

SECTION 16: BY-LAWS

BY-LAWS OF STAR ACADEMY

Article I General Provisions

- 1.1 **Charter**: The name of the Corporation shall be Star Academy.
- 1.2 **Purpose**: The purposes of the Corporation shall be set forth in the Charter granted by the Tennessee State Board of Educational and the Memphis City Schools system and as amended from time to time. The Charter is hereby made a part of these By-Laws, and the powers of the Academy and of its Board of Directors, and all matters concerning the conduct and regulation of the affairs of the Academy, shall be subject to such provisions in regard thereto, if any, as are set forth in the Charter. In the event of any inconsistency between the Charter and these By-Laws, the Charter shall be controlling. All references in these By-Laws to the Charter shall be construed to mean the Charter as from time to time amended.
- 1.3 **Location**: The principal office of the Academy shall be located in the building of the Academy, 3260 James Rd., Memphis, Tennessee 38128. The Directors may change the location of the principal office provided that no such change shall be effective until the appropriate certificates or other documents are filed with the Tennessee State Board of Education.
- 1.4 **Fiscal Year**: Except as from time to time otherwise determined by the Directors of the Academy, the fiscal year of the Learning Academy shall be the same as that of the Memphis City Schools District.
- 1.5 **Seal**. The common seal is, and until otherwise ordered and directed by the Board of Directors shall be an impression upon paper bearing the name of the Academy, the date '2003' and such other devise or inscription as the Board of Directors may determine.

Article II Board of Directors

- 2.1 **Powers**: The Board of Directors shall oversee the affairs of the Star Academy and shall exercise all of the powers of the Academy, except as otherwise provided by law, by the Charter, or by these By-Laws. The Board of Directors reserves to itself alone the power (i) to purchase or sell real property, (ii) to pledge, assign, create liens on or security interests in the real or personal property of the Academy, (iii) to establish or modify investment policies, (iv) to appoint or remove the School Director(s), and (vi) to delegate,

from time to time, powers to the Academy's Director(s) in accordance with these By-Laws except as otherwise provided by law or by the Charter.

- 2.2 **Number of Directors:** The Board of Directors at their annual meeting, which shall take place on the third Thursday of June shall fix the number of Board of Directors, which shall be neither less than ten nor no more then twenty individuals (excluding *ex-officio* and honorary members). The Board of Directors may include, but is not limited to a parent/guardian representative, interested members of the community, a faculty representative, and the Academy Principal The Academy Principal, the faculty representative, and the parent representative, respectively, shall serve as *ex-officio* members with out power to vote.
- 2.3 **Term of Office of Directors:** The term of office of a Director shall be three years. Each elected Director shall hold office until such time a Director dies, resigns, or is removed, becomes disqualification or until his or her successor is elected and qualified, Terms of office shall be staggered and each group shall be as nearly equal in number as possible. A Director may serve for two consecutive terms and shall be eligible for re-election to the Board after a one-year hiatus or at the pleasure of the Board, if longer terms are desired. The term of office of the Academy's Director(s) as a Director shall correspond with his or her tenure in that position. The term of office of the faculty representative as a Director shall be two years. The term of office of the parent representative shall be two years.
- 2.4 **Election of Directors:** Directors shall be elected by the Board of Directors at any meeting of the Board of Directors. A Director(s) elected to fill an unexpired term shall have tenure only to the end of such term.
- 2.5 **Resignation and Removal:** Any Director may resign by delivering a written resignation to the President or the Clerk or to the Academy at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate the election of new Directors, the Academy formally encourages Directors intending to resign or to decline nomination to provide notice of without cause by an affirmative vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Directors. Any Director may be removed from office by an affirmative vote of the Directors.
- 2.6 **Vacancies:** Any vacancy in the Board of Directors may be filled by vote of a majority of the Board of Directors then in office. The Board of Directors may exercise all their powers notwithstanding the existence of one or more vacancies on the Board vacancies in any office may be filled by the Board of Directors.

