

# Boston Green Academy Board of Trustees Bylaws

June, 2015

(2015 Version, Approved by BPS, BTU, BGA Board and DESE)

## BY-LAWS

OF

### BOSTON GREEN ACADEMY HORACE MANN CHARTER SCHOOL

#### SECTION 1

##### General Provisions

**Name and Purpose.** Boston Green Academy Horace Mann Charter School ("School") is a Public School, chartered by the Commonwealth of Massachusetts, pursuant to Chapter 71, Sections 89 (c) and 89 (k) (l), of the Massachusetts General Laws. The mission of the School is as follows: Boston Green Academy welcomes diverse students of all abilities, educates and empowers them to succeed in college and career, and prepares them to lead in the sustainability of our community and world.

**Governance.** The Board of Trustees ("Board") holds the Charter as granted by the Commonwealth of Massachusetts [Chapter 71, Section 89 (c)], and governs the School. The Board is a public entity, which operates independently of the Boston School Committee. Each individual Board member ("Trustee") is considered a "special state employee" of the Commonwealth of Massachusetts [Chapter 71, Section 89 (c)].

**Location.** The principal office of the School shall be located at 20 Warren Street, Brighton, MA 02135. The Trustees may change the location of the principal office within the Commonwealth of Massachusetts, provided that no such change shall be effective until the appropriate certificates or other documents are filed with the Secretary of the Commonwealth and/or the Secretary of Education of the Commonwealth, specifying the street address of the School's new principal office.

**Fiscal Year.** The fiscal year of the School begins on the first day of July and ends on the last day of June of the following calendar year.

**Amendments.** These By-Laws may be amended by an affirmative vote of a majority of Trustees then in office at any Annual or Special Meeting of the Trustees ; provided, however, that the notice of the meeting sent to the Trustees shall state that an amendment to the By-Laws will be proposed at such meeting. Any amendment to these By-Laws shall not take effect until such amendment has received approval from (i) the Boston School Committee and the Boston Teachers Union, if required by law, and (ii) the DESE.

#### SECTION 2

##### Trustees

**2.1 Duties and Powers.** The Board shall ensure that the School is an academic success and organizationally viable. Members will fulfill their fiduciary responsibilities, including, but not limited to

the duty of loyalty and duty of care, as well as the obligation to oversee the school's budget [603 CMR 1.06 (1)]. Furthermore, the Board is responsible for ensuring that the School operates in compliance with all applicable state and federal laws, and shall:

- \* Successfully complete the opening procedures process in accordance with G.L. c 70, Section 89; 603 CMR 1.00; and any guidelines issued by the Department of Elementary and Secondary Education of the Commonwealth of Massachusetts (the "DESE");

- \* Request that the Commissioner of Massachusetts Public Schools (the "Commissioner") appoint any new trustees, and receive that approval prior to any new trustees beginning their service as members;

- \* Submit timely annual reports;

- \* Submit timely annual independent audits;

- \* Hire, evaluate, and remove, if necessary, qualified personnel to manage the School's day-to-day operations, and hold these administrators accountable for meeting specified goals;

- \* Approve and monitor progress toward meeting the goals of the School's Accountability Plan;

- \* Adopt and revise school policies, including plans for student recruitment and retention;

- \* Respond to complaints in writing as required by 603 CMR 1:09; and

- \* Ensure that members of the Board receive orientation and training regarding their duties and obligations as member of the Board.

[603 CMR 1.06 (l) (a-i)]

**2.2 Limitation on Powers.** The Board will not exercise managerial powers over the day-to day operations of the school [603 CMR 1.06 (l)]. Furthermore, as the School is a Horace Mann Charter School, the Boston School Committee -- and not the Board -- is the public employer for collective bargaining purposes under Chapter 150E of the General Laws.

**2.3 Number.** The Board will be composed of no fewer than seven Trustees [603 CMR 1.06 (l)].

**2.4 Composition and Term of Office of Trustees.** The Board shall include:

- \* A minimum of two members of the school staff, of which one must be a teacher elected by the Board, to serve two year terms;

- \* A minimum of two caregivers, including guardians, parents and any other person who provides care to a student of the School to serve two year terms;

- \* No fewer than five community members and/or collaborating partners who shall serve three year terms. Community members who have particular expertise and experience in those fields that are most likely to advance and support the school's mission and success shall be recruited (such as environmental or green industry, financial services, and education, or from local civic or community organizations ).

