

**AMENDED AND RESTATED BYLAWS OF THE
FRANCIS W. PARKER CHARTER ESSENTIAL SCHOOL
Approved by the Commissioner of Education 5/10/06,
with subsequent amendments approved 4/10/07, 5/21/09, 03/25/10 and 06/08/21.**

ARTICLE 1 – General Provisions

1.1 Legal Status. This organization is a public school chartered by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws, Chapter 71, Section 89.

1.2 Name and Purpose. The name of the organization is the Francis W. Parker Charter Essential School ("the School"). The School includes the Theodore R. Sizer Teachers Center. The mission of the Theodore R. Sizer Teachers Center is to disseminate best educational practices to other schools and educators. The mission of the School is to move the child to the center of the education process, and to interrelate the several subjects of the curriculum in such a way as to enhance their meaning for the child. The School will realize its mission through educational practice guided by the Ten Common Principles of Essential Schools:

- (a) The School should focus on helping adolescents learn to use their minds well.
- (b) The School's goals should be simple: that each student master a limited number of essential skills and areas of knowledge. Curricular decisions should be guided by the aim of thorough student mastery and achievement rather than by an effort merely to cover content.
- (c) The School's goals should apply to all students, while the means to these goals will vary as those students themselves vary.
- (d) Teaching and learning should be personalized to the maximum feasible extent. Efforts should be directed toward a goal that no teacher have direct responsibility for more than 80 students. Decisions about the details of the course of study, the use of students' and teachers' time and the choice of teaching materials and specific pedagogies must be placed in the hands of the principal and staff.
- (e) The governing practical metaphor of the School should be student-as-worker rather than the more familiar metaphor of teacher-as-deliverer-of-instructional-services.
- (f) The diploma should be awarded upon a successful final demonstration of mastery of the central skills and knowledge of the School's program: an "exhibition." As the diploma is awarded when earned, the School's program proceeds with no strict age grading.
- (g) The tone of the School should explicitly and self-consciously stress values of unanxious expectation ("I won't threaten you but I expect much of you"), of trust (until abused) and of decency (the values of fairness, generosity and tolerance).
- (h) The Principal and teachers should perceive themselves as generalists first (teachers and scholars in general education) and specialists second (experts in but one particular discipline.) Staff should expect multiple obligations (teacher-counselor-manager) and a sense of commitment to the entire School.
 - (i) Ultimate administrative budget targets should include substantial time for collective planning by teachers, competitive salaries for staff and an ultimate per pupil cost not to exceed that at traditional schools by more than 10%.
 - (j) The School should demonstrate non-discriminatory and inclusive policies, practices, and pedagogies. It should model democratic practices that involve all who are directly affected by the School.

1.3 Non-Discrimination. In the employment of persons, enrollment of students, election of Officers and members of the Board of Trustees (the “Trustees”), and in the conduct of its programs and the administration of public assemblies, performances, exhibits and events, the School will not discriminate on the basis of age, sex, sexual orientation, race, national origin, ancestry, religion, marital status, or non-disqualifying handicap or mental condition.

ARTICLE 2 – Board of Trustees

2.1 Trustee Responsibilities. All Trustees of the School (the “Trustees”) shall be deemed to be special public employees of the Commonwealth of Massachusetts. Trustees shall (a) serve the School with the highest degree of undivided duty, loyalty and care and undertaking no enterprise to profit personally; (b) comply with the code of conduct, conflict of interest, and confidentiality policy statements of the School, review annually the conflict of interest policy for Trustees, members of Trustee committees, and Officers; and (c) have no direct or indirect financial interest in the assets or leases of the School. Any Trustee who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the School shall disclose the relationship and shall not participate in any vote taken with respect to such transactions or services.

2.2 Board Responsibilities and Powers. The Board of Trustees (the “Board”) is a public entity which shall manage the affairs of the School and shall have and may exercise all the powers of the School, except as otherwise provided by law, the Charter or these bylaws. Since the School holds the charter from the Commonwealth of Massachusetts, the Board is also responsible for ensuring that the School: (i) complies with all applicable laws and regulations; and (ii) is an academic success, organizationally viable, faithful to the terms of its charter and earns charter renewal. The following responsibilities and powers are exclusively delegated to the Board:

