

BY-LAWS OF THE WALDORF SCHOOL OF PHILADELPHIA

ADOPTED JUNE 6, 2005
AMENDED FEBRUARY 11, 2009`
AMENDED MAY 14, 2018

ARTICLE I. NAME

Section 1

The name of this Corporation is The Waldorf School of Philadelphia.

ARTICLE II. PURPOSE

Section 1

The purpose of the Corporation is to establish and operate a non-profit independent school working with the pedagogy of Waldorf Education, within the international education movement and its principles as given by Rudolf Steiner.

The Corporation shall follow a non-discriminatory policy in all aspects of its operations, including the recruitment and admissions of students, and shall not engage in or tolerate unlawful discrimination (including any form of unlawful harassment or retaliation) based on a person's sex, race, color, religion, creed, national origin, age, pregnancy, ancestry, citizenship, immigrant status, military or veteran's status, veteran's status, mental or physical disability or handicap, genetic information, sexual orientation, gender identity or expression, or membership in any other protected group under applicable federal, state or local law.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding Section of any future Federal Tax Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Trustees or officers, or to other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the published or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III. BOARD OF TRUSTEES

Section 1 Qualifications of the Trustees

The business affairs of the Corporation shall be controlled by a Board of not fewer than seven (7) and not more than twenty (20) Trustees. The officers of the Corporation as described in Article IV shall continuously be Trustees of the Corporation. No fewer than three (3) of the Trustees shall be Faculty members. No fewer than two (2) Trustees shall be parents; and one board member will be designated by the Board to be the Board's Liaison with the Parents' Association. The Parents' Association shall consist of representatives from each class in the school. The membership on the Board of Trustees of any Faculty member or of any parent in the school shall be immediately terminated if such a person ceases to be a Faculty member or parent in the school. However, this provision shall not prevent such a person from being re-nominated and re-elected in accordance with Section 3 of this article.

Board members shall be required to acquaint themselves with the essential organizational principles of Waldorf schools.

No Trustee may receive a salary or other compensation from the Corporation for services rendered as a Trustee. A Trustee may be compensated by the Corporation for his/her services to it other than as a Trustee and may be reimbursed by the Corporation for travel, out-of-pocket and other expenses incurred in serving as such a Trustee.

A Trustee of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his duties as a Trustee, including his duties as a member of any committee of the Board upon which he may serve in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:

- (a) One or more officers, volunteers, agents or employees of the Corporation whom the Trustee reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority which the Trustee reasonably believes to merit confidence.

A Trustee shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

In discharging the duties of their respective positions, the Board of Trustees, committees of the Board and individual Trustees may, in considering the best interests of the Corporation,

consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon committees in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this Section.

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the Corporation.

A Trustee of the Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless the Trustee has breached or failed to perform the duties of his office under this Section and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

The provisions of this Section shall not apply to:

- (a) The responsibility or liability of a Trustee pursuant to any criminal statute; or
- (b) The liability of a Trustee for the payment of taxes pursuant to local, state or Federal law.

Section 2 Length of Term

The maximum length of term of Trustees shall be detailed in the governance document

Section 3 Nominations, Elections, Vacancies, and Removals

Rules and requirements for Nominations, Elections, vacancies and removals of board members are detailed in section 2.3 of the governance document.

Section 4 Regular Meetings

Semi-annual meetings – The Board shall hold one annual meeting in October at the school facility or at such other place as designated by the President. This meeting shall be open to the entire school community. Additional meetings shall be held at the discretion of Board. Meetings – The Board shall hold at least six (6) meetings during each fiscal year during the school year at the school facility or at such other place as designated by the President.

Special Meetings

Special meetings of the Board of Trustees may be held at any time on the call of the President, or in the event of his/her absence or inability to act, the Vice President, or any three (3) Trustees, and said meeting may be held at any time and place. Business transactions at all special meetings shall be confined to the issues stated in the call and matters pertaining thereto.

Section 5 Notice of Meeting

Notice by mail shall be addressed or delivered to each Trustee at such Trustee's address as it is shown upon the records of the Corporation or as may have been given to the Corporation by a Trustee for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the Trustees are regularly held. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. The notice shall be deposited with the USPS no later than 7 days prior to the meeting. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by facsimile or electronic mail to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient. A notice need not specify the purpose of any special meeting of the Board.

Section 6 Waiver of Notice

All board meetings must be held with the required notice. In the event the executive committee must act on an urgent issue and does not have time to properly convene a board meeting, the issue and the executive committee actions will be discussed, reviewed and approved or modified (if possible) at the next properly convened board meeting

Section 7 Quorum

More than fifty percent (50%) of the board of Trustees entitled to vote shall constitute a quorum for the transaction of business. A majority of such quorum present at the time and place of any meeting of the Board of Trustees shall be sufficient to act upon any proposition that may come before the Board except as limited in Article III, Section 8, c, d, e or f.

