

ACE Preparatory Academy Charter School

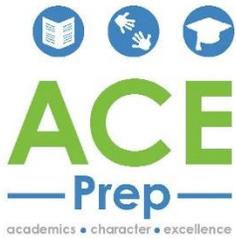
Board of Directors' Post-Meeting
Materials: 1.29.16



ACE
— **Prep** —

academics • character • excellence

For questions, please contact John Shertzer, ACE Prep Board Chair:
jshertzer@kiwanis.org



ACE Prep Board Meeting

January 27, 2016 ● 4:00 PM – 5:30 PM

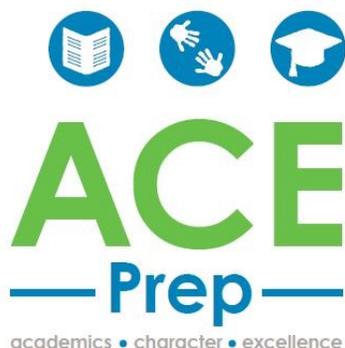
GOALS

1. Ground ourselves in the mission of ACE Prep – keep it front and center!
2. Solidify our commitment to service as a Governing Board of Directors.
3. Rally around a case statement, understanding its purpose and comfortable with its use.

Time	Item	Lead	Action	Materials
4:00	Welcome - Our Mission - Announcements/Good News! - Acknowledgement of guests	John		
4:08	Initial Business - Review of the monthly agenda - Approval of December minutes - Consent Agenda - Officer Appointment	John	Vote Vote	- January agenda - December packet
4:13	Carry-Over Business - none	John		
4:13	Board Chair Report	John	Discussion	
4:17	Head of School Report	Anna	Discussion	- Management Report
4:22	Action Items - Terms of Lease - Bylaws - Commitment Form - Onboarding Process 2.1.1	John		- First Amendment - Recommendation G7 - Recommendation G8 - Recommendation G9
4:28	Committee Reports - Governance Committee - Finance Committee - Academic Achievement Committee - Fund Development Committee	Chasity Andrea Curt Roderick		- GC Report & Dashboard - Jan Financial Statements - AAC Report & Dashboard - FDC Report
4:50	Board Development - Fund Development: <i>Making the Case for our Case Statement</i>	Roderick Elana Mark	Training & Discussion	- Case Statement draft
5:10	Discussion Items - Governance vs Management	John		
5:25	Questions & Closing Thoughts	John		
5:29	Executive Session	John		
5:30	Adjournment	John		

AGENDA

Through rigorous academics, positive character development, and excellence in everything we do, ACE Preparatory Academy Charter School educates all Kindergarten through Grade 5 students for school success and lives of opportunity.



MINUTES ACE Preparatory Academy

January 27, 2016

4:00 – 5:30

Speakeasy

Present:

Board Members: Anne Eaton, Amy Marsh, Andrea McGordon, John Shertzer, Mark Shreve, Elana Thompson, Chasity Thompson, Roderick Wheeler

Ex-officio Members: Anna Shults

Guests: Lora Hoover

Not Present:

Board Members: Curt Merlau

Welcome (John Shertzer, Board Chair):

The January 2016 Board Meeting was called to order at 4:05 pm.

- The Board observed a moment of silence in support of the educational community following the passing of two educational leaders.
- Members shared personal announcements and Good News.
- The ACE Prep Mission was read by John Shertzer (*with gusto*).
- The Board Chair recognized that a quorum was present to conduct business.
- The January 2016 Agenda was approved. The motion was made by Anne Eaton, seconded by Chasity Thompson. No discussion, MPVV (Motion Passed by Voice Vote).
- Minutes from the December 2015 Board Meeting were approved with no pending edits.
- Mark Shreve was appointed to fulfill the remaining term as Secretary. The motion was made by Amy Marsh, seconded by Elana Thompson. No discussion, MPVV.

Carry-Over Business:

None

Board Chair Report (John Shertzer, Board Chair):

- John Shertzer has been networking with other charter school Board chairs. As the first day of school draws near – August 1, 2016 – he is working to ensure it is a smooth transition and time of celebration.
- Board members are encouraged to serve as ambassadors and share their energy and support of ACE Prep via social media channels on a weekly basis.
- John Shertzer reminded us of the annual Board Retreat and took a survey of scheduling preferences.