- (a) To determine the mission and direction of the School and to assess the School's practice in relation to its mission and direction.
- (b) To determine school policies in compliance with state and federal law.
- (c) To establish the conflict of interest policy for Trustees, members of Trustee committees and Officers, and to require affected persons to indicate that they have reviewed the policy and disclosed any potential conflicts.
- (d) To determine, in consultation with the School's teachers, the curriculum.
- (e) To approve a student code of conduct.
- (f) To select, appoint, and evaluate the Principal, and to set the terms and conditions of her or his employment, and to remove the Principal.
- (g) To manage the financial affairs of the School so as to ensure the School's financial stability and the continued integrity of its academic programs; to borrow and incur indebtedness for the purposes of the School, and to develop and approve its annual operating and capital budgets.
- (h) To approve the sale, transfer, lease, or purchase of real property by the School and to maintain in good condition, and approve all use of, the property of the School.
- (i) To serve as a review board if a complaint cannot be resolved through the usual channels of School administration.
- (j) To amend the material terms of the School's charter (contingent upon approval by the Department of Education), and submit charter amendments to the Commonwealth of Massachusetts.

(k) To prepare an Annual Report to be submitted to the Department of Education and made available to each parent or guardian of enrolled and prospective students.

2.3 Number and Characteristics. The Trustees annually at their annual meeting shall fix the number of Trustees, which number shall be no fewer than nine (9) and no more than twenty-five (25). The Board shall include no fewer than three (3) Trustees who are parents of students at the School and no fewer than three (3) Trustees who are faculty at the School, one of whom shall be the Principal. All Trustees shall serve as voting Trustees, provided that nominations are received as provided in Section 2.4.

The Board may vote by a 2/3 majority of Trustees present at any regular or special meeting to change the size of the Board within the limits set above, and/or to change the characteristics of Board members.

2.4 Nominations and Election of Trustees.

(a) The Principal shall serve as a voting *ex officio* members of the Board.

(b) The remaining Trustees shall be elected by a majority of the voting Trustees present at the annual meeting of the Board from the slate of nominees prepared by the Governance Committee. No nominees shall be considered elected until voted on by the Board.

2.5 Terms. Except as provided herein, all Trustees except the Principal shall serve for three (3) years until the third annual meeting after their election and until their successors are duly elected and qualified, or until they sooner die, resign, are removed or become disqualified. The Principal shall hold office as a Trustee so long as he or she shall serve in his or her capacity as Principal. Trustees shall be eligible to vote at the first board meeting following their approval by the Department of Education. The Domain Leader of Arts and Humanities, and the Domain Leader of Math, Science and Technology, who have been serving as voting Trustees *ex officio*, shall each continue to serve in such capacity until the annual meeting of the Board of Trustees held in 2010, unless they sooner die, resign, are removed or become disqualified.

2.6 Term Limit. Trustees shall be limited to serving no more that four consecutive terms without taking at least one-year sabbatical from serving on the Board. Filling a vacancy for less than a complete term shall not be considered as part of the term limit.

2.7 Resignation. A Trustee may resign at any time by filing a written resignation with the Chair or Clerk of the Board or to the School at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

2.8 Removal. The Board may remove any Trustee with or without cause by a two-thirds vote of the voting Trustees present at any meeting of the Board, provided that a notice of the proposed removal along with the place and time of the meeting, is sent by Registered Mail to the Trustee proposed for removal at least thirty days in advance of the meeting. The matter shall be considered by the Board at the time and place mentioned in the notice and the Trustee shall be given an opportunity to be heard.

2.9 Vacancies. Any vacancy in the Board of Trustees may be filled by vote of a majority of the Board of Trustees present at any regular or special Board meeting at which a quorum is present, and such successor shall hold office for the unexpired portion of the term of his or her predecessor and until a successor is chosen and qualified, or in each case until the Trustee sooner dies, resigns, is removed or

becomes disqualified. The Board may exercise all its powers notwithstanding the existence of one or more vacancies.

ARTICLE 3 – Officers

3.1 Officers. There shall be four elected Officers of the Board: a Chair, a Vice-Chair, a Treasurer and a Clerk, and such other Officers as the Trustees may determine from time to time. The School may also have such agents, if any, as the Trustees may appoint.

(a) The Chair shall prepare the agenda for and preside at all meetings of the Board of Trustees and shall appoint the members of all committees.

(b) The Vice-Chair shall take on the responsibility of the Chair in his or her absence. It is not expected that Vice-Chairs will always move on to serve as Chairs.

(c) The Treasurer shall provide direction for the financial management of the School and support the Board in meeting its financial oversight responsibilities.

(d) The Clerk shall ensure that minutes are taken at each Board meeting and shall keep the non-financial records of the Board.

(e) All other Officers shall have such duties and powers as may be designated from time to time by the Trustees.

