

# BYLAWS OF MULBERRY SCHOOL, INC.

## ARTICLE 1. OFFICES

**Section 1.1 Principal Office.** The principal office for the transaction of the business of Mulberry School, Inc. (“Mulberry”) shall be located in California, at such place as the Board of Trustees of Mulberry (“the Board”) shall determine in accordance with Section 1.3 of these Bylaws.

**Section 1.2 Branches and Subordinate Offices.** The Board may at any time establish branches or subordinate offices at any place or places permitted under the laws of California.

**Section 1.3 Change of Location.** The Board is granted full power and authority to change the principal office from one location to another within California, as well as the location of branches and subordinate offices.

## ARTICLE 2. PARENT PARTICIPATION SCHOOL

Mulberry is a parent participation school. Parents of the children enrolled at Mulberry are expected to participate in the school activities that support Mulberry’s educational programs, including working in the classroom. The term “Parents” includes legal guardians and domestic partners of parents or legal guardians who voluntarily provide care for a child or children enrolled at Mulberry.

## ARTICLE 3. BOARD

**Section 3.1 Composition.** The Board consists of a number of natural persons age eighteen (18) or older.

1. **Voting Trustees (Directors).** The Board shall have no fewer than eight (8) and no more than fifteen (15) Directors, who are the only persons with authority to vote on Board matters. These bylaws refer to Directors as Voting Trustees. The exact number of Voting Trustees shall be determined by the Board from time to time.

2. **Nonvoting Trustees.** The Board shall include nonvoting Trustees (“Nonvoting Trustees”). The Nonvoting Trustees are the Head of School and up to three (3) representatives chosen by the Parents (“Parent Representatives”).

3. **Restrictions.** No more than one family member shall serve concurrently on the Board. Family member means any spouse, ex-spouse, domestic partner, step-parent, ancestor, descendant, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-

law, or father-in-law. Except for the Head of School, any person being compensated by Mulberry for services rendered to it, whether as a full- or part-time employee, independent contractor, or otherwise, may not be a Trustee. Contractors and providers of goods and services to Mulberry, as well as their employees, may not be Trustees.

**Section 3.2 Responsibilities of the Board.** Subject to the provisions of the California Nonprofit Corporation Law and any other applicable laws, Mulberry shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. Trustees' authority may be exercised only as a Board; no Trustee shall have any individual authority or power by virtue of their position as a Trustee; individual Trustees may exercise authority only to the extent that authority is specifically granted by a resolution of the Board.

**Section 3.3 Non-Liability of Trustees.** The Trustees shall not be personally liable for the debts, liabilities, or other obligations of Mulberry.

**Section 3.4 Indemnification of Trustees, Officers, Employees, and Other Agents.**

1. **Indemnification.** Mulberry will indemnify its Trustees, officers, employees, and other persons described in California Corporations Code 5238(a), including persons formerly occupying such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that code section, and including an action by or in the right of Mulberry, by reason of the fact that the person is or was a person described in that code section. "Expenses," as used in this Section 3.4, has the same meaning as in that section of the California Corporations Code.

2. **Expenses.** Except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Section 3.4 in defending any proceeding covered in this Section will be advanced by Mulberry before final disposition of the proceeding on the receipt by Mulberry of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by Mulberry for those expenses.

3. **Insurance.** The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of Mulberry (including a Trustee, officer, employee, or other agent of Mulberry) against any liability (other than for violating provisions of law relating to self-dealing [Section 5233 of the California Nonprofit Public Benefit Corporation Law]) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not Mulberry would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit

**Section 3.5 Compensation.** Trustees shall serve on the Board without compensation of any kind. However, the Board may reimburse Trustees for expenses incurred in the service of Mulberry as long as the expense has been approved, prior to disbursement or a binding commitment to disbursement, by resolution of the Board, either general or confined to a specific case.

**Section 3.6 Nomination of Trustees.** Trustee candidates are nominated by the Governance Committee, and Trustees are elected by the Board.

