



**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**DALLAS INTERNATIONAL SCHOOL**

**A Texas Non-Profit Corporation**

**July 10, 2024**

## **PREAMBLE**

These Amended and Restated Bylaws (these “Bylaws”) of The Dallas International School (“DIS” or the “School”) are subject to, and governed by, the Texas Business Organizations Code (the “TBOC”) and the School’s Articles of Incorporation (the “Certificate”). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the TBOC or the provisions of the Certificate of the School, such provisions of the TBOC or the Certificate, as the case may be, will be controlling.

### **I. NAME**

The name of the corporation is Dallas International School. The corporation is referred to in these Bylaws as “DIS” or the “School”.

### **II. PRINCIPAL OFFICE**

The School’s principal office shall be at 17811 Waterview Parkway, Dallas, Texas 75252, or at such other place as the Board of Trustees may select by resolution or amendment of the Bylaws.

### **III. PURPOSES**

#### **A. Mission Statement**

Our mission as a community is to inspire students to become multilingual global citizens who pursue a lifelong journey of discovery and action where the quest for deep academic knowledge and an appreciation of world cultures contribute to the advancement of humanity.

#### **B. Goals**

The goals of the School shall be (i) to provide an enriched, multilingual curriculum in a multicultural environment for students of all nationalities, (ii) to provide a linguistic gateway for children to become future leaders in Dallas and in the global marketplace, and (iii) to prepare its students to earn a French Baccalaureate or an International Baccalaureate diploma with the intention being to prepare them to apply for admission to universities throughout the world. To further these purposes, DIS shall endeavor to (1) stimulate interest in the multicultural curriculum it offers, (2) improve and promote the social welfare of all of its students, and (3) provide its students with instruction in a nurturing, safe, dignified and honest environment.

### C. Non-Profit Corporation

The School operates and shall continue to operate as a non-profit corporation, and shall maintain its status as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and as a publicly supported organization described in Section 170(b)(1)(a)(ii) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered. is organized solely for the non-profit purposes set forth in the Certificate. No substantial part of the activities of the School shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation, and the School shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Bylaws, the School shall not carry on any other activities not permitted to be carried on (i) by an entity exempt from federal income tax under Section 501(c)(3) of the Code , or the corresponding provision of any future United States internal revenue law, or (ii) by an entity, contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding provision of any future United States internal revenue law.

## IV. **BOARD OF TRUSTEES**

### A. Responsibilities and Powers

The management of the School's affairs is to be vested in the Board of Trustees. The primary responsibility of the Board of Trustees is to ensure and protect the long-term welfare and interests of the School and its mission. The members of the Board of Trustees (collectively, the "Board", and individually, a "Trustee") shall have authority over the powers of DIS and do all such lawful acts and things as are not prohibited by the TBOC, the Certificate and these Bylaws.

The Board may, in its discretion and consistent with these Bylaws, delegate authority as to particular matters to any officers, committees appointed by the Board, or other individuals designated by the Board, so long as the affairs of the School are ultimately managed by the Board.

Without limiting the foregoing, the Board will be responsible for conducting an annual review of the School's Head of School (the "Head of School") and reporting the results of that review to the School's accrediting organization as the Board may deem appropriate.

### B. Number of Trustees

The number of Trustees of the School shall be no fewer than five (5) nor more than twenty-one (21). The Board shall fix the exact number of Trustees, within these limits, by resolution or amendment of these Bylaws. As of the date of these Bylaws, the number of Trustees was fixed at eleven (11).

C. Ex-Officio Trustees

The Board may from time to time appoint one or more other individuals to serve as ex-officio members of the Board. Such ex-officio trustees shall be entitled to attend and participate in all meetings and deliberations of the Board; provided, however, ex-officio Trustees shall be non-voting Trustees. Such non-voting ex-officio Trustees shall be entitled to attend and participate in all meetings and deliberations of the Board, but they shall not be entitled to any vote nor shall they be included in calculating the number of Trustees, count towards meeting quorums or count in Trustee participation in financial support of the School.