3.2 Nomination. The Governance Committee shall present a slate of Officers to the Board at the annual meeting. The nominated Officers shall be drawn from among the members of the Board.

3.3 Election. Officers shall be elected by a majority of the voting Trustees present at the annual meeting of the Board from the slate presented by the Governance Committee. Any other Officers deemed necessary or desirable by the Trustees may be elected by the Trustees at any time.

3.4 Terms. The newly elected Officers shall take office at the close of the meeting at which they are elected and the term of office shall be one year, and until their respective successors are duly chosen and qualified. A Trustee may serve no more than six consecutive terms in the same office. Filling a vacancy for less than a complete term will not be considered as part of the term limit.

3.5 Resignation and Removal. An Officer may resign at any time by filing a written resignation with the Chair or Clerk of the Board or to the School at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. The Board may remove any Officer with or without cause by a two-thirds vote of the voting Trustees present at any meeting of the Board, provided that a notice of the proposed removal along with the place and time of the meeting, is sent by Registered Mail to the Officer proposed for removal at least thirty days in advance of the meeting. The matter shall be considered by the Board at the time and place mentioned in the notice and the Officer shall be given an opportunity to be heard.

3.5 Vacancies. In the event that one of the offices becomes vacant the Governance Committee will present to the Board an interim Officer to fill the office for the unexpired portion of the term. Interim Officers shall be elected by a majority of the voting Trustees present at any regular or special meeting of the Board and shall hold office for the unexpired portion of the term of his or her predecessor and until a

successor is chosen and qualified, or in each case until the Officer sooner dies, resigns, is removed or becomes disqualified.

ARTICLE 4 – Meetings

4.1 Number and Schedule. The Board shall meet at least nine times during the school year and as needed over the summer, and at least quarterly. An annual meeting of the Board shall be held at the meeting of the Board that is regularly scheduled for June of each year, or at any other time that the Board shall designate at the School or at such place and at such time as the Board shall determine. If the annual meeting is not held on the specified day, the Trustees may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting.

4.2 Special Meetings. Special meetings of the Board may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair.

4.3 Quorum. One-half of the voting Trustees then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board.

4.4 Open meeting law. All meetings shall comply with MGL Chapter 30A Section 11A 1/2, the law pertaining to the open meetings of governmental bodies (the “Open Meeting Law”). All meetings shall be open to the public except when executive session is allowed by law.

4.5 Notice. Public notice of all meetings shall be given as required by law. For so long as required by the Open Meeting Law, notice of each meeting shall be filed with the Clerk of the Commonwealth of Massachusetts, and a copy thereof posted in the School administrative office at least forty-eight hours, including Saturdays but not Sundays and legal holidays, prior to the time of such meeting. Notice of the date, time and place of all regular and special meetings of the Trustees shall be given to each Trustee by the Clerk or, in case of the death, absence, incapacity or refusal of the Clerk, by the Officer or one of the Trustees calling the meeting. Such notice shall be given to each Trustee in person or by telephone, telegram, facsimile transmission or electronic mail sent to such Trustee’s usual or last known business, home or electronic mail address at least twenty-four (24) hours in advance of the meeting, or by mail addressed to such business or home address and postmarked at least forty-eight (48) hours in advance of the meeting, unless shorter notice is adequate under the circumstances. Except as required by law, notice of any meeting of Trustees need not be given: (i) to any Trustee who, either before or after the meeting, delivers a written waiver of notice, executed by the Trustee, which is filed with the records of the meeting; or (ii) to any Trustee who attends the meeting and who, either prior to the meeting or at its commencement, fails to protest the lack of such notice. The Board of Trustees shall endeavor to circulate an agenda prior to each meeting.

4.6 Records. The Board will maintain a record of every meeting including the date, time and location of the meeting, the members present or absent, and all action taken at the meeting, including formal votes taken. The Board must adopt records of meetings at a subsequent meeting in accordance with the Open Meeting Law.

4.7 Actions. Unless otherwise specified in these bylaws, a majority of those voting at any meeting shall be required to take action. If no quorum is present, issues may be discussed but no votes taken.

4.8 Participation. In accordance with M.G.L. c. 30A, § 20(d), a quorum of Trustees, including the person chairing the meeting, shall be physically present at the meeting location, absent an Executive Order suspending this statutory requirement. Individual Trustees may be permitted to participate in a meeting remotely, provided that such participation is in compliance with all of the requirements of 940 CMR 29.10, including, but not limited to, having a permissible reason to participate remotely. Proxies or designating alternatives to attend a meeting is not allowed. Participation of Trustees shall be subject to the provisions of Article 10.

