

**THE RUDOLF STEINER SCHOOL
ASSOCIATION OF ANN ARBOR**

BYLAWS

ADOPTED: 1988

REVISED: 12/02/2020

RUDOLF STEINER SCHOOL ASSOCIATION OF ANN ARBOR
BOARD OF TRUSTEES
BYLAWS

ARTICLE 1
Name and Purpose

- 1.1 Name: The name of the corporation is the Rudolf Steiner School Association of Ann Arbor. The corporation shall also be known as the Rudolf Steiner School of Ann Arbor (School).
- 1.2 Purpose: The purpose of the School is to employ and work in collaboration with the College of Teachers (College) to put into practice a full Waldorf education program in Ann Arbor, Michigan. The primary function of the Board of Trustees (Board) is to act on behalf of the school in all financial and legal matters and in accordance with section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE 11
Board of Trustees

- 2.1 The Board of Trustees shall manage the affairs of the School. The Board's primary duties include hiring and evaluation of the Administrator, strategic planning, and overseeing all financial and legal aspects of the School's functioning. It is the Board's responsibility to act to ensure the present and future viability of the School. The Board is ultimately responsible for the operation of the School; the management and maintenance of the School's properties; and the maintenance of a safe and productive learning environment. The Board may delegate the operational management of these responsibilities to employees, Trustees, or others as it deems prudent.
- 2.2 Number and Qualification: The Board shall have no less than seven and no more than fifteen voting members (Trustees), at least two of whom shall be current School parents, at least two of whom shall be faculty members of the School, and at least one of whom shall be a member of the Anthroposophical Society of America. Trustees shall be nominated by the Trustees Committee and shall be elected at the annual meeting in June or at other times at the discretion of the Executive Committee.
- 2.3 Term of Trustees: Elected Trustees shall serve for one three-year term beginning July 1 of the year in which they were elected. Trustees may be re-elected to serve a maximum of two additional three-year terms. The Board shall strive to be divided into staggered cohorts so that the terms of approximately one-third of the

Trustees shall expire each year. In the event that a Trustee does not complete his or her term, a new Trustee may be elected to fill the unexpired term. At no time shall a majority of the Trustees have served more than six consecutive years. Trustees can resign from the Board, during their term, with six weeks written notice to the Executive Committee

- 2.4 Absences: Any Trustee may request that the Board consider, at a future meeting, whether to terminate a Trustee who has been absent from more than three Board meetings in a year. Terminations for absences will be determined by two-thirds (2/3) vote of the full Board.
- 2.5 Termination: Any Trustee may request that the Board consider, at a future meeting, whether to terminate a Trustee who is unwilling or unable to fulfill the duties required, who has an unreconcilable conflict of interest, who has exhibited unethical behavior, or who is preventing the Board from functioning effectively. Terminations will be determined by two-thirds (2/3) vote of the full Board.

ARTICLE III Meetings

- 3.1 Annual Meeting: The annual meeting of the Board shall be held in June of each year.
- 3.2 Agenda for the Annual Meeting: The agenda for the annual meeting of the Board shall include:
- a. Ascertaining whether a quorum is present.
 - b. Approval of the minutes of the preceding meeting of the Board.
 - c. Election of qualified Trustees and Officers in accord with Articles IV and V, respectively.
- 3.3 Special Meetings: Special meetings of the Board of Trustees may be called by or at the request of the President and/or by the Executive Committee.
- 3.4 Place of and Participation in Meetings: All meetings of the Board shall be held at a place designated by the President. Trustees may participate (and shall be counted as present) in a meeting of the Board via telephone or other medium, so long as all persons participating in the meeting can communicate with each other.
- 3.5 Quorum: The presence of a majority of Trustees at a meeting shall constitute a quorum for the transaction of any business at any meeting of the Board. If a quorum is not present at such meeting, a majority of the Trustees present may adjourn the meeting without further notice until a quorum is present.
- 3.6 Manner of Action: The act of a majority of the Trustees present at a meeting at which a quorum is present shall be an act of the Board, except where otherwise provided by law or by these bylaws.