D. Election of Trustees

1. Election and Term

a. The Trustees shall be elected by the Board pursuant to the Nominations and Elections Policy, as such policy may be amended from time to time by the Board (the "Nominations and Elections Policy").

b. Each Trustee shall hold office for a term of three (3) years, or until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal. Trustees may serve a maximum of two (2) consecutive terms, except where a Trustee has been elected to hold one of the officer positions and he or she has already served two consecutive three (3) year terms. In such cases, the Trustee may continue to serve on the Board until the conclusion of the then-current term as an officer. An individual who has previously served as a Trustee may return to the Board after a one-year absence from the Board. A year for purposes of the term of Trustee shall be based upon a school year. Trustees need not be residents of Texas.

c. Any vacancies in the Board shall be filled in accordance with the procedure set forth in the Nominations and Elections Policy. A Trustee elected to fill a vacancy shall be elected to fill the unexpired term of his or her predecessor in office. In case of any increase in the number of elected Trustees, the additional Trustees shall be elected as set forth in accordance with the Nominations and Elections Policy.

d. No Compensation. Trustees shall receive no compensation or remuneration for serving on the Board, other than reimbursement, upon presentation of proper supporting documentation, of actual expenditures incurred on behalf of the School in accordance with the School's reimbursement policy then in effect. Trustees shall not be disqualified for receiving reasonable compensation for services rendered to or for the benefit of DIS in any other capacity.

2. Interested Persons. Not more than forty-nine percent (49%) of the persons serving on the Board may be interested persons (as defined below). For purposes hereof, an

“interested person” is: (i) any parent of a currently enrolled student at the School, (ii) any person currently being compensated by the School for services rendered to it within the previous twelve (12) months, whether as an independent contractor or otherwise; or (iii) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law of any such person described in (i) or (ii) above. Except as otherwise provided in these Bylaws, no current DIS employee may serve as a member of the Board except in an ex-officio capacity approved by the Board. If (1) a Trustee becomes an interested person during such Trustee’s tenure on the Board, and (2) such change of status increases the number of interested persons to greater than forty-nine percent (49%) of the entire Board, then such Trustee shall be deemed to have resigned from the Board, effective as of the date such Trustee became an interested person.

E. Removal of Trustees

1. At any meeting of the Board called expressly for that purpose, any Trustee may be removed, with or without cause, by the vote of a majority of the voting Trustees present at a meeting called for such purpose; provided, however, that the quorum required for the removal of a Trustee shall be two-thirds of the whole Board.
2. Subject to the requirements set forth in Article IV, Section B. and subject to waiver by the President or the Board, any Trustee who is a resident of the State of Texas who fails to attend, in person or by conference call, during a single three-year term of office, three of any four consecutive regular meetings of the Board shall be deemed to have resigned as a Trustee, and the resignation accepted, effective as at the end of the third meeting so missed.

F. Resignation by Trustee

A Trustee may resign by giving written notice to the President of the Board or the Secretary. The resignation shall be effective upon the giving of notice, or at any later date specified in the notice.

G. Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee’s death. A vacancy is also deemed to exist upon the increase of the authorized number of Trustees.

**V. MEETINGS OF THE BOARD**

A. Place of Meetings

Board meetings shall be held at the School’s principal office or at any other reasonably

convenient place as the Board may designate.

B. Annual Meetings

An annual meeting of the Board shall be held at the end, or near the end, of each school year for the purpose of electing a slate of Trustees, making and receiving reports on corporate affairs, and transacting other business as may properly come before the meeting.

C. Regular Meetings

At least three regular meetings of the Board shall be held at various times throughout the year as the Board determines.

D. Special Meetings

A special meeting of the Board shall be held in any manner permitted by law and whenever called by the President of the Board, or by any five of the Trustees then in office. Any such special meeting shall be held at such time, place and date as shall be designated by the officer or Trustees calling such meeting.