Trustees of the Board of Trustees may participate in a meeting through the use of conference telephone, electronic video screen communication, or other communications equipment

Section 8 Powers of the Trustees

The Trustees shall, in addition to the general powers conferred upon them by these by-laws, have the power to:

- (a) Elect annually at the meeting of the Board of Trustees, a President, a Vice President, a Secretary, and a Treasurer.
- (b) Receive and hold by purchase, gift, devise, bequest or grant real or personal property for educational purposes connected with the Corporation or for the benefit of The Waldorf School of Philadelphia.
- (c) Upon approval by at least a two thirds majority vote, Sell, mortgage, lease or otherwise use and dispose of the property of the Corporation in such a manner as the Trustees shall deem most conducive to the prosperity of the Corporation.

(d) Make and amend all by-laws necessary and proper to carry into effect the powers of the said Board of Trustees as necessary and desirable for the advancement of the interests of The Waldorf School of Philadelphia, provided that no by-law shall conflict with the Constitution or the laws of the United States or of the Commonwealth of Pennsylvania.

(e) New by-laws may be adopted or these by-laws may be amended or repealed by two thirds vote membership of the Board of Trustees. All Trustees must be given no fewer than seven (7) day's written notice of any meeting at which such action is to be taken, along with a written copy of a proposal to amend or repeal. Governance Document changes require a simple majority vote of the membership of the board of trustees

(f) If in the judgment of the Board, the school no longer adheres to and promotes the purposes as stated in Article II, Section 1 of these by-laws, and in the Articles of Association, the Board of Trustees shall have the power, with consensus of the full Board, to close the school and dispose of its assets in accordance with the provisions of the Articles of Incorporation of The Waldorf School of Philadelphia. Consensus may be arrived at in an open meeting or by mail or any reasonable means determined by the Board.

(g) Take any and all actions necessary and proper for conducting the business of the Corporation.

Section 9 Exclusions from the Powers of Trustees

(a) Board delegates to the FDG authority over all pedagogical matters, curricular decisions and faculty hiring and termination. Additionally, the Board delegates responsibility for the non-pedagogical operation of the School to the administration.

(b) The Board and Executive Director still have the duty to dismiss any member of the faculty or staff whose actions impose a significant risk to the school community or reputation, including situations involving significant liability, criminal activity or potentially criminal activity.

(c) Faculty and staff salaries shall be determined jointly by the Executive Director and Finance Committee.

Section 10 Adjournment

A majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Trustees who were not present at the time of the adjournment.

Section 11 Action Without Meeting

Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting, if all Trustees shall individually or collectively consent in writing to such action; provided, however, that the preceding provision shall not include the consent of any Trustee who has a material financial interest in a transaction to which the Corporation is involved. Such written consent or consents shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as the unanimous vote of such Trustees.

ARTICLE IV. OFFICERS OF THE CORPORATION

Section 1 Officers and Their Qualifications

The officers of the Corporation shall consist of a President, a Vice President, a Treasurer, and a Secretary. All officers shall be members of the Board of Trustees.

Section 2 The Powers and Duties of the President

- be president of WSP for legal purposes
- when directed by the Board, sign with the proper officers of WSP all contracts and other obligations of WSP in the name of WSP
- preside at all meetings of the Board and of the executive committee that he or she attends

Section 3 The Powers and the Duties of the Vice President

- perform the duties of the president in case of the president's absence or inability
- Sit on the executive committee

Section 4 The Powers and Duties of the Secretary

- be secretary of WSP for legal purposes
- keep the minutes of all meetings of the Board
- ensure that minutes of all meetings of Board committees are properly stored
- maintain the Board calendar
- keep records of all Board actions
- keep the roster of trustees, including contact information, years of service and attendance of regular Board meetings

Section 5 The Powers and Duties of the Treasurer

- be treasurer of WSP for legal purposes
- in partnership with the Executive Director calculate and keep track of the current and prospective financial position of the School
- report on the fiscal state of the School to the Board at quarterly Board meeting
- be a member of the executive committee
- chair the finance committee.

ARTICLE V. FISCAL YEAR

Section 1

The fiscal year shall run from July 1 through June 30 of each year.

ARTICLE VI. ANNUAL REPORT

The Board of Trustees shall cause to be prepared annually a report, verified by the President and Treasurer or by a majority of the Trustees, showing in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report.
- (b) The principal changes in assets and liabilities, including trust funds, during the year immediately preceding the date of the report.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

This report shall be filed with the Minutes of the Board of Trustees.

ARTICLE VII. COMMITTEES

The Board may, by resolution adopted by a majority of the Trustees at a meeting at which a quorum is present, create one or more committees, each consisting of two or more Trustees, to serve at the pleasure of the Board. Committee membership is determined by processes outlined in the governance document. Any such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board except with respect to:

- (a) Approval of any action for which requires approval of the Board or of a majority of the Board;
- (b) Filling of vacancies on the Board or in any committee which has the authority of the Board;
- (c) Amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) Amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) Appointment of committees of the Board;
- (f) Approval of any self-dealing transaction or any successor provision thereto.