- John Shertzter will begin taking a lead role in forming the monthly Board meeting agendas. He advised all committee chairs to include him on committee meeting minutes.

Head of School Report (Anna Shults, School Founder):

- Meisha Wide has been hired as Community Outreach Coordinator for ACE Prep, a member of the school's leadership team. The position is currently part-time, but may expand to full-time as growth permits. The main priority for the Community Outreach Coordinator is to build enrollments for the inaugural year.
- An event calendar will be distributed each month with outreach and recruitment events planned (and attended) by ACE Prep staff. Board members are encouraged to participate at events throughout the year.
- We are ahead of our initial enrollment targets with nearly 30 "intent to enroll" forms completed. She has met with 9 families to date to convert interest to enrollment.
- A tour of the school construction site with Board members can be arranged at any time.

Action Items (John Shertzter, Board Chair):

- Terms of Lease: Charter School Support Services (CSSS) produced a First Amendment to the building lease brought forth by IFF and LISC, requiring 5% equity be paid by ACE Prep on the \$3 million facility loan. The motion to approve the amendment was made by Roderick Wheeler, seconded by Chasity Thompson. No discussion, MPVV.
- Bylaws: The governance committee presented Recommendation G7, "Approval of revised organization bylaws to account for use of legal name where appropriate throughout to align with Articles of Incorporation." MPVV.
- Commitment Form: The governance committee presented Recommendation G8, "Approval of Board Member Commitment Agreement." All members present signed the Board Member Commitment Agreement with one amendment to point #4: "I will give what is for me a significant **monetary** donation as well as participate in at least one (1) fundraising activity each fiscal year." MPVV.
- Onboarding Process 2.11: The governance committee presented Recommendation G9, "Revise ACE Prep Board Policy 2.11, Board Election Procedures." MPVV.

Committee Reports

Governance Committee (Chasity Thompson, Committee Chair):

Highlights from the committee report included:

- A review of the schedule for future Board meetings, committee meetings, and deadlines for submitting reports.
- The presentation of a New Committee Member Onboarding checklist to welcome participation on committees from non-Board members. Erica Garnett is the first to participate in this manner.
- The committee will review and potentially offer revisions to the bylaws for how to handle Board officers who leave their position prior to end of their term.

- A review of Recommendations G7, G8, and G9 that were approved for Board vote.

Finance Committee (Andrea McGordon and Roderick Wheeler):

Highlights from the committee report included:

- A review of ACE Prep financial statements, including recognition of a favorable balance. Andrea McGordon reported the financial data appears strong and ACE Prep is in “very good shape.”
- A discussion of news reports of fiscal impropriety by another local charter school. Andrea McGordon reminded the Board members that ACE Prep has been operating in a fiscally responsible manner, but encouraged them to remain vigilant in oversight.

Academic Achievement Committee (Amy Marsh, Committee Member):

Highlights from the committee report included:

- An overview of the Academic Achievement Dashboards. The main focus is to monitor progress on student enrollments, but the Academic Achievement Committee will monitor academic metrics when school begins.
- A notice that the Academic Achievement Committee is searching for additional committee members to add to their efforts in the future.

Fund Development Committee (Roderick Wheeler, Committee Chair):

Highlights from the committee report included:

- A thanks to Board members for 100% giving participation in 2015! Future gifts will be made on a fiscal year giving schedule, but we were able to make an end-of-calendar year appeal to Board members.
- A review of a gift acknowledgement letter that serves as a thank you to our financial supporters and tax receipt of their gift.
- Lora Hoover presented the ACE Prep Case Statement that will assist in fund development from individuals, corporations, and grant-makers. This Case will serve as the foundation for messaging and growth activities such as student recruitment, fund development, volunteer recruitment, and the formation of community partnerships. Elana Thompson and Roderick Wheeler led a Board Development exercise on how to use the Case Statement and discuss ACE Prep differentiators.

Adjournment

The meeting was adjourned at 5:30 pm.

Next meeting: February 24, 2016.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made effective as of the 30th day of December, 2015, by and between BES-Indy LLC, an Indiana limited liability company ("Lessor"), and ACE Preparatory, Inc., an Indiana nonprofit corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Agreement dated July 29, 2015 (the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease to reflect corrections and other changes to the Lease;

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the parties, Lessor and Lessee hereby enter into this Amendment.