\* Additionally, the Headmaster and those members of the Board who are on the School staff will recommend a minimum of two School students who will serve as non-voting members for one year.

**2.5 Limitation on Term of Office of Trustees.** No Trustee may serve more than three consecutive terms. A former Trustee may be re-elected to the Board after having not served as a Trustee for a period of one year.

**2.6 Election of Trustees.** Each Trustee shall be elected by a formal vote of the majority of the Trustees then in office and present in person at a Regular or Special Meeting (as defined below) at which a quorum is present and otherwise in accordance with the provisions of these By-Laws and applicable law. The Board will exercise due diligence in assessing the suitability of candidates with respect to potential conflicts of interest and areas of skill and expertise that will be of value to the Board, such due diligence to occur prior to a vote by the Board to request the Commissioner to appoint the proposed member(s). Prior to submitting a candidate to the Commissioner for approval, the Board must determine that no financial interests under G.L. c 268A exist which may preclude a majority of the Board from participating in deliberations or voting on certain matters within the scope of the Board's authority. [603 CMR 1.06 (2) (b)]

**2.7 Resignation and Removal.** Any Trustee may resign by delivering a written resignation to the Chairperson of the Board, with a copy to each of the Executive Director/Headmaster of the School and the Documentarian. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate the election of new Trustees, the School formally encourages Trustees intending to resign or to decline nomination to provide notice of the Trustee's intent at least 60 days prior to the annual meeting. Any Trustee may be removed from office with or without cause by an affirmative vote of a majority of the Trustees then in office. A Trustee may be removed for cause only after reasonable notice and an opportunity to be heard by the Board. Subject to applicable law, only the Board may remove a Trustee, no other entity or individual shall have any power to remove a Trustee.

**2.8 State Ethics Requirements and Trainings.** Board members will comply with the Commonwealth's state ethics requirements including, but not limited to, meeting all training requirements; complying with, and filing all required disclosures under G.L. c 268A, the conflict of interest law; filing all required disclosures under G.L. c 71, Section 89 (u). Failure to comply with the state ethics requirements may result in removal of individual Board members by the Board of Trustees or by the Commissioner. [G.L. c 71, Section 89 (u); 603 CMR 1.06 (2) (e)]

**2.9 Conflicts of Interest.** The Board and each Trustee shall comply with the state conflict of interest law (M.G.L. Chapter 268A). Additionally,:

(a) No Trustee may receive payment of any kind for services rendered to the Board or to the School, unless such payment is permissible under the laws of the Commonwealth of Massachusetts.

(b) No Trustee, nor any member of such Trustee's immediate family nor any business organization in which such Trustee is serving as an officer, director, trustee, partner or employee may have a financial interest, whether direct or indirect, in the assets of the School or in any lease, contract, agreement, or business arrangement with any third party unless permissible under the laws of the Commonwealth of Massachusetts.

(c) The Board shall request the appointment of a Trustee to the Board only where the Board has no reason to know that the Trustee has a financial interest under M.G.L. Chapter 268A which

may preclude a majority of the Board from participating in deliberations or voting on certain matters that are expected to come before the Board. The Board shall exercise due diligence prior to determining that a proposed Trustee does not have such a financial interest.

(d) Each Trustee must disclose any financial interest or business transactions that they (or any immediate family member) have in any charter school located in Massachusetts or elsewhere to the Massachusetts State Ethics Commission, the DESE and the city or town clerk within 30 days of joining the Board and by September 1 annually, including the year after service is completed (unless service is less than 30 days in that year).

(e) If a Trustee becomes aware of any conflict of interest, whether direct or indirect, such Trustee shall immediately and completely disclose such conflict of interest to the Board and shall excuse himself or herself from any discussion, deliberation or decision with respect to such conflict of interest.

(f) Trustees shall not have financial interests under G.L. Chapter 268A that may preclude a majority of the Board from participating in deliberations or voting on certain matters that come before the Board.

(g) Each Trustee shall sign a Conflict of Interest Policy acknowledgement form each year.

**2.10 Complaints.** Any complaint filed with the Board should be in writing, addressed to the Chairperson, and mailed to the school's address. The Chairperson will respond to all complaints in writing within 30 days of receipt and outline, if appropriate or required, further steps to resolve the situation. All complaints will be handled in accordance with all appropriate local state, and federal laws and regulations.

### **SECTION 3** **Meetings of the Board of Trustees**

**3.1 Regular and Special Meetings.** Regular meetings of the Board may be held at such times and at such locations within the state of Massachusetts as the Board may determine, and shall be held at least quarterly [603 CMR 1.06 (2) (c)].

**3.2 Quorum.** The presence in person of a majority of the Trustees then serving on the Board at a Regular or Special Meeting shall constitute a quorum for the purpose of taking action conducting business of the Board at such meeting. A member of the Board may participate remotely in a meeting provided that such participation complies with the requirements of 940 CMR 29.10 including, but not limited to, meeting the permissible reasons for remote participation. Trustees who are not present in person at such meeting will not be counted for purposes of establishing a quorum. Trustees may not be counted as "present in person" for purposes of establishing a quorum at such meeting by participating in such meeting via telephone or video conference or other remote communications device. Trustees are not permitted to participate in any Regular or Special Meeting by email or proxy. Except as otherwise provided by law, in the absence of a quorum, a majority of the Trustees present in person shall have the power to adjourn the meeting.

**3.3 Vote.** Except as otherwise provided in the Charter, these By-Laws or applicable law, at any Regular or Special Meeting where a quorum is present, the affirmative vote of a majority of the Trustees present in person at such meeting shall be regarded as the act of the Board. The Board may not take any action otherwise required or permitted to be taken at a Regular or Special Meeting by means of a written consent in lieu of a meeting. At no time may Trustees vote via facsimile, email, or by proxy, or by any other method of remote electronic communication, other than as

allowed by 940 CMR 29.10. Notwithstanding the foregoing, the affirmative vote of at least two-thirds of the Trustees present in person at such meeting shall be required for the election of the Executive Director/Headmaster of the School.

**3.4 Notice of Meetings.** Public notice of all Regular and Special Meetings shall be given in accordance with M.G.L. Chapter 30A, Section 20 (or any successor thereto). The public notice of any Regular or Special Meeting shall set forth the date, time, and location of such meeting and a listing of topics that the Chairperson reasonably anticipates will be discussed at the meeting and shall be printed or displayed in a legible, easily understandable format. Such notice will be posted on the School's website and a copy of such notice shall be provided (via email or facsimile transmission) to (i) the Attorney General of the Commonwealth of Massachusetts and (ii) the Division of Regulations of the Office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts. Except in an emergency (as defined in Code of Massachusetts Regulations Title 940, Section 29.02, or any successor thereto), such notice shall be posted and filed as set forth in the previous sentence at least forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) prior to the time of such meeting. In such an emergency, such notice shall be posted and filed as early as reasonably possible prior to such meeting in the manner set forth above. The filing and posting of public notice of a Regular or Special Meeting shall be the responsibility of the Chairperson and the Documentarian.

**3.5 Notice to Trustees.** Notice of any Regular or Special Meeting shall be delivered to each Trustee by the Chairperson or one of the Trustees calling the meeting either in person or by mail, telephone, facsimile transmission or electronic mail sent to such Trustee's usual or last known contact information at least 48 hours in advance of such meeting, unless shorter notice is adequate under the circumstances. A Trustee shall be deemed to have waived his or her right to receipt of prior notice of such Regular or Special Meeting by attending such meeting.

**3.6 Conduct of Meeting; Records of Meeting.** All meetings of the Board shall be open to the public and any person shall be permitted to attend any meeting except as otherwise provided by law. The Board shall maintain accurate records of its meetings, including executive sessions, setting forth the date, time, place, Trustees present or absent, other invitees present, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting and the decisions made and actions taken at each meeting, including the record of all votes. The records of each meeting shall become a public record and be available to the public; provided, however, that the records of any executive session may remain confidential for so long as publication may defeat the lawful purposes of the executive session, but no longer. All votes taken in executive sessions shall be recorded roll call votes and shall become a part of the record of said executive sessions. No votes taken in open session or in executive session shall be by secret ballot. The School shall post copies of the records of each meeting of the Board on either its website or in the School's principal office.

**3.7 Executive Sessions.** The Board may hold executive sessions as permitted by Chapter 30A, Section 21 (or any successor thereto) or other applicable law. An executive session may be held in a Regular or Special Meeting only after (a) the Board first convenes in an open session; (b) the presiding officer states the purpose for meeting in executive session, stating all subjects that may be revealed without compromising the purposes for which the executive session is called, (c) the presiding officer announces whether the Board will reconvene in open session after the conclusion of the executive session and (d) a majority of the Trustees then present in person at such meeting vote, through a roll call vote recorded in the minutes, to meet in executive session.

**3.8 Open Meeting Law.** The Board and its committees will comply in all respects with the open meeting law, G.L. c 30A, Sections 18-25, and the regulations, guidance and directives of the Office of the Attorney General. This includes, but is not limited to , training, notice of meetings, and executive sessions [G.L. c 30A, Sections 18-25].

**3.9 Committees and Task Forces.** The Board shall have the power to create and dissolve committees, subcommittees, and task forces. The Board shall charge each sub-group with specific powers, duties and/or tasks. A majority vote by Trustees is required for either the creation or dissolution of such a group.

#### **SECTION 4** **Officers**

**4.1 Officers and Agents.** The Officers of the Board (the “Officers”) shall consist of a Chairperson, Vice Chairperson, and Treasurer, and such other Officers as the Trustees may determine from time to time. The Officers may meet as the executive committee of the Board, and may act in lieu of the Board between meetings, provided that their actions are ratified by the full Board at the next regularly scheduled meeting. Notice of any such meeting must be in compliance with the provisions set forth in Section 3.4 of these By-Laws and with the Massachusetts Open Meeting Laws (M.G.L. Chapter 30A).

**4.2 Election and Tenure.** The Chairperson, Vice Chairperson, and Treasurer shall be elected by the Trustees at the Annual Meeting. Any other Officers deemed necessary or desirable by the Board may be elected by the Trustees at any time. Except as otherwise provided by law, the Charter or these By-Laws, all Officers shall hold office until the next Annual Meeting, and thereafter until their respective successors are chosen and qualified, unless a shorter term is specified in the vote electing or appointing them. If the office of Chairperson, Vice Chairperson, or Treasurer becomes vacant, the Trustees shall elect a successor; if any other office becomes vacant, the Trustees may elect a successor. Each such successor shall hold office for the unexpired term and in the case of the Chairperson, Vice Chairperson, and Treasurer until a successor is chosen and qualified, or in each case until the Officer sooner dies, resigns, is removed or becomes disqualified.

**4.3 Resignation and Removal.** Any Officer may resign by delivering a written resignation to the Chairperson, with a copy to the Executive Director/Headmaster at his or her principal office and such resignation shall be effective upon receipt, unless it is specified to be effective at some later time. The Trustees may remove any Officer, with or without cause, by a vote of two thirds of the Trustees then in office. Any Officer may be removed for cause only after reasonable notice and an opportunity to be heard by the Board.

**4.4 Chairperson and Vice-Chairperson of the Board.** The Trustees shall elect a Chairperson and Vice-Chairperson of the Board. Except as otherwise provided by law, the Charter or these By-Laws, the Chairperson and Vice-Chairperson shall each hold office for a term of one year, unless a shorter term is specified in the vote electing or appointing each of them. The Chairperson shall establish the agenda for all meetings of the Board in consultation with the Executive Director/Headmaster and, as appropriate in the discretion of the Chairperson, other members of the Board. The Chairperson shall preside over all meetings of the Board and shall have such other powers as the Board shall determine. In the absence of the Chairperson at any meetings of the Board, the Vice-Chairperson shall exercise the rights and perform the function of the Chairperson.

**4.5 Treasurer.** The Trustees shall elect a Treasurer of the Board. The Treasurer is responsible for general oversight of the financial affairs of the school. The Treasurer shall chair a financial committee established by the Board and present to the Board at least quarterly on the financial condition and affairs of the School. The Treasurer shall oversee all filings required by the Commonwealth of Massachusetts, 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 Trustees.

**4.6 Other Officers.** Other officers shall have such duties and powers as may be designated from time to time by the Trustees.

**4.7 Vacancies.** Any vacancy or newly-created Trustee position on the Board, however occurring, may be filled at a Regular or Special Meeting by either (i) the affirmative vote of a majority of the Trustees present in person at a Regular or Special Meeting where a quorum is present or (ii) the sole remaining Trustee.

**4.8 Non-discrimination.** The Board may not discriminate against potential members on the basis of race, color, national origin, creed, ancestry, ethnicity, age, gender identity, religion, marital status, sexual orientation, or non-disqualifying handicap or mental condition.

## **SECTION 5**

### **Executive Director/Headmaster and Documentarian**

**5.1 The Executive Director/Headmaster.** The Executive Director/Headmaster shall be appointed by the Board in accordance with applicable law and shall serve at the pleasure of the Board until his or her successor is elected and qualified or until his or her earlier death, resignation, or removal. The Executive Director/Headmaster shall be the chief executive officer of the School and, subject to the direction and control of the Board, shall have general charge of the affairs of the School. The Executive Director/Headmaster shall be evaluated annually by the Board. The Executive Director/Headmaster 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 Trustees. The Executive Director/Headmaster is not a member of the Board but is expected to attend all meetings by virtue of his or her position.

**5.2 Documentarian.** An employee of the school will serve as the Documentarian and shall record and maintain records of all proceedings of the Trustees in a book or series of books kept for that purpose and shall give such notices of meetings of Trustees as are required by the Charter, these By-Laws, or by applicable law. Such records shall include the date, time, and location of the meeting, the members present or absent, and all action taken at the meeting. Detailed, accurate records of every meeting will be adopted and kept in accordance with the law pertaining to the open meetings of governmental bodies. The Documentarian of the Board is not a member of the Board but is requested to attend every meeting by virtue of his or her position.

## **SECTION 6**

### **Compensation**

**6.1 Compensation.** No Trustee or Officer shall receive any compensation for services rendered as a Trustee or Officer. Notwithstanding the foregoing, any Trustee or Officer may, if

authorized by the Board, be reimbursed for reasonable expenses, including travel expenses, incurred by the Trustee or Officer in the performance of his or her duties as a Trustee or Officer.

## **SECTION 7** **Indemnification**

**7.1 Generally.** The Trustees, the Executive Director/Headmaster and the Documentarian shall not be personally liable for any debt, liability, or obligation of the School. The School shall, to the extent legally permissible and only to the extent that the status of the School as a “Horace Mann Charter School” is not adversely affected thereby, indemnify and hold harmless each person who is or shall have been at any time a Trustee, the Executive Director/Headmaster, the Documentarian or another officer of the School or who serves or has served at the request of the Board or the Executive Director/Headmaster as a Trustee, officer, employee or other agent of the School or another organization and each person who may serve or has served at its request in a capacity with respect to any employee benefit plan (each such person an "Indemnified Person" and collectively the "Indemnified Persons"), against all expenses and liabilities, (including without limitation judgments, fines, penalties, and reasonable attorney’s fees and all amounts paid, other than to the School, in compromise or settlement) incurred by or imposed upon such person in connection with or arising out of the defense of any threatened, pending or completed action, suit, claim, or other proceeding whether civil, criminal, administrative, or investigative (a "Proceeding") in which an Indemnified Person is or may become involved by reason of serving or having served in such capacity (other than a Proceeding voluntarily initiated by such person unless a majority of the Board authorized the Proceeding).

**7.2 Exclusions.** No indemnification shall be provided to such Indemnified Person with respect to any matter as to which such Indemnified Person shall have been finally adjudicated in any Proceeding (a) to have breached the Indemnified Person's duty of loyalty to the School, (b) not to have acted in good faith in the reasonable belief that such Indemnified Person's action was in the best interest of the School, (c) to have engaged in intentional misconduct or a knowing violation of law or (d) to have engaged in any transaction from which the Indemnified Person derived an improper personal benefit. Any Indemnified Person who, at the request of the Board or the Executive Director/Headmaster, serves another organization or employee benefit plan in one or more of the capacities indicated in Section 7.1 and who shall be finally adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interest of such other organization or in the best interest of the participants or beneficiaries of such employee benefit plan shall be deemed not to have acted in good faith with respect to the School.

**7.3 Advances; Repayment.** Such indemnification may, to the extent authorized by the Board, include payment by the School 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 of an undertaking by the Indemnified Person to repay such payment if it is ultimately determined that such Indemnified Person is not entitled to indemnification under this Section, which undertaking may be accepted without regard to the financial ability of such Indemnified Person to make repayment.

**7.4 Authorization.** The payment of any indemnification or advance shall be conclusively deemed authorized by the Board, and each Trustee approving such payment shall be wholly protected, if:



(a) the payment has been approved or ratified

by a majority vote of the Trustees present in person at a Regular or Special Meeting, at which a quorum is present, who are not at time parties to the proceeding, or

by a majority vote of a committee of two or more Trustees who are not at that time parties to the proceeding and are selected for this purpose by the Board (in which selection Trustees who are parties to the proceeding may participate); or

(b) the action is taken in reliance upon the opinion of independent legal counsel (who may be the regular counsel to the School) appointed for such purpose by vote of the Trustees in the manner specified in clauses (i) or (ii) of subparagraph (a) of this Section 7.4 or, if that manner is not possible, appointed by a majority of the Trustees then in office; or

(c) the Trustees have otherwise acted in accordance with the standard of conduct applied to Trustees under Chapter 180 of the Massachusetts General Laws, as amended from time to time; or

(d) a court having jurisdiction shall have approved the payment.

**7.5 Heirs, Executors and Administrators.** The indemnification provided hereunder shall inure to the benefit of the heirs, executors, assigns, and administrators of any Indemnified Person entitled to indemnification hereunder.

**7.6 Non-Exclusive Rights.** The right of indemnification under this Section shall be in addition to and not exclusive of all other rights to indemnification or otherwise to which any person may be entitled. Nothing contained in this Section shall affect any rights to indemnification to which School employees, agents, Trustees, officers of the School and other persons may be entitled by contract or otherwise under law.

**7.7 Adverse Amendments.** No amendment or repeal of the provisions of this Section that adversely affects the right of an Indemnified Person under this Section shall apply to that Indemnified Person with respect to the acts or omissions of such Indemnified Person 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 Person.

**7.8 Employees and Agents.** To the extent legally permissible, and only to the extent that the status of the School as a “Commonwealth Charter School” is not affected thereby, the School may indemnify any employee or agent of the School to the extent authorized by the Board by an affirmative vote of a majority of the Trustees present in person at a Regular or Special Meeting. The foregoing provisions of this Section shall apply to any indemnification of any employee or agent under this Section 7.8.

## **SECTION 8** **Miscellaneous Provisions**

**8.1 Execution of Instruments.** Except as otherwise required by law, all contracts, deeds, leases, bonds, notes, checks, drafts, and other instruments authorized to be executed by an officer of the School on its behalf shall be signed by the Executive Director/Headmaster or Treasurer except as the Trustees may generally or in particular cases otherwise determine in accordance with a plan to establish and maintain financial control of the School established by the Board and amended from time to time in the Board's sole discretion. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the School by the Executive Director/Headmaster and the Treasurer, shall be binding on the School in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Charter, By-Laws, resolutions, or votes of the Board.

**8.2 Corporate Records.** The records of all meetings of Trustees, the names and addresses of the Trustees and officers of the School, and the originals or attested copies of the Charter and the By-Laws of the School shall be kept in Massachusetts at the principal office of the School or of the Documentarian, but such corporate records need not all be kept in the same office.