

**CHARTER SCHOOL CONTRACT AMENDMENT No. 2 TO THE
PINNACLE CHARTER SCHOOL – CHARTER SCHOOL INSTITUTE
CONTRACT DATED JULY 1, 2016**

1. PARTIES

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") to the Pinnacle Charter School - Colorado Charter School Institute Contract dated July 1, 2016 ("Contract") is made this 20th day of March, 2018, and is entered into by and between the Board of the Colorado Charter School Institute (hereinafter called "Institute"), and the Pinnacle Charter School (hereinafter called "School.")

2. FACTUAL RECITALS

The Parties entered into the Contract on July 1, 2016 for the renewal of the School to an Institute Charter School in Colorado. Said Contract remains in full force and effect in all its provisions, except as modified herein.

3. CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth.

4. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and all prior amendments thereto, if any, remain in full force and effect, except as specifically modified herein.

5. MODIFICATIONS TO RENEWAL CONTRACT

The Bylaws set forth in Exhibit B of the Contract shall be revised as follows:

SEE ATTACHED "EXHIBIT B"

6. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable upon signature of the parties (hereinafter, "Effective Date").

7. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8. AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT NO. 2.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____
Chair, Board of Directors

THE PINNACLE CHARTER SCHOOL

By: _____
Chair, Board of Directors

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN
Attorney General

BY: _____
Assistant Attorney General

COLORADO CHARTER SCHOOL INSTITUTE

By: 
Chair, Board of Directors

THE PINNACLE CHARTER SCHOOL

By: 
Chair, Board of Directors

APPROVED AS TO FORM:

CYNTHIA H. COFFMAN
Attorney General

BY: 
Assistant Attorney General

EXHIBIT B

BYLAWS

OF THE

THE PINNACLE CHARTER SCHOOL, INC.

ARTICLE I

GENERAL MATTERS

Section 1.1. Name. The name of the Charter School, a Colorado Non-Profit Corporation, is Pinnacle Charter School, Inc. ("The Pinnacle"). The governing body of The Pinnacle shall be referred to as the "Board of Directors."

Section 1.2 Fiscal Year. The fiscal year of The Pinnacle shall coincide with the fiscal year of the Colorado Charter School Institute ("CSI").

Section 1.3. Principal Office. The Principal Office of the Corporation shall be located on the campus of The Pinnacle Charter School, 1001 W. 84th Avenue, Federal Heights, CO 80260.

Section 1.4. Registered Office. The Registered Office of the Corporation as recorded with the Colorado Secretary of State may, but need not, be identical with the Principal Office. The address of the Registered Office may be changed from time to time by the Board of Directors.

Section 1.5. Members. The Corporation has three Membership Classes: Class A, consisting of all custodial parents or legal guardians of students enrolled as a student at The Pinnacle Charter School; Class B, consisting of all employees of The Pinnacle Charter School; and Class C, consisting of all students currently enrolled in The Pinnacle Charter School. Each Class A and Class B member shall have the right to participate in the affairs of the Corporation and vote in elections for Board members of the Board, parent members of the Advisory/Accountability Council and on issues placed on the ballot at elections. The term "parent" as used throughout these Bylaws shall refer both to a parent or guardian of an enrolled child.

ARTICLE II BOARD OF

DIRECTORS

Section 2.1. Number and Qualifications:

The Pinnacle shall have a Board of Directors ("the Board") consisting of no more than seven members.