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein.

2. Amendment of References to Lessee's Name. All references to Lessee in the Lease as "ACE Preparatory Academy Inc." or "ACE Preparatory Academey Inc." shall be hereby amended to reflect Lessee's correct legal name: "ACE Preparatory, Inc."

3. Amendment to Section 1.5. Section 1.5 is hereby amended to read in its entirety as follows: "**Loan.** Lessor and Lessee acknowledge that Lessor has obtained a loan (the "Loan" or "Loan Agreement") in the approximate amount of \$3.00M (Three Million Dollars) from a participation of two established non-profit lenders (the "Lenders")."

4. Amendment to Section 4.7. Section 4.7 is hereby amended to read in its entirety as follows: "**Lessee Paid Improvements.** Lessee will provide funding for the improvements described in **Exhibit H** in an amount equal to 5% (five percent) of the Loan amount. This funding is due and payable by Lessee to Lessor in cash (or other means acceptable to Lessor and the Lenders) upon each Loan draw commencing on and after December 31, 2015. An amount equal to 5% of each Loan draw will be invoiced to Lessee by Lessor and is due upon receipt of the invoice by Lessee."

5. Determination of Base Rent. Attached hereto as **Exhibit C** is a Pro-Forma Schedule of Rents, which is hereby incorporated as **Exhibit C** to the Lease. A revised Base Rent schedule will be determined upon substantial completion of construction on the Property that is being funded by the Loan. Upon substantial completion of such construction, the Lessor will provide to Lessee a revised Base Rent schedule, which shall amend, and be incorporated as, **Exhibit C** to the Lease. Notwithstanding the schedule contained in **Exhibit C**, Lessor may

invoice Lessee on a monthly basis any (a) Base Rent amounts that are due and payable per Section 1.4 of the Lease or (b) other Rent amounts due and payable pursuant to the Lease.

6. Definitions. Except as otherwise provided herein, the capitalized terms used in this Amendment shall have the definitions set forth in the Lease.

7. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

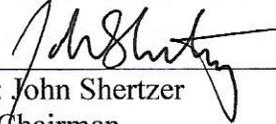
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first written above.

BES-Indy LLC

By: Charter School Support Services, Inc.,
Its Sole Member and Manager

By: _____
Name: David Feinberg
Title: President & CEO

ACE Preparatory, Inc.

By:  _____
Name: John Shertzer
Title: Chairman

36273.000

OFFICER'S CERTIFICATE

This Certificate is being furnished by ACE Preparatory, Inc. ("Tenant") to Local Initiatives Support Corporation ("LISC") and IFF in connection with (a) a certain Guaranty Agreement dated December 30, 2015, provided to LISC by Tenant, and (b) a certain Unconditional Guaranty of ACE Preparatory, Inc. dated December 30, 2015, provided to IFF by Tenant.

The undersigned certifies that:

- (a) attached as **Exhibit A** are a true, correct and complete copy of Tenant's bylaws as in effect on the date of this Certificate (the "Bylaws");
- (b) attached as **Exhibit B** are a true, correct and complete copy the First Amendment to Lease Agreement (the "First Amendment") as in effect on the date of this Certificate;
- (c) attached as **Exhibit C** is a true, correct and complete copy of resolutions authorizing and approving the Bylaws and the First Amendment, which were duly adopted at a meeting of Tenant's Board of Directors, on January 27, 2016; such resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date of this Certificate; and
- (d) the following named individual has been duly elected or appointed and is now fulfilling the office of Tenant set forth after his or her name, with all the powers attached thereto; the signatures after his or her name is the genuine signature of such individual:

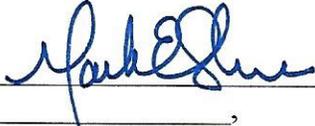
<u>Name</u>	<u>Office/Position</u>	<u>Signature</u>
John Shertzer	Chairman	 _____
Dated: January 27, 2016		 _____ the Secretary of ACE Preparatory, Inc.

