

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**MOSES BROWN SCHOOL INCORPORATED**

**DATED:** \_\_\_\_\_

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**MOSES BROWN SCHOOL INCORPORATED**

**PREAMBLE**

**OUR MISSION**

**Section 1. Our Mission**

Moses Brown School Incorporated, a Friends School, exists to inspire the inner promise of each student and to instill the utmost care for learning, people, and place in accordance with the express terms of the Deed of Gift of 1816 from Moses Brown for the benefit of New England Yearly Meeting of Friends.

**Section 2. Our Queries**

Section 1. -- We believe that there is a divine presence in each person which influences our decision making, leads us to the truth, and commands our highest respect. This forms the foundation of our philosophy and core practices. We consider the virtues of simplicity, integrity, group wisdom, and the respect for differences paramount to helping students discover their mission in the world. Our philosophy and core practices seek ongoing discernment of the following queries:

**(A) Friends Education**

How do we foster personal growth, academic excellence and service to others within a stimulating learning environment that is grounded in the practice of listening with relation to time and eternity? Is there a vigorous curriculum that includes a broad offering of creative investigation in the arts, science and athletics, and seeks to promote a life strongly rooted in the Quaker principles of simplicity, peace, integrity, community, equality, and stewardship?

**(B) Leadership and Character**

Do we guide all members of the School community to become informed, compassionate and engaged global citizens, capable of taking responsibility in an ever-changing world? Do we support and encourage self-expression and fulfillment and foster personal achievement ?

**(C) Community**

Do we hold at the center of this community the regular experience of meeting for worship? Do we work to build a diverse community that respects all voices, perspectives and cultures? Does our decision-making merit our full attention, honoring the intrinsic value of each person, and connecting us in essential ways?

**(D) Reflection and Discovery**

How do we create an atmosphere that promotes active reflection and the joy of teaching and learning? Does it inspire all members of the community to accept challenges, take pride in their accomplishments, and discover their missions in the world?

**(E) Sustainability**

How are we instilling a respect for the right sharing of the earth's resources by demonstrating regard for the environment, both locally and globally?

**(F) Wellness**

Do the individual and collaborative experiences of the members of our full community develop their personal, social, physical, and socio-emotional well being and promote a healthy community and school culture?

**(G) Education of Friends**

Do we honor and fulfill the interdisciplinary and wide ranging curiosity about the world as modeled by Moses Brown and reflected in his Deed of Gift to provide a religious, moral and literary education for the qualified children of Friends in New England, many of whom live outside the Greater Providence geographical area?

### **Section 3. Relationship between New England Yearly Meeting of Friends and Moses Brown School Incorporated**

The acceptance of Moses Brown's Deed of Gift by New England Yearly Meeting of Friends commits that body in perpetuity to a concern for Friends education and the education of Quaker children and others. Accordingly, New England Yearly Meeting of Friends will be engaged with Moses Brown School Incorporated in its effort to fulfill its stated mission.

## **Article II ARTICLE I**

### **Article III NAME; OFFICE**

The non-profit corporation shall be named Moses Brown School Incorporated, and shall be known as Moses Brown School. Moses Brown School shall be referred to herein as "**Moses Brown School**" or the "**School**". The School's principal office is located at 250 Lloyd Avenue, Providence, Rhode Island 02906.

## **Article IV ARTICLE II**

### **BOARD OF TRUSTEES**

#### **Section 1. Purpose and Duties**

The Board of Trustees is the guardian of the School's mission. The primary responsibilities of the Board are to work with the head of school to set strategic direction and to serve as stewards to the School's finances to ensure that the School delivers on its mission and vision for today's students and the students of future generations. The Board hires, supports, and evaluates the head of school on annual goals, and is guided by NAIS Principles of Good Practice. The Board shall be governed by the practices of Friends, and shall conduct its business in accordance with Friends business procedure — that is, with sensitivity to the views expressed by each member and recording the approval of actions taken upon reaching a sense of the meeting.

None of the School, the Board, and any Trustee shall discriminate against any individual in accordance with the terms of the non-discrimination policy set forth in the School's Employee Handbook.

## **Section 2. Policy Manual**

A manual of the policies established by the Board shall be maintained and kept current by the Governance Committee. This document shall be made available at the principal office of the School at any reasonable time for inspection by any person requesting to see it.

## **Section 3. Number of Trustees**

The Board shall consist of not less than 20 and not more than 40 members, the exact number to be determined by the Board from year to year in accordance with these Bylaws. Moses Brown School agrees to be in relationship with the New England Yearly Meeting of Friends in an effort to fulfill its stated mission. Not less than one-third of the Board shall consist of Friends chosen in accordance with Article II, Section 4 herein.