- 3.7 Informal Action: Unless otherwise restricted by law, the certification of incorporation, or these bylaws, any action required to be taken at any meeting of the Board or any committee thereof may be taken by the Executive Committee. Such actions will be announced and recorded in the minutes of the next meeting of the Board.
- 3.8 Procedure: Consensus shall be the primary form of decision-making. If consensus is not reached in decisions that are time bound, a majority vote shall be taken.
- 3.9 Compensation: Trustees shall not receive any salary for their services, but may receive reimbursement of actual expenses incurred solely for the performance of these services. Faculty or other employees who serve as Trustees may receive their employee salary, but they will not receive additional remuneration for Board service.

ARTICLE IV Officers

- 4.1 The Officers of the Board shall be a President, Vice-President, Secretary, and Treasurer.
- 4.2 Election and Term of Office: At the annual meeting, the Board shall elect the Officers of the Board who shall serve for one year, beginning July 1, following the annual meeting.
- 4.3 Removal: An Officer may be removed from office whenever, in the judgment of the Executive Committee or the Board, the interest of the School will be served thereby.
- 4.4 Resignation: An Officer may resign from his or her position with six weeks written notice to the Executive Committee.
- 4.5 Vacancies: Any vacancy in any office may be filled by a vote of the Board for the unexpired portion of the term.
- 4.6 President: The President shall be the chief executive officer of the Board, shall preside over all meetings of the Executive Committee and the Board, and may, at his or her discretion, sit on any Committee of the Board. The President shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. The President shall meet regularly with the School Administrator and College Chair. The President may appoint Ad Hoc Committees (5.2b) to serve the interests of the School. The Board may delegate other duties as needed for the functioning of the School.
- 4.7 Vice-President: The Vice-President shall perform the duties and exercise the powers of the President during the absence or disability of the President. The

Vice-President shall chair the Strategic and Long-Range Planning Committee. The Board may delegate other duties as needed for the functioning of the School.

- 4.8 Secretary: The Secretary shall attend all meetings of the Board and the Executive Committee and shall preserve in the books of the Board the true minutes of the proceedings of all such meetings. The Secretary shall chair the Trustees Committee. The Board may delegate other duties as needed for the functioning of the School.
- 4.9 Treasurer: The Treasurer shall keep abreast of all money and property of the School and provide financial updates to the Board as appropriate at the regular meetings. The Treasurer shall assure that the School arranges for a regular review of financial records by a CPA firm and a certified audit a least every three years. The Treasurer shall chair the Finance Committee. The Board may delegate other duties as needed for the functioning of the School.

ARTICLE V Committees

- 5.1 The committees of the Board shall either be Standing Committees that shall be permanent or Ad Hoc Committees established by the President, which shall be created to accomplish specific tasks and shall dissolve once those tasks are accomplished. While these Bylaws only mention the Bylaws Committee, Ad Hoc Committees may be established to address any need in the interest of the School. All Standing Committees shall include at least one Trustee and the opportunity for representation from the faculty.
- 5.2a Standing Committees: shall meet as appropriate to their responsibilities and shall keep the Board informed of their activities with regular reports at Board meetings. The College may, at its discretion, appoint one faculty member to any Standing Committee to serve for a minimum term of one year. If a mid-term replacement is needed, the College may replace a faculty member at its discretion. The non-Trustee chairs described in this section 5.2a are recommendations; the President may designate a different chair at his or her discretion. The standing committees serve at the discretion of the Board and the ambit of their decision-making is subject to Board of Executive Committee. The standing committees are as follows:

Executive Committee: shall be composed of five or more Trustees, including the Officers and at least one faculty Trustee. The Executive Committee shall have and exercise the authority of the Board in the management of the business of the School between meetings of the Board and shall report its actions every time at the next meeting of the Board. This committee shall be chaired by the President.

Finance Committee: shall be composed of at least the Treasurer (chair), another trustee, the Finance Manager, and the Administrator, and others as

deemed appropriate by the committee or President. It shall collaborate with the Finance Manager to prepare and oversee the annual budget, establish processes related to financial aid, and monitor spending to ensure fiscal integrity.