E. Adjournment

A majority of the voting Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than twenty-four (24) hours, notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of the Board meetings shall be given as follows:

1. The Secretary shall give notice in writing of any annual, regular or special meeting to each Trustee, including therein the time, place, and date of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or annual meeting of the Board need be specified in the notice or waiver of notice of such meeting except as otherwise specifically required by these Bylaws. Notice of a special meeting shall specify the purpose of and business to be transacted at such special meeting.
2. The Secretary shall give at least ten (10) days, advance notice of each regular or annual meeting. The Secretary shall give notice of each special meeting at least forty-eight (48) hours before the meeting to each Trustee.
3. Notices may be given by personal delivery, telephone, facsimile, or e-mail

correspondence and will be deemed given when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person, by telephone or e-mail, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, unless the Trustee attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**VI. ACTION BY THE BOARD**

A. Quorum

Unless otherwise specified herein or pursuant to the TBOC, a quorum of the Board shall exist at a meeting whenever there is present in person or by means of conference call or similar communications equipment a number of voting Trustees representing more than 50% of the duly elected and qualified voting Trustees. Notwithstanding the foregoing, at any meeting during which the business to be addressed by the Board includes decisions affecting interested persons (as that term is defined herein), a quorum of the Board shall only exist if, in addition to the fulfillment of the requirements set forth in the preceding sentence, a majority of the Trustees present, in person or by proxy, and participating are not interested persons. If at any meeting of the Board there be less than a quorum present, a majority of those present or any Trustee solely present may adjourn the meeting at any time after thirty (30) minutes from the scheduled starting time, without further notice other than an announcement at that meeting, until a quorum is present.

B. Order of Business

At meetings of the Board, business shall be transacted in such order as the Board may determine. At all meetings of the Board, the President shall preside; provided, however, in the absence of the President of the Board, the Treasurer shall preside, or, if no officer of the Board shall be present, a chairman of the meeting shall be chosen by the Board from among the Trustees present. The Secretary or any other person appointed by the presiding officer shall act as secretary of all meetings of the Board of Trustees.

C. Action by the Board

1. Actions Taken at Board Meeting. The act of a majority of the voting Trustees present in person, or by written proxy, at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute, the Certificate or by these Bylaws.
2. Actions Without a Meeting. The Board may take any required or permitted action without a meeting if all the Trustees consent in writing to the taking of that action. Such consent shall have the same effect as a unanimous vote of the Board, and shall be filed with the minutes of the Board proceedings.
3. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through the use of conference telephone or similar communication equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. Participation in a meeting pursuant to this section constitutes presence in person as such meeting.

D. Presumption of Assent

A Trustee who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof.

E. Committees

1. Appointment of Committees. The Board, by resolution adopted by a majority of the Trustees in office, may designate and appoint one or more committees of the Board, each of which will consist of two or more Trustees (and a majority being Trustees), which committees, to the extent provided in such resolution, will have and exercise the authority of the Board in the management of the Corporation. Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated and appointed by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. The delegation of authority to any committee will not operate to relieve the Board or any member of the Board from any responsibility imposed by law. The President of the Board shall appoint chairs from among Trustees or non-board members for each committee. Committee chairs may recruit non-board committee members to serve on their committees. Any member of a committee of the Board may be removed, for or without cause, by the affirmative vote of a majority of the voting Trustees. If any vacancy or vacancies occur in a committee of the Board caused by death, resignation, retirement, disqualification, removal of office or otherwise, the vacancy or vacancies shall be filled by the affirmative vote of a majority of the voting Trustees. Such committee or committees shall have such name or names as

may be designated by the Board and shall keep regular minutes of their proceedings and report the same to the Board when required.