## **Section 4. Nomination and Appointment**

All members of the Board shall be appointed by the Board, selected from a pool of nominees who have served on a Board Committee, or in another significant volunteer capacity for the School, for at least one year, and such members shall be selected in a manner consistent with the practices and philosophy of Friends, solely at the discretion of the Board, from candidates nominated as follows:

- (i) The Governance Committee of the Board shall recommend select nominees to the Board, making such selection from the list of nominees provided by New England Yearly Meeting of Friends Permanent Board, as provided in paragraph (ii) below, as well as from a list of such names that it may develop on its own initiative for the two-thirds of the Board not required to be Friends;
- (ii) New England Yearly Meeting of Friends Permanent Board shall select, upon joint recommendation from the New England Yearly Meeting Nominating Committee, the Governance Committee, and the Committee on Nurturing Friends Education, nominees who are Friends to the Board. The nominees so chosen shall include enough Friends that one-third of the Board may be chosen from their number. A list containing the names of all such nominees then shall be submitted to the Governance Committee of the Board for its consideration; and

- (iii) New England Yearly Meeting of Friends Permanent Board may also suggest non-Friends for consideration by the Governance Committee of the Board. In collaboration with the New England Yearly Meeting of Friends Nominating Committee, the Governance Committee and Committee on Nurturing Friends Education may suggest Friends from outside New England Yearly Meeting to New England Yearly Meeting of Friends Permanent Board for consideration as Friends to be nominated by New England Yearly Meeting of Friends Permanent Board.

## **Section 5. Vacancies**

Vacancies on the Board, occurring other than at the completion of a member's term, may be filled for the balance of that member's term by a nominee jointly recommended by the Executive Committee and the Governance Committee of the Board. Such appointment shall extend until the end of the unexpired term; *provided, however*, that if such member is a Friend who is necessary to satisfy the required one-third membership of Friends on the Board, the Executive Committee shall ask the Governance Committee to provide a nominee or list of nominees selected by the New England Yearly Meeting of Friends, as provided in Section 4 above, from which selection the Executive Committee shall fill the vacancy for the balance of said term.

## **Section 6. Ex-Officio Members**

In addition to Members duly appointed in accordance with the terms of these Bylaws, each of the following positions shall be *ex-officio* members of the Board: the Head of School; the Clerk or such other member duly appointed by the Alumni Association of the School; the Clerk of the New England Yearly Meeting or the Clerk of the New England Yearly Meeting Permanent Board, and as determined by them.

## **Section 7. Terms for Trustees and Officers**

- (a) Trustees shall serve for an initial term of three years. No person shall serve more than two consecutive three-year terms except that a Trustee serving as an officer of the Board may continue to serve as a Trustee for as long as such person is holding

such office, but, other than if serving as Clerk, not to exceed an aggregate of nine (or 12 for Clerk) consecutive years of service on the Board. Any Trustee may be re-appointed for up to two additional three-year term(s) after one year has elapsed since the expiration of their last term.

(b) Officers

(i) With the exception of the Clerk, the term of office for an Officer shall be one year, provided that no person shall serve more than six consecutive one-year Officer terms or nine consecutive Trustee service years.

(c) The Clerk shall serve for an initial term of three years. After the completion of the Clerk's first three-year term as Clerk, the Clerk may serve an additional consecutive three-year term.

**Section 8. Staggered Terms**

To the extent reasonably possible, the terms shall be staggered so that each year approximately one third of the Board members shall reach the end of their three-year terms.

**Section 9. Meetings**

The Board shall hold an annual meeting at such time as the Board or its Executive Committee shall decide, at such time and place as it shall determine from time to time. There shall also be not fewer than four regular meetings during the school year, to be held at such time and place as the Board may determine.

Other meetings of the Board may be called by the Clerk or the Secretary or upon the request of five members of the Board, to be held in the State of Rhode Island, and for such purpose as shall be stated in the call and notice of such meeting.

Consistent with Quaker practices, it is the expectation that Members of the Board attend meetings in person in order to allow the spiritual energy created by attendees to lead the decision-making process. Nevertheless, the School recognizes that it is impractical to expect all members of the Board to attend all meetings and understands that situations may arise in which the Board would benefit from the involvement of members who are not physically present but who are able to participate in the School's governance work by remote means. For the purposes of holding a meeting, the Clerk of the Board may allow one or more Board members to participate in a meeting

without being present, provided there is a quorum present in person. For the purposes of joining in discernment and decision making, there shall be no distinction between in-person and remote Members.

#### **Section 10. Quorum**

At all meetings of the Board, 13 members physically present shall constitute a quorum for the transaction of any business, but if less than a quorum is physically present, any smaller number may postpone a meeting from time to time with notice of such postponed meeting being given as set forth in Section 11 of Article II below.