EXHIBIT C

CORPORATE RESOLUTIONS

1. The following is a true and correct copy of the resolutions adopted at a duly called meeting of the Board of Directors of this Corporation at which meeting a quorum of the Board of Directors was present and voting throughout on January 27, 2016, pursuant to the nonprofit corporation laws of the State of Indiana:

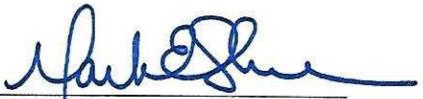
RESOLVED, that the amended Bylaws in the form presented to the Directors are hereby authorized and approved.

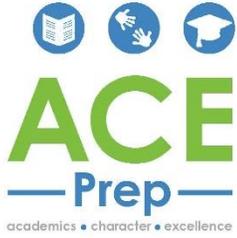
FURTHER RESOLVED, that the First Amendment to Lease Agreement (the "First Amendment") in the form presented to the Directors is hereby authorized and approved and the Chairman is hereby authorized to execute and deliver a copy of the First Amendment to BES-Indy, LLC.

2. The foregoing resolutions were enacted in accordance with the Articles of Incorporation and Bylaws of this Corporation and the laws of the State of Indiana; the Board of Directors of this Corporation has full power and authority to bind this Corporation pursuant to the foregoing resolutions; and the foregoing resolutions are in full force and effect and have not been altered, modified or rescinded.

IN WITNESS WHEREOF, I have affixed my name as Secretary of this Corporation, and have affixed the corporate seal of this Corporation, this 27th day of January, 2016.

[CORPORATE SEAL]


Name: _____
Secretary



ACE Prep Board of Directors OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Governance Committee

Members:

- Chasity Thompson, Chair
- John Shertzer
- Anne Eaton
- Erica Garnett

Recommendation G7: [Approval of revised organization bylaws to account for use of legal name where appropriate throughout to align with Articles of Incorporation.](#)

Background:

ACE Prep's Board of Directors approved drafted bylaws in February 2015, prior to being a governing body, and then made a formal recommendation for approval in June 2015 at the first governing meeting post authorization. The organization has been operating under these bylaws ever since and is proposing no content changes at this time.

At the request of legal counsel, ACE Prep's bylaws have been updated to align with our legal name where appropriate throughout, ACE Preparatory, Inc, and as stated on the organization's Articles of Incorporation. This recommendation is one of ensuring consistency.

Options (if appropriate):

NA

Recommendation:

(Any supporting documents, such as a contract or proposal, must be referred to in the recommendation below and inserted into this documents as subsequent pages.)

The Governance Committee hereby recommends ACE Preparatory Academy Charter School Board of Directors to approve the revision of organization bylaws to account for use of legal name where appropriate throughout to align with Articles of Incorporation. Attached are the previously approved bylaws with the proposed updates.

Effective Date: January 28, 2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF REVISED ORGANIZATION BYLAWS TO ACCONT FOR USE OF LEGAL NAME WHERE APPROPRIATE THROUGHOUT TO ALIGN WITH ARTICLES OF INCORPORATION.

RESOLVED, that once approved, said the corresponding Bylaws become part of the official record and documents of this corporation.

RESOLVED AND APPROVED:



Name

Chair

Title, ACE Prep Board of Directors

1/27/16

Date

BYLAWS OF
ACE PREPARATORY, ~~ACADEMY~~ INC.

1. General

- 1.1. Name. The name of the corporation is ACE Preparatory, ~~Academy~~ Inc. (the “Corporation” or “ACE Prep”).
- 1.2. Initial Registered Office and Initial Registered Agent. The post office address of the Corporation’s initial registered office is 12625 Chancery Lane, Fishers, Indiana, 46037. The initial registered agent is Anna Shults. ACE Preparatory ~~Academy Charter School~~ (“ACE Prep”) may also have offices at such other places as the Board of Directors (Board) shall determine the business of ACE Prep requires; provided, however, that the registered office be registered with the Secretary of State of Indiana and the agent so registered be located at the same address, or otherwise provided by the Board of Directors.
- 1.3. The purposes for which ACE Prep is organized is to educate students in Kindergarten through Grade 5 through the operation of ACE Preparatory Academy Charter School (“ACE Prep Charter School”), preparing them for school success and lives of opportunity through rigorous academics, positive character development, and excellence.
- 1.4. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in the succeeding year.
- 1.5. Tax Status. Notwithstanding any other provision of these Bylaws, the ~~corporation~~ Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or (2) by a corporation, contributions to which are deductible under 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
- 1.6. Dissolution. In the event of dissolution, all remaining assets, after all debts and liabilities are satisfied, shall be used for educational purposes and be distributed to a qualifying 501(c)(3) organization. Any remaining funds received from the Indiana Department of Education shall be returned to the Department not more than thirty (30) days after dissolution.