- a. Finance Committee: There shall be a Finance Committee, consisting of the Treasurer and a chairman (the "Finance Chair") who must be a Trustee and appointed by the Board and at least one other person appointed by the Finance Chair, which shall (i) exercise general supervision over financial affairs of the School, including oversight of the School's financial aid, (ii) shall annually present to the Board a proposed budget for the coming year, and (iii) shall periodically review the School's financial performance in relation to such budget.
  - b. Governance Committee: There shall be a Governance Committee, consisting of a chair and at least two other Trustees (and preferably not to include the President of the Board), which shall be responsible for: (i) determining and educating Trustees on the roles and responsibilities of Trustees, (ii) Board composition and compliance with the Nominations and Elections Policy, (iii) Board knowledge, effectiveness, and leadership. The Governance Committee does not have authority to act on behalf of the Board, but rather facilitates the Board's work in setting governance policy and practice.
  - c. Development Committee: The Board may establish a Development committee, consisting of a chairman and at least two other persons, all of whom must be Trustees, appointed by the Board, which shall exercise general supervision over the short- and long-term growth of the School and which shall assist the School in its promotion, public relations and fundraising activities.
  - d. Executive Committee: The Board may determine to appoint an Executive Committee which, if appointed, and when the Board is not in session, shall have and may exercise the authority of the Board permitted by these Bylaws in the management of the affairs of the School. The Chairperson of the Board shall serve as the chair of the Executive Committee, if any.
  - e. Other Committees: The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility imposed on such Trustee by law.
3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board committee are to be conducted. In the absence of such prescription, a Board committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

F. Standard of Care

1. Performance of Duties. Each Trustee shall perform all duties of a trustee, including duties on any Board committee, in good faith, in a manner the Trustee believes to be in the School's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
  - a. One or more officers or employees of the School whom the Trustee believes to be reliable and competent in the matters presented;
  - b. Legal Counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
  - c. A Board committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
3. Investments. In investing and dealing with all assets held by the School for investment, the Board shall manage and invest the School's investment assets in good faith and with the care an ordinarily prudent person in a like position would exercise in similar circumstances and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the School's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Finance Committee of the Board.

G. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the School, provided that such inspection is conducted at a reasonable time and after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law. The failure by a Trustee to maintain the confidentiality of the information reviewed shall subject such Trustee to an action for immediate removal pursuant to the removal provisions set forth herein.

H. Participation in Discussions and Voting

Every voting and non-voting Trustee has the right to participate in the discussion and (with respect

to voting Trustees only) vote on all issues before the Board or any Board committee, except as noted below: any Trustee shall be excused from the discussion and vote on any matter involving (a) a self-dealing or interested person transaction of such Trustee; (b) a conflict of interest of such Trustee, or (c) indemnification of such Trustee.

I. Duty to Maintain Board Confidences

Every Trustee has a duty to maintain the confidentiality of all Board actions, including discussions and votes. Any Trustee violating this confidence may be removed from the Board. To that end, third parties or representatives of Trustees shall not attend meetings of the Board, unless such attendance is approved in advance by the President of the Board.

**VII. OFFICERS**

A. Officers

The officers of the School shall consist of (i) a President of the Board, (ii) the Head of School, (iv) a Secretary, (iii) a Treasurer, and (iv) such other officers as the Board may from time to time elect or appoint.

1. Powers and Duties of the President of the Board. The President of the Board shall be the chief policy officer of the School and, subject to the Board, shall have general charge of overseeing the execution of the mission of the School and of the policies and programs adopted by the Board, shall be *ex-officio* a non-voting member of all standing committees and, subject to Board authorization, may agree upon and execute all division and transfer orders, bonds, contracts and other obligations in the name of the School, and shall see that all orders and resolutions of the Board are carried into effect. The President of the Board may delegate, by written instrument, to the Head of School and/or to the Treasurer, such powers and duties as the President of the Board deems appropriate in his or her sole discretion.
2. Head of School. The Head of School shall be the chief administrative officer of the School and shall supervise and control all operational and educational affairs of the School, including the recruitment and supervision of faculty and staff, school curriculum, student admission standards, general supervision of students, day-to-day management and financial matters, buildings and grounds, liaison with the parents, and such other duties as may be proscribed by the President of the Board or the Board from time to time.
3. Secretary. The Secretary shall: (i) keep or cause to be kept, at the School's premises, or such other place as the Board may direct, a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it is regular or special (and if special, how authorized). The notice given, the names of those present, and the proceedings; (ii) keep or cause to be kept a copy of the Certificate and Bylaws, with

amendments, (iii) give or cause to be given notice of the Board and Committee meetings as required by these Bylaws; (iv) have the power to sign with the President of the Board in the name of the School all contracts of the School and affix the seal of the School, if any, thereto; and (v) have such other powers and perform such other duties as the Board may prescribe.