#### **Section 11. Notice**

The Secretary shall cause notice of the time and place of each meeting to be given to each Trustee not less than three business days prior thereto. Insofar as practical, the notice of the meeting shall contain an agenda and copies of reports or other documents concerning matters to be considered and acted upon at the meeting. Notice of a meeting need not be given to any Board member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

#### **Section 12. Resignation and Removal**

A Board member may resign at any time by giving written notice to the Clerk or to the Secretary. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. A Board member may be removed from service by the Board after due consideration and opportunity to be heard.

#### **Section 13. Prohibition of Compensation**

The members of the Board shall receive no compensation for their services.

### **Article V ARTICLE III**

### **Article VI OFFICERS**

#### **Section 1. Enumeration**



There shall be the following officers of the Board: Clerk (including any Co-Clerk or Co-Clerks), Assistant Clerk, Secretary, Treasurer, Friends Coordinator, and such other individuals as the Board may designate, all of whom shall be members of the Board. All such officers shall be appointed annually by the Board, with the exception of the Clerk, whose term shall be as described in Section 7(b) of Article III and (ii) the Friends Coordinator, who shall be appointed as described in Section 6 of this Article III. The officers shall perform the usual duties pertaining to their offices and shall serve until their respective successors are duly appointed.

## **Section 2. Clerk**

The Clerk, the presiding officer of the Board, shall be responsible for the execution of all procedures and meetings required by these Bylaws, and shall preside at all meetings of the Board and of the Executive Committee. The Clerk shall also perform such other duties and have such other authority as may from time to time be assigned to or conferred by the Board.. It is the expectation that the Clerk will provide the Executive Committee of the Board with not less than 6 months' prior notice of their desire to step down as Clerk, during which period of time the Board will select a successor Clerk who may serve as Assistant Clerk prior to assuming the responsibilities of Clerk.

## **Section 3. Assistant Clerk**

In the absence or disability of the Clerk, the Assistant Clerk shall have all the powers and perform all the duties of the Clerk, and shall otherwise perform such other duties and have such other authority as may from time to time be assigned or conferred by the Board.

## **Section 4. Treasurer**

The Treasurer shall serve on the Strategic Finance and Operations Committee and may serve as Clerk thereof. In conjunction with the Chief Financial Officer of the School, the Treasurer shall keep or cause to be kept complete and accurate books of account, including a balance sheet, income statement and cash flow statement updated quarterly. The Treasurer shall present annually to the Board, or more frequently if requested, a statement showing the condition of the School's finances. Said books of account, papers and financial documents shall be kept in the custody of the School, as set forth in Section 2 of Article XII of these Bylaws, unless otherwise provided by the Board.

The Treasurer shall also perform such other duties and have such other authority as may from time to time be assigned or conferred by the Board.

#### **Section 5. Secretary**

The Secretary of the Board shall be responsible for recording the proceedings and preparing or supervising the preparation of the minutes of the Board meetings for approval by the Board of Trustees, maintaining and authenticating the records of the School and performing such other duties as may be assigned by the Clerk or Board of Trustees. The Secretary shall send out or cause to be sent out notices of the meetings as required by these Bylaws.

#### **Section 6. Friends Coordinator**

The Friends Coordinator, selected by the members of the Board who are Friends, shall have the following duties:

- (A) to serve as a member of the Executive Committee of the Board;
- (B) to sign all diplomas on behalf of the New England Yearly Meeting of Friends;
- (C) to serve as a Friendly sounding board for the School in matters relating to Friends practices; and
- (D) to perform such other duties as are provided in these Bylaws.

#### **Section 7. Vacancies**

Vacancies of an officer position other than the Friends Coordinator occurring other than by the completion of an officer's term may be filled for the balance of that officer's term by the Executive Committee of the Board. A vacancy of the position in the Friends Coordinator occurring other than by the completion of the Friend's Coordinator's term may be filled for the balance of the Friend's Coordinator's term by the members of the Board who are Friends. Such appointments shall extend until the end of the unexpired term.

#### **Section 8. Resignation and Removal**

An officer may resign at any time by giving written notice to the Clerk. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. An officer may be removed from office by the Board after due consideration and opportunity to be heard..

## **Section 9. Other Officers**

The Board may from time to time create and appoint additional officers with such authority and duties as the Board confers.