- a. No more than five of the seven members will be parents of a pupil enrolled in the Pinnacle.

b. No more than two of the seven members will be educational or business professionals from the community-at-large (Community Board members). These two members must not be directly engaged financial or business dealings with The Pinnacle at the time of their election or while serving on the Board nor have any past or present relationships to The Pinnacle [e.g. spouse of employee, etc.]. They must not have students enrolled at The Pinnacle while they are in office.

c. Community Board members must have a minimum of five years of professional leadership experience and hold or have held a leadership position or be a board member of an existing registered Colorado company or organization.

d. All Board members may serve if not disqualified by virtue of having pled guilty to, pled nolo contendere to, received a deferred sentence or judgment to, or been convicted of any felony or to any offense involving sexual conduct, domestic violence, assault, drug possession or drug distribution, child abuse or exploitation, theft, fraud, or other crimes of a fiduciary nature against the laws of the federal government, State of Colorado, any other States or Territories of the United States government, State of Colorado, any other States or Territories of the United States.

e. No person shall serve as a Board member who is or has been an employee of the school.

f. No person shall serve as a board member who is a relative of a current or former Pinnacle employee.

g. No person shall serve as a Board member while simultaneously conducting business with the school either as a private contractor or vendor.

h. No Board member may be related to an existing Pinnacle Employee

i. Only one parent per family may serve on the Board at a time.

j. Board members shall be required to receive eight (8) hours of training in governance practice every school year in addition to signing, agreeing, and adhering to all terms of the Board Member's Packet. This requirement may be met through participation in the training component of each Board work session. All new Board Members must complete a training requirement which may consist of completing Board Training Modules available on the Colorado Department of Education Website along with other training deemed appropriate by the Board President within one year of beginning their service on The Board. Failure to complete training by the end of the Board member's first year of service will result in expulsion from the Board.

k. A candidate for a parent seat on the Board must have attended a minimum of two (2) Board of Directors meetings in the year of their intended candidacy or served as a member of the Pinnacle Advisory Council or volunteered for a minimum of 20 hours within the 12 months prior to their candidacy.

Section 2.2. Terms:

Board Members will serve no more than two complete three-year terms plus any balance remaining on an unexpired term if the initial appointment was to fill a vacancy. Elections will be conducted in accordance with Article III of these By-laws. Board Members' terms shall expire at the first Board meeting after the

election and the term of the newly elected members shall commence. Parent Board members whose children leave The Pinnacle for any reason, shall cease to be qualified to serve in the position to which they were elected. The Board shall fill the vacancy pursuant to Section 2.3.

The two Community Board members initially appointed to the Board of Directors will draw lots for either a two year term or a three year term. These Community Board members will be eligible for one additional three year term.

Section 2.3. Vacancies:

In the event of a vacancy due to death, disability, resignation, non-enrollment of child or other circumstance of a Board member, candidates to serve the remainder of the term will be asked to apply to the Board. Interviews of candidates for appointment to the Board shall be conducted in public session. A candidate will be selected by a public vote of the Board from those interested and who meet the eligibility requirements in Section 2.1.

Section 2.4. General Powers and Duties:

The Board shall provide governance over the affairs of the school, with management and leadership of the school delegated to the Superintendent and Chief Financial Officer. Without limiting the generality of the foregoing, the Board of Directors may exercise all such powers of The Pinnacle as are permitted by state and federal law and those powers authorized by The Charter School Institute by Charter Contract.

Section 2.5 Roles, Responsibilities, and Expectations of Board Members

- a. Recognize that authority rests only with the Board of Directors as a whole and not in its individual members.
- b. Bring conflicts of interest to the attention of the President of the Board of Directors and recuses oneself from deliberations and voting in conflict of interest situations.
- c. Direct all requests from the press or media for information or comments about school policy or issues to the President of the Board of Directors.
- d. Understand and support the mission of The Pinnacle.
- e. Represent the Pinnacle as a whole entity, rather than any one part or specific interest, community, or constituency.
- f. Foster openness and trust among Board members and between the Board and the administration, staff, students, parents/guardians, and the public.
- g. Be fully informed about issues that require a decision by the Board of Directors
- h. Prepare for all meetings by reading the materials provided in advance.
- i. Respectfully present opposing opinions at Board meetings and support policies and programs once they are established.

j. Maintain respect for the opinions of other Board members.

k. Read and respond as necessary to internal correspondence and communications; be available by phone, fax, or e-mail; and respond in a timely manner.

l. A gathering of two or more Board members constitutes a meeting due to the fact that the Pinnacle is considered to be a "State public body" by virtue of its relationship with The Charter School Institute [CRS 24-6-402 (2)(a)]. This "does not apply to any chance meeting or social gathering at which discussion of public business is not the central purpose." [CRS 24-6-402(2Xe)]

m. Understand that the Board members role is policymaking and not involvement in the daily operation of the school.

n. Promptly communicate a significant concern or complaint to the Superintendent and Chief Financial Officer resolution.

o. Periodic review of the Superintendent and Chief Financial Officer.