**Section 3.7 Term of Trustees.** The initial term of a Voting Trustee is one (1) year. At the end of a Voting Trustee's one-year term, the Board may elect the Voting Trustee for a term of up to an additional two (2) years. Upon expiration of the initial three years of service, the Board may elect the Voting Trustee to serve an additional term of up to three (3) years. After at least one year of absence from the Board, such Voting Trustee may be elected to serve an additional three (3) years.

**Section 3.8 Training of Trustees.** The board shall complete new Trustees' training in board governance, ethics, and legal responsibilities, as well as in Mulberry's educational philosophy, mission, and operations, within 30 days of their election to the Board.

**Section 3.9 Resignation of Trustees.** Any Trustee may resign effective upon giving written notice to the Board or the Chairperson of the Board or at a later time if so specified in such notice. No Trustee may resign if Mulberry would then be left without duly elected Trustees in charge of its affairs, except upon notice to the California Attorney General.

**Section 3.10 Dismissal of Trustees.** The Board may remove a Trustee from office with or without cause at any time by vote of a majority of Trustees then in office.

**Section 3.11 Core Trustees.** The Board shall elect from among the Voting Trustees a Chairperson of the Board, a Vice Chairperson of the Board, a Finance Trustee, and a Secretary Trustee, who shall be the "Core Trustees" of Mulberry. No Trustee shall assume more than one Core Trustee office at the same time.

**3.11.1 Chairperson of the Board.** The Chairperson of the Board presides at all meetings of the Board. The Chairperson of the Board is an ex officio member of all committees of the Board except the Governance Committee. The Chairperson of the Board shall not be a Parent.

**3.11.2 Vice Chairperson of the Board.** In the absence of the Chairperson of the Board, or in the event of their inability or refusal to act, the Vice Chairperson of the Board shall perform all the duties of the Chairperson of the Board.

**3.11.3 Finance Trustee.** The Finance Trustee shall be responsible for performing or overseeing performance of the duties of the Finance and Audit Committee, as defined in Section 4.2.2 of these Bylaws.

**3.11.4 Secretary Trustee.** The Secretary Trustee shall record the minutes of all meetings of the Trustees, including the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

**3.11.5 Term of Office as Core Trustees.** Core Trustees are elected by the Board for one year and may serve no more than two consecutive years in the same position, with the exception of the Finance Chair, who may serve no more than three consecutive years in the same position. If the Board makes a finding of necessity, a Core Trustee may continue in the same position in an acting capacity until the Board identifies and elects a qualified replacement, which it shall do at the earliest possible date.

**Section 3.12 Conflict of Interest.** Trustees shall notify the Chairperson of the Board or of the Governance Committee in writing of any conflict of interest they are aware of in relation to an action to be discussed or voted upon by the Board. The Trustees with such conflict of interest shall recuse themselves from discussing and voting on such action. No Trustee shall be deemed to have a conflict of interest simply by being a Parent of a child enrolled at Mulberry unless the action discussed or voted upon is intended to affect such child or the child's classroom differently from other children or other classrooms at Mulberry.

### **Section 3.13 Meetings.**

**3.13.1 Regular Meetings.** Regular meetings of the Board ("Regular Meetings") shall be held without call or notice on the days and at the times determined for each year by the school calendar. These may be

changed by a resolution of the Board. There shall be at least five (5) and no more than twelve (12) Regular Meetings of the Board per calendar year. In the event the Board cannot meet at the principal office of Mulberry or another physical location due to extenuating circumstances, the board may meet via electronic media so long as all Trustees in attendance may simultaneously hear each other and participate during the meeting.

**3.13.2 Special Meetings.** Special meetings of the Board (“Special Meetings”) may be called by any two (2) Trustees, by the Chairperson, by the Vice Chairperson, by the Secretary Trustee, or by the Head of School. Notice of a Special Meeting shall be delivered with at least seventy-two (72) hours’ notice by at least two (2) methods regularly used by the Board to communicate (provided that such methods are permissible methods of giving notice under applicable law), except that if a Standard Quorum of Voting Trustees agree to meet within a shorter time, whatever the notice, then the meeting is considered a valid Special Meeting.