## **Article VII ARTICLE IV**

## **Article VIII COMMITTEES**

### **Section 1. General Provisions**

Unless otherwise indicated in these Bylaws, a current Board member shall chair each standing committee for a term of one year and current or former Board members shall comprise a majority of the members of each standing committee. Members of standing committees are appointed for one-year terms, and the Board shall have the right, from time to time and in its sole discretion, to establish limits on the number of terms or consecutive terms a committee member may serve for all committees other than the Committee on Nurturing Friends Education at Moses Brown School, but only so long as such term limits apply equally to Quaker and non-Quaker committee members. Any limits on the number of terms or number of consecutive terms to be served by the members of the Committee on Nurturing Friends Education at Moses Brown School may be set only by the mutual consent of the Board and the New England Yearly Meeting Permanent Board. The Clerk of the Board may, at the Clerk's discretion, call an executive session of the entire Board or of any committee to be attended by only the current Board members. The members of each committee shall include at least one Friend if there is a Friend willing and able to serve. The Board shall, however, do its best to appoint at least two Friends to each committee.

### **Section 2. Executive Committee**

The Executive Committee of the Board shall consist of the Clerk, Assistant Clerk, Treasurer, and Secretary of the Board, as well as the Head of School, the Friends Coordinator, and such at-large current Board members approved by the Board on the nomination of a panel consisting of the Clerk, the Head of School, and the Friends Coordinator. At least two members of the Executive Committee shall be Friends. The term of office of any at-large member of the Executive Committee shall be one year. To the extent possible the terms of at-large members shall be staggered, such that in any given year there shall be some continuity in at-large members from the prior year. The Clerk of the Board shall be the Clerk of the Executive Committee. The Executive Committee shall,

between meetings of the Board, have all the powers and perform all the duties of the Board. All actions taken by the Executive Committee shall be reported to the Board no later than at its next meeting. The Executive Committee, when it becomes necessary to seek a new Head of School for the School, shall appoint a Search-and-Screen Committee. The Search-and-Screen Committee, of which at least 30 percent shall be Friends selected from a list submitted by the New England Yearly Meeting of Friends Permanent Board, shall report its recommendations to the Executive Committee for its action and recommendation to the Board for final approval. In the event that New England Yearly Meeting of Friends Permanent Board is unable to provide such list within 30 days after request therefor, the Committee on Nurturing Friends Education shall work with the Friends Coordinator to provide the Executive Committee with such list.

### **Section 3. Governance Committee**

There shall be a Governance Committee of the Board. This committee shall be charged with 1) nominating and orienting new Board and committee members, officers and clerks of committees, including orientation to an understanding of Quaker business practice; 2) fostering individual and whole Board growth by providing education, information, and enrichment opportunities; 3) reviewing the Bylaws and policies of the School; 4) evaluating the Board's performance; and 5) assisting the Clerk of the Board on such special projects as assigned. The members of the Governance Committee shall be nominated by the Head of School, the Clerk of the Board, and the Friends Coordinator, and approved by the Board. All members shall be current or former Board members and a majority shall be current Board members. At least one from member of the Governance Committee shall be a Friend.

### **Section 4. Committee on Nurturing Friends Education at Moses Brown School**

There shall be a Committee on Nurturing Friends Education at Moses Brown School. The purpose of this committee is to support the Friends faith and practice of Moses Brown School. The work of this committee shall be concerned with nurturing the spiritual base of the School, fostering strong relationships between New England Yearly Meeting of Friends and Moses Brown School, helping the School explore and deepen its Quaker values and best practices in Friends Education, and such other matters as this committee and New England Yearly Meeting of Friends shall agree upon from time to time. The committee will consider concrete ways that it can support and share

the developments in Friends education at Moses Brown School. The committee will support the School's work to identify children of Quaker families and encourage them to apply. The committee will support the School's efforts to ensure that current Moses Brown families, faculty, and staff, who are drawn to the Quaker aspect of the School, are given opportunities to deepen their connections to Friends faith and practice. The committee will support the Head of School in stewarding the School's membership renewal process for the Friends Council on Education.

This committee shall be the joint responsibility of the Board and New England Yearly Meeting. The committee will maintain an equal number of members appointed by New England Yearly Meeting and the Board of Moses Brown School, respectively. There will be at least 12 regularly appointed members and two *ex-officio* members. At least six members will be nominated by this committee and appointed by the New England Yearly Meeting Permanent Board for staggered three-year terms not to exceed six consecutive years for any member, and one *ex-officio* position filled by either the Clerk of New England Yearly Meeting or the Clerk of the New England Yearly Meeting Permanent Board. At least six members will be appointed by the Board, no fewer of two of whom shall be current Board members, for staggered three-year terms not to exceed six consecutive years for any member, and will include the Head of School and the Director of Friends Education, with one *ex-officio* position filled by the Clerk of the Board. The Clerk of this committee shall be nominated by its members, working with the Providence Friends Meeting liaison and the Friends Coordinator, with the final approval by the New England Yearly Meeting Permanent Board. This committee shall meet at least five times per year.