4. Treasurer. The Treasurer shall have custody of all funds and securities of the School. The Treasurer shall: (i) keep or cause to be kept adequate and correct accounts of the School's properties, receipts and disbursements; (ii) make the books of account available at all times for inspection by any Trustee, (iii) deposit or cause to be deposited the school's monies and other valuables in the School's name and to its credit, with the depositories the Board designates; (iv) disburse or cause to be disbursed the School's funds as the Board directs; (v) render to the President and to the Board, as requested but no less frequently than once every fiscal year, an account of the School's financial transactions and financial condition; (vi) prepare any reports on financial issues required by an agreement on loans; (vii) shall exercise the powers of the President in the absence or inability to act of the President and shall have such other powers and duties as may be assigned him or her by the President of the Board; and (viii) have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Governance Committee shall nominate, and the Board shall elect, the officers annually at the annual meeting or a regular meeting of the Board designated for that purpose or at a special meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
2. Eligibility. Two or more offices may not be held by the same person.
3. Term of Office. With the exception of the President of the Board (who shall serve a two-year term, unless earlier removed) and the Head of School, officers, unless earlier removed, shall serve a one-year term or until successors have been elected. Election or appointment of an officer or agent shall not in itself create contract or employment rights. Any officer may resign at any time by giving written notice to the School, the resignation taking effect on receipt of the notice or at a later date specified in the notice. Any officer may be removed from office by an affirmative vote of two-thirds of the entire Board.

- C. Salaries. Except for the Head of School, no officer shall receive any salary.

**VIII. NON-LIABILITY OF TRUSTEES; INDEMNIFICATION OF CORPORATE AGENTS**

The Trustees shall not be personally liable for the School's debts, liabilities or other obligations. Trustees, officers and committee members, and/or any person acting on behalf of the School by delegation of the

Board, shall be indemnified and held harmless out of the funds of the School to the fullest extent permitted by Texas law (including the TBOC, the TNPCA, or any amendatory or successor legislation thereto), for any act or failure to act in connection with the activities on behalf of the School. In addition to the foregoing, the Trustees and officers shall be indemnified pursuant to the indemnification provisions set forth in Exhibit A, attached hereto and made a part of these Bylaws for all purposes.

## **IX. INSURANCE FOR CORPORATE AGENTS**

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the School, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the School would have the power to indemnify the agent against such liability under the provisions of the TBOC.

## **X. SELF-DEALING TRANSACTIONS**

DIS shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the School is a party in which one or more of the Trustees have a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, a transaction that is part of a public or charitable program of the School is not a self-dealing transaction, if the transaction (i) is approved or authorized by the Board in good faith and without unjustified favoritism, and (ii) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program.

## **XI. OTHER PROVISIONS**

### **A. Fiscal Year**

The fiscal year of the School shall be from August 1 to July 31.

### **B. Books and Records**

The books and records of the School, both financial and non-financial, are the property of the School and not of any individual. It is the responsibility of the Board to obtain the return of any DIS records in the possession of any person when such person no longer has need of the records in working on matters for the School.

### **C. Execution of Instruments**

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the School to enter into any contract or execute and deliver any instrument in the name of or on behalf of DIS. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind DIS by any contract or engagement, to pledge the School's credit, or to render it liable monetarily for any

purpose or any amount.

D. Checks and Notes

All checks, drafts or orders for payment of money, notes or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, agent or agents of the School and in such manner as shall from time to time be determined by the Board; however, a Trustee authorized as a signatory shall be a member of the Finance Committee. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Board.

E. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the TBOC shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

F. Conflict of Interest

Any Trustee, officer, key employee, or committee member having an interest in a contract, transaction or program presented to or discussed by the Board or Board committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the School's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board shall require:

1. Regular annual statements form Trustees, officers, key employees to disclose existing and potential conflict in interest; and,
2. Corrective and disciplinary actions with respect to transgressions of this Conflict of Interest provision.

For the purpose of this section, a person shall be deemed to have an "interest" in a contract or

other transaction if he is the party (or one of the parties) contracting or dealing with the School, or is trustee, Trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the School.

Every Board member signs a conflict of interest form the first Board meeting of every school year.

## **XII. AMENDMENT**

A majority of the voting Trustees then in office may adopt, amend or repeal these Bylaws.

**[CERTIFICATION PAGE FOLLOWS.]**

**CERTIFICATE OF SECRETARY**

The undersigned, Secretary of Dallas International School, does hereby certify that the foregoing is a true, accurate and complete copy of the Amended and Restated Bylaws of Dallas International School, amended and restated by its Board of Trustees as of July 10, 2024.

Sheila Kelly, Secretary

**EXHIBIT A**  
**Indemnification of Trustees and Officers**

Section 1. Mandatory Indemnification: Trustees or Officers Successful in Defense. The School shall indemnify any person or the estate of any deceased person (such person or estate of any deceased person being hereafter throughout this Exhibit A referred to as "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, arbitrative, or investigative (hereafter throughout this Exhibit collectively referred to as "Proceeding"), by reason of the fact that he or she is or was a Trustee or officer of the School (hereafter throughout this Exhibit collectively referred to as "Trustee") against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith to the extent that he or she has been wholly successful on the merits or otherwise in defense of such Proceeding.

Section 2. Indemnification: Whether Successful or Not in Defense.

(a) The School shall indemnify any present or former Trustee of the School (or the estate of such a person) who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a Trustee, and the School may indemnify any Person (other than a present or former trustee or officer of the School (or the estate of such person)) who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a trustee or employee or agent of the School, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her, and against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement by him or her in connection therewith if he or she acted in good faith and in a manner he or she reasonably believed, in the case of conduct in his or her official capacity, as defined in Section 8.001(6) of the TBOC ("Official Capacity"), to be in the best interests of the School; or, in all other cases, to be not opposed to the best interests of the School; and, with respect to any criminal Proceedings, if he or she had no reasonable cause to believe his or her conduct was unlawful; provided, however, that if he or she is found liable to the School or is found liable on the basis that personal benefit was improperly received by him or her, the indemnification provided pursuant to this Section 2: (i) is limited to expenses actually and reasonably incurred by him or her in connection with the Proceeding; and (ii) may not be made in respect of any Proceeding in which he or she has been found liable for willful or intentional misconduct in the performance of his or her duties to the School.

The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the School or, with respect to any criminal Proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. A Person will be deemed to have been found liable in respect to any claim, issue or matter only after the Person has been so adjudged by a court of competent jurisdiction after exhaustion of all appeals.

(b) Notwithstanding any other provisions of this Article, the School must indemnify any Person as to whom indemnification is mandatory under Section 1 or 2(a) of this Exhibit to the fullest extent permitted by law.

Section 3. Indemnification Procedure. Any indemnification under Section 2 of this Exhibit (unless ordered by a court or made pursuant to a determination by a court) may be made by the School only as authorized in the specific case upon a determination that indemnification of the Person is proper under the circumstances because the Person has met the applicable standard of conduct set forth in Section 2 of this Exhibit. Such determination will be made:

(a) by a majority vote of a quorum consisting of Trustees who at the time of the vote are not named defendants or respondents in the Proceeding;

(b) if such quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all trustees, consisting solely of two or more trustees who at the time of the vote are not named defendants or respondents in the Proceeding; or

(c) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in (a) or (b) immediately foregoing, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all trustees.