2. Board of Directors

2.1. Directors.

- 2.1.1. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation (the “Articles”) and these Bylaws. The Board of Directors shall consist of at least seven (7) and not more than fifteen (15) members. All members of the Board of Directors shall be residents of the State of Indiana, and at least sixty percent (60%) of the members of the Board of Directors shall be residents of the Indiana counties where current students at the charter school reside.
- 2.1.2. At a regular meeting of the Board of Directors immediately preceding the expiration of the term of any director, or at a special meeting, the Board of Directors shall elect a new director whose term will expire, or has expired, and each such new director shall serve for a term of three (3) years, or such other period as prescribed by the directors at the time of such election, and until his or her successor is elected and qualified. A director may serve no more than two (2) consecutive terms. Directors shall serve staggered terms to balance continuity with new perspective.
- 2.1.3. Following the expiration of a director’s final term, at least one (1) year must elapse before he or she may again be elected to the Board of Directors.
- 2.1.4. The initial Board of Directors will serve staggered terms. The initial Board shall consist of at least two Directors who will serve a one-year term (ending in Spring 2016), at least two Directors who will serve a two-year term (ending in spring 2017), and at least two Directors who will serve a three-year term (ending in Spring 2018).

3. Meetings

- 3.1. Regular Meetings. The Board of Directors shall hold regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors.
- 3.2. Annual Meeting. The annual meeting of the Board of Directors shall occur in the last quarter of the fiscal year. There shall be at least ten (10) other regular meetings of the Board held each year. Notice shall be given to each Director thirty (30) days prior to the date of every regular meeting of the Board.

- 3.3. Special Meetings. Notwithstanding the preceding Section 3.1, the Board of Directors may hold special meetings for any lawful purpose upon not less than forty-eight (48) hours notice (excluding Saturdays, Sundays, and legal holidays), as described in Section 3.6. Special meetings may be called by the Chair of the Board or by two (2) or more members of the Board of Directors. A special meeting shall be held within the State of Indiana and the notice of the meeting shall specify the date, time, and place.
- 3.4. Quorum and Approval of Actions. A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws, the approval of a quorum shall be deemed an act of the Board of Directors.
- 3.5. Emergency Meetings. In the event of an emergency, including but not limited to (1) an act of god; or (2) serious danger or threat to students and/or staff, a special meetings may be called with little or no notice. Any actions taken by the Board will be treated as if taken at a regularly noticed meeting. A quorum must be present to initiate a vote.
- 3.6. Compliance with Indiana Open Door Law. Notwithstanding any other provisions of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code (“IC”) section 5-14-1.5, et seq.), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board of Directors.
- 3.7. Notice of Special Meetings. Written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Board, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least forty-eight (48) hours before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting. Written, electronic, or telefaxed notice, where applicable, shall be effective at the earliest of the following:
- 3.7.1. When received;
- 3.7.2. Five (5) days after notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current of records of the Corporation; or

- 3.7.3. On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by, or on behalf of, the addressee.
- 3.8. Waiver of Notice. Notice of a meeting may be waived in writing if signed by the director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director, at the beginning of the meeting or promptly upon the director's arrival, objects to holding the meeting and does not vote for or assent to any action taken at the meeting.
- 3.9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if written consent describing such action is signed by each director or committee member and if such written consent is included in the minutes or filed with the Corporation's records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee member signs the consent and the Board of Directors ratifies the action taken in a subsequent meeting held pursuant to the Indiana Open Door Law, unless the consent specifies a prior or subsequent effective date. A consent signed as described herein shall have the same effect as if approved at a meeting and may be described as such in any document.
- 3.10. Resignation, Removal, and Vacancies.
- 3.10.1. Any director may resign at any given time by giving written notice of such resignation to the Board of Directors, the Chair, or the Secretary. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective.
- 3.10.2. Any director may be removed for a cause by a majority of the directors then in office. Cause shall include, but shall not be limited to:
- 3.10.2.1. Violations of applicable law, including (but not limited to):
- 3.10.2.1.1. Violations of the Indiana Charter School Law;
- 3.10.2.1.2. Violations of Indiana or federal laws; or
- 3.10.2.1.3. Any actions that would jeopardize the tax-exempt status of the Corporation or would subject it to sanctions under the Internal Revenue

Service Code of 1986, is amended, or corresponding provisions of any subsequent federal tax laws (the “Code”).