## **Section 5. Strategic Finance and Operations Committee**

There shall be a Strategic Finance and Operations Committee of the Board. This committee shall make financial recommendations to the Board, as it deems appropriate, including recommendations as to insurance matters. In particular, it is responsible for the creation of the annual budget in consultation with the Head of School, for submitting it to the Board for approval, and for monitoring actual income and expenses. It shall also select an independent auditor and

present an annual audit to the Board. This committee may, but need not, be clerked by the Treasurer of the Board.

## **Section 6. Investment Committee**

There shall be an Investment Committee which is a sub-Committee of the Strategic Finance and Operations Committee. This committee shall oversee the management and investment of endowments and other invested funds owned by or operated for the benefit of the School and shall meet at least twice a year and present a report to the Board annually. This committee shall be composed of at least three members, at least one of whom shall be a Friend with knowledge of Friends' investment policies and practices. The Clerk of the Investment Committee shall be a member of the Board's Strategic Finance and Operations Committee.

This committee's investment practices shall be guided generally by a philosophy of social responsibility, and specifically by the investment policy approved by the Board on April 15, 1986 and New England Yearly Meeting of Friends of August 18, 1986, as the same may be amended, modified or restated from time to time. Please see the document [Social Responsibility](#).

## **Section 7. Infrastructure and Technology Committee**

There shall be an Infrastructure and Technology Committee which is a sub-Committee of the Strategic Finance and Operations Committee. This committee shall be concerned with the School's physical plant and grounds, and technology including, but not limited to, formulation of long-range plans for the campus and facilities and the regular maintenance, preservation, and renovation of campus property and infrastructure, including technological.

## **Section 8. Additional Standing Committees; Ad Hoc Committees**

The Board may create such additional standing committees as it determines from time to time.

Ad Hoc committees may be formed by the Clerk or the Head of School.

## **Section 9. Committee Meetings**

The Executive Committee shall meet at least four times a year, and may meet more often, as shall be determined by the Clerk of the Board or by consensus of the members of the committee, at

such time and place as it shall determine. No notice shall be necessary for Executive Committee meetings. Meetings of all other committees, of which no notice shall be necessary, shall be held at such time and place as shall be fixed by the Clerk of the Board or the Clerk of the committee or by consensus of the members of the committee. Committee members may participate in any meeting by means of a telephone or video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

#### **Section 10. Alternate Members**

Subject to the provisions of these Bylaws which impose requirements for the composition of a particular committee, the Board may designate one or more Board members as alternate members of the Executive Committee or of any standing committee of the Board, who may replace any absent member or members at any meeting of such committee.

### **Article IX ARTICLE V**

#### **Article X HEAD OF SCHOOL**

The Head of School will be responsible for the overall operation of the School in a manner consistent with the School's mission, its long-range plan and the policies of the Board, all as the same may be in effect from time to time. The Head of School will be responsible for all programs, academic and other; personnel (including selection, assignment, transfer, promotion, and termination of all other Moses Brown School employees); fiscal and business management. The Head of School will report to the Board.

### **Article XI ARTICLE VI**

#### **Article XII FISCAL YEAR**

The fiscal year of the School begins July 1 and ends June 30.

### **Article XIIIARTICLE VII**

#### **Article XIV AUTHORIZED SIGNATURES**

(a) Annual Authorization for Budgeted Transactions: The Clerk and the Treasurer of the Board will designate each year, by written instrument, specific Board members and staff positions,

including but not limited to the Chief Financial Officer (CFO), Controller, and Head of School, who shall be authorized to execute financial and legal documents and transactions that are within the approved scope and amounts of the annual budget adopted by the Board. The Clerk and CFO shall maintain a record of these annually authorized individuals and their respective scopes of authority. Electronic signatures are acceptable in accordance with applicable law and the Moses Brown School's financial policies.

(b) Case-by-Case Authorization for Non-Budgeted and Significant Transactions: Any financial or legal document or transaction that is separate from the approved annual budget, or that exceeds twenty-five thousand dollars (\$25,000), shall require specific authorization by Clerk and Treasurer of the Board on a case-by-case basis, unless otherwise explicitly provided in these bylaws.

(c) Responsibility for Effective Controls: All individuals authorized to execute financial and legal documents and transactions, whether through annual designation or case-by-case authorization, are responsible for ensuring that effective internal controls consistent with industry standards and the Moses Brown School's financial policies are in place and followed for all spending, including routine payables. These controls shall be subject to review as part of the annual audit of the Moses Brown School's financial records.

