

**AMENDED AND RESTATED BYLAWS
OF
THE MCMINNVILLE MONTESSORI SCHOOL
(An Oregon Nonprofit Corporation)**

**ARTICLE I
OFFICES**

The principal office (the “*Principal Office*”) of the Corporation shall be located at its principal place of business or such other place as the Board of Directors (the “*Board*”) may designate. The Corporation may have such other offices, either within or without the State of Oregon, as the Board may designate or as the business of the Corporation may require from time to time.

**ARTICLE II
PURPOSE**

The Corporation is a nonprofit corporation established under the Oregon Nonprofit Corporation Act for religious, charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), including, without limitation, to utilize Montessori principles and practices to provide an education and environment for children in the community to cultivate curiosity, independence, social responsibility and a lifelong love of learning.

**ARTICLE III
MEMBERS**

The Corporation shall not have members.

**ARTICLE IV
BOARD OF DIRECTORS**

4.1. General Powers. Subject to the provisions and limitations of the Oregon Nonprofit Corporation Act and any other applicable laws, and subject to any limitations in the articles of incorporation and these bylaws, the Corporation’s activities and affairs shall be managed, and all corporate power shall be exercised, by or under the Board’s direction, with a view of the Montessori approach to education. In particular, the Board shall have the power and duty to ensure that the Corporation’s affairs are conducted in compliance with the articles of incorporation, these bylaws, and all applicable laws.

4.2. Board Composition; Qualifications. The Board shall have three (3) to nine (9) directors, nominated and approved by majority vote of the Board. The Board may increase or decrease the number of directors from time to time by a duly adopted resolution of the Board.

4.3. Term. Unless a Director dies, resigns, or is removed, he or she shall hold office for a term of two years, until the second subsequent annual meeting of the Board or until his or her successor is elected, whichever is later. A Director may be reelected without limitation on the number of terms he or she may serve.

4.4. Resignation. Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the Corporation or at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5. Removal. One or more Directors may be removed from office, with or without cause, by the affirmative vote of a majority of the Directors then in office, *provided* that the Founder Director may not be removed other than for Cause.

4.6. Vacancies. A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

4.7. Annual Meeting. The Board shall hold an annual meeting on the first Wednesday in [March/April] [NTD: This should be the month when we approve the budget for the following year and have a sense of enrollment numbers. Is March too early?] each year, or on such other day as shall be fixed by resolution of the Board, for the purpose of electing Directors and transacting such other business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. Notice of this meeting is not required.

4.8. Regular Meetings. The Board shall hold regular meetings on the first Wednesday of each month, or on such other day as shall be fixed by resolution of the Board, for the purpose of transacting such business as may properly come before the meeting. Notice of regular meetings is not required.

4.9. Special Meetings. Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the any Directors, or, in the case of a committee meeting, by the chairman of the committee. The Person or Persons authorized to call special meetings may fix any place either within or without the State of Oregon as the place for holding any special Board or committee meeting called by them.

4.10. Executive Session. The Board may hold an executive session during or after any regular or special meeting of the Board to discuss confidential matters. The Board may require the absence of the Head of School from an executive session when such session addresses matters concerning the Head of School.

4.11. Place of Meetings. All meetings shall be held at the Principal Office or at such other place within or without the State of Oregon designated by the Board, by any Persons entitled to call a meeting or by a waiver of notice signed by all Directors.

4.12. Meetings by Telephone or Other Means of Communication. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee (a) by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other at the same time, or (b) by means of communication in which all communications during the meeting are immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors. All participating Directors shall be informed that such a meeting is taking place at

which official business may be transacted. Participation by such means shall constitute presence in person at a meeting.

4.13. Notice of Meetings. Notice of a Board meeting, stating the date, time, and place of the meeting, shall be given to each Director at least 48 hours prior to a special meeting by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid; (c) by telephone, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; or (d) by electronic mail. All such notices shall be given or sent to the director's address, telephone number or email address as shown on the records of the Corporation or as given by the director to the Corporation for the purposes of notice.