**3.13.3 Location.** Meetings of the Board shall take place at the location of the principal office of Mulberry unless the Board determines an offsite location is more suitable and gives appropriate notice of that location.

**3.13.4 Attendance.** Meetings of the Board shall be attended in person, except that Trustees are authorized to participate through electronic media so long as all Trustees may simultaneously hear each other and participate during the meeting.

**3.13.5 Open Session.** Regular Meetings of the Board shall include an open session that is accessible to Mulberry employees and to Parents. The agenda shall be made available through the regular communication channels at least twenty-four (24) hours in advance to Mulberry employees and to the Parents.

**3.13.6 Executive Sessions.** Meetings of the Board may include executive sessions that are closed to all but Voting Trustees, the Head of School, and any person(s) invited by the Board, except that the Head of School shall not attend executive sessions when their contract, compensation, or performance is being reviewed, unless they are invited by the Board.

**3.13.7 Confidentiality.** Board discussions are confidential as specified by applicable law and the Standing Rules and policies adopted by the Board. Neither Voting nor Nonvoting Trustees shall disclose any Board discussion except in compliance with these limitations. Each Trustee shall sign a Confidentiality Agreement

prepared by the Governance Committee upon beginning their first term on the Board and annually thereafter.

### **Section 3.14 Conduct of Meetings.**

**3.14.1 Quorum.** A majority of the number of Voting Trustees in office constitutes a "Standard Quorum." A number of Voting Trustees greater than two-thirds (2/3) of the number of Voting Trustees in office constitutes a "Super Quorum."

**3.14.2 Power of Adjournment.** A majority of the Voting Trustees present at a meeting of the Board may adjourn the meeting to another time and place. Except as provided in Section 3.15.3 of these Bylaws or in the California Corporations Code, no business may be considered by the Board at any meeting at which a Standard Quorum is not present.

**3.14.3 Meeting Continuation without Quorum.** The Trustees present at a duly called and held meeting at which the quorum required for that meeting is initially present may continue to do business notwithstanding the loss of that quorum at the meeting due to a withdrawal of Trustees from the meeting, except that any action thereafter taken must be approved by at least a majority of the required quorum for that meeting or any greater percentage as may be required by law or these Bylaws.

**3.14.4 Meeting Procedures.** The meetings of the Board are chaired and moderated by the Chairperson of the Board, or in their absence by the Vice Chairperson of the Board, or in their absence by any Voting Trustee except the Secretary Trustee, as chosen by a majority of the Voting Trustees present.

**3.14.5 Absence of Secretary Trustee.** In the absence of the Secretary Trustee, a Voting Trustee designated by the Trustee chairing the meeting shall record the minutes of the meeting in accordance with Section 3.11.4 and Section 8.1 of these Bylaws.

**3.14.6 Vote.** All actions of the Board require a vote of the Voting Trustees to be accepted. A simple majority vote (more than half in favor) of a Standard Quorum are sufficient for all actions of the Board at a properly called meeting at which a Standard Quorum is initially present, except as required in Article 6 below.

**Section 3.15 Action without Meeting.** Any action required or permitted to be taken by the Board, except action amending these Bylaws or the Articles of Incorporation, may be taken without a meeting, if all Voting Trustees individually or collectively consent in writing to such action. For the

purposes of this section only, "Voting Trustees" does not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. If any Voting Trustee recuses himself or herself because of a conflict of interest as defined in Section 3.13 above, then unless such Voting Trustee is an "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law, the action cannot be taken without a meeting. Any written consent or consents must be filed with the minutes of the proceedings of the Board. Any action by written consent will have the same force and effect as the unanimous vote of the Voting Trustees. Any certificate or other document filed under any provision of law that relates to action so taken must state that the action was taken by unanimous written consent of the Board without a meeting and that the Bylaws of the Corporation authorize the Trustees to so act, and such statement will be prima facie evidence of such authority.