Development Committee: shall be composed of at least the Development Director (chair) and another Trustee and others deemed appropriate by the committee or President. It shall support efforts to raise funds for the current and future needs of the School and offer oversight to the development process.

Trustees Committee: shall be composed of the Secretary (chair) and another Trustee and others deemed appropriate by the committee or President. It shall, annually, propose a slate of Trustees and Officers to the Board, direct responsibility for cultivation of prospective trustees, and maintain an appropriate balance of skill sets of Trustees. The Trustee Committee shall review and make determinations about matters of conflict of interest (6.8).

5.2b Ad Hoc Committees:

Bylaws: shall revise and review these bylaws as and when necessary and make recommendations to the Board.

ARTICLE VI

Indemnification of Trustees, Officers, and Employees and Conflict of Interest

- 6.1 Indemnification of Trustees and Officers: The School shall indemnify any Trustee or Officer—who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than action by or in the right of the School), by reason of the fact that such person is or was acting in the capacity of Trustee or Officer of the School, or that such person is or was serving at the request of the School as a Trustee or Officer—against all judgments, fines, reasonable expenses, fees, (including attorney’s fees) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the School, and, with respect to any action or proceeding, has no reasonable cause to believe his or her conduct was unlawful. In such cases where an indemnitee accepts the indemnification of the School, the School shall have the sole authority to select and direct counsel, legal strategy, and decisions relating to settlement or other resolution. The termination of any action, suit or proceedings 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 he or she reasonably believed to be in, or not opposed to the best

interests of the School, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe his or her conduct was unlawful.

- 6.2 Authorization of Indemnification: Any indemnification under this Article (unless ordered by a court) shall be made by the School only as authorization in the specific case, upon a determination that indemnification of the Trustee or Officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. Such determination shall be made by (1) the Board of Trustees by a majority vote or a quorum consisting of trustees who are not parties to such action, suit or proceedings, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Trustees so directs, by independent legal counsel in written opinion.
- 6.3 Contract with the School: The provisions of this Article VI shall be deemed to be a contract between the corporation and each Trustee or Officer who serves in any capacity at any time while this Article VI is in effect, and any repeal or modification of this Article VI shall not affect any rights or obligations hereunder with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore brought or threatened based in whole or in part upon any such state of facts.
- 6.4 Indemnification of Employees and Agents: Persons who are not covered by the foregoing provisions of this Article VI and who are or were employees or agents of the School, or who are or were serving at the request of the School as employees may be indemnified to the extent authorized at any time or from time to time by the Board of Trustees, subject to the same standard of conduct set forth in Sections 6.1 of this Article and whose indemnified actions or omissions were performed within the reasonable scope of their employment or agency; provided, however, that to the extent that such employee or agent has been successful, on the merits or otherwise, in defense of any action, suit or proceeding to which he or she was made a party by reason of the fact that he or she is or was an employee acting in the above described capacity, or in the defense of any claim, issue or matter therein, the School shall indemnify such employee or agent against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.
- 6.5 Payment of Expenses in Advance: Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the School in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Trustee, Officer, or employee, to repay such amount, unless it shall ultimately be determined that such Trustee, Officer, or employee is entitled to be indemnified by the School authorized by this Article VI.
- 6.6 Insurance Against Liability: The School may purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, employee, or agent of the

School, or who is or was serving at the request of the School as a Trustee, Officer, director, or employee against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the School would have the power to indemnify such person against liability under the provisions of these bylaws.

- 6.7 Other Rights of Indemnification: The indemnification provided or permitted by this Article VI shall not be deemed exclusive of any other rights to which those indemnified may be entitled by law or otherwise, and shall continue as to a person who has ceased to be a Trustee, Officer, employee, or agent and shall inure to the benefit of heirs, executors, and administrators of such person.
- 6.8 Conflict of Interest: Trustees, Officers, faculty, and other employees of the School have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the School. They should avoid placing themselves in positions in which their personal interests are or may be, in conflict with the interests of the School. Where a potential conflict of interest exists, it shall be the responsibility of the person involved, or any other person with knowledge, to notify the Chair of the Trustees Committee or the Board President of the circumstances resulting in the potential conflict so the Trustee Committee can provide such guidance and take such action as it shall deem appropriate

ARTICLE VII

Checks, Deposits and Funds

- 7.1 Checks, Drafts, Etc.: All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such Officers, employees, or agents of the School and in such a manner as shall be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Administrator (or Administrator's designee) and one member of the Executive Committee.
- 7.2 Contracts: The Board may authorize any Trustees, employees, or agents of the School, in addition to the President, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.
- 7.3 Deposits: All funds of the School shall be deposited to the credit of the School in such banks, trust companies, or other depositories as the Board may select.

