

**First Amended By-Laws of Tucson International School,  
Inc.  
An Arizona Nonprofit Corporation**

**ARTICLE I. Officers and Corporate Seal**

**Section 1. Name of Corporation.** The name of this non-profit corporation shall be Tucson International School, Inc. ("TIS" hereinafter referred to as "TIS" or "the Corporation.").

**Section 2. Principal Office.** The principal office of the Corporation shall be located in Pima County, State of Arizona, but other offices may be established and maintained within or outside of the State of Arizona at such places as the Board of Trustees may designate.

**Section 3. Registered Office and Registered Agent.** TIS shall maintain a registered office and registered agent in the State of Arizona. The registered office may, but need not be, the same as any of its places of business. TIS shall have and continuously maintain within the State of Arizona a statutory agent as required by law and the statutory agent may be changed from time to time by the Board of Trustees.

**Section 4. Corporate Seal.** A corporate seal shall not be requisite to the validity of any instrument executed by or on behalf of TIS, but nevertheless if in any instance a corporate seal be used, the same shall be a circle having on the circumference thereof the name of corporation and in the center the words corporate seal, the year incorporated, and the state where incorporated.

**ARTICLE II. Purpose and Powers**

**Section 1. General Purpose.** TIS is organized and shall be operated exclusively for educational, scientific, literary, and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and TIS shall receive and administer, expend and distribute funds exclusively for such purposes.

**Section 2. Powers.** TIS shall have all the powers permitted by law and may do and perform all things, in addition to those expressly enumerated herein or in the Articles of Incorporation, which are necessary or appropriate to the purposes and activities of TIS except as otherwise set forth in these Bylaws or the Corporation's Articles of Incorporation.

**Section 3. Public Foundation Status.** TIS is expected to operate at all times as an organization that is not a private foundation. If at any time TIS is a private foundation as described in U.S. Code Title 26, Subtitle A, Chapter 1, Subchapter E, Part II. TITLE 26 § 509(a), then during such time TIS shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed



income imposed by U.S. Code Title 26, Subtitle D, Chapter 42, Subchapter A, § 4942 and further, TIS shall not engage in any act of self-dealing as defined in U.S. Code Title 26

4941(d), nor retain any excess business holdings as defined in Code 4943(c), nor make any investments in such manner as to incur tax liability under Code 4944, nor may TIS make any taxable expenditures as defined in Code 4945(d) or as such laws are amended from time to time.

### **ARTICLE III. Board of Trustees**

**Section 1. General Powers.** The affairs of TIS shall be managed by its Board of Trustees (the “Board”, individually each member of the Board is a “Trustee”). Each Trustee owes a duty of loyalty and care to TIS and shall carry out his or her duties in accordance with the standards of conduct required by law of such Trustees and otherwise in compliance with applicable law. In addition, each Trustee shall follow and adhere to the principles of good practice of the National Association of Independent Schools (“NAIS”) attached hereto as **Exhibit A**, which may be amended from time to time.

**Section 2. Fiduciary Duty.** The fiduciary duty of each Trustee is an obligation and duty to act in the best interests of TIS.

The fiduciary duties of a Trustee include loyalty and reasonable care with the assets, reputation, and good will of TIS and, as part of the fiduciary duty, Trustees shall keep all matters and information obtained when acting on behalf of TIS as a Trustee, strictly confidential (as is outlined in detail in the confidentiality agreement executed by each Trustee), which may be amended from time to time.

In addition, Trustees are forbidden from acting in any manner adverse or contrary to the interests of TIS. TIS is entitled to the best efforts of the Trustees and Trustees shall exercise all skill, care, and diligence at such Trustee's disposal when acting on behalf of TIS. All of the Trustee's actions as a member of the Board of Trustees are performed for the advantage of TIS.

All Trustees shall be held to a high standard of honesty and full disclosure in regard to TIS and must not obtain any personal benefit at the expense of TIS.

By agreeing to become a member of the Board of Trustees of TIS a Trustee is being entrusted with and is accepting such obligations and duties.