Article III
Meeting of the Directors

- 3.1 **Open Meeting Law**: All meetings of the Directors shall be conducted in accordance with Tennessee General Laws, as amended from time to time, or any successor statute. Except as otherwise permitted by the law, (i) no quorum of the Board of Directors shall meet in private for the purpose of deciding on or deliberating toward a decision on any matter and (ii) not executive session shall be held until (a) the Board of Directors shall have first convened in an open session for which notice shall have been given in accordance with law, (b) a majority of the Directors at such meeting shall have voted to go into executive session, (c) the vote of each Director shall have been recorded on a roll call vote and entered into the minutes, and (d) the President (or other person presiding over the meeting) shall have cited the purpose of the executive session and shall have stated whether or not the Board of Directors shall reconvene after the executive session. Executive sessions may be held only for purposes permitted by law.
- 3.2 **Regular and Special Meetings**: Regular meetings of the Board of Directors may be held at such times as the Board of Directors may determine, at least four times annually. Special meetings may be called by the President any time and shall be called by the clerk or his or her designee upon a written application of two or more voting members of the Board of Directors.
- 3.3 **Meetings Using Communications Equipment**: Unless otherwise provided by law of the Charter, Directors may participate in a meeting of the Board of Directors 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, and participation by such means shall constitute presence in person at a meeting.
- 3.4 **Annual Meeting**: The Directors shall meet annually in the month of June at the principal office of the Academy or at such place, within or without the state of Tennessee, and at such time as the Board of Directors shall determine, except that such date shall not be a legal holiday. If the annual meeting is not held in the specified month, the Directors may hold a special meeting in place thereof, and any business transacted or elections held at such meetings shall have the same force and effect as if transacted or held at the annual meeting. Notice of the annual meeting setting forth the date, time, and place of any such meeting shall be mailed to all Directors at the Directors' usual or last known business or home address not less than seven (7) days prior to the date of the annual meeting.
- 3.5 **Quorum**: A majority of the Directors then in office shall constitute a quorum, but a lesser number may, without further notice, adjourn the meeting to any other time. At any meeting of Directors at which a quorum is present, the vote of a majority of those Directors present shall decide any matter unless the Charter, these By-Laws, or any applicable law requires a different vote.

- 3.6 **Notice of Meetings:** Public notice of meetings shall be given as required by law. Notice of the date, time, and place of all regular and special meetings of the Directors shall be given to each Director by the Secretary or, in case of the death, absence, incapacity or refusal of the Secretary, by the officer or one of the Directors calling the meeting. Such notice shall be given to each Director in person, by mail, telephone, telegram, facsimile transmission, or electronic mail sent to such Director's usual or last known contact information at least 7 days in advance, unless shorter notice is adequate under the circumstances. Except as required by law, notice of any meeting of Directors need not be given: (i) to any Director who, either before or after the meeting, delivers a written waiver of notice, executed by the Director (or the Director's attorney thereunto authorized), which is filed with the records of the meeting; or (ii) to any Director who attends the meeting and who, either prior to the meeting or at its commencement, fails to protest the lack of such notice. Except as otherwise required by law, the Charter, or these By-Laws, a notice or waiver of notice need not specify the purpose of any regular or special meeting unless such purpose is (i) the amendment or real of any provision of the Charter or these By-Laws or (ii) the remove of a Director or an officer.

Article IV Officers of the Board

- 4.1 **Numbers and Qualifications:** The officers of the Academy shall be a President, Vice President, Treasurer, Secretary, and such other officer, if any, as the Board of Directors may determine. An individual may hold more than one office at the same time.
- 4.2 **Election and Tenure:** The President, Vice President, Treasurer, and Secretary shall be elected annually by the Board of Directors at the annual meeting. Other officers, if any, may be elected by the Board of Directors at any time. The fact that an individual is currently serving in any office shall not create any presumption that such individual shall be nominated for such office in any subsequent year. If the office of President, Vice President, Treasurer, or Secretary becomes vacant, the Directors shall elect a successor. If any other office becomes vacant, the Directors may elect a successor. Each such successor shall hold office for the unexpired term and, in the case of the President, Vice President, Treasurer, and Secretary, until a successor is chosen and qualified, or in each case, until the officer dies, resigns, is removed, or becomes disqualified.
- 4.3 **Resignation and Removal:** Any officer may resign by delivering a written resignation to the President of the Clerk or to the Academy at its principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. Any officer may be removed from office with or without cause by an affirmative vote of a majority of the Directors then in office. Any officer may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Directors.