3.10.2.2. Breach of fiduciary duty, including (but not limited to) a violation of the applicable standard of care under the Articles, these Bylaws, or applicable law.

3.10.2.3. Breach of any governing document relating to the Corporation, including (but not limited to) the Articles, these Bylaws, and the Charter Agreement.

3.10.2.4. Inadequate attendance at meetings of the Board of Directors, defined as absence from three (3) consecutive meetings or from at least fifty (50%) of such meetings within one (1) calendar year.

3.10.3. Any vacancy occurring in the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by two-thirds (2/3) vote of the seated Directors. A Director elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

3.11. Members of the Board of Directors.

(A) Shall receive no payment of honoraria, excepting reimbursement for expenses incurred in performance of voluntary ACE Prep activities in accordance with ACE Prep Charter School Policies.

(B) Shall serve ~~as~~ the ACE Prep Charter School with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the ACE Prep Charter School.

(C) All participants in Board work are bound by the Code of Conduct and Conflict of Interest statements.

(D) Shall have no direct or indirect financial interest in the assets or leases of the ACE Prep Charter School; any Director who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the ACE Prep Charter School shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

4. Officers

4.1. In General.

4.1.1. There shall be four (4) elective Officers of the Board: a Chair, a Vice Chair, a Secretary, and a Treasurer.

4.1.2. The Governance Committee shall present a slate of officers to the Board of Directors. The nominated Officers shall be drawn from among the members of the Board of Directors. The election of Officers shall be held at the annual meeting of the Board.

4.1.3. The newly elected Officers shall take office on July 1 following the close of the meeting at which they are elected and the term of office shall be one year, or until respective successors assume office. A Director may serve more than one (1) term in the same office, but not more than three consecutive terms in the same office.

4.2. Chair. The Chair shall preside at all meetings of the Board of Directors and shall be responsible for implementing policies established by the Board of Directors. The Chair shall perform such other duties as the Board of Directors may prescribe.

4.3. Vice Chair. The Vice Chair shall assist the Chair and shall preside in place of the Chair at meetings when the Chair is absent. The Vice Chair shall assume the duties of the Chair when the Chair's office is vacant. The Vice Chair shall perform other duties as the Board of Directors or the Chair may prescribe.

4.4. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and maintain a record of the minutes of all meetings of the Board of Directors. The Secretary shall send meeting notices and any other correspondence on behalf of the Corporation, where applicable. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

4.5. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall maintain any checks distributed to the Corporation and shall be responsible for drafting checks, where applicable, and until such time that the Corporation appoints another individual to oversee these duties. The Treasurer shall collect any revenue for the Corporation, where applicable, and deposit such revenue in the Corporation's

designated financial account(s), until such time that the Corporation appoints another individual to oversee these duties. The Treasurer shall finish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors of the Chair may prescribe.

4.6. Other Officers. In the event that the office of the Chair becomes vacant, the vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of the Vice-Chair or Secretary-Treasurer becomes vacant, the Chair will appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

5. Committees

5.1. In General.

5.1.1. A Board resolution shall appoint committees or task forces of the Board, except the Governance Committee. Committees may be composed of Directors or community members, or both. The Board may prescribe the need and/or the composition of such committees.

5.1.2. There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board of Directors at its annual meeting. Each committee members shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

5.1.3. The duties of the Governance Committee shall be:

(A) to study the qualifications of candidates and present a slate of the best qualified as nominees for the vacant Director positions to the Board;

(B) to present a slate of nominees for Officers to the Board for election at the annual meeting;

(C) to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process;

(D) to provide ongoing orientation to Directors;

(E) to oversee a Director assessment process to ensure optimum performance;
and

(F) to recommend the appointment of a past Chair to the Board, if necessary, in the interests of the community.