Section 2.6. Compensation/Reimbursement:

Members of the Board shall receive no compensation for their services as members of The Pinnacle's Board of Directors. Board members may be reimbursed for mileage and other expenses pursuant to the conduct of duly authorized Board business, to include training in the methods and practices of charter school governance.

Section 2.7. Resignation and Removal:

A Board member may resign at any time by giving written notice to the President or Secretary of the Board. Such resignation shall take effect at the time specified in the written notice and unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. A Board member may be removed by a majority of the remaining Board members for standards as defined for members of boards of education in C.R. S. §22-31-129 and for conduct or behavior deemed in conflict with serving as a Board member to include:

a. Being convicted during Board tenure of any of the crimes listed under section 2.1(d),

b. Breaching contracts and legal agreements entered into by The Pinnacle,

c. Violating the confidentiality of Executive Sessions or other confidential agreements,

d. Abuse of authority as a Board member:

1. Entering into contracts or agreements on behalf of The Pinnacle Charter School or binding the school in any way outside of the procedures outlined in the approved Finance Policy,

2. Violating or going around School policies, procedures and rules of conduct while engaging with the School as a Board member or parent,

3. Using one's position as Board member to gain special favors for your children or friend's children,
4. Using ones position as Board member to encourage hiring of friends o relatives,
5. Using the position as Board member to affect employment decisions,
6. Engaging in regular behavior that other Board members deem verbally abusive, hostile, or overly aggressive.

This provision shall not apply to or limit the recall of Board members by parents as provided in Section 2.10.

Section 2.8. Attendance:

Attendance at Board meetings is mandatory. Missing three regular meetings during any calendar year without prior approval of the Board or the President of the Board shall be cause for immediate removal from the Board according to the procedures in Section 2.6.

Section 2.9. Rules of Order:

The meetings of the Board shall be guided by Roberts' Rules of Order, newly revised.

Section 2.10. Board members' Conflicts of Interest:

Board Members shall disclose any known or potential conflicts of interest in writing to the Board prior to the time set for voting on any such transaction. Further, a statement of the conflict will be made during public sessions. Any Board member in a conflict situation will not vote on the matter or attempt to influence the decisions of any other member in voting on the matter. The written disclosures will be attached to the Minutes of the meeting in which Board action occurred relating to the matter disclosed.

Section 2.11. Recall:

Parents of students enrolled at The Pinnacle may, at any time, request that an election be held for the recall of one or more Board members by obtaining the signatures of at least 10 percent of the parents of students enrolled at The Pinnacle on a recall petition. In such event, the recall election shall be completed within 45 days following delivery of the petition to the Board. The recall will be deemed successful if a majority of those parents casting ballots vote in favor of the recall. The recall election shall be conducted in a manner so that the individuals interested in serving as Board members, in the event the recall is successful, may nominate themselves as replacement Board members according to the procedures in Section 3.1. Candidates for positions as replacement Board members shall be listed upon the ballot in a manner consistent with that for recall elections for school district Board members under Colorado law. Should the recall be voted, but no candidate has been put forward as a replacement, the remaining Board members shall appoint an appropriately qualified individual to either the Parent or Community-at-large seat to serve out the recalled Board member's term of office.

