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- e. Solicit, review, establish and approve contracts.
- f. Review any parent, teacher, or staff concerns as outlined in the APC's Complaints policy (Rilke Policy 005 – Complaints).
- g. Review and rule on any other questions, issues, or policies that may arise from time to time, to the extent permitted by law.
- h. No member of the APC shall act on his/her own in the name of the APC unless so authorized by these bylaws or by resolution of the APC.
- i. Establish and maintain policies for the strategic governance and efficient operation of the school. The APC is the only body authorized to establish school policies. These policies may not be less restrictive than ASD, state, or federal mandates. The principal or his/her designee shall create school procedures as applicable to execute the policies established by the APC.

SECTION 2. Members of the Academic Policy Committee.

The APC shall be comprised of APC officers and APC members. Both shall make up the APC board. According to AS Sec. 14.03.250(a), the APC shall consist of parents of students attending the school, teachers, and school employees. The definition of Parent can be found in AS Sec. 14.03.290(4).

- a. The APC shall consist of nine (9) elected members. It will include seven (7) members that are parents and/or community members, and two (2) that are teachers or school employees (not including the principal).
- b. The principal of the school shall serve as a non-voting member.
- c. The APC may invite others to serve on the APC as non-voting guests of the committee from time to time.

SECTION 3. Voting Members

All elected APC members are eligible to vote on all issues; however, the two (2) employee representatives may not vote on matters of personnel, staffing, or principal contracts. All members must recuse themselves if there is a real or perceived conflict of interest.

SECTION 4. Term

The length of the term of all elected members of the APC shall be three (3) years. These terms shall be staggered such that three (3) seats, A, B, and C, will be elected in one year; the following year, seats D and E will be elected, and then the remaining seats F and G will be elected in the third year of the cycle. After the third year the cycle repeats itself. Elections to fill these seats will be held in conjunction with the annual meeting as outlined elsewhere

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The term of all officers and committee chairs of the APC shall be one (1) year. The officers and committee chairs of the APC shall be elected yearly by a majority vote of the APC at the first regular meeting following the annual meeting of the APC. If the election of officers cannot be held at that meeting, elections shall be held as soon thereafter as possible.

SECTION 3. Removal

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duties as from time to time may be assigned by the APC.

- Serving as recording secretary
- Serving as parliamentarian
- Establishing and maintaining records management system for APC
- Preparing and posting agendas
- Authoring meeting minutes

SECTION 8. Treasurer

The treasurer shall present to the APC the school's prepared annual budget for the forthcoming year, and shall ensure that it justly supports the mission and goals of the school. The treasurer will present an update on the budget at each APC meeting, and in all ways shall be accountable to the APC and the school board on budgetary matters. The treasurer shall ensure any audits that arise are completed in a timely manner. The treasurer will serve as the school financial liaison and will serve as the coordinator of all school funds. Regular duties shall include the following:

- Leading budget oversight process
- Presenting recurring financial updates to APC
- Leading the Budget and Finance Subcommittee
- Overseeing APC contracts

SECTION 9. Committee Chairs

APC officers may not serve as committee chairs. Committee chairs shall do the following:

- Lead committees
- Present committee reports to APC

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covered by other officers

Be an ex officio member of all committees and subcommittees

Act as primary liaison to ASD

- m. Be the initial point of inquiry or appeal for parents or candidates having concerns or questions about election procedures, policies, or other related activities.

SECTION 2. Rilke Schule Staff Electi

- b. Designating a committee secretary/scribe for the purpose of maintaining records, writing minutes, and addressing correspondence
- c. Providing committee updates to the parent standing committee at least once per quarter during the school year
- d. Soliciting volunteers to serve the remaining term of a vacated subcommittee position

SECTION 5. Other Special and Ad Hoc Committees

The APC may, by a resolution adopted by a majority of the APC, designate and appoint one or more special or ad hoc committees to perform specific tasks assigned by the APC. The APC shall appoint a committee chair and receive monthly updates from the committee chair. Special/ad hoc committee chairs have the same duties and responsibilities listed elsewhere in these bylaws for standing committee chairs.

SECTION 6. Instruction and Responsibility

Each committee shall be clearly instructed that each member is being asked to serve for the period of one (1) year, the service the APC wishes each committee to render, the extent and limitations of the committee's responsibility, the resources the APC will provide, and the approximate dates on which the APC wishes to receive reports.

SECTION 7. APC Powers and Prerogatives

All recommendations of a committee must be submitted to the APC for official action. The APC shall have the power to dissolve any special or ad hoc committee at any time during the life of the committee.

