

**FOURTH AMENDED AND RESTATED BYLAWS (June 2, 2016)**  
**ACADEMY FOR POSITIVE LEARNING, INC. (A4PL)**  
**A Florida Not-for-Profit Corporation**

**ARTICLE I**

**NAME**

**Section 1.1 Name** The name of the Corporation shall be Academy for Positive Learning, INC. (the "Corporation").

**ARTICLE II**

**ORGANIZATION**

**Section 2.1 Statement of Purposes.** The purpose of this Corporation, as expressed in its Articles of Incorporation, shall be to operate a Florida charter school which provides a holistic education and therapeutic environment focusing on the development of children. The Corporation exclusively for educational purposes and shall operate within the meaning of section 501(c) 3) of this Internal Revenue Code of 1986, or as otherwise amended.

**Section 2.2 Dissolution.** In the event of the dissolution of the Corporation the Board of Directors ("Board") shall, after paying or making provision for the payment of all the of the liabilities and the complete satisfaction of all of the remaining assets as required by F.S. 1002.33 (8) (e), or as otherwise amended file, or have filed the necessary documents to dissolve said corporation.

**ARTICLE III**

**MEMBERSHIP**

**Section 3.1 Members.** This Corporation is a non-profit, non-stock corporation and shall have a membership consisting of the Board of Directors of this Corporation serving from time to time.

**ARTICLE IV**

**BOARD OF DIRECTORS**

**Section 4.1 Management.** All powers of the Corporation shall be exercised under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Boards direction. Except as specifically set forth herein, the Board may not take any action except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum is present.

**Section 4.2 Number and Class of Directors.** The Board shall consist of no less than Two (2) and no more than nine (9) members, and shall be considered of one class of membership. The Board shall consist of members from the community, business persons, professionals, and/or non-employee educators in as near equal proportions as possible. The Directors shall take office August 1 following the date of his or her election at the June Annual Meeting, to hold office for a term of one year, or until the election and qualification of their respective successors.

**Section 4.3 Nomination of Directors.** Not less than one month prior to a regular meeting, the board may appoint a nomination committee to consist of no fewer than two (2) Board members. The nomination committee will compile and submit to the Board a slate of candidates for the directorship and offices to be filled at the upcoming meeting. These submissions shall be deemed to be nominations of each person named.

**Section 4.4 Election of Directors.** Directors shall be elected by the Board by a majority vote of the Board at any regular or special meeting where a quorum is present.

**Section 4.5 Vacancies.** Vacancies occurring during the term of an elected Directorship, however caused, shall be filled as soon as practicable in accordance with Section 4.4 herein above. A director so elected to fill a vacancy shall hold office for the remainder of his predecessor's term, or until the election and qualification of his or her successor.

**Section 4.6 Resignation or Removal of Directors.** A director of the Corporation may resign at any time by tendering his or her resignation in writing to the Corporation, which resignation shall become effective upon the date specified therein, or if no date is specified, upon receipt by the Corporation at its principal place of business. The Board, by majority vote, may remove a Board member, with or without cause, for failing to attend three (3) consecutive meetings of the Board or, for cause which includes actions that are in conflict with the best interests of A4PL.

**Section 4.7 Compensation of Directors.** Directors will not receive compensation for services rendered in their capacity as Director. However, nothing herein contained shall be construed to preclude any Director from receiving reimbursement from the Corporation for expenses incurred for serving the Corporation as a Director or in any other capacity.

**Section 4.8 Annual Meetings of the Board.** The annual meeting of the Board shall be on the third Tuesday in the month of June of each year, unless the President, or the Board by resolution provide for a different time and place for the holding of such

annual meeting. Upon full execution of the Corporation's charter contract, annual meetings shall comply with the requirements of F.S. 286.011, or as otherwise amended, unless otherwise required bylaw.

**Section 4.9 Special Meeting.** Special Meetings of the Board may be called at any time by the President of the Corporation. Further, special meetings of a the Board must be called by the President within fourteen (14) days of the receipt of a written request of any two (2) or more Directors. The notice shall set forth the date, time, place and purpose of the meeting. The business to be transacted at any special meeting shall be limited to those items set forth in the notice or waiver thereof.

**Section 4.10 Regular Meetings.** The Board shall meet at least four (4) times each year, including the annual meeting. Upon full execution of the Corporation's charter contract, regular meetings shall comply with the requirements of F.S. 286.011, or as otherwise amended, unless otherwise required bylaw.