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

- a. **Number.** Exclusive of Ex Officio Trustees (as defined herein), there shall be a minimum of three (3) Trustees and not more than fifteen (15) Trustees on the Board at any given time.
- b. **Term.** Each Trustee, with the exception of Ex Officio Trustees, shall serve



for the term provided in Section 4(b) of this Article.

- c. **Qualifications.** No person under the age of twenty-one years shall be eligible for election as a Trustee. Trustees need not be residents of the State of Arizona. There may be no disqualified person appointed or elected to the Board, as defined in Internal Revenue Code Section 4946. Trustees shall be identified, recruited, and elected in accordance with the Board policies and procedures then enforced.
- d. **Ex Officio Trustees.** Certain Members of the school community may serve ex officio on the Board. Such persons shall include the Head of School and an officer from the Parents' Association. These members have speaking rights; that is, the right to be heard and propose measures, including, but not limited to, the right to make a motion, second a motion, and participate in the discussion related to a motion. However, Ex Officio Trustees do not have voting rights. Other members of the school community, including, but not limited to, school administrators, may also serve as Ex Officio Trustees. Such decision shall be based on a majority vote of the Board.
- e. **Neighborhood Trustees.** Members of the local community may serve as members on the Board. Specifically, representative(s) of the local neighborhood association for any neighborhood(s) in which a TIS school is located may serve as Neighborhood trustees. While each member has fully speaking rights, all Neighborhood trustees representing the same neighborhood organization shall be entitled to only one combined vote; if more than one Neighborhood Trustee is present at a given meeting, at the beginning of the meeting the Neighborhood Trustees shall designate one of them to exercise their vote for the meeting. Neighborhood Trustees are designated as such when originally joining the Board; except with respect to the specifics of this paragraph, each Neighborhood Trustee has the same rights and responsibilities as any other voting member of the Board.

**Section 3. Voting Rights.** Each Trustee, other than Ex Officio Trustees, shall be entitled to one vote, and voting rights may not be exercised by proxies. This provision, however, is subject to the limitation found in Section 2(e) on the voting rights of Neighborhood Trustees. When a Trustee participates in a meeting via electronic means (including, but not limited to, telephonically, or by internet) such Trustee shall be counted as present at such meeting and able to fully exercise his or her voting rights.

#### **Section 4. Election and Term of Office.**

- a. **Method of Election.** Trustees of TIS shall be selected and recruited according to the policies and procedures of the Board then in effect. Such persons shall then be elected by a simple majority vote of the Trustees present. Trustees shall be given a minimum of fourteen (14) days notice (in writing distributed electronically or by mail) prior to a



- meetings where new Trustees are being voted upon.
- b. **Term of Office.** Trustees, with the exception of Ex Officio Trustees, shall serve for a term not to exceed four (4) consecutive years (“Trustee Term”). After the Trustee Term has expired for a Trustee, such member may not serve on the Board for one (1) year. After one (1) year, such Trustee is then eligible for election to the Board for an additional Trustee Term.
  - c. **Annual Review.** Trustees shall be subject to an annual review consistent with the policies and procedures then in effect.

**Section 5. Compensation.** Trustees shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for each Regular or Special Meeting of the Board, provided that nothing herein contained shall be construed to preclude any Trustee from serving TIS in any other capacity and receiving reasonable compensation for personal services rendered to TIS on a fee per service basis, that are necessary or appropriate to carry out one or more of the tax exempt purposes of TIS. Such compensated individuals cannot vote on their own compensation, which must be set by a two-thirds (2/3) majority (excluding the individual under consideration) present at a Board meeting.

**Section 6. Committees.** The Board of Trustees, by resolution adopted by a majority of the Trustees present, may form committees of the Board, as the Trustees deem appropriate. The Chair of such committees shall be by appointment of the Chair, with the consent of a majority of Trustees present. Membership of each committee shall be determined by the chair of each committee. The Head of School and Chair shall serve as Ex Officio members of all committees.

**Section 7. Resignation, Removal, and Vacancies of Trustees.**

- a. **Resignation.** Any Trustee may resign at any time by delivering written notice (such writing may be electronically or otherwise provided) to the Chair or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. If a resignation is made effective at a later date or event and TIS accepts the later effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date. Attendance at less than seventy-five percent (75%) of meetings for the year (“Minimum Meeting Requirement”) may be deemed a resignation and that Trustee’s position may be declared vacant pursuant to Section 7(b) of this Article and such Trustee shall be notified in writing, either electronically or by mail, of the declaration of the vacancy of his or her position.
- b. **Removal.** A Trustee may be removed from office with or without cause by the vote of two-thirds (2/3) of the other Trustees either at a Regular



Meeting or at any Special Meeting called for that purpose.

- c. **Vacancies.** A vacancy or vacancies shall be deemed to exist in the case of death, resignation, or removal of any Trustee, or if the Trustees shall increase the authorized number of Trustees but shall fail to elect the additional Trustee(s) so provided for, or in the event the Trustees fail at any time to elect the full number of authorized Trustees.

#### **ARTICLE IV Meetings of the Board of Trustees**

##### **Section 1. Place, Notice of Meeting, Waiver of Notice, and Rules of Meetings.**

- a. **Place of Meeting.** Any meeting of the Board may be held either within or outside of the State of Arizona.
- b. **Notice of Meetings.** Notice of Regular Meetings shall be set at the previous meeting and provided in the minutes of the meeting distributed to each Trustee, any notice of change to the time or place of a Regular Meeting shall be delivered by writing either electronically or by mail.
- c. **Notice of Special Meetings.** Written or electronic notice shall be delivered to each Trustee not less than seven (7) days before the date of any Special Meeting (as defined herein) or before the date of any Regular Meeting of the Board where one of the purposes of such meeting is to  
amend the Articles of Incorporation, By-Laws, or remove a Trustee. Such notice shall include the date, time, and place of such meeting, and, if applicable, copies of any proposed changes to the Articles of Incorporation and/or By-Laws.
- d. **Waiver of Notice.** A Trustee may waive any notice requirement before or after the date and time stated in the notice. Such waiver shall be in writing and shall be filed with the minutes of such meeting. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- e. **Rules of Meetings.** All meetings of the Board shall be held and conducted in accordance with the Rules of Meetings attached hereto as **Exhibit B.**

**Section 2. Regular Meetings.** Regular Meetings of the Board shall be held regularly and based on the policies procedures then in effect. A regular Annual Meeting (the “Annual Meeting”) of the Board shall be held during May of each year, at such time and place as may be fixed by the Chair, or by any two Trustees, for the purpose of electing Trustees and Officers and for the transaction of such other business as may lawfully come before the meeting. If the election of Trustees and Officers shall not be held at the Annual Meeting, the Board shall cause the election to be held at an additional Regular Meeting or at a Special Meeting of the Board as soon thereafter as may be convenient.



The Board, at any Regular Meeting, may provide by resolution (which may include an annual schedule) the date, time, and place for the holding of additional Regular Meetings of the Board and when so scheduled, such Regular Meetings of the Board may be held without notice of the date, time, place, or purpose of the meeting except as required above.

**Section 3. Special Meetings.** Special Meetings of the Board may be called by or at the request of the Chair or by a majority of Trustees then present and able to vote, so long as there is a Quorum (as defined in Section 4 of this Article). The purpose of such Special Meetings shall be set forth in the notice of such meetings. The person or persons authorized to call Special Meetings shall determine the time and place for the holding of such meetings. At least seven (7) days written or electronic notice shall be given to all Trustees of any proposed Special Meetings of the Board. Discussion at Special Meetings shall be limited to the topics set forth in the notice of such Special Meeting and peripheral topics related to the main topic set forth in the notice.

**Section 4. Quorum.** Not less than one-half (1/2) of the Trustees in office with voting rights shall constitute a quorum ("Quorum") for the transaction of business at any meeting of the Board and/or for voting upon any decisions and/or Board resolutions. In the event that less than a quorum is present at said meeting, a majority of the Trustees present may adjourn the meeting to another date and time within thirty (30) days without further notice.

**Section 5. Manner of Acting.** In the absence of the Chair or Chair-Elect of the Board, a chairman shall be elected by majority vote for the purpose of conducting the meeting. The act of a majority of the Trustees present at a meeting at which a Quorum exists shall be the act of the Board, unless the act of a greater number is required by law, TIS' Articles of Incorporation, or these By-Laws. Cumulative voting and voting by proxy shall not be permitted. A Trustee who is present at a meeting of the Board when corporate action is taken is deemed to have assented to the action taken unless either:

- a. The Trustee objects at the beginning of the meeting or promptly on the Trustees arrival to holding it or transacting business at the meeting;
- b. The Trustee's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c. The Trustee delivers written notice of the Trustee's dissent or abstention to the presiding officer of the meeting before its adjournment or to TIS before 5:00 p.m. on the next business day after the meeting. A Trustee who voted in favor of any election may not dissent or abstain from such vote pursuant to this Section 5(C).

**Section 6. Action Without Meeting.** Any action required to be taken at a meeting



of the Board, or any other action which may be taken at a meeting of the Board, may be taken without a meeting if a consent, electronically or otherwise written, setting forth the action so taken, shall be electronically or otherwise in writing, consented to by no less than 50% of the Trustees entitled to vote with respect to the subject matter thereof. Such consent may be signed in one or more counterparts or electronically consented to by email, and shall be included in the minutes filed with the corporate records at the subsequent Regular or Special Meeting. Action taken pursuant to this Section 6 shall become effective when the last Trustee consents (as provided herein) unless such consent specifies a different effective date following such signatures. A Trustee may revoke consent by delivering a signed revocation of the consent to the Chair or Secretary before the date and time the last Trustee signs the consent. A consent made by the Board pursuant to this Section 6 has the effect of a meeting vote and may be described as such in any document.

**Section 7. Telephonic Meetings.** Trustees may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment (collectively “Electronic Conferencing”) that allows all persons participating in the meeting to communicate with each other, and such participation in a meeting shall be deemed presence at such meeting. In addition, Regular or Special Meetings of the Board may be held exclusively by Electronic Conferencing when necessary at the discretion of the Chair.

## **ARTICLE V Officers of the Board of Trustees**

**Section 1. Officers.** The Officers of TIS shall be a Chair, Chair-Elect, Treasurer, and Secretary. Each Officer owes a duty of loyalty and care to TIS and shall carry out his or her duties in accordance with the standards of conduct required by law of such Officers and otherwise in compliance with applicable law and these By-Laws.

- a. **Duties of the Chair.** The Chair shall preside at all meetings of the Board, at the Annual Meeting, and at such other meetings of TIS as may be called from time to time. The Chair shall perform such other duties as may be indicated by these By-Laws or assigned by the Board. The Chair shall recommend to the Board assignments for any committees. The Chair shall be an ex officio member of all committees and task forces of the Board. The Chair may be given delegated authority to act without a Regular or Special Meeting by electronic or telephonic communication and consent of a majority of Trustees.
- b. **Duties of the Chair-Elect.** The Chair-Elect shall assist the Chair in presiding at all Meetings and shall preside at all Meetings in the absence of the Chair. The Chair-Elect shall work closely with the Chair in preparation for serving as Chair at the end of the current chair’s term.



c. **Duties of the Secretary.** The Secretary shall:

- a. Certify and keep at the principal office of TIS, the original copy of its By-Laws as amended or otherwise altered to date.
- b. Keep at the principal office of TIS or such other place as the Board may order, a book of minutes of all Board meetings with the time and place of holding, whether regular or special, and if special, how authorized, the notices thereof given, and the names of those present at such meetings.
- c. Ensure that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- d. Ensure maintenance of the records, and, if applicable, the corporate seal.
- e. Ensure that all the non-financial books, reports, statements and all other records and documents, required by law, are properly kept and filed.
- f. Exhibit at all reasonable times to any Trustee upon application of the By-Laws and minutes of proceedings of the Trustees of TIS.
- g. In general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the Board.

d. **Duties of the Treasurer.** The Treasurer shall:

- a. Oversee the funds and securities of TIS and oversee the deposit of all funds in the name of TIS in such banks, trust companies, or other depositories as shall be selected by the Board.
- b. Oversee the accounts of TIS's properties and business transactions, including account of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus.
- c. Render a summary of the condition of the finances of TIS at any meeting when required or requested by the Board, and a full financial report at the Annual Meeting.
- d. Ensure that all the financial books, reports, statements and all other records and documents, required by law, are properly kept and filed.
- e. Exhibit the books of account and records to any Trustee or Officer at the principal office of TIS or where such books and records are kept upon request within a reasonable time.
- f. Oversee the receipt and giving of receipt for monies due and payable to TIS from any source whatsoever.
- g. Ensure that all financial notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- h. Ensure and oversee maintenance of the financial records of TIS and, if applicable, the corporate seal.
- i. In general, perform all the duties incident to the office of



Treasurer and such other duties as from time to time may be assigned by the Board.

**Section 2. Election and Term of Office.** Except as provided below, the Officers of TIS shall be elected or appointed annually by a majority vote of the Board at the Annual Meeting. If the election or appointment of Officers shall not be held at such meeting, such election or appointment shall be held as soon thereafter as may be convenient.

Officers willing to continue their office shall be renewed at the Annual Meeting by a vote of the majority of Trustees present. Each Officer shall hold office from the date of election or appointment until the date of the next Annual Meeting, or until the Officer's death or resignation or removal in the manner hereinafter provided.

**Section 3. Removal.** Any Officer elected or appointed by the Board may be removed by a 2/3 majority vote, with or without cause, by the Board at any meeting of the Board whenever, in its judgment, the best interests of TIS would be served thereby.

**Section 4. Resignation.** An Officer may resign at any time by delivering written notice (such writing may be electronically or otherwise provided) to the Chair or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. If a resignation is made effective at a later date or event and TIS accepts the later effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

**Section 5. Vacancies.** Except as otherwise provided herein, a vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by a majority vote of the Board at any meeting for the unexpired portion of the term.

## **ARTICLE VI Corporate Acts, Loans, and Deposits**

**Section 1. Corporate Acts.** The Chair and one officer shall each have authority to sign, execute, and acknowledge on behalf of TIS and grant authority to do so to certain employees, all deeds, mortgages bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of TIS's regular business, each of which shall be authorized by resolution of the Board, with the exception of the Head of School's authorization provided in the School Management Agreement or any employment contract with the Head of School then in effect.

**Section 2. Loans.** No moneys shall be borrowed on behalf of TIS and no evidence of such indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority shall be confined to specific instances.

**Section 3. Deposits.** All funds of TIS, not otherwise employed, shall be deposited from time to time to the credit of TIS in such banks, investment firms or



other depositories as the Board may select.

## **ARTICLE VII. Notice of Waiver of Notice**

**Section 1. Date of Notice.** Any written notice to Trustee required or permitted under these By-Laws shall be delivered to the Trustee at the Trustee's address, facsimile, or electronic address as shown on the records of TIS. If mailed, it shall be mailed by registered mail, return receipt, and shall be deemed delivered if the receipt is signed by or on behalf of addressee. If given by telecopy or electronic communication, such notice shall be deemed to be delivered when the telecopy or electronic communication is properly sent with evidence of transmission.

## **ARTICLE VIII. Indemnification**

**Section 1. Mandatory Indemnification.** TIS shall, to the fullest extent permitted or required by A.R.S. Section 10-3850 inclusive, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires TIS to provide broader indemnification rights than prior to such amendment), indemnify its Trustees and Officers (and the heirs, executors, and administrator of such Trustee or Officer) against any and all liabilities, and advance any and all reasonable expenses incurred thereby in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of TIS. TIS may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such Trustee or Officer may be entitled under any written agreement, board resolution, or otherwise. All capitalized terms used in this Article VIII and not otherwise defined herein shall have the meaning set forth in A.R.S. Section 10-3850.

**Section 2. Permissive Supplementary Benefits.** If authorized by the Board of Trustees, TIS may, but shall not be required to, supplement the foregoing right to indemnification against liabilities and advancement of expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Trustees, Officers, employees, or agents, whether or not TIS would be obligated to indemnify or advance expenses to such Trustee, Officer, employee, or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more such Trustees or Officers.

## **ARTICLE IX. Conflict of Interest**

**Section 1. Transactions Presumed Valid.** No contract or other transaction between TIS and one or more of its Trustees, officers of any other corporation, firm, association, or entity in which one or more of its Trustees or Officers are members, Trustees, or officers, or are financially interested, is either void or voidable because of such



relationship or interest or because any Trustee or Officer is present at the meeting of the Board or a committee of the Board which authorizes, approves, or ratifies such contract or transaction or because his or their votes are counted for such purpose, if either of the following apply:

- a. The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of the interested Trustees; or
- b. The transaction or contract is fair and reasonable to TIS at the time when the transaction is consummated or, if made pursuant to contract, when TIS becomes contractually obligated such that its unilateral withdrawal from the contract would entail significant loss, liability or other added damage. The fairness of the transaction or contract shall be judged according to the circumstances at the time of consummation or at the time when TIS becomes contractually obligated.

**Section 2. Clear and Convincing Evidence Needed to Rebut Presumption.** Any person seeking to establish that a contract or transaction described in this Section is void or voidable must prove by clear and convincing evidence that the requirements of Section 1 of this Article have not been satisfied.

**Section 3. Trustees Counted for Quorum.** Common or interested Trustees or Officers may be counted in determining the presence of a Quorum at a meeting of the Board.



**Section 4. Abstention of Interested Trustees.** The Board may require Trustees or Officers to abstain from, or to not be present during any discussion with to or vote upon a contract or transaction between TIS and such Trustee or any relative or affiliate of such Trustee or Officer. For purposes of this Section, affiliate shall mean any partnership, corporation, or other entity in which the Trustee or Trustee's relative has a ten percent (10%) or more interest or by which such director is employed.

## **ARTICLE X. Dissolution**

**Section 1. Dissolution.** In the event of dissolution of TIS, all funds and assets of TIS remaining after payment of creditors shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of TIS is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes. No part of said funds shall inure, or be distributed to any Trustee or Officer. In the event of a dissolution of TIS, all business, property, and assets of TIS, after payment of all of TIS's debts, obligations, and liabilities, if any, be distributed to such other qualified non-profit charitable corporation or association, municipal corporation or other entities as may be selected by the Board of Trustees.

## **ARTICLE XI. Terms of Existence**

The period of duration of TIS shall be perpetual unless the Trustees elect to dissolve TIS in accordance with the Articles and By-Laws of the Corporation and Arizona law.

## **ARTICLE XII. Fiscal Year**

The fiscal year of TIS shall begin the first day of July and end the last day of June, unless otherwise modified by resolution of the Board of Trustees.

## **ARTICLE XIII. Signatures**

Any action requiring a signature from a Trustee or Officer shall be deemed effective upon receipt by the Secretary or the designated Officer of other than the Secretary, and may be delivered personally, by mail, electronically, or by other form of written transmission (including facsimile), including electronic and digital signatures valid under A.R.S. Section 41-132.





#### **ARTICLE XIV. Amendment of By-Laws**

The Articles of Incorporation and By-Laws of TIS may be amended by the affirmative vote of a majority of the Board of Trustees at any Regular or Special Meeting where a Quorum is present, provided that written notice of the proposed action together with a copy of the proposed amendments, shall be provided to the Trustees ten (10) days in advance of the meeting.

#### **ARTICLE XV. Validity of By-Laws**

The invalidation of any section of these By-Laws, for whatever reason, shall have no effect on the balance of these By-Laws.

The undersigned hereby certifies that TIS has duly adopted the foregoing By-Laws by unanimous written consent.

A true and correct copy of these First Amended By-Laws adopted on this       day of  
   , 2012, by the Board of Trustees of Tucson International School, Inc.

Jennifer Richardson  
Secretary  
Tucson International School,  
Inc.

signed

\_\_\_\_\_  
date



**EXHIBIT A**  
**NAIS PRINCIPLES OF GOOD PRACTICE**



**EXHIBIT B**  
**RULES OF**  
**MEETINGS**