ARTICLE 5 – Staff

5.1 Principal. The Board is responsible for appointing a Principal who, in accordance with the School's charter and the policies established from time to time by the Board, shall be the chief executive officer of the School and supervise and control all of the business and affairs of the School. The Principal shall appoint and remove, employ and discharge, and prescribe the duties and fix the compensation of all agents and employees of the School. In the event of the absence of the Principal or his or her disability to act the Board will appoint an Interim Principal or a team of Interim Co-Principals to fill this role. The Board is also responsible for working collaboratively with the Principal and conducting an annual evaluation of the Principal's performance.

ARTICLE 6 – Committees and Task Forces

6.1 Committees and Task Forces. The Board shall establish committees and task forces as it may deem necessary. The purpose and particular powers, duration, and composition of each committee and task force and its duration shall be approved by a vote of the Board. All committee and task force meetings shall be conducted in accordance with Open Meeting Law, and a record kept of those meetings.

6.2 Membership. The Chair shall appoint members to committees of the Board. Committees may be composed of Trustees or community members, or both; *provided, however*, that any committee or task force to which the powers of the Trustees are delegated shall consist solely of Trustees.

6.3 Standing Committees. The Board shall establish the following standing committees:

- (a) Finance Committee, which shall have oversight of the School's financial affairs and work with the Principal to develop the annual budget.
- (b) Governance Committee, which shall identify, recruit and nominate persons to serve as Trustees and Board Officers; provide ongoing orientation to Trustees, and present to the Board any suggested changes to the charter or bylaws

ARTICLE 7 – Miscellaneous

7.1 Fiscal Year. The fiscal year of the School Board of Trustees shall begin on July 1 of each calendar year and terminate on June 30 of the following year.

7.2 Execution of Instruments. All contracts, bonds, notes, checks, drafts and other instruments authorized to be executed by an Officer of the School on its behalf shall be signed by the Chair or the Treasurer except as the Trustees may generally or in particular cases otherwise determine. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the School by the Chair and the Treasurer, who may be one and the same person, shall be binding on the School in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Charter, bylaws, resolutions or votes of the School.

ARTICLE 8 – Compensation and Liability

8.1 Compensation. No Trustee or Officer shall receive any compensation for services rendered as a Trustee or Officer. Notwithstanding the foregoing, a Trustee or Officer may receive reasonable compensation for services rendered as an employee of the School. A Trustee may, if authorized by the Board, be reimbursed for necessary expenses reasonably incurred in the performance of duties as a Trustee or Officer.

8.2 Personal Liability. The Trustees and Officers of the School shall not be personally liable for any debt, liability or obligation of the School. All persons, corporation or other entities extending credit to, contracting with or having any claim against the School may look only to the funds and property of the School for the payment of any such contract or claim, or of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the School.

ARTICLE 9 – Indemnification

9.1 Generally. To the extent permitted by law, the School may indemnify each person who may serve or who has served at any time as a Trustee or Officer of the School, each person who may serve or who has served at the request of the School as a Trustee, officer, employee or other agent of another organization and each person who may serve or has served at its request in a capacity with respect to any employee benefit plan (collectively, "Indemnified Officers" or individually, "Indemnified Officer"), against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (a "proceeding") in which an Indemnified Officer may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless a majority of the full Board authorized the proceeding); *provided, however*, that no indemnification shall be provided to such Indemnified Officer with respect to any matter as to which such Indemnified Officer shall have been finally adjudicated in any proceeding (i) to have breached the Indemnified Officer's duty of loyalty to the School, (ii) not to have acted in good faith in the reasonable belief that such Indemnified Officer's action was in the best interest of the School, (iii) to have engaged in

fraud, gross negligence, intentional malfeasance, willful misconduct or a knowing violation of law, or (iv) to have engaged in any transaction from which the Indemnified Officer derived an improper personal benefit; *and further provided*, that any compromise or settlement payment shall be approved by the School in the same manner as provided below for the authorization of indemnification. Any person who at the request of the School may serve or has served another organization or an employee benefit plan in one or more of the foregoing capacities and who shall have acted in good faith in the reasonable belief that his or her action was in the best interests of such other organization or in the best interests of the participants or beneficiaries of such employee benefit plan shall be deemed to have acted in such manner with respect to the School.

9.2 Advances: Repayment. Such indemnification may, to the extent authorized by the Board, include payment by the School of expenses, including attorneys' fees, reasonably incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Indemnified Officer to repay such payment if not entitled to indemnification under this Section which undertaking may be accepted without regard to the financial ability of such Indemnified Officer to make repayment.