ARTICLE III

NOMINATIONS AND ELECTION

Section 3.1. Nominations of Parent Board members:

Any person eligible to serve as a parent Board member under Section 2.1 may self-nominate for election to an open position. Self-nomination shall be in writing and shall include the candidate's resume and a statement detailing 1) why they wish to be a Board member; 2) the goals they wish to accomplish as a Board member; 3) and their qualifications to serve on the Board. Self-nominations shall be deposited with the Superintendent and Chief Financial Officer of The Pinnacle or the President of the Board of Directors during normal school hours anytime during a period between forty-five (45) days and fourteen (14) days prior to the scheduled election. All materials submitted shall be public records and shall be available for review by third parties. All candidates must agree to an on-line CBI background check. Candidates elected to the Board will agree to submit their fingerprints for a complete background check prior to being seated on the Board. Should the Board member Elect be disqualified to serve based upon the background check revealing items delineated in section 2.1 .d, his/her seat will be given to the next highest recipient of votes. Should there be no other candidates, the Board will appoint a member as specified in Section 2.3 [Vacancies]

3.2. Nominations of Community Board Members:

The Pinnacle Charter School Administrative Team will compose a Search/Nomination Committee for Community Board members. The Administrative Team will elicit names for possible Community Board members who meet the criteria delineated in Section 2.1.b. and c. from all sources including, but not limited to, their contacts within the community, the Board of Directors, Pinnacle staff, and parents. Suggested Community Board members will be contacted to determine their interest in serving on The Pinnacle Board of Directors. Interested candidates will be asked to supply the Administrative Team with their resume and a statement detailing 1) why they wish to be a Board member; 2) the goals they wish to accomplish as a Board member; 3) and their qualifications to serve on the Board. The Administrative Team will screen the Community Board member candidates and present no more than four names to the Board of Directors for the two seats on the Board. Candidates for presentation to the Board must agree to an on-line CBI background check. Interviews of candidates for appointment to the Board shall be conducted in public session. Candidates will be selected by a public vote of the Board from those interviewed. Prior to being seated on the Board, the selected candidate will agree to submit his/her fingerprints for a complete background check. Should the Board member Elect be disqualified to serve based upon the background check revealing items delineated in section 2.1.d, the process for selecting Community Board Members will continue as specified above.

Section 3.3. Candidates' Forums:

The Election Coordinator will conduct two Candidates Forums: one for Pinnacle Staff to be held prior to the election and one to be held for the Pinnacle Community (parents and staff) within fourteen days prior to the election. Candidates for Parent Board members will be given an equal opportunity to present themselves and respond to questions from The Pinnacle Community. Candidates who do not participate in both Forums will not be eligible to run for a Board of Directors seat.

Section 3.4. Elections:

Election of Board members will be held annually on a day set by resolution of the Board. The Board resolution shall be adopted at least 45 days prior to the election date, and the election shall be held prior to November 1 from 7:00AM to 7:00 PM at The Pinnacle in locations designated by the Election Coordinator. The Board may provide for early or alternative (i.e. mail-in ballot or on-line) voting by resolution and may extend, prior to the commencement of voting, the number of days used for casting of ballots. Eligible voters may, in conjunction with an election of Board members, vote upon other issues that have been determined to require parental approval by the Board. Voting shall be by secret ballot. The elections coordinator will announce the vote tally at the end of the voting. Each candidate shall be allowed one representative to observe the vote tally.

Section 3.5. Eligible Voters:

All parents of children attending The Pinnacle on the election day(s), including serving Board members, and all currently employed staff members shall be eligible to vote. Each voter shall be allowed only one vote for each Board position or issue. Cumulative voting shall not be permitted.

Section 3.6. Election Coordinator/Election Committee:

An Election Coordinator will be appointed by the Board of Directors at least thirty days prior to the Election. The Election Coordinator shall direct the activities of an Election Committee, if deemed necessary by the Elections Coordinator or the Board, for overseeing the conduct of the elections. The Election Coordinator and Committee members shall be comprised of parents of Pinnacle students and/or present employees of The Pinnacle.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1. Meetings:

The Board will meet at least once a month to discuss operations of The Pinnacle; to review financial reports; to hear reports and updates from Board members and Committees; to consider and to adopt or change policy; and to consider requests and concerns from parents, students and teachers. All actions taken by the Board of Directors will require a majority vote. Meetings of the Board will be in accordance with C.R.S. §24-6-401 et seq. (Colorado Open Meetings Law), as may be amended from time to time.

