Law serves as the Corporation's Chief Financial Officer. The Chief Business Official shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all times be open to inspection by any Trustee. The Chief Business Official shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the

Governing Board. The Chief Business Official shall disburse or cause to be disbursed the funds of the Corporation as shall be ordered by the Governing Board, shall render to the Chief Executive Officer and the Trustees, upon request, an account of all transactions as Chief Business Official. The Chief Business Official shall present an operating statement and report, since the last preceding Governing Board meeting, to the Governing Board at all regular meetings. The Chief Business Official shall have such other powers and perform such other duties as may be prescribed from time to time by the Chief Executive Officer or Governing Board.

Notwithstanding anything to the contrary contained herein, all or any part of the funds of the Corporation may be held on behalf of the Corporation by the Treasurer of the County of Placer and shall be disbursed upon the direction of the Chief Business Official of the Corporation.

Section 7. Removal and Resignation.

Any officer may be removed, either with or without cause, by the Governing Board at any time. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment. Any officer may resign at any time by giving written notice to the Corporation, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

ARTICLE VI Indemnification

Section 1. Definitions.

For the purposes of this Article, “agent” means any person who is or was a Trustee, officer, or employee or other agent of this Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a trustee, director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of this Corporation or of another enterprise at the request of such predecessor corporation; and “proceeding” means any threatened, pending completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5.b. of this Article.

Section 2. Indemnification in Actions by Third Parties.

This Corporation may indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this

Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status 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 this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this Corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Corporation.

This Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of this Corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

- a. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine; or
- b. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- c. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4. Indemnification Against Expenses.

To the extent that an agent of this Corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations.

Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article by:

- a. A majority vote of a quorum consisting of Trustees who are not parties to such proceeding; or
- b. The court in which such proceeding is or was pending upon application made by this Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Corporation.

Section 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article. The provisions of Section 28 of Article IV do not apply to advances made pursuant to this Section 6.

Section 7. Other Indemnification.

No provision made by this Corporation to indemnify its or its subsidiary's trustees, directors, or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, bylaws, a resolution of trustees/directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which (i) persons other than such trustees/directors and officers may be entitled by contract or under the provisions of the California Tort Claims Act, or (ii) such trustees/directors may be entitled under the provisions of the California Tort Claims Act, or (iii) either may otherwise be entitled.

Section 8. Forms of Indemnification Not Permitted.

No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5.b., in any circumstances where it appears:

- a. That it would be inconsistent with a provision of the Articles of Incorporation, these bylaws, 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 it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance.

The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of this Corporation 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 this Corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 10. Non-applicability to Fiduciaries of Employee Benefit Plans.

This Article does not apply to any proceeding against any Trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article. The Corporation shall have power to indemnify such Trustee, investment manager, or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Section 11. Indemnification and the California Tort Claims Act.

Notwithstanding any other provision of this Article VI, the Corporation shall have the right and obligation to insure, defend, and indemnify the Corporation's employees, officers, and Trustees for all claims brought pursuant to the California Tort Claims Act (California Government Code Section 810, et seq.) to the fullest extent allowed under said Act.

ARTICLE VII
Miscellaneous

Section 1. Fiscal Year.

The fiscal year end of the Corporation shall be July 1 until June 30 of the following year.

Section 2. Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Governing Board or the president.

Section 3. Endorsement or Execution of Documents and Contracts.

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, the President of the Governing Board, the Chief Executive Officer or the Chief Business Official of the Corporation has authority to execute the same. Additionally, by resolution of the Governing Board, general signatory authority may be granted and delegated to other persons on behalf of the Corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Governing Board, or the President of the Governing Board, or the Chief Executive Officer. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation to any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

ARTICLE VIII
Amendments

These bylaws shall be reviewed at least once every three (3) years and such review shall be documented in the minutes of the Governing Board meetings. These bylaws may be amended or repealed and/or new bylaws adopted only by approval of a majority of the number of Trustees then in office.

CERTIFICATE OF ADOPTION

I, the undersigned, do hereby certify:

1. That I am the Chief Executive Officer of Horizon Charter School.

2. That the foregoing Amended and Restated Bylaws constitute the Bylaws of said corporation as duly adopted by the Governing Board on _____.

Date: _____

Name: _____