4.14. Waiver of Notice.

(a) Record. Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Oregon law, the waiver must be in writing, must be signed by the Director entitled to the notice, must specify the meeting for which notice is waived and must be filed with the minutes or the corporate records. Such waiver may be in the form of an electronic transmission from the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

(b) By Attendance. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director, at the beginning of the meeting, or promptly upon the Director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

4.15. Quorum. The presence of at least a majority of the number of Directors fixed by or in the manner provided by these Bylaws shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

4.16. Action Without a Meeting. Any action that could be taken at a meeting of the Board may be taken without a meeting if a consent in the form of a record, which consent clearly sets forth the action to be taken, is executed by all the Directors. Action taken under this Section 4.16 is effective when the last Director signs the consent, unless the consent specifies an earlier or later effective date. Any such record shall be inserted in the minute book as if it were the minutes of a Board meeting. For purposes of this Section 4.16, record means information inscribed on a tangible medium or contained in an electronic transmission.

4.17. Board Committees.

(a) Standing or Temporary Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Such committees shall have and exercise the authority of the Directors in the management of the Corporation, subject to such limitations as may be prescribed by the Board and by applicable Oregon law. The creation of,

delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described by applicable Oregon law. The Founder Director shall have a right to serve on any committees established by the Board.

(b) Quorum; Manner of Acting. A majority of the number of Directors composing any committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

(c) Resignation. Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairman of such committee, or at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Removal of Committee Member. The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee elected or appointed, provided that the Founder Director may only be removed from a committee for Cause.

ARTICLE V **OFFICERS**

5.1. Officers of the Corporation. The officers of the Corporation shall be a Chairman of the Board, President, Vice-President(s), Secretary, and Treasurer (collectively, the “**Statutory Officers**”).

5.2. Election of Officers.

(a) The Board shall appoint the Statutory Officers, who shall serve for a term of one year (or earlier death, resignation, or removal), or until his or her successor is elected, whichever is later. A Statutory Officer may be reelected without limitation on the number of terms he or she may serve.

(b) The Corporation may have, at the discretion of the Board, such other officers as may be appointed by the Board or by another officer as authorized by the Board. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the bylaws or as determined by the Board.

(c) If a position among the Statutory Officers is not filled at an annual meeting of the Board, it may be filled at any special meeting of the Board.

(d) Each elected officer, including an officer elected to fill a vacancy or elected at a special members’ meeting by written ballot, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

5.3. Removal of Officers. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed with or without cause by the Board or by an officer on whom such power of removal may be conferred by the Board.

5.4. Resignation of Officers. Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to that office.

5.6. Chairman of the Board. The Chairman of the Board shall give, or cause to be given, notice of all meetings of the Board, and of committees of the Board required by these bylaws to be given; preside at Board meetings; and shall exercise and perform such other powers and duties as the Board may assign from time to time. [NTD: The structure is currently set up for the Chairman to be named the President. The HOS should be a statutory officer for liability/indemnification purposes as well. The HOS can be named the President or the Chairman can be named President and the description below will be changed to HOS.]

5.7. President. Subject to the control of the Board, the President shall be the general manager of the day-to-day activities and operations of the Corporation and shall supervise and direct the Corporation's employees and independent contractors. The President shall have such other powers and duties as are delegated to him or her by the Board by these bylaws.

5.8. Vice President. In the event of the death of the President or his or her inability to act, the Vice President (or if there is more than one Vice President, the Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President first appointed to such office) shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or by the Board.

5.9. Secretary. The Secretary shall keep or cause to be kept, at the Corporation's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place of holding, whether the meeting was annual, regular, or special and, if special, how authorized, the notice given, and the names of those present at Board and committee meetings. The Secretary shall keep or cause to be kept, at the Principal Office in Oregon, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall, if applicable, keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the bylaws may prescribe.

5.12. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws;

and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

ARTICLE VI **INDEMNIFICATION**

6.1. Indemnification of Directors and Officers.

(a) Except as provided in Section 6.1(d), the Corporation will indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding to the full extent permitted by law if:

(i) the conduct of the individual was in good faith;

(ii) the individual reasonably believed that the individual's conduct was in the best interests of the Corporation, or at least not opposed to its best interests; and

(iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(b) The conduct of a Director or officer with respect to an employee benefit plan for a purpose the Director or officer reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Section 6.1(a)(2).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, be determinative that the Director or officer did not meet the standard of conduct described in this Section 6.1.

(d) The Corporation may not indemnify a Director or officer under this Section 6.1:

(i) in connection with a proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation; or

(ii) in connection with any other proceeding charging improper personal benefit to the Director or officer in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by the Director or officer.