#### **ARTICLE 4. COMMITTEES OF THE BOARD**

**Section 4.1 Board Committees Procedures.** Committees of the Board may be permanent standing committees or ad hoc committees created and dissolved as necessary by the Board. The chair of each committee is nominated by the Governance Committee unless specified otherwise in these Bylaws and is voted into office by the Board after acceptance by the nominee. The chair of each committee may determine who shall be members of that committee. The Head of School shall be an ex officio member of all committees of the Board except (a) the Leadership Committee and any subcommittees thereof, and (b) the Governance Committee. Except for the Leadership Committee, committees may include non-Trustees as well as Trustees.

**Section 4.2 Role of Committees.** Committees of the Board report to the Board, make recommendations to the Board, and have no power to act in lieu of the Board.

**Section 4.3 Standing Committees.** There are four (4) standing Board committees: the Governance Committee, the Finance and Audit Committee, the Leadership Committee, and the Development Committee.

**4.3.1 Governance Committee.** The Governance Committee is composed of no fewer than three (3) Voting Trustees and the Head of School. One of the Voting Trustee members must be a current parent. The Governance Committee:

- (i) nominates potential Trustees;
- (ii) oversees Board training;
- (iii) trains new Trustees pursuant to section 3.9 of these

Bylaws;

- (iv) mentors new Trustees;
- (v) evaluates Board performance;
- (vi) nominates Core Trustees; and
- (vii) evaluates and proposes amendments to these Bylaws and the Standing Rules.

**4.3.2 Finance and Audit Committee.** The Finance and Audit Committee is chaired by the Finance Trustee and shall include the Treasurer and no fewer than two (2) additional members, who need not be Trustees. The Finance and Audit Committee:

- (i) reviews the budget proposed by the Head of School and their staff and assists with the presentation by the lead finance administrator to the Board;
- (ii) works with the Head of School and their staff to:
  - select an auditor and provide requested board documents for the audit;
  - develop and recommend investment policies for approval by the Board;
  - oversee investments according to investment policies set by the Board; and
  - develop and recommend financial aid policies to present to the Board.

**4.3.3 Leadership Committee.** The Leadership Committee is chaired by the Chairperson of the Board and consists of the Finance Trustee and one other Voting Trustee. The Leadership Committee:

- (i) supports and provides mentorship for the Head of School;
- (ii) develops the Head of School performance and review process;
- (iii) conducts the Head of School performance reviews;
- (iv) recommends the Head of School contract and compensation; and
- (v) recommends broad employee contract and compensation guidelines.

**4.3.4 Development Committee.** The Development Committee is chaired by a Voting Trustee and shall include no fewer than four (4) members, of which two (2) must be Trustees. The Development Committee:

- (i) recommends fundraising goals;
- (ii) manages board fundraising; and
- (iii) engages in strategic collaboration with staff to establish and implement the school fundraising program.

## **ARTICLE 5. OFFICERS OF MULBERRY**

**Section 5.1 President.** The Board shall appoint a Head of School who shall also be the President of Mulberry. The Head of School shall be the only employee of Mulberry who reports directly to the Board. The Board shall set the objectives of the Head of School, shall review their performance, shall set their compensation, and shall have the power to terminate their employment, subject to the terms of the Head of School's employment agreement. The Head of School has responsibility for all day-to-day operations of Mulberry, to be performed in accordance with all applicable laws; these Bylaws; the school mission statement and vision; and the policies established by the Board. Such responsibility includes (a) the power to hire and fire all other Mulberry personnel (subject to the terms of their employment agreements), (b) the power to recruit and dismiss students of Mulberry (subject to the terms of their enrollment agreements), and (c) the power to establish and implement Mulberry's educational curriculum consistent with the school mission statement and vision.

**Section 5.2 Other Officers.** The Head of School shall appoint two employees of Mulberry to the offices of Treasurer and Secretary of Mulberry, respectively. The President, the Treasurer, and the Secretary of Mulberry shall be together the "Officers" of Mulberry. No person shall assume more than one of these three offices at the same time.