(d) Consistency with Financial Policies: The authorizations granted in this section shall be exercised in a manner consistent with the Moses Brown School's established financial policies and procedures, as adopted and amended by the Board.

(e) Regular Review: The Board shall periodically review this Section and the related financial policies to ensure their continued relevance and effectiveness.



## **Article XV ARTICLE VIII**

### **Article XVI INDEMNIFICATION**

#### **Section 1. Agreement of School**

In order to induce the Board members and officers of the School to serve as such, the School adopts this Article VIII and agrees to provide the Board members and officers of the School with the benefits contemplated hereby.

#### **Section 2. Acceptance**

This Article VIII will apply, and the benefits hereof will be available, to each Board member and officer of the School who, by accepting his or her respective position and serving on behalf of the School, will be deemed to have accepted the provisions of this Article VIII and agreed to abide by the terms contained herein.

#### **Section 3. Definitions**

As used in this Article VIII, the following terms will have the following respective meanings:

**“Covered Act”** means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the School and while serving as such or while serving at the request of the School as a member of the governing body or officer of another school, partnership, joint venture, trust, or other enterprise.

**“Disinterested Board Member”** means a Board member without a direct or indirect personal interest in the outcome of the Proceeding, or who is a party to such Proceeding concerning which indemnification is sought.

**“Duty of Care”** means that the Indemnified Person discharges his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

**“Duty of Loyalty”** means that the Indemnified Person, when making a decision or acting on behalf of the School, shall be faithful and dedicated to the School’s mission as set forth in the Preamble to these Bylaws, shall place the interests of the School above personal or conflicting interests and shall act solely in the best interest of the School.

**“Excluded Claim”** has the meaning set forth in Section 6 of this Article VIII.

**“Expenses”** means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person by a third party (i.e., a party other than the School or one of its affiliated entities) for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

**“Indemnified Person”** means any current or former Board member or officer of the School who accepts or accepted election or appointment as a Board member or officer and agrees or agreed to serve as such in the manner provided in Section 2 of this Article VIII.

**“Loss”** means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person by a third party (i.e., a party other than the School or one of its affiliated entities) for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

**“Proceeding”** means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

#### **Section 4. Indemnification**

Subject to the exclusions hereinafter set forth, the School will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses incurred by the Indemnified Person in the defense of any Proceeding involving a Covered Act (excluding any Excluded Claims) to the full extent permitted by the laws of the State of Rhode Island now or hereafter in force.

#### **Section 5. Advance Payment of Expenses**

The School will pay the Expenses of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any Board members’ and officers’ liability insurance (or equivalent insurance known by another terms) maintained by the School. The advance payment of Expenses will be subject to the Indemnified Person’s first agreeing in writing with the School to

repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these Bylaws.

#### **Section 6. Exclusions**

The School will not be liable to pay any Loss or Expenses under the following circumstances (each, an “**Excluded Claim**”):

(A) if a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the School (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person’s Duty of Care or Duty of Loyalty to the School; (ii) acts or omissions which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

(B) if a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

#### **Section 7. Notice to the School; Insurance**

Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the School under these Bylaws, notify the Clerk thereof. Failure to promptly notify the School will not adversely affect the Indemnified Person’s right to indemnification hereunder unless, and only to the extent that, the School is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the School has any Board members’ and officers’ liability insurance in effect, the School will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The School will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

#### **Section 8. Indemnification Procedures**

**(A)** Payments on account of the School's indemnity against Loss will be made by the Treasurer of the School except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the School so determines that the Loss results from an Excluded Claim (although no such determination is required by the School hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

**(i)** by the Board by a consensus of a quorum consisting of Disinterested Board Members; or

**(ii)** if a quorum cannot be obtained for purposes of clause (i) of this Subsection (A), then by consensus of a committee of the Board duly designated to act in the matter by a consensus of the Board (in which designation trustees who are parties to the Proceeding may participate) consisting solely of three or more Disinterested Board Members; or

**(iii)** by independent legal counsel designated: (a) by the Board in the manner described in clause (i) of this Subsection (A), or by a committee of the Board established in the manner described in clause (ii) of this Subsection (A), or (b) if the requisite quorum of the Board cannot be obtained therefore and a committee cannot be so established, by a consensus of the Board (in which designation Board members who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this Subsection (A) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

**(B)** Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the School except if, in the specific case, a determination is made pursuant of Section 8(A) of this Article VIII above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

**(C)** The School will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the School would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article VIII. The School will be subrogated to the rights of

such Indemnified Person to the extent that the School has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

#### **Section 9. Settlement**

The School will have no obligation to indemnify the Indemnified Person under this Article VIII for any amounts paid in settlement of any Proceeding effected without the School's prior written consent. The School will not unreasonably withhold or delay its consent to any proposed settlement. If the School so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrebuttably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the School reasonably withholds its consent solely on the ground that the Proceeding involves an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the School, without prejudice to the Indemnified Person's rights to indemnification in the event the School does not ultimately prevail on the issue of whether the Proceeding involves an Excluded Claim.