ARTICLE VIII. CONFLICT OF INTEREST

Officers and Board Members are obligated to act in the best interest of the Corporation. This obligation requires that any officer or Board Member, in the performance of their organizational duties, seek only the furtherance of the Corporation's mission. A conflict of interest is defined as an actual or perceived interest by any officer or Member of the Board of Trustees in an action that results in, or has the appearance of resulting in, personal, organizational or professional gain or otherwise conflicts with their responsibility to act in the best interest of the Corporation. Officers and Board Members are prohibited from using their job title or the organization's name or property for private profit or benefit. A conflict can be financial or non-financial and can include family, friends and other related organizations.

- (a) Officers and Board Members of the Corporation should not solicit or accept gratuities, favors or anything of monetary value from contractors or vendors of the Corporation for their personal benefit.
- (b) No officers or Board Members shall participate in the selection, award or administration of a purchase or a contract with a vendor where, to their knowledge, any of the following has a financial interest in that purchase or contract:
 - The officer or Board Member;
 - Any member of the immediate family of an officer or Board Member;
 - Partners or spouses of an officer or Board Member;

- An organization in which any of the above is an officer, board member or employee;
- A person or organization that any of the above is negotiating with or has an arrangement concerning prospective employment.

Any possible conflict of interest shall be identified and disclosed by the person or persons concerned. Officers and Board Members shall follow this policy and assist in the management of the conflict of interest.

When a conflict of interest is relevant to a matter requiring action by the Board of Trustees, the interested person(s) shall bring the conflict of interest to the attention of the Board and the person shall not vote on the matter. In addition, the person(s) shall not participate in any deliberation regarding the matter under consideration. When there is a doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board, excluding the person(s) with the possible conflict of interest.

The official minutes of the meeting of the board shall reflect that the conflict of interest was disclosed and the interest person(s) did not participate in the deliberations regarding the matter or vote on the matter.

ARTICLE IX. CORPORATE INDEMNIFICATION

Section 1

Trustee Liability. Board liability insurance shall be purchased and renewed annually by the school. No Trustee shall be personally liable for monetary damages for any action taken, or failure to take any action, unless:

- (a) the Trustee has breached or failed to perform the duties of his office under Section 8363 of the Pennsylvania Director's Liability Act; and
- (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 2

Actions by Third Parties. Subject to the limitations set forth in this Article, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee, agent, or representative of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, agent, or representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any

criminal action or proceeding, had no reasonable cause to believe such a person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 3

Actions by or in Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a trustee, officer, employee, agent or representative of the Corporation, or is or was serving at the request of the Corporation as a trustee, officer, agent, employee, or representative of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for willful misconduct or recklessness in the performance of such person's duty to the Corporation unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Corporation is located, or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 4

Expenses of Successful Defense. To the extent that any person of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 2 and 3 of this Article or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

Section 5

Determination. Any indemnification under Sections 1, 2 and 3 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances, because such person has met the applicable standard of conduct set forth in Sections 1, 2, and 3. Such determination shall be made either (a) by the Board of Trustees by a majority vote of a quorum (as defined in these By-Laws) consisting of trustees who were not parties to such action, suit, or proceeding; or (b) if such quorum is not obtainable, or, even if obtainable, and a majority vote of a quorum of disinterested trustees so directs, by independent legal counsel in a written opinion.

Section 6

Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Trustees in the specific case, upon receipt of an undertaking by or on behalf of the person on whose behalf payment is to be made to repay such amount if he is not entitled to be indemnified by the Corporation unless it shall be determined ultimately that such a person is entitled to be indemnified by the Corporation.

Section 7

Insurance. Directors and Officers insurance, and other policies as required to protect trustees, officers, employees, agents, faculty, administration and others acting on behalf of the corporation from reasonable liabilities will be purchased and maintained by the corporation. Insurance coverage will be reviewed annually by the executive committee.

Section 8

Advice of Counsel. Neither the Corporation nor its trustees or officers nor any person acting on its behalf shall be liable to anyone for any determination as to the existence or absence of conduct which would provide a basis for making or refusing to make any payment under this Article or for taking or omitting to take any other action under this Article, in reliance upon the advice of counsel to the Corporation.

Section 9

Rights not Exclusive. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any agreement, vote of disinterested trustees or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The rights of indemnification provided hereunder shall continue as to a person who has ceased to be a trustee, officer, employee, agent or representative of the Corporation nor of another corporation, partnership, joint venture, trust, or other enterprise and shall inure to the benefit of the heirs and personal representative of such person.

Section 10

Procedures for Indemnification. Indemnification provided hereunder shall only be provided where the person or persons seeking indemnification have complied with the following terms and conditions:

- (a) Notice of all claims made or threatened against a person seeking indemnification shall be given promptly to the Corporation by such party;
- (b) The Corporation shall have the right to retain such counsel as it may choose in the defense of any claim for which indemnification may be sought or is being sought;
- (c) No costs, settlements, charges, or expenses shall be incurred without the consent of the Corporation, which shall not be unreasonably withheld.