

**AMENDED AND RESTATED BYLAWS
OF
INMAN MIDDLE SCHOOL FOUNDATION, INC.**

Adopted by the Board of Trustees as of [_____]

TABLE OF CONTENTS

ARTICLE I — Name, Location and Offices

- Section 1.1 Name
- Section 1.2 Registered Office and Agent
- Section 1.3 Other Offices

ARTICLE II — Nature and Purpose of Corporation

- Section 2.1 Nonprofit Corporation
- Section 2.2 Purposes
 - Section 2.2.1 Section 501(c)(3)
 - Section 2.2.2 Financial Support for the School
 - Section 2.2.3 Incidental Powers
- Section 2.3 Governing Instruments

ARTICLE III — Board of Trustees

- Section 3.1 Management of Corporation
- Section 3.2 Composition; Term in Office; Election
 - Section 3.2.1 Number
 - Section 3.2.2 Manner of Election
 - Section 3.2.3 One Year Exception Period
- Section 3.3 Classified Board of Trustees
 - Section 3.3.1 Class I Trustees
 - Section 3.3.2 Class I Trustees Voting Privileges
- Section 3.4 Removal
- Section 3.5 Vacancies
- Section 3.6 Qualifications of Members
- Section 3.7 Authority
- Section 3.8 Annual Meeting
- Section 3.9 Special Meetings
- Section 3.10 Action Without a Meeting
- Section 3.11 Telephone and Similar Meetings
- Section 3.12 Quorum
 - Section 3.12.1 General Matters
 - Section 3.12.2 Class I Matters
- Section 3.13 Notices
 - Section 3.13.1 Meetings
 - Section 3.13.2 Actions Without a Meeting
 - Section 3.13.3 Notices Generally
- Section 3.14 Waiver of Notice
 - Section 3.14.1 Written Waiver
 - Section 3.14.2 Attendance as Waiver
- Section 3.15 Compensation

TABLE OF CONTENTS
(Continued)

ARTICLE IV — Committees of the Board of Trustees

- Section 4.1 Creation of Committees
 - Section 4.1.1 Executive Committee
- Section 4.2 Selection of Members
- Section 4.3 Required Procedures

ARTICLE V - Officers

- Section 5.1 In General
- Section 5.2 President
- Section 5.3 Vice President
- Section 5.4 Secretary
- Section 5.5 Treasurer
- Section 5.6 Other Authority and Duties
- Section 5.7 Removal
- Section 5.8 Compensation

ARTICLE VI — Depositories; Signatures

- Section 6.1 Depositories
- Section 6.2 Execution of Legal Instruments

ARTICLE VII — Indemnity and Insurance

- Section 7.1 Actions Against Trustees and Officers
- Section 7.2 Advance for Expenses of Trustees and Officers
- Section 7.3 Insurance

ARTICLE VIII— Conflicts of Interest

- Section 8.1 Conflict of Interest Transactions
- Section 8.2 Fairness to the Corporation
- Section 8.3 Remedies for Violation of Conflict of Interest Requirements

ARTICLE IX — Amendment of Articles of Incorporation or Bylaws

ARTICLE I
NAME, LOCATION AND OFFICES

1.1 Name. The name of this Corporation shall be Inman Middle School Foundation, Inc.

1.2 Registered Office and Agent. The Corporation shall maintain a registered office in the State of Georgia, and shall have a registered agent whose address is identical with the address of such registered office, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

1.3 Other Offices. The principal office of the Corporation shall be located at 774 Virginia Ave NE, Atlanta, Georgia 30306. The Corporation may have other offices at such place or places, and may conduct its affairs, within or outside the State of Georgia, as the Board of Trustees may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE II
NATURE AND PURPOSE OF CORPORATION

2.1 Nonprofit Corporation. The Corporation shall be organized and operated as a nonprofit corporation under the provisions of the Official Code of Georgia § 14-3-100 *et seq.* (the "Georgia Nonprofit Corporation Code"). The corporation shall have no capital stock and no shareholders, and no part of the net earnings, income, or profit of the Corporation shall inure to the benefit of or be distributable to its Trustees, officers, or other private individual except that the Corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its charitable and educational purposes. The Corporation is not in any way sponsored by Inman Middle School (the "School") or Atlanta Public Schools.

2.2 Purposes.

2.2.1 Section 501(c)(3). The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States internal revenue law). The Corporation shall serve only such purposes and functions and shall engage only in such activities as are consistent with the purposes set forth in this Article II and as are exclusively charitable and are entitled to charitable status under Section 501(c)(3) of the Internal Revenue Code.