#### **Section 10. Rights Not Exclusive**

The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of Disinterested Board Members or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the School as an Indemnified Person.

#### **Section 11. Enforcement**

The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 8 of this Article VIII.

In the event that any action is instituted by the Indemnified Person under these Bylaws, the Indemnified Person will be entitled to be paid all court costs and Expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

## **Section 12. Successor and Assigns**

The provisions of this Article VIII will be (i) binding upon all successors and assigns of the School (including any transferee of all or substantially all of its assets) and (ii) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

## **Section 13. Amendment**

No amendment or termination of this Article VIII which is adverse to the interests of an Indemnified Person will be effective as to such Indemnified Person without prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

## **Section 14. Directors and Officers Liability Insurance**

The School shall maintain at all times, so long as it is commercially reasonable to do so, a directors and officers liability insurance policy in such amounts and with such coverages as determined by the Executive Committee from time to time.

# **Article XVII      ARTICLE IX**

## **DISSOLUTION**

Upon dissolution of the School the officers shall, after paying or making provision for payment of all liabilities of the School, dispose of all of the assets of the School exclusively to such organization or organizations organized and operated as shall at the time qualify as an exempt organization or organizations under Sec. 501 (c) (3) of the Internal Revenue Code 1954, as amended (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine in consultation with the New England Yearly Meeting Permanent Board or its successor. Any such assets not so disposed of shall be disposed of by the Superior Court of the County in which the principal office of the School is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated for such purposes. Notwithstanding the foregoing, any assets of the School which were transferred to the school by New England Yearly Meeting in connection with the formation of

Moses Brown School Incorporated shall be transferred back to New England Yearly Meeting upon a dissolution of the School.

## **Article XVIII      ARTICLE X**

### **CONFLICTS OF INTEREST**

#### **Section 1.      Definition of Conflict of Interest**

A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence School actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any member of his immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals); or (c) any organization in which such individual and/or an immediate family member is a director, trustee, officer, or has a direct or indirect ownership interest of more than 10 percent. Service as a director, trustee or officer of another not-for-profit entity with an exclusively charitable, educational or governmental purpose and exempt from taxation will not, in and of itself, create a conflict of interest; however, there may be situations when a conflict nevertheless arises because of such service and such conflict must be disclosed as required under these Bylaws.

#### **Section 2.      Required Disclosures**

**(A)** Board members and officers, upon assuming office and at least annually thereafter, shall disclose to the Governance Committee all significant affiliations (as director, trustee, officer or owner with a direct or indirect interest of more than 10 percent) of any entity with which the School has done business within the past two years, is currently doing business, or may reasonably be expected to do business within the next one year. A Board member or officer shall also disclose to the Governance Committee any such affiliation as soon as possible after learning of it.

**(B)** Employees of the School with a potential conflict of interest in a particular matter shall promptly and fully disclose the conflict to his or her supervisor.

#### **Section 3.      No Participation on Behalf of the School**

No individual shall participate in any act or process to approve or enter into any transaction presenting a conflict of interest involving that individual. This includes, but is not limited to, engaging in any debate, decision, vote or document execution at, for, or on behalf of the School;

provided, however, debating issues is expressly permitted notwithstanding the existence of a conflict of interest so long as such conflict is verbally disclosed to the applicable meeting prior to engaging in such debate and is documented and contemporaneously recorded in minutes of such meeting.

#### **Section 4. Approval of Contracts and Transactions Involving Potential Conflicts of Interest**

No officer or other individual who is otherwise authorized to execute any contract or enter into any transaction on behalf of the School shall do so with knowledge that it presents a conflict of interest not yet resolved by application of the procedures set forth below.

**(A)** If a proposed contract or transaction presents an actual or potential conflict of interest involving a Board member or officer, then that proposed contract or transaction must be submitted to the Executive Committee, which shall review its terms and determine if they are fair and reasonable to the School and otherwise consistent with the best interests of the School. Fairness includes, but is not limited to, that the School pay no more than fair market value for any goods or services which the School receives and the School receive no less than fair market value for any goods or services that it provides. Such determinations shall be made on the basis of appropriate data as to comparability. No contract or transaction presenting a conflict of interest shall be entered into unless and until the Executive Committee has approved it as being fair to the School and in the School's best interests.