**Section 4.11 Quorum and Action of the Board.** A majority, not less than two (2), constitutes a majority of Directors. Said majority may be present in person at a meeting, or by telephone, to construct a quorum for the transaction of business at such meeting. The Board may not take action except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than two (2) Directors are present.

## **ARTICLE V**

### **OFFICERS**

**Section 5.1 Number.** The Corporate Board may have a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. No more than two (2) offices may be held, by the same person. The failure to elect an officer shall not affect the existence of the Corporation.

**Section 5.2 Election and Term of Office.** All officers of the Corporation shall be elected by a vote of the Board as set forth in Section 4.4 herein above, at the annual meeting of the Board. A duly elected officer shall hold office for as term of one year, commencing August 1<sup>st</sup>, and until the earlier: death, disqualification, resignation, removal or term end.

**Section 5.3 Vacancies.** A vacancy in any officer who because of death, resignation, removal, disqualification or otherwise (including removal in an event of an officer is not reelected during his term in office) shall be filled for the remaining

unexpired term of such office by an election by the Board as set forth in Section 4.4

**Section 5.4 Resignation or Removal of officers.** An officer of the Corporation may resign at any time by tendering his/her resignation in writing to the President or the Secretary. Resignations shall become effective upon the date specified therein or, if no date is specified, upon receipt by the Corporation. An officer of the Corporation may be removed at any time with or without cause, at any meeting of the Board by a vote of the Board as set forth in Section 4.4 herein above.

**Section 5.5 President.** The President shall be the principal officer of the Corporation and, subject to the control of the Board, shall in general supervise the business and affairs of the Corporation. The President shall act as a duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. The President may sign, upon authorization by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from **time** to time.

**Section 5.6 Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

**Section 5.7 Secretary.** The secretary shall keep or cause to be kept all of the records of the Corporation or cause to be recorded the minutes of the meetings of the Board, send out or cause to be sent out all notices of meetings of the Board and all Committees, attest to the seal of the Corporation where necessary or required, and keep or cause to be kept a register of names and addresses of each Director. The secretary shall perform such other duties as may be prescribed by the Board.

**Section 5.8 Treasurer.** The Treasurer shall insure or cause to be insured that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to the Board members at scheduled Board meetings. The Treasurer shall perform such other duties as may be presented by the Board.

**Section 5.9 Other Officers.** Other officers elected by the Board shall have such duties and responsibilities as the Board deems advisable.

**Section 5.10 Salaries.** Officers will not receive compensation for services rendered as officers of the Corporation. However, Board members are entitled to reimbursement for expenses incurred for serving the Corporation its an officer or in Any other capacity.

## **ARTICLE VI**

### **COMMITTEES OF THE BOARD**

**Section 6.1 Committees of the Board.** The Board may, by resolution establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the President shall annually appoint the members and the chairman of the standing committees and shall fill vacancies on any standing committee. Appointments by the President shall be made at the annual meeting of the Board. In addition, the President may, if so authorized by the Board, appoint members and chairmen of such special committees as the Board may create throughout the year, which members and chairmen appointments must be approved by a vote of the Board.

**Section 6.2 Standing Committees.** Standing committees shall be created as required resolution of the Board. The purpose, duties, number of members, and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

**Section 6.3 Special Committee.** Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members, and requirements of each standing committee shall be specified in the resolution creating the committee.

**Section 6.4 Committee Members Terms of Office.** Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successors are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until the earlier of: their death, resignation or removal as committee member.

**Section 6.5 Committee Meetings.** Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee member from the meeting so as to reduce the

number of committee members in attendance, will not disrupt the action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with its' recommendations. Upon full execution of the Corporation's charter contract, committee meetings shall comply with the requirements of P.S. 5286.011., or as otherwise amended, unless otherwise required by law.

**Section 6.6 Resignation or Removal of Committee Members.** A member of any committee may resign at any time tendering his resignation in writing to the President of the Board. The Board by a majority vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

## **ARTICLE VII**

### **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 7.1 Indemnification.** The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, against all reasonable expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and necessarily incurred by him or her in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he or she is threatened to be made a party because she or he is or was a Director, officer, employee or agent of this Corporation. He or she shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his or her duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

**Section 7.2 Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such.

## ARTICLE VIII

### CONTRACTS, CHECKS, DEPOSITS BOOKS AND RECORDS

Section 8.1 Contracts. The Board may authorize any officer or officers, agents, to enter into 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.