Section 4.2. Notices:

Notice, including agenda information, of any meeting of the Board at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action will occur or at which a majority or quorum of the Board is, or expected to be, in attendance will be publicly posted at a location designated by the Board at least forty-eight (48) hours in advance at a location of The Pinnacle visible to the public, except in the event of an emergency requiring action by the Board, the Board may meet upon 24 hours prior notice posted in accordance with the Colorado Open Meetings Law.

Section 4.3. Quorum:

A quorum shall consist of the majority of sitting Board members, provided, however, that less than the majority of Board members may recess, adjourn, or postpone a meeting until a quorum may be present.

Section 4.4. Minutes:

Approved minutes of all public board meetings will be prepared and filed in the office of The Pinnacle in a prompt manner. The minutes will be available for public review during regular business hours.

Section 4.5. Telephone Meetings:

Board members may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating, including members of the public, can hear each other at the same time. Participation by such means shall constitute presence in person at such meetings.

Section 4.6. Executive Sessions:

All regular and special meetings of the Board shall be open to the public, except that, upon a vote of the majority of Board members present, an executive session may be held to discuss any one or more of the subjects permitted by the Colorado Open Meetings Law. The motion requesting the Executive Session shall state the nature of the matter to be discussed in such detail required by the Colorado Open Meetings Law. Only those persons invited by the Board may be present during the Executive Sessions. The Board shall not make final policy decisions, nor shall any resolution, rule, regulation or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session which is closed to the general public. Matters discussed during Executive Sessions shall remain confidential among those attending. The Secretary of the Board of Directors shall maintain minutes of all Executive Sessions in the format and in such detail as required by the Colorado Open Meetings Law.

Section 4.7. Working Sessions:

The Board of Directors may meet from time to time to receive information and discuss certain topics after providing notice of time, place and subject matter in accordance with Section 4.2. Such meetings will be open to the public and generally limited to the consideration of one or two specific topics. Action at such meetings will be restricted to the formation of committees and requesting of the Superintendent and Chief Financial Officer or other staff of The Pinnacle, as appropriate, that analyses be performed and reports be prepared for submission to the Board.

ARTICLE V

OFFICERS OF THE BOARD OF DIRECTORS

Section 5.1. Officers:

The Officers of the Board of Directors of The Pinnacle shall consist of a President, Vice President and Secretary.

Section 5.2. Election and Term:

Officers of the Board shall be elected at the first meeting of the Board after the election for Board members and shall serve until the meeting following the next annual elections.

Section 5.3. Vacancies:

Any vacancy among the Officers shall be filled by the Board from among its members.

Section 5.4. President:

The President shall preside at all meetings of the Board, have general charge of all business of the Board, and shall see that all orders, resolutions, and policies of the Board of Directors are carried into effect. The President shall execute contracts which have been approved by the Board, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer or agent of The Pinnacle. In general, the President shall perform all duties and may exercise all rights as are incident to the Office of the President of the Board of Directors and such other duties as may be prescribed by the Board or these By-laws.

Section 5.5. Vice-President:

The Vice-President shall have all the powers and perform all the duties of the President in the absence or disability of the President. The Vice-President shall perform such other duties as from time-to-time may be assigned to him or her by the President or by the Board.

Section 5.6. Secretary:

The Secretary shall keep full minutes of all the meetings of the Board, and shall act as clerk thereof and record or oversee the recording of all the acts and votes and the minutes of all proceedings in one or more books to be kept for that purpose. The Secretary shall see that all notices are duly given in accordance with these By-laws or as required by law and serve as parliamentarian, assuring that the Board comply with Robert's Rules of Order.

Section 5.7. Resignation and Removal:

Any officer may resign at any time by giving written notice to the President or Secretary of the Board of Directors. Such resignation shall take effect at the time specified therein and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer of the Board may be removed at any time, for cause, by an affirmative vote of a