**Section 5.3 Treasurer.** Subject to the requirements of Article 7 of these Bylaws, the Treasurer shall:

- (i) Have charge and custody of, and be responsible for, all funds and securities of Mulberry, and deposit or cause to be deposited all such funds in the name of Mulberry in such banks, trust companies, or other depositories as will be selected by the Board;
- (ii) Receive and give receipt for, or cause to receive and give receipt for, monies due and payable to Mulberry from any source whatsoever;
- (iii) Disburse or cause to be disbursed the funds of Mulberry as may be directed by the Board, taking proper vouchers for such disbursements;
- (iv) Maintain adequate and correct accounts of Mulberry's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- (v) Exhibit at all reasonable times the books of account and financial records to any Trustee, or to their legally designated agent or attorney, on request therefor;
- (vi) Render to the Head of School and Trustees, whenever

- requested, an account of any or all of their transactions as Treasurer and of the financial condition of Mulberry;
- (vi) Prepare or cause to be prepared, and certify or cause to be certified, the financial statements to be included in any required reports; and
  - (vii) In general, perform all duties incident to the office of Treasurer and such other duties as may be assigned to them from time to time by the Head of School or which may be required by law, by the Articles of Incorporation of Mulberry (“Articles of Incorporation”), or by these Bylaws.

**Section 5.4 Secretary.** The Secretary shall:

- (i) Certify and keep at the principal office of Mulberry, the original or a copy of these Bylaws as amended;
- (ii) Keep at the principal office of Mulberry a book of minutes of all meetings of Trustees and committees of the Board provided by the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, the names of those present, and the proceedings thereof;
- (iii) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (iv) Maintain or cause to be maintained the corporate records of Mulberry as required by law;
- (v) Keep at the principal office of Mulberry a book containing the name, address, telephone number, and other contact information provided by each Trustee;
- (vi) Exhibit at all reasonable times to any Trustee, or to their agent or attorney, on request therefor, the Bylaws and the minutes of the proceedings of the Trustees; and
- (vii) In general, perform all duties incident to the office of Secretary and such other duties as may be assigned to them from time to time by the Head of School or which may be required by law, by the Articles of Incorporation, or by these Bylaws.

**Section 5.5 Term of Office as Officers.** The Head of School holds the office of the President until the end of their employment with Mulberry. The Treasurer and the Secretary hold their respective offices until revoked by the Head of School, or until their employment with

Mulberry terminates, whichever occurs first.

## **ARTICLE 6. AMENDMENTS**

**Section 6.1 Amendments to the Bylaws.** Amendments to these Bylaws may be discussed and voted upon only during open sessions of a Regular Meeting of the Board when a Super Quorum is present, or at any open session of a Special Meeting when all Voting Trustees and Nonvoting Trustees are present. Proposed amendments to these Bylaws shall be made available to Mulberry employees and to Parents through normal communications channels at least twenty (20) days prior to being voted upon by the Board. Amendments to these Bylaws require a vote in favor from at least two-thirds (2/3) of all Voting Trustees then in office.

**Section 6.2 Amendments to the Articles of Incorporation.** Amendments to the Articles of Incorporation may be discussed and voted upon only during open sessions of a Regular Meeting of the Board when a Super Quorum is present, or at any open session of a Special Meeting when all Voting Trustees and Nonvoting Trustees are present. Proposed amendments to the Articles of Incorporation shall be made available to Mulberry employees and to Parents through normal communications channels at least twenty (20) days prior to being voted upon by the Board. Amendments to the Articles of Incorporation require a vote in favor from at least two-thirds (2/3) of all Voting Trustees then in office.