ARTICLE VIII
Books and Records

- 8.1 Books and Records: The School shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and shall direct all committees having any authority of the Board. The School shall keep at the registered or principle office, a record giving the names and addresses of Trustees entitled to vote.

ARTICLE IX
Fiscal Year

- 9.1 The fiscal year of the School shall commence on July 1 and end on June 30.

ARTICLE X
Prohibitions

- 10.1 Prohibition Against Sharing in School Earnings: No Trustee, Officer, employee, or person connected with the School, or any private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the School, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the School effecting any of its purposes as shall be fixed by the Board or their designee, or the payment of compensation as described in Article 3, section 9, insofar as any payment does not violate section 4 of this Article. Nor shall this prohibition prevent the Board to assign or grant scholarships, grants-in-aid, or similar assistance to any individual for the following purpose:
- a. Reduction of the fee for an activity organized by the School for individuals on the basis of need according to guidelines to be issued by the Board in conformity with the Articles of Incorporation of the School.
 - b. Payment of fees to a bona fide institution of learning for the purpose of enrolling in certain of its courses or programs an individual who, in the opinion of the Board, is thereby enabled to render valuable service to the School.
 - c. Payment of expenses for participation in meetings, conferences, etc. for an individual who, in the opinion of the Board, is enabled by such participation to render more valuable service to the School.
- 10.2 Prohibition Against Sharing in or Acquiring of Corporate Assets: No Trustee, Officer, employee, or person connected with the School or any other private individual shall receive at any time as his own any asset of this School. Payments to any person or firm for goods purchased for a reasonable price for the School or a reasonable compensation for services rendered to or for the School will be allowed.

- 10.3 Prohibition Against Sharing in the Proceeds of Dissolution: No Trustee, Officer, employee, or person connected with the School or any other private individual shall be entitled to share in the distribution of any corporate assets upon dissolution of the School. The assets of the School, after payment or making provisions for payment of all liabilities of the School, shall be disposed of exclusively for the purposes of the School in such manner, or to such organization or organizations operating exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), as the Board shall determine, thereby giving preference among said organizations to those whose activities are derived from the work of Rudolf Steiner (1861-1925). Any such assets not so disposed of shall be disposed of by the Court of the County in which the principal office of the School is then located, exclusively to such purposes or to such organizations as said court shall determine, which are organized and operated exclusively for such purposes.
- 10.4 Activities Prohibited by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended: Notwithstanding any other provision of these bylaws, neither this School nor any Officer, Trustee, employee or or person connected with the School, shall carry on any activity not permitted to be carried on (a) by a corporation exempt from the Federal income tax under section 501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code of 1954 ((or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE XI

Dissolution

- 11.1 The power to dissolve the Rudolf Steiner School Association of Ann Arbor lies with the Board. The proposal must be made by the Executive Committee and brought to the Board at a special meeting held exclusively for this purpose. The decision shall be made by consensus of the full Board or by two-thirds affirmative vote of the full number of the Trustees.
- 11.2 Assets: Distribution of assets of the corporation after it has been dissolved shall be done in accordance with Article 10 Section 3 of these bylaws.

ARTICLE XII
Amendments to the Bylaws

- 12.1 These bylaws may be altered, amended or repealed by consensus of the full Board or by two-thirds affirmative vote of the full number of the Trustees at any regular meeting or at any special meeting, provided that at least five days written notice is provided. Any amendments to the bylaws will be voted on only after examination of any possible conflicts with the Articles of Incorporation.

ARTICLE XIII
Regular Review of the Bylaws

- 12.1 These bylaws should be reviewed, amended, and updated as needed on a regular schedule of review at least once every seven years.