6. Indemnification

6.1. Indemnification by the Corporation. ACE Preparatory Academy may, to the fullest extent now or hereinafter permitted by law, indemnify against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or interstate was a Director, Officer, employee or agent of ACE Preparatory Academy. There shall be no indemnification in relation to matters as to which the Board finds that the employee, Officer, Trustee, or agent acted in bad faith or engaged in willful misconduct in the performance of a duty to ACE Preparatory Academy.

7. Contracts, Checks, Loans, Deposits, and Gifts

7.1. Contracts. The Board of Directors may authorize one or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

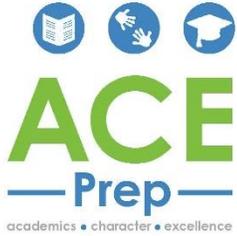
7.2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

7.3. Loans. Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

7.4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank(s) or depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

7.5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

8. Rules of Order. In case of conflict or challenge, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of ACE Preparatory Academy.
9. Amendments. These Bylaws may be amended at a regular meetings by a two-thirds vote of all Directors then in office; provided that notice of the proposed amendment, together with a copy hereof, is mailed to each Board member at least fifteen (15) days prior to the meeting at which the amendment is to be considered.



ACE Prep Board of Directors OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Governance Committee

Members:

- Chasity Thompson, Chair
- John Shertzer
- Anne Eaton
- Erica Garnett

Recommendation G8: [Approval of Board Member Commitment Agreement](#)**Background:**

The Governance Committee is recommending a new agreement form that will be used to ensure that all board members, especially those new to the organization, have a shared agreement on expectations and responsibilities. This agreement would be signed by any new board member, and then signed again annually by all board members. The Board Secretary will be responsible for maintenance of these records.

Options:

None

Recommendation:

The Governance Committee hereby recommends ACE Preparatory Academy Charter School Board of Directors to approve the ACE Preparatory Academy Board Member Commitment Agreement, shown as attached.

Effective Date: January 28, 2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF BOARD MEMBER COMMITMENT AGREEMENT

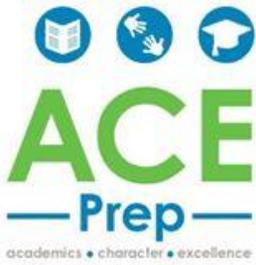
RESOLVED, that once approved, the corresponding proposal becomes part of the official record and documents of this corporation.

RESOLVED AND APPROVED:

J. Shultz
Name

Chair
Title, ACE Prep Board of Directors

1/27/16
Date



ACE Preparatory Academy BOARD MEMBER COMMITMENT AGREEMENT

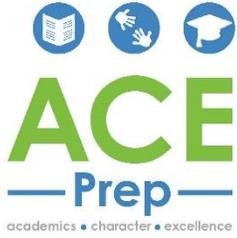
As a Board Member of ACE Preparatory Academy, I understand that my duties and responsibilities include the following:

1. **Fiscal oversight.** I am fiscally responsible, with the other board members, for this organization. It is my duty to be active in not only approving and monitoring the organizational budget, but also in fundraising to meet that budget.
2. **Legal duty.** I am legally responsible, along with the other board members, for this organization. I understand that I protect myself from liability by acting "in good faith" by attending meetings regularly and actively providing responsible oversight of the academy including familiarizing myself with bylaws and other academy documents and information. I understand that I owe a duty of loyalty, care and obedience to my board responsibility.
3. **Ethical behavior.** I am ethically responsible for the health and well-being of this organization. As a member of the board, I have pledged myself to help realize the mission, which is *through rigorous academics, positive character development, and excellence in everything we do, ACE Preparatory Academy Charter School educates all Kindergarten through Grade 5 students for school success and lives of opportunity.*
4. **Development participation.** I will give what is for me a significant donation as well as participate in at least one (1) fundraising activity annually.
5. **Committee commitment.** I will be active in at least one (1) committee. Additionally, I will serve as an academy liaison if called upon.
6. **Meeting attendance and commitment.** I will attend a minimum of 50% of the board meetings every year, miss not more than three (3) consecutive meetings, and be available for committee meetings. I understand that commitment to this board will involve a commitment of time that is probably not less than eight (8) hours per month.
7. **Mid-term resignation.** Barring unforeseen exigencies, should I find myself unable to complete either 1) the term of my board participation, and/or 2) my role as an Officer or committee Chairperson, I will endeavor to provide to the Chairman of the Board at least 30 days notice prior to the next regularly scheduled board meeting.
8. **Conflict of Interest.** I will scrupulously avoid any conflict of interest between the interests of ACE Preparatory Academy, and my personal, professional and business interests. I understand that the purposes of this policy are to protect the integrity of the decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputation of volunteers, staff, and board members. I will disclose any potential conflict of interest to the full board and understand that after disclosure I may be asked to