(e) Indemnification permitted under this Section 6.1 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

6.2. Mandatory Indemnification. Unless limited by the Articles of Incorporation, the Corporation will indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director or officer was a party because of being a Director or officer of the Corporation against reasonable expenses incurred by the Director or officer in connection with the proceeding to the full extent permitted by law.

6.3. Advance for Expenses. The Corporation will pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding in advance of final disposition

of the proceeding to the full extent permitted by law if (a) the Director or officer furnishes the Corporation a written affirmation of the Director's or officer's good faith belief that the Director or officer has met the standard of conduct described in Section 6.1 and (b) the Director or officer furnishes the Corporation a written undertaking, executed personally or on the Director's or officer's behalf, to repay the advance if it is ultimately determined that the Director or officer did not meet the standard of conduct.

6.4. Determination and Authorization of Indemnification

(a) The Corporation may not indemnify a Director or officer under Section 6.1 unless authorized in the specific case after a determination has been made that indemnification of the Director or officer is permissible in the circumstances because the Director or officer has met the standard of conduct set forth in Section 6.1.

(b) A determination that indemnification of a Director or officer is permissible must be made:

(i) by the Board by majority vote of a quorum consisting of Directors not at the time parties to the proceeding;

(ii) if a quorum cannot be obtained under Section 6.4(b)(i), by a majority vote of a committee duly designated by the Board, consisting solely of two or more Directors not at the time parties to the proceeding; or

(iii) by special legal counsel selected by the Board or its committee in the manner prescribed in Section 6.4(b)(i) or Section 6.4(b)(ii) or, if a quorum of the board cannot be obtained under Section 6.4(b)(i) and a committee cannot be designated under Section 6.4(b)(ii), the special legal counsel will be selected by majority vote of the full Board, including Directors who are parties to the proceeding.

(c) Authorization of indemnification and evaluation as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses will be made by those entitled under Section 6.4(b)(iii) to select counsel.

(d) A Director or officer may not be indemnified until 20 days after the effective date of written notice to the Attorney General of the State of Oregon of the proposed indemnification.

6.5. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses under this Article VI to an employee or agent of the Corporation to the same extent as to a Director or officer.

6.6. Non-Exclusivity of Rights. The indemnification and provisions for advancement of expenses provided in this Article VI will not be deemed exclusive of any other rights to which Directors, officers, employees or agents may be entitled under the Articles of Incorporation or these Bylaws, any agreement, general or specific action of the Board or otherwise, and will continue as to a person who

has ceased to be a Director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.

6.7. Savings Provisions. The repeal of a provision of this Article VI does not affect (a) the operation of the provision or any action taken under it before its repeal; or (b) any ratification, right, remedy, privilege, obligation, or liability acquired, accrued, or incurred under the provision before its repeal.

6.8. Severability. If any provision of this Article VI or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Article VI that can be given effect without the invalid provision or application, and to this end the provisions of this Article VI are severable.

6.9. Definitions. As used in this Article VI:

(a) **“Corporation”** includes any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) **“Director”** means an individual who is or was a Director of the Corporation or an individual who, while a Director of the Corporation, is or was serving at the Corporation's request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. A Director will be considered to be serving an employee benefit plan at the Corporation's request if the Director's duties to the Corporation also impose duties on, or otherwise involve services by, the Director to the plan or to participants in or beneficiaries of the plan. “Director” includes, unless the context requires otherwise, the estate or personal representative of a Director.

(c) **“Expenses”** include attorney fees.

(d) **“Liability”** means the obligation to pay a judgment, settlement, penalty, fine, including, without limitation, an excise tax assessed with respect to an employee benefit plan, or reasonable expenses actually incurred with respect to a proceeding.

(e) **“Officer”** means an individual who is or was an officer of the Corporation or an individual who, while an officer of the Corporation, is or was serving at the Corporation's request as a Director, officer, partner, trustee, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. An officer is considered to be serving an employee benefit plan at the Corporation's request if the officer's duties to the Corporation also impose duties on or include services by the officer to the employee benefit plan or to participants in or beneficiaries of the plan. “Officer” includes, unless the context requires otherwise, the estate or personal representative of an officer.

(f) **“Party”** includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) **“Proceeding”** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

ARTICLE VII
RECORDS AND REPORTS

Books and Records. The Corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances, minutes of the proceedings of its Boards, and any minutes that may be maintained by committees of the Board; records of the names and post office addresses of its officers and Directors, and such other records as may be necessary or advisable.

ARTICLE VIII
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board at any regular or special meeting of the Board.