SECTION 8. Committee Meetings

Special committees to the APC shall comply with the requirements concerning public meetings as described elsewhere in these bylaws.

SECTION 1. Contracts

The APC has the authority to enter contracts, execute and deliver instruments, and otherwise legally bind the school. With a majority vote, the APC may delegate this authority, either in specific instances or in general, to the principal or his/her designee, or to any officer of the APC. The APC shall strive to obtain at least 3 bids for any work related to this section.

SECTION 2. Bank Accounts, Checks, Withdrawals, etc.

Withdrawals or transfers from any and all ASD monitored school funds, bank accounts, budget transfers, and any expenditures over two thousand five hundred dollars (\$2500) shall be approved by both the APC treasurer and the principal, with APC approval obtained for expenses and budget changes over \$5000. Any expenditures or changes in

the budget less than \$2500 require only the approval of the principal.

SECTION 3. Accounting

The principal or his/her designee shall present a written financial report to the APC three days prior to each regular APC meeting. The APC may also request a ledger itemizing all income, expenses, and budget transfers since the previous regular APC meeting, and, as needed, copies of all accompanying bank account statements. The APC may at any time cause a full or partial independent audit of all school monies to occur.

Each Board (RSI & RSV) is responsible for their own financial reporting to be presented to the APC Board at least twice a year; once before winter break and again before the end of the school year.

SECTION 1. Duty to Indemnify

Subject to the sections below, the school shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the school) by reason of or arising from the fact that the person is or was an APC member of the school against costs and expenses (including attorney's fees) of the suit, action, or proceeding, judgments, fines, and settlements actually and reasonably incurred in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the school and, with respect to a criminal action or proceeding, did not know and had no reasonable cause to believe the conduct was unlawful.

The termination of any civil action, suit or proceeding shall not in and of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the school. The termination of any criminal action, suit or proceeding shall not in and of itself create a presumption that the person did not know and had no reasonable cause to believe that their conduct was unlawful.

SECTION 2. Denial of Right to Indemnification

Subject to the provisions of Sections 5 and 6 below, or unless otherwise ordered by a court, indemnification and defense under Section 1 of this article may only be made by the organization upon a determination by the board that defense and indemnification of the APC member is proper under the circumstances because the person has met the standard of conduct set forth in Section 1 of this Article, provided however, no person may receive defense or indemnification in those matters in which that person was adjudged to be liable for negligence or misconduct in the performance of corporate duties.

In the case of any challenge to the propriety thereof, the person shall be afforded a fair opportunity to be heard as to that determination. Defense and indemnification payment may be made, subject to repayment upon ultimate determination that defense and indemnification is not proper.

SECTION 3. Determination

The determination described in Section 2 shall be made:

- a. by the APC by a majority vote, or
- b. by independent legal counsel, if directed by the APC by a majority vote of disinterested members or in the absence of a quorum.

SECTION 4. Successful Defense

Notwithstanding any other provisions of Sections 1, 2 or 3 of this Article, but subject to the provisions of Section 5 below, if a person is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 of this Article, or in defense of any claim, issue or matter therein, the person shall be indemnified against costs and expenses (including attorney's fees) actually and reasonably incurred in connection therewith.

SECTION 5. Condition Precedent to Indemnification

Any person who desires to receive defense and indemnification under this Article shall notify the school reasonably promptly that the person has been named a defendant to an action, suit or proceeding of a type referred to in Section 1 and that the person intends to rely upon the right of indemnification described in this Article. The notice shall be in writing and mailed via registered or certified mail, return receipt requested, to the APC chair at the principal office of the school or, in the event the notice is from the chair, to the APC secretary. Notice need not be given when the APC is notified by being named a party to the action.

SECTION 6. Insurance

The APC members, at their discretion, may purchase insurance coverage for the risks described in this Article. To the extent that such an insurance policy (or policies) provides coverage where this Article does not, a director seeking indemnity shall have the benefit of that coverage, and the rules set out in this Article shall apply to any deductible or coinsurance requirement, or to any claims in excess of policy limits.

SECTION 7. Former APC Members, Etc.

The provisions set out in Section 5

and indemnified may be entitled under any statute, rule of law or equity, agreement, vote of the APC members, or otherwise. The purpose of this Article is to augment, pursuant to AS 10.06.490(f), the provisions of AS 10.20.011(14), and the other provisions of AS 10.06.490.

SECTION 9. Limitation of Liability

No APC member of this organization shall have any personal liability to the school for monetary damages for the breach of fiduciary duty as a director except as provided in AS 10.20.151(d) and (e).

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