Section 4. Authorization of Payment.

(a) Authorization of indemnification and determination as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if special legal counsel makes the latter determination, authorization of indemnification and determination as to reasonableness of expenses must be made:

(i) by a majority vote of a quorum consisting of Trustees who at the time of the vote are not named defendants or respondents in the Proceedings; or

(ii) if such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Trustees, consisting solely of two or more trustees who at the time of the vote are not named defendants or respondents in the Proceeding; or,

(iii) if such a committee cannot be established, by a majority vote of all Trustees.

(b) Notwithstanding subsection (a) of this Section 4, payment of expenses actually and reasonably incurred by any Person as to whom indemnification is mandatory under Section 1 or 2(a) of this Article will be deemed to be authorized provided that the standard of conduct necessary for indemnification under Section 2(a) of this Exhibit is met.

Section 5. Advancement of Expenses.

(a) Expenses incurred in defending such Proceeding may be paid by the School in advance of the final disposition of the Proceeding, without any of the authorizations or determinations specified in Sections 3 and 4 of this Article, upon receipt of a written affirmation by the Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by or on behalf of the Person to repay such amount unless it ultimately is determined that he or she is entitled to be indemnified by the School as authorized in this section. The written undertaking must be an unlimited general obligation of the Person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(b) Provided that the written affirmation and undertaking described in Section 5(a) are received by the School from a Person to be paid or reimbursed for expenses incurred and as to whom indemnification is mandatory under Sections 1 or 2(a) of this Article, such payment or reimbursement will be deemed to be authorized.

Section 6. Other Rights. The indemnification provided by these Bylaws may not be deemed exclusive of any other rights to which a Person seeking indemnification may be entitled under the Certificate, these Bylaws, a resolution of Board, an agreement or otherwise both as to action in his or her Official Capacity and as to action in any other capacity, and will continue as to such Person after the termination of such capacity and will inure to the benefit of his or her heirs, executors and administrators; provided, however, that any provision for the School to indemnify or to advance expenses to a trustee, whether contained in the Certificate, these Bylaws, a resolution of trustees, an agreement or otherwise, except in accordance with Section 7 of this Exhibit, is valid only to the extent it is consistent with Chapter 8 of the TBOC, as limited by the Certificate, if such a limitation exists.

Section 7. Insurance. The School may purchase and maintain insurance on behalf of any Person by reason of the fact that he or she is or was serving at the request of the School as a trustee or employee or agent of the School against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as a Person, whether or not the School would have the power to indemnify him or her against such liability under Chapter 8 of the TBOC.

Section 8. Other Arrangements. In addition to the powers described in Section 7 of this Exhibit, the School may purchase, maintain or enter into other arrangements on behalf of any Person who is or was a trustee or officer of the School against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such a Person, whether or not the School would have the power to indemnify him or her against such liability under Chapter 8 of the TBOC. If the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability (with respect to which the School would not have the power to indemnify the Person). Without limiting the power of the School to procure or maintain any kind of arrangement, the School may, for the benefit of Persons described in this Section 8, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the School; or (d) establish a letter of credit, guarantee, or surety arrangement.

Section 9. Severability. In the event that any part or portion of this Exhibit is judicially determined to be invalid or unenforceable, such determination will not in any way affect the remaining portions of this Exhibit, but the same will be divisible and the remainder will continue in full force and effect. Notwithstanding any provision of this Exhibit to the contrary, the School shall not indemnify any person described in this Exhibit if such indemnification (a) would jeopardize the School's tax-exempt status under section 501(c)(3) of the Code, (b) would cause the imposition of the federal excise tax under section 4958 of the Code, or (c) if the School is determined to be a private foundation for federal income tax purposes, would cause the imposition of the federal excise tax for self-dealing under section 4941 of the Code or for making a taxable expenditure under section 4945 of the Code.

Section 10. Appearance as a Witness or Otherwise. Notwithstanding any other provision of this Exhibit, the School may pay or reimburse expenses incurred by a trustee, officer, or other person in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.