The Executive Committee shall document and contemporaneously record in its minutes the basis for its decision to approve any contract or transaction involving a conflicts of interest. The Executive Committee may set conditions as part of its approval of contracts or transactions.

**(B)** If a proposed contract or transaction presents an actual or potential conflict of interest involving any employee who is not also a Board member or officer, then any supervisor or other person who is aware of the potential conflict shall bring the conflict to the attention of the Clerk, who in turn shall determine, in consultation with School's legal counsel as needed, whether the application of Section 3 of this Article X is sufficient to resolve the conflict of interest or whether it should be submitted to the Executive Committee for review in the manner provided for conflicts involving Board members and officers. The Executive Committee will make this



determination on the basis of whether the degree of influence the employee has over the affairs of the School, or a discrete portion of it, is sufficient to merit such a review.

#### **Section 5. Report to Full Board**

The Clerk shall report to the full Board at least annually concerning conflicts of interest that have been disclosed and contracts and transactions involving conflicts that have been approved.

### **Article XIX ARTICLE XI**

#### **Article XX AMENDMENT OF BYLAWS**

These Bylaws may be altered or amended by the affirmative action of the Board, a quorum being present, at a regular, special, or annual meeting of the Board, *provided* that the notice of such meeting shall contain a statement of the proposed alteration or amendment, and *provided further* that any amendment affecting any provision in the Preamble, Article I or any provision affecting the number, proportion, or manner of selection of Friends required in the composition of the Board, the Executive Committee, any Search-and-Screen Committee established to select a new Head of School, the Governance Committee or the Strategic Finance and Operations Committee, or affecting any provision in Sections 4 and 8 of Article IV regarding the Committee on Nurturing Friends Education at Moses Brown School and the Investment Committee, respectively, or affecting the manner of selection or the duties and prerogatives of the Friends Coordinator, or affecting the manner in which meetings shall be conducted as set forth in the first paragraph of Section 1 of Article II and in the third paragraph of Section 9 of Article II hereof, or affecting any provision of this Article XI, shall become effective only after approval by the New England Yearly Meeting of Friends at Sessions or through its Permanent Board (it being understood, *however*, that any limit on terms served by committee members imposed by the Board as described in Section 1 of Article IV above shall not be deemed an amendment to these Bylaws requiring the approval of the New England Yearly Meeting of Friends at Sessions or through its Permanent Board except for any such limit which may apply to the Committee on Nurturing Friends Education at Moses Brown School).

## **Article XXI ARTICLE XII**

### **Article XXII MISCELLANEOUS**

#### **Section 1. Effective Date**

The original Bylaws went into effect on May 13, 2010. Any amendments shall go into effect immediately upon their adoption by the Board and, if required by Article XI, the approval by the New England Yearly Meeting of Friends at Sessions or through its Permanent Board.

#### **Section 2. Books and Records**

Except as otherwise provided by Section 2 of Article II of these Bylaws, there shall be kept at the principal office of the School: (1) correct and complete books and records of account; (2) minutes of the proceedings of the Board and the Executive Committee; (3) a current list of the Board members and officers of the School and their residence addresses; (4) a copy of these Bylaws; (5) a copy of the Policy Manual; (6) a copy of the School's application for recognition of exemption with the Internal Revenue Service; and (7) copies of the past three years' information returns to the Internal Revenue Service.

#### **Section 3. Severability**

If any one or more of the provisions of these Bylaws is determined by a court to require the School to perform an act which is in violation of applicable law, or to fail to perform an act in order to avoid a violation of law, such provision(s) shall not affect any other provision of these Bylaws and these Bylaws shall be construed and enforced as if such provision(s) had not been contained therein.

## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, hereby certify that (i) as a member of the Board of Trustees, I am designated and authorized by the Board to serve as Secretary, and (ii) in accordance with the applicable notice, approval and other procedural provisions of Article XI of the Amended and Restated Bylaws of Moses Brown School Incorporated Dated September 10, 2021, the above Amended and Restated Bylaws of Moses Brown School Incorporated were duly adopted at the regular meeting of the Board of Trustees of Moses Brown School Incorporated held on \_\_\_\_\_.

By: \_\_\_\_\_

Name:

Title: Secretary

I, Jane Ritson-Parsons, as Clerk of the Board of Trustees, do hereby certify, on behalf of Moses Brown School Incorporated that the above-referenced Board member, \_\_\_\_\_, on the effective date hereof and for all purposes pertaining to the business of the Board of Trustees conducted at its regular meeting held on \_\_\_\_\_, is the duly elected or appointed, qualified and acting Secretary of Moses Brown School Incorporated and that the signature set forth above is the genuine signature of such officer.

By: \_\_\_\_\_

Name: Jane Ritson-Parsons

Title: Clerk