## **ARTICLE 7. EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

**Section 7.1 Execution of Instruments.** The Board may authorize any Officer or agent of Mulberry to enter into any contract or execute and deliver any instrument in the name of and on behalf of Mulberry, and such authority may be general or confined to specific instances. Unless authorized by the Board, no Officer, agent, or employee has any power or authority to bind Mulberry by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 7.2 Deposits.** All funds of Mulberry must be deposited to the credit of Mulberry in such banks, trust companies, or other depositories as the Board may select.

**Section 7.3 Gifts.** The Board may accept on behalf of Mulberry any contribution, gift, bequest, or devise for the charitable or public purposes of Mulberry.

## **ARTICLE 8. CORPORATE RECORDS AND REPORTS**

**Section 8.1 Maintenance of Corporate Records.** Mulberry must keep at its principal office:

- (a) Minutes of all meetings of Trustees and committees of the Board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, the names of those present, and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses; and
- (c) A copy of Mulberry's Articles of Incorporation and Bylaws as amended to date.

**Section 8.2 Trustees' Inspection Rights.** Each Trustee has the absolute right at any reasonable time to inspect all books, records, and documents of every kind and to inspect the physical properties of Mulberry, subject to any restrictions imposed by applicable law, including those specifying employee, student, or family rights to privacy or confidentiality.

**Section 8.3 Right to Copy and Make Extracts.** Any inspection under the provisions of this Article may be made in person or by agent or attorney, and the right to inspection includes the right to copy and make extracts.

**Section 8.4 Annual Report.** The Board will cause an annual report to be furnished to all Trustees not later than one hundred and twenty (120) days after the close of Mulberry's fiscal year, which report must contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of Mulberry as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of Mulberry, both unrestricted and restricted to particular purposes, for the fiscal year; and
- (d) The expenses or disbursements of Mulberry, for both general and restricted purposes, during the fiscal year.

The annual report will be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized Officer of Mulberry that statements contained in the annual report were prepared without audit from the books and records of Mulberry.

## **ARTICLE 9. FISCAL YEAR**

The fiscal year of Mulberry begins on the first day of July and ends on the last day of June in each year.

## **ARTICLE 10. CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law will govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and the neuter, and the plural number includes the singular (or vice versa in each case, as necessary). Article and section titles have no particular meaning and their only role is to bring clarity to the organization of this document.

## **ARTICLE 11. MEMBERS**

**Section 11.1 Members.** Mulberry will have no members within the meaning of the California Nonprofit Corporation Law. Pursuant to Section 5310(b) of the California Nonprofit Corporation Law, any action that would otherwise require approval by a majority of all members or approval by the members will require only the approval of the Board.

**Section 11.2 Associated Persons.** Nothing in this should be construed as limiting the right of Mulberry to refer to persons associated with it as “members” even though such persons are not members within the meaning of Section 5056 of the California Nonprofit Corporation Law, and no such reference will constitute anyone a member within the meaning of Section 5056. The Board may, in its discretion, create one or more category or class of “membership” for such associated persons and may bestow upon such class or classes any rights or obligations it deems appropriate unless prohibited by law or by Mulberry’s Articles of Incorporation or Bylaws. Mulberry may confer by amendment of its Articles of Incorporation or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote (a) for the election of Trustees, (b) on a disposition of all or substantially all of the assets of Mulberry, (c) on a merger, (d) on a dissolution, or (e) on changes to Mulberry’s Articles of Incorporation or Bylaws, but no such person will be a member within the meaning of Section 5056.

## ARTICLE 12. PRECEDENCE AND HISTORY

**Section 12.1 Conflicts.** In case of conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation take precedence. Any provision of these Bylaws that violates any applicable law shall be considered null. The invalidation of a portion of these Bylaws shall not invalidate the remaining of these Bylaws

**Section 12.2 Pre-existing Policies.** School policies enacted before these Bylaws were adopted and that do not directly conflict with these Bylaws shall remain valid after these Bylaws are adopted.

### CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of Mulberry named in the title thereto and that such Bylaws were duly adopted by the Board of said Corporation on May 13, 2020.

Dated: May 25, 2020

Lynn Golbetz

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Governance Chair