leave the room for the discussion and will not be permitted to vote on the question pertaining to the conflict.

9. **Confidentiality**. I understand that in performing my duties as a volunteer that I may encounter information that is sensitive and confidential in nature. I agree to hold all such information in strict confidence and not disclose to any other party without the prior written consent of the Chair of the Board and the Head of School.
10. I find all the above reasonable for the operation of the Board of Directors and acceptable to me as a Board member. I understand that if I fail to act in good faith with the above requirements that I must resign, the Chair may ask me to resign, or the Board may vote to remove me.

Signature and Date



ACE Prep Board of Directors OFFICIAL RECOMMENDATION

ACE Preparatory Academy Charter School

Governance Committee

Members:

- Chasity Thompson, Chair
- John Shertzer
- Anne Eaton
- Erica Garnett

Recommendation G9: [Revise ACE Prep Board Policy 2.11, Board Election Procedures](#)

Background:

The board has solidified, in practice, a procedure for recruiting, inviting, and approving new board members. This needs to be reflected in policy.

Options:

None

Recommendation:

The Governance Committee hereby recommends ACE Preparatory Academy Charter School Board of Directors to approve changes to board policy 2.11 as indicated below (additions indicated by **bolded underline**; deletions indicated by ~~strike through~~):

2.11 Board Election Procedures

Before election to the Board, a candidate must: (1) Submit a Letter of Intent and resume to the Board Chair, (2) Meet separately with the Board Chair and the Head of School; (3) Observe a monthly Board meeting, (4) Complete an expanded criminal history background check at no expense to the candidate, (5) Complete a Conflict of Interest statement, and (6) Sign a Board Member Commitment Form. The Governance Committee shall prepare and submit to the Board a report of the nominees it recommends for election to the Board, **including their Letter of Intent and resume.** The number of seats available shall be determined in accordance with the by-laws. ~~Whenever possible, nominated board member credentials will be presented one meeting prior to their election.~~ Board members will be elected by a simple majority of the quorum present at the meeting during which elections are held. Each director shall serve from the next scheduled Board meeting after the election until the end of his or her term as determined by the Board.

Effective Date: January 28, 2016

NOW, THEREFORE, BE IT RESOLVED that pursuant to applicable law, the undersigned, being all Directors of this corporation, hereby consent to, and approve the following:

APPROVAL OF REVISIONS TO ACE PREP BOARD POLICY 2.11, BOARD ELECTION PROCEDURES

RESOLVED, that once approved, the corresponding board policy becomes part of the official record and documents of this corporation.

RESOLVED AND APPROVED:


Name _____

Chair
Title, ACE Prep Board of Directors

1/27/16
Date _____

2.11 Board Election Procedures

Before election to the Board, a candidate must: (1) Submit a Letter of Intent and resume to the Board Chair, (2) Meet separately with the Board Chair and the Head of School; (3) Observe a monthly Board meeting, (4) Complete an expanded criminal history background check at no expense to the candidate, (5) Complete a Conflict of Interest statement, and (6) Sign a Board Member Commitment Form.

The Governance Committee shall prepare and submit to the Board a report of the nominees it recommends for election to the Board, **including their Letter of Intent and resume.** The number of seats available shall be determined in accordance with the by-laws. ~~Whenever possible, nominated board member credentials will be presented one meeting prior to their election.~~ Board members will be elected by a simple majority of the quorum present at the meeting during which elections are held. Each director shall serve from the next scheduled Board meeting after the election until the end of his or her term as determined by the Board.