9.3 Authorization. The payment of any indemnification or advance shall be conclusively deemed authorized by the School under this Section, and each Trustee and Officer of the School approving such payment shall be wholly protected, if:

- a) the payment has been approved or ratified (1) by a majority vote of the Trustees who are not at that time parties to the proceeding or (2) by a majority vote of a committee of two or more Trustees who are not at that time parties to the proceeding and are selected for this purpose by the full Board (in which selection Trustees who are parties may participate); or
- b) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the School) appointed for the purpose by vote of the Trustees in the manner specified in clauses (1) or (2) of subparagraph (i) or, if that manner is not possible, appointed by a majority of the Trustees then in office; or
- c) a court having jurisdiction shall have approved the payment,

9.4 Heirs, Executors and Administrators. To the extent permitted by law, the indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of any Indemnified Officer entitled to indemnification hereunder.

9.5 Non-Exclusive Rights. The right of indemnification under this Section shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Section shall affect any rights to indemnification to which School employees, agents, Trustees, Officers and other persons may be entitled by contract or otherwise under law.

9.6 Adverse Amendments. Except as required by law, no amendment or repeal of the provisions of this Article which adversely affects the right of an Indemnified Officer under this Section shall apply to that Indemnified Officer with respect to the acts or omissions of such Indemnified Officer that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted for by or was made with the written consent of such Indemnified Officer.

9.7 Employees and Agents. To the extent legally permissible, the School may indemnify any employee or agent of the School to the extent authorized by the Board by an affirmative vote of a majority of the Trustees entitled to vote. The foregoing provisions of this Article 9 shall apply to any indemnification of any employee or agent under this Section 9.7.

ARTICLE 10 – Provisions Relative to Transactions With Interested Persons

10.1 Financial Disclosure. For so long as required by Section 89 of Chapter 71 of the Massachusetts General Laws, each Trustee shall file a disclosure of financial interest within 30 days after becoming a Trustee and annually thereafter with the Massachusetts State Ethics Commission, the Board of Education and the clerk of the city or town wherein the School is located as required by law.

10.2 Recusal. A Trustee shall promptly disclose to the Board the material terms of any proposed transaction involving the School with respect to which such Trustee may have a conflict of interest. The disclosure shall include all material facts regarding the terms of the transaction, the interest of the School in the transaction, the interest of the Trustee in the transaction, and any relationship that the Trustee may have with other parties involved in the transaction. For so long as and to the extent required by Chapter 268A of the Massachusetts General Laws, the Trustee shall recuse himself or herself from any vote regarding the transaction and shall not participate in any discussion of the transaction during any meeting of the Board of Trustees. The Trustee shall otherwise comply with the requirements of such Chapter 268A. No Trustee who shall be an employee of the School shall participate in any such vote, discussion or executive session regarding his or her own hiring, evaluation, retention, compensation, benefits or other terms and conditions of employment. Notwithstanding the foregoing, with the consent of the Board, any Trustee may appear before the Board on his or her own behalf as an employee of the School, but only if and to the extent permitted by law.

10.3 Conflict of Interest. The School shall not enter any contract or transact any business in which any part of the assets or net earnings, if any, of the School shall inure to the benefit of, or be distributable to, any Trustee or Officer of the School or other private individual, except that the School may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its purposes as set forth in the Charter. Subject to compliance with Chapter 268A of the Massachusetts General Laws, the School may, however, enter into contracts and transact business with one or more of its Trustees or Officers or with any corporation, organization or other concern in which one or more of its Trustees or Officers are Trustees, officers, stockholders, partners or otherwise interested; and, in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Trustees or Officers of the School have or may have interests which are or might be adverse to the interest of the School even though the vote or action of Trustees or Officers having such adverse interest may have been necessary to obligate the School upon such contract or transaction. In the absence of fraud, no Trustee or Officer of the School having such adverse interest shall be liable to the School or to any creditor thereof or to any other person for loss incurred by it under or by reason of such contract or transaction, nor shall any such Trustee or Officer be accountable for any gains or profits realized thereon.

ARTICLE 11 – Bylaws

11.1 Bylaws. These bylaws shall become effective upon adoption by the Board.

11.2 Amendments. These bylaws may be amended by a two-thirds vote of the voting Trustees present at any meeting of the Board, provided that notice of the proposed amendments, together with a copy thereof, is provided to each Trustee at least seven days prior to the meeting at which the amendment is to be considered. Amendments to these bylaws shall become effective upon adoption by the Board contingent upon approval by the Department of Education.