- 4.4 **President and Vice President:** The Directors shall elect a President and Vice President of the Board of Directors. Except as otherwise provided by law, the Charter, or these By-Laws, the President and Vice-President shall hold office until the next annual meeting of the Directors or the special meeting held in lieu thereof, and thereafter until their respective successors are chosen and qualified, unless a shorter term is specified in the vote electing or appointing them. The fact that an individual is currently serving as President or Vice President shall not create any presumption that such individual shall be nominated for either such position in any subsequent year. The President shall preside at all meetings of the Board of Directors, except as the Directors otherwise determine. The President shall have such other duties and powers as the Board of Directors or Executive Committee shall determine. With the approval of the Executive Committee, the President shall appoint all Standing and Special Committees for any reason. The President may call meetings of the Executive Committee, and shall call such meetings at any time at the written request of two members of the Executive Committee. In the absence of the President, or if at any time the office President is vacant, the Vice President may discharge any or all of the duties of the President including the President's functions as a member and chair of the Executive Committee.
- 4.5 **Treasurer:** Subject to the direction and control of the Board of Directors, the Treasurer shall have general oversight of the financial affairs of the Academy, shall provide monthly reports to the Board of Directors on financial condition and affairs of the Academy, and shall oversee all filings required by the State of Tennessee, the Internal Revenue Service, and any other governmental agency. The Treasurer shall have such other powers and duties as are usually incident to that office and as may be vested in that office by these By-Laws or by the Directors.
- 4.6 **Secretary:** The Clerk shall record and maintain records of all proceedings of the Directors in a book or series of books kept for that purpose and shall give such notices of meetings of Directors as are required by the Charter, these By-Laws, or by law. The Clerk shall distribute to the members of the Board of Directors copies of any minutes of prior meetings for approval. The Clerk shall have such other powers and duties as are usually incident of that office and as may be vested in that office by these By-Laws or by the Directors. The Clerk shall be a resident of the State of Tennessee.
- 4.7 **Other Officers:** Other officers shall have such duties and powers as may be designated from time to time by the Directors.

Article V Committees

- 5.1 **Appointment and Duties:** The Board of Directors shall annually appoint such standing and special committees as the Board may deem proper and prescribe their membership, powers, and duties. The Board of Directors, or the President acting under the authority of the Board, may appoint such other boards and committees as the Board may deem necessary.
- 5.2 **Standing Committees:** Standing Committees of the Board may include but are not limited to the Executive Committee, the Operations Committee, the Human Resource Committee, and a Finance Committee. Each Committee shall hold office for one year and until a new committee is appointed.
- 5.3 **Executive Committee:** The Executive Committee shall consist of not less than four or more than eight Directors, and may include the President, Vice President, Treasurer, Corporate Secretary, and the CSLA Principal *ex-officio*. The President shall be the Chairman of the Executive Committee. A majority of the members of the Executive Committee shall have power to do all things deemed by them necessary for or conducive to the welfare of the Academy that are not delegate to other committees or officers nor contrary to the by-laws or votes of the Board of Directors, or any applicable law. Subject to the foregoing, the Executive Committee may exercise between the meetings of the Board of Directors all the powers of the Board of Directors except the election of Directors, the election of President, Vice President, Treasurer, the selection of Principal/School Leader, or the amending of the by-laws. The Executive Committee shall make reports of their doings to the Board of Directors.
- 5.4 **Academy Principal:** The Star Academy's Principal may be an *ex-officio* member of all Standing and Special Committees.

Article VI
Star Academy's Principal

- 6.1 **Selection:** The Star Academy's Principal ("Principal") shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors, who shall conduct an annual review of the Principal.
- 6.2 **Duties:** The Academy's Principal shall carry out the policies established by the Board of Directors and shall be directly responsible to the Board of Directors. The Principal shall have general management of the artistic, academic, and administrative operations of the Academy and shall prescribe and direct the course of study, the discipline to be observed, the assessment of student performance, and shall be responsible for all required reporting to the State of Tennessee. The Principal shall prepare an annual budget for submission to the Board. The Principal shall employ and discharge all personnel, prescribe their duties and terms of office, shall set their salaries within the minimum and maximum limits and terms of office, shall set their salaries within the minimum and maximum limits established by the Board of Directors, and shall conduct annual reviews of all personnel.