Section 8.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board which authority may be generally or confined to specific instances.

Section 8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payments of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 8.4 Deposits. All funds of the Corporation, not otherwise belonging to employees, shall be deposited from time to time to the credit of the Corporation in such banks, trusts companies other depositories as the Board may select.

Section 8.5 Gifts. The Board may accept on behalf of the Corporation any contributions, gifts, requests or devise.

Section 8.6 Books & Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committee of the Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

## ARTICLE IX

### FISCAL YEAR

Section 9.1 Fiscal Year. The Fiscal Year of the Corporation shall be July 1 through June 30 of the following year.

**ARTICLE X**

**NOTICE**

**Section 10.1 General.** Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given either personally, by US Mail, or by electronic transmission, in any case addressed to such Director or officer at his or her address as the same appears in the records of the Corporation (hereinafter "service"). Three (3) days after service, notice shall be deemed timely. Upon full execution of the Corporation's charter contract, notices shall comply with the requirements of F.S. 286.011, or as otherwise amended, unless otherwise required by law.

**Section 10.2 Waiver.** Whenever by law, the Articles of Incorporation or these Bylaws notice is required to be given to any Director or Officer, a waiver therefore in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

**ARTICLE XI**  
**AMENDMENTS**

**Section 11.1 By Directors.** These Bylaws may be amended or repealed wholly or in part, consistent with any Bylaws adopted by the Board, at any meeting by an election of 1/2 of the current membership of the Board.

**ARTICLE XII**

**CONFLICT RESOLUTION BETWEEN CHARTER SCHOOL AND SPONSOR**

**Section 12.1** It is agreed by both parties involved in said conflict, that every effort

shall be made to resolve complaints, issues, or concerns by informal communications between the Sponsor and Charter School. P.B.C.S.D. is currently serving as Sponsor. The Sponsor may change at renewal in the discretion of the board.

**Section 12.2.** The Charter School shall notify the Sponsor in writing the name of mailing address, and telephone number of its contact person. Any change in this information shall be submitted in writing to the Sponsor in a timely fashion.

**Section 12.3** All disputes related to or arising out of this charter, which the parties are unable to resolve informally, shall be resolved according to the Alternative Dispute Resolution Process provided in Article XIII



**ARTICLE XIII**  
**ALTERNATIVE DISPUTE RESOLUTION PROCESS (ADR)**

**Section 13.1** Subject to the applicable provision of § 1002.33, FS., as amended from time to time, all disagreements and disputes relating to or arising out of this Charter School's charter which the Charter School and the Sponsor are unable to resolve informally, may be resolved according to the following Dispute Resolution Process, unless otherwise directed or provided for in the aforementioned statute. It is anticipated that the continuing practice of open communication between the Sponsor and the Charter School will prevent the need for implementing a conflict/dispute resolution procedure. The Dispute Resolution Process is as follows:

**STEP 1:** Informal discussions shall commence between representatives of the Charter School and the Sponsor regarding the particular issue(s) in question. If the matter is not resolved at Step 1, either party may elect to forward the issue(s) to the next step.

**STEP 2:** Written notice shall be given by either the Sponsor or the Charter School outlining the nature or an identified problem in performance or operations not being met or completed to the satisfaction of either party. If the matter is not resolved at Step 2, either party may elect to forward the issue(s) to the next step.

**STEP 3:** A meeting between the Governing Board of the Charter School and the Sponsor's representative to discuss the issue(s) and resolution of same, and any proposed modification or amendments to the terms and conditions of the Charter School. If the matter is not resolved at Step 3, either party may elect to forward the issue(s) to the next step.

**STEP 4:** Mediation to take place between the parties.

**Section 13. 2** The aforementioned process, not otherwise pre-empted by §1002.33, F .S. shall be equally applicable to the Sponsor and the Charter School in the event of a dispute.

**Section 13.3** The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge may rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted to charter schools by statute, or on any other matter regarding this section, except: a charter school application denial. The prevailing party shall be awarded reasonable and necessary attorney's fees, expert fees and costs incurred to be paid by the party whom the administrative law judge rules against.