2.2.2 Financial Support for the School. The principal charitable and educational purpose of the Corporation shall be to promote and enrich the education of students attending public schools in the city of Atlanta, Georgia by providing financial support for the educational programs of the School.

2.2.3 Incidental Powers. The Corporation may perform all acts necessary or incidental to the above and do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Trustees in its discretion, to carry out any of the purposes of the Corporation, as set forth in the articles of incorporation and these bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code (within and subject to the limitations of Section 501(c)(3) of the I.R.C.)

2.3 Governing Instruments. The Corporation shall be governed by its articles of incorporation and these Bylaws.

ARTICLE III
BOARD OF TRUSTEES

3.1 Management of Corporation. The Corporation shall be managed by a Board of Trustees (the "Board of Trustees"). The Board of Trustees may also be referred to the Board of Directors for purposes required under the Georgia Nonprofit Corporation Code.

3.2 Composition; Term in Office; Election.

3.2.1 Number. The Board of Trustees shall be composed of no fewer than five (5) members and no more than fifteen (15) members. The Board of Trustees may by resolution fix the precise number of members between the stated limits by increasing or reducing the number of elected Trustees, but any reduction in the number of elected members of the Board shall take effect only at the expiration of the term of office of the members whose offices are to be eliminated or upon their earlier resignation. No such reduction in the number of members of the Board of Trustees shall be made by elimination of the office of any ex-officio Trustee.

3.2.2 Manner of Election. The Trustees of the Corporation shall be elected by a majority of the Governing Board, as that term is defined below. Each Trustee so elected shall take office as of the close of the meeting to elect such Trustee. Class I Trustees shall continue in office for a term as described in Section 3.3.1 of these Bylaws. Class II, Class III and Class IV Trustees shall continue in office for a term of two (2) years and thereafter until his or her successor shall have been elected and qualified or until his or her earlier death, resignation, retirement, disqualification, or removal.

3.2.3 One Year Exception Period. Except as provided for in Section 3.3.1, each Trustee may be elected for up to two consecutive two (2) year terms. Upon the completion of two two (2) year terms as a Trustee, such Trustee shall be required to take a one-year leave of absence from the Corporation's Board of Trustees until after the expiration of this one (1) year exception period; provided, however, that the Executive Committee may waive this restriction under special and compelling circumstances.

3.3 Classified Board of Trustees. The Trustees shall be classified with respect to the time for which they severally hold office into four classes, each to serve staggered two (2) year terms, as nearly equal in number as possible: one class ("Class I") whose initial term expires as described directly below in Section 3.3.1, another class ("Class II") whose initial term expires after the first Annual Meeting of the Board of Trustees after such Class II Trustees are elected, another class ("Class III") whose initial term expires after the second Annual Meeting of the Board of Trustees after such Class III Trustees are elected and another class ("Class IV") whose initial term expires after the third Annual Meeting of the Board of Trustees after such Class IV Trustees are elected.. The Class II, Class III and Class IV Trustees shall be referred to collectively as the "Governing Board". The Executive Committee shall be responsible for dividing the initial Trustees into the respective Classes described above. After such initial division, at each Annual Meeting of the Board of Trustees where the term of a respective Class of Trustees is set to expire, and subject to Sections 3.2.2, 3.2.3 and 3.3.1 hereof, the full Board of Trustees shall vote to replace or re-elect each Trustee in such Class. If the number of Trustees is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Trustees in each class as nearly equal as possible, and any additional Trustee of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of Trustees shorten the term of any incumbent Trustee.

3.3.1 Class I Trustees. The Class I Trustees shall be comprised of the following positions: a Parent Teacher Association Representative (the "PTA Representative"), the Principal of the School (the "Principal"), and a Teacher Representative the "Teacher Representative"). Class I Trustees will be elected in the manner described in Section 3.2.2 of these bylaws. The Principal shall continue to serve as a Trustee for so long as he or she serves as Principal of the School. The PTA Representative shall continue in office for a term of one (1) year and thereafter until his or her successor shall have been elected and qualified or until his or her earlier death, resignation, retirement, disqualification, or removal. The Teacher Representative shall continue in office for a term of one (1) year and thereafter until his or her successor shall have been elected and qualified or until his or her earlier death, resignation, retirement, disqualification, or removal.

3.3.2. Class I Trustees Voting Privileges. The Class I Trustees shall be entitled to vote on matters designated as "Class I Matters" by the Governing Board pursuant to Section 3.12 hereof.

3.4 Removal. Any Trustee may be removed for cause by the Governing Board. The determination of what constitutes "for cause" shall be made solely by the Governing Board in its reasonable discretion, as guided by the principles set forth in that certain Board of Trustees Policy Statement that is to be adopted by the Governing Board as soon as is practicable after the adoption of these Bylaws. A removed Trustee's successor may be appointed by the Governing Board to serve the unexpired term.

3.5 Vacancies. Any vacancy in the Board of Trustees arising at any time and from any cause, including the authorization of an increase in the number of Trustees, may be filled for the unexpired term only by the Governing Board. Unless otherwise provided by the Governing Board, each Trustee so appointed shall hold office until the expiration of his or her term, or the unexpired term of his or her predecessor, as the case may be, and until his or her successor is elected and qualified.

3.6 Qualifications of Members. Members of the Board of Trustees shall be at least eighteen (18) years old and may reside within or without the State of Georgia at the time of their election.

3.7 Authority. The business and affairs of the Corporation shall be managed under the direction and authority of the Board of Trustees. The Board of Trustees may exercise all powers of the Corporation, subject to any restrictions imposed by law, the Articles of Incorporation, or these Bylaws.

3.8 Annual Meeting. The annual meeting of the Board of Trustees for the purpose of electing Trustees and officers, and transacting such other business as may be brought before the meeting shall be held each year without notice on the first Monday in May, or at some other date in May of each year as agreed to by a majority of the Trustees at least 30 days prior to (a) the established date of the Annual Meeting; and (b) the proposed new date of the Annual Meeting. The Board of Trustees may by resolution provide for the time and the place of other regular meetings, and no notice of such regular meetings need be given.

3.9 Special Meetings. Special meetings of the Board of Trustees may be called by the President or by any two (2) members of the Board of Trustees, and written notice of the time and place of such meeting shall be given to each member of the Board of Trustees by first class or air mail, facsimile, electronic mail or in person as provided for, if applicable, by the Georgia Nonprofit Corporation Code at least two (2) days before the meeting. Any member of the Board of Trustees may execute a waiver of notice either before or after any meeting, and shall be deemed to have waived notice if he or she is present at such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Trustees need be stated in the notice or waiver of notice of such meeting. Any meeting may be held at any place within or without the State of Georgia.

3.10 Action Without a Meeting. The Trustees may act on any matter generally required or permitted at a board meeting, without actually meeting, when a majority of the Trustees votes unanimously even if not all Trustees have yet voted, upon the following conditions: (i) a majority of the Trustees votes unanimously, (ii) each voting Trustee signs a written consent describing the action taken, and (iii) the Trustees file the consent or consents with the records of the corporation. A Trustee may also take action within the meaning of this Section 3.10 by e-mail if the following conditions are met: (i) the email comes directly from the Trustee and not from another party on behalf of the Trustee, (ii) the subject matter of the email refers directly to the request for Trustee action without a meeting, and (iii) the Trustee's reply clearly states the Trustee's consent to take or not take the action contemplated by the subject matter thereof. If conditions (i) through (iii) of the preceding sentence are fulfilled, such email response shall be considered a "signed consent" for the purposes of this Section 3.10. Action taken by consent is effective when the last Trustee required for an effective action signs the consent or sends an email meeting the requirements stated above, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be referred to as a meeting in any document.

3.11 Telephone and Similar Meetings. Trustees may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in 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.

3.12 Quorum.

3.12.1 General Matters. A majority of the Governing Board at any time shall constitute a quorum for the transaction of business at any meeting. When such a quorum is present, the vote of a majority of the Governing Board present shall be an act of the Board of Trustees, unless a greater vote is required by law, the Articles of Incorporation or these Bylaws.

3.12.2 Class I Matters. A majority of all Trustees in office at any time shall constitute a quorum for the transaction of any Class I Matters, as designated by the Governing Board, at any meeting. When such a quorum is present, the vote of a majority of all Trustees present concerning such Class I Matter or Class I Matters shall be an act of the Board of Trustees, unless a greater vote is required by law, the Articles of Incorporation or these Bylaws. The Trustees in office shall determine, by resolution what matters constitute Class I Matter and such determination shall remain in full force and effect until such time as the Trustees, then in office, shall amend, append or repeal, by resolution, the determination, at that time, in effect.

3.13 Notices.

3.13.1 Meetings. At least twenty-four (24) hours' notice of each regular or special meeting of the Board of Trustees, stating the time and place for the meeting, shall be given to each Trustee, by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, by courier, by telegram, mailgram, telex, telecopy, facsimile transmission, electronic mail or other similar means of transmission or by personal communication either over the telephone or otherwise, except as provided in Section 3.14 of these Bylaws.

3.13.2 Actions Without a Meeting. At least forty-eight (48) hours' notice of an action without a meeting undertaken by the Governing Body or the Board of Trustees pursuant to Section 3.10 hereof shall be given to each Trustee prior to the effectiveness such action without a meeting. Such notice shall contain a written account of the action to be taken and shall be given to each Trustee, by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, by courier, by telegram, mailgram, telex, telecopy, facsimile transmission, electronic mail or other similar means of transmission or by personal communication either over the telephone or otherwise, except as provided in Section 3.14 of these Bylaws.

3.13.3 Notices Generally. Any notice delivered to any Trustee pursuant to these Bylaws shall be addressed, where applicable, to such Trustee at his or her last known address as the same appears on the books of the Corporation. Notice of a meeting of the Board of Trustees need not state the purpose or purposes thereof and shall be deemed given (i) when received by the Trustee in the case of hand delivery or personal communication over the telephone or otherwise, (ii) three (3) business days after depositing such notice in the mail in the case of delivery by mail, (iii) one (1) business day after depositing such notice with a courier (specifying next day delivery) or (iv) when sent in the case of delivery by telegram, mailgram, telex, telecopy, facsimile transmission, electronic mail or other similar means of transmission.

3.14 Waiver of Notice.

3.14.1 Written Waiver. A written waiver of any notice, signed by a Trustee, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such Trustee. Neither the business nor the purpose of any meeting need to be specified in such a waiver.

3.14.2 Attendance as Waiver. Attendance at a meeting of the Board of Trustees or such Committee of the Board of Trustees as may from time to time be established pursuant to Article IV of these bylaws, shall constitute a waiver of notice of such meeting, except when the Trustee or member of such Committee attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

3.15 Compensation. No Trustee shall receive compensation for his or her services as a Trustee of the Corporation.

**ARTICLE IV
COMMITTEES OF THE BOARD OF TRUSTEES**

4.1 Creation of Committees. The Board of Trustees may create one or more committees and appoint members of the board to serve on them (each individually a "Committee" and collectively, the "Committees"). Each committee must have one (1) or more Trustees, who serve at the pleasure of the Board of Trustees. Volunteers from the community may serve on such Committees when appropriate.

4.1.1 Executive Committee One such Committee created by the Board of Trustees shall be the Executive Committee. The Executive Committee shall consist of the President, Vice President, Secretary and Treasurer of the Corporation. In addition, the Chairpersons of Committees established from time-to-time by the Board of Trustees shall serve as non-voting, ex-officio members of the Executive Committee.

4.2 Selection of Members. Committees may be created by the approval of all the existing Trustees when such action is taken pursuant to Article III of these bylaws.

4.3 Required Procedures. Sections 3.08 through 3.14 of Article III, which govern meetings, action without meetings, telephonic attendance at meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Trustees, apply to committees and their members.

**ARTICLE V
OFFICERS**

5.1 In General. The officers of the Corporation shall consist of a President, a Vice President, a Secretary, a Treasurer, and such other officers or assistant officers as may be elected by the Board of Trustees. Each officer shall hold office until the end of the annual meeting of the Board of Trustees next following the date of his or her election and until his or her successor has been elected and has qualified, or until his or her earlier resignation, removal from office, or death. Any two or more offices may be held by the same person, except that the same person shall not be both President and Secretary.

5.2 President. The President shall be the Chief Executive Officer of the Corporation and shall give general supervision and direction to the affairs of the Corporation, subject to the direction of the Board of Trustees.

5.3 Vice President. The Vice President shall act in the case of the absence or disability of the President and shall have other duties as may be assigned by the President or the Board of Trustees.

5.4 Secretary. The Secretary shall give notice of all meetings of the Board of Trustees for which notice is required, shall keep the minutes of the proceedings of the Board of Trustees, and shall maintain the general records of the Corporation.

5.5 Treasurer. The Treasurer shall be responsible for the maintenance of proper financial books and records of the Corporation, and shall have custody of its funds and other assets.

5.6 Other Authority and Duties. Each officer, employee, and agent of the Corporation shall have such other duties and authority as may be conferred upon him or her by the Board of Trustees or delegated to him or her by the President.

5.7 Removal. Any officer may be removed at any time by the Board of Trustees, and such vacancy may be filled by the Board of Trustees.

5.8 Compensation. No salaries shall be paid to members of the Board of Trustees or officers for their services in such capacity, but the Board of Trustees may authorize reimbursement of expenses incurred by them on behalf of the Corporation. The Board of Trustees may authorize reasonable compensation for the services of any officers who serve as employees or agents of the Corporation.

ARTICLE VI **DEPOSITORIES, SIGNATURES, AND SEAL**

6.1 Depositories. All funds of the Corporation shall be deposited in the name of the Corporation in such bank, banks, or other financial institutions as the Board of Trustees may from time to time designate and shall be drawn out on checks, drafts, or other orders signed on behalf of the Corporation by such person or persons as the Board of Trustees may from time to time designate.

6.2 Execution of Legal Instruments. All contracts, deeds, and other instruments shall be signed on behalf of the Corporation by the President or by such other officer, officers, agent, or agents as the Board of Trustees may from time to time provide.

ARTICLE VII **INDEMNITY AND INSURANCE**

7.1 Actions Against Trustees and Officers. The Corporation shall indemnify, to the fullest extent permitted by the Georgia Nonprofit Corporation Code and, if applicable, Section 4941 of the Internal Revenue Code of 1986, as amended, any individual made a party to a

proceeding because such individual is or was a Trustee or officer of the Corporation against liability incurred in the proceeding, if such individual conducted himself or herself in good faith, and (1) in the case of conduct in his or her official capacity, reasonably believed his or her conduct was in the best interests of the Corporation, (2) in all other cases, reasonably believed that his or her conduct was at least not opposed to the best interests of the Corporation, and (3) in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

7.2 Advance for Expenses of Trustees and Officers. The Corporation shall pay for or reimburse the reasonable expenses incurred by a Trustee or officer who is a party to a proceeding because such individual is a Trustee or officer in advance of final disposition of the proceeding, if:

(i) The Trustee or officer furnishes the Corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 7.1 above or that the proceeding involves conduct for which liability has been eliminated by the Corporation's Articles of Incorporation; and

(ii) The Trustee or officer furnishes the Corporation a written undertaking to repay any advances if it is ultimately determined that the Trustee or officer is not entitled to indemnification. The written undertaking required by paragraph (ii) above must be an unlimited general obligation of the Trustee or officer but need not be secured and may be accepted without reference to financial ability to make repayment.

7.3 Insurance. To the extent permitted by Georgia law, the Corporation may purchase and maintain insurance, at its expense, to protect itself and any Trustee, officer, employee or agent of the Corporation or another Corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such Person against such expense, liability or loss.

ARTICLE VIII **CONFLICTS OF INTEREST**

8.1 Conflict of Interest Transactions. No Trustee or officer of the Corporation, or any family member of such Trustee or officer, or any corporation, partnership, association, trust, or other entity in which such Trustee or officer, or family member of such Trustee or officer, serves as a Trustee, officer, partner, or trustee, or has a financial interest, shall be permitted to enter into any contract or transaction with the Corporation unless:

(i) Such Trustee or officer discloses to the Board of Trustees of the corporation the material facts as to his or her or his or her family member's relationship with or interest in the entity proposing to enter into the contract or transaction with the corporation, and the Board of Trustees authorizes the contract or transaction by the affirmative vote of a majority of disinterested Trustees (even though such disinterested Trustees may constitute less than a quorum); and

(ii) The contract or transaction is fair to the Corporation.

8.2 Fairness to the Corporation. Factors to be considered in determining whether the contract or transaction is "fair" to the Corporation include an examination of the following:

(i) The price and terms of the contract or transaction (the price and terms of the contract or transaction may vary, but must be on a level which the Board of Trustees would accept in an arm's-length negotiation, in light of the knowledge that the Board of Trustees would reasonably have acquired in the course of such negotiation); and

(ii) Whether the Board of Trustees would reasonably determine that the contract or transaction was in the best interests of the Corporation.

8.3 Remedies for Violation of the Conflict of Interest Requirements. If a Trustee or officer of the Corporation, or any family member of such Trustee or officer, or any corporation, partnership, association, trust, or other entity in which such Trustee, officer or family member of such Trustee or officer serves as a Trustee, officer, partner, or trustee, or who has a financial interest, enters into any contract or transaction with the corporation without complying with the requirements described above, the Board of Trustees may, in its sole discretion:

(i) Void such contract or transaction in its entirety and recover from such Trustee or officer any damages and expenses suffered or incurred by the corporation as a result of the contract or transaction; or

(ii) Modify the price and terms of the contract or transaction so that the corporation receives a price and terms comparable to what the corporation would receive in an arm's-length negotiation.

ARTICLE IX
AMENDMENT OF ARTICLES OF INCORPORATION OR BYLAWS

The Governing Board shall have the power to alter and amend the Articles of Incorporation or Bylaws and to repeal the Bylaws or to adopt new Bylaws. Action by the Trustees with respect to the Articles of Incorporation or Bylaws shall be taken by an affirmative vote of a majority of the Trustees constituting the Governing Board then in office.