Article VII
Comprehension and Personal Liability

- 7.1 **Compensation:** No Director or Officer shall receive any compensation for services rendered as a Director or Officer. Notwithstanding the foregoing, any Director or Officer may receive reasonable compensation for services rendered as an employee or subcontractor of the Academy and any Director or Officer may, if authorized by the Director or the Board of Directors, be reimbursed for necessary expenses, including travel expenses, reasonably incurred by the Director or Officer may, if authorized by the Academy Director or the Board of Directors, be reimbursed for necessary expenses, including travel expenses, reasonably incurred by the Director or Officer in the performance of duties as a Director or Officer. Any Director must make full disclosure to other members of the Board of any compensation reviewed.

Article VIII
Miscellaneous Provisions

- 8.1 **Execution of Instruments:** All contracts, deeds, leases, bonds, notes, checks, drafts, and other instruments authorized to be executed by an Officer of the Academy on its behalf shall be signed by the Director or the Treasurer except as the Directors 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 Academy by the Director and the Treasurer, who may be one and the same person, shall be binding on the Academy in favor of a purchaser of other person relying in good faith on such instrument

notwithstanding any inconsistent provisions of the Charter, By-Laws, resolution or votes of the Academy.

- 8.2 Corporate Records:** The records of all meetings of the Board of Directors, the names and addresses of the Directors and Officers of the Academy, and the originals or attested copies of the Charter and the By-Laws of the Academy shall be kept in Tennessee at the principal office of the Academy or of the clerk, but such corporate records need not all be kept in the same office.
- 8.3 Guarantees and Suretyships:** The Academy shall make no contracts of guarantee or suretyship.

Article IX Amendments

These By-Laws may be altered, amended or repealed, or new By-Laws may be adopted, by an affirmative vote of a majority of Directors then in office, at any meeting of the Directors or special meeting of the Directors; provided, however, that notice shall be given in the notice of the meeting that an alteration, amendment or repeal of the By-Laws, or that new By-Laws may be adopted, will be proposed.

Article X Indemnification

- 10.1 Generally:** The Academy shall, to the extent legally permissible and only to the extent that the status of the Academy as exempt from federal income taxation under Section 501(c)(3) of the code is not affected thereby, indemnify each person who may serve or who has served at any time as a Director, Treasurer, Secretary, or other officer of the Academy, each person who may serve or has served at the request of the Academy, each person who may serve or who has served at the request of the Academy as a Director, 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 having served in such capacity (other than a proceeding voluntarily initiated by such person unless a majority of the full Board of Directors authorized the proceeding), provide, however, that no indemnification shall be provided to such Indemnified Officer shall have been finally adjudicated in any proceeding (3) to have breached the Indemnified Officer's duty of loyalty to the Academy, (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 Academy, (iii) to have engaged in intentional 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 Academy in the same manner as provided below for the authorization of indemnification. Any person who at the request of the Academy may serve or has served another organization or any employee benefit plan in one or more of the foregoing capacities and who in the best interests of such organization or in the best interests of the participation or beneficiaries of such employed benefit plan shall be deemed to have acted in such manner with respect to the Academy.

10.2 Advances: Repayment: Such indemnification may, to the extent authorized by the Board of Directors of the Academy, include payment by the Academy 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 or an undertaking by the Indemnified Officer to repay such payment if not entitled to indemnification under this Article which undertaking may be accepted without regard to the financial ability of such Indemnified Officer to make repayment.

10.3 Authorization: The payment of any indemnification or advance shall be conclusively deemed authorized by the Academy under this article, and each Director and officer of the Academy approving such payment shall be wholly protected if:

- (i) The payment has been approved or ratified (1) by a majority vote of the Directors who are not at time parties to the proceeding or (2) by a majority vote of a committee of two or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full Board (in which selection Directors who are parties may participate); or
- (ii) The action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Academy) appointed for the purpose by vote of the Directors 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 directors then in office; or
- (iii) The Directors have otherwise acted in accordance with the standard of conduct applied to Directors under the Tennessee statutes, as amended from time to time;
- (iv) A court having jurisdiction shall have approved the payment.

10.4 Heirs, Executors and Administrators: The indemnification provided hereunder shall inure to the benefit of the heirs, executors, and administrators of any Indemnified Officer entitled to indemnification hereunder.

- 10.5 Non-Exclusive Rights:** The right of indemnification provided hereunder shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which Academy employees' agents, Directors, officers and other persons may be entitled by contract or otherwise under law.
- 10.6 Adverse Amendments:** No amendment or repeal of the provisions of this Article which adversely affected the right of an Indemnified Officer under this Article shall apply to that Indemnified Officer with respect to the acts of 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.
- 10.7 Employees and Agents:** To the extent legally permissible and only to the extent that the status of the Academy as except from federal income taxation under Section 501(c)(3) of the code is not affected thereby, the Academy may indemnify any employee or agent of the Academy to the extent authorized by the Board of Directors by an affirmative vote of a majority of the Directors entitled to vote. The foregoing provisions of the Article shall apply to any indemnification of any employee or agent under this Article 10.7.

SECTION 17: ASSURANCE OF LIABILITY BY GOVERNING BODY

Personal Liability: The members, Directors, Officers of the Academy and Advisors to the Academy shall not be personally liable for any debt, liability, or obligation of the sponsors. All persons, corporations, or other entities extending credit to, contracting with, or having any claims against the sponsor may look only to the funds and property of the Academy for the payment of any such contract or claim, or for the payment of any debt, damages, judgments or decree, or any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the school.

SECTION 18: INSURANCE COVERAGE

The Academy will be insured under a standard commercial package policy. The key areas of coverage are as follows:

- **Property** – Coverage provided for buildings and personal property on a Blanket Basis, special Perils form, Agreed Value, Replacement Cost.
- **Comprehensive Business Income/Extra Expense** – Insures against loss of income (tuition and fees) due to a suspension of business when insured property has been damaged by a covered peril and Extra Expense which provides reimbursement for the necessary expenses incurred during the period of restoration of damaged property.
- **Boiler and Machinery** – Coverage for property against loss due to explosion or breakdown of pressure vessels, central air condition equipment or generators.

- **Crime** – Coverage for Blanket Employee Dishonesty which insures against loss of money and securities that is caused by an employee’s dishonest; and blanket Forgery/Alteration which insures against loss resulting from forgery of checks, drafts, notes, etc.
- **Commercial General Liability** – covers legal liability for Bodily Injury and Property Damage claims arising out of ownership, maintenance or use of premises.
- **Employee Benefits Liability** – Provides coverage for any act of negligence, error mistake or omission in the administration of employee benefits programs.
- **Sexual or Physical Abuse/Molestation Vicarious Liability** – Covers legal liability for damages arising out of any actual, alleged, attempted or proposed sexual or physical abuse or molestation of any person.
- **School Board and Directors (D&O) Liability** – Coverage for legal liability claims arising out of a “Wrongful Act” or an insured under the policy. Protects the school against claims made by employees arising out of wrongful termination, sexual harassment, discrimination, etc.
- **Umbrella** – Liability limits provided in excess of typical basis.

Contact Information of Policy Providers:

_____ Company
 Address: _____
 Contact: _____
 Address: _____

The CSLA absolutely assures that the Department of Education will be immediately and appropriately notified of, and presented with, any cancellations or changes in insurance policies or coverages related to the Academy.

SECTION 19: TRANSPORTATION FOR STUDENTS

A. Transportation Plan

Transportation will not be routinely provided to and from the school. Because of the extended day schedule, the Academy will begin earlier than schools in the area and end later. Services for transportation may be contracted with Memphis City Schools’ Transportation Services. The burden for transportation will continue to rest with the Memphis City Schools District and with parents of students of the Academy.

B. Eligible Students

Only students who meet the first selection criterion, residents in the geographical location of the Academy, will be eligible for participation in a very limited transportation program which may be provided by the sponsoring entity. Parents will be solely responsible for transporting students who reside in areas outside of the geographical boundaries of the Academy.

SECTION 20: FINANCING COMMITMENTS

By design, and as evidenced in the attached budget, The CSLA will have the cash and liquid assets requisite for the full operation of the Academy on an ongoing and sound financial basis. The balanced budget, predicated and based upon per pupil-related revenues and enrollment projections, does not require the ongoing contribution of funds, goods or services to remain in balance, beyond the start-up period prior to the commencement of CSLA operations. Therefore, it is not expected, nor proposed herein, that there will be a requirement for additional financing commitments from equity investors, debt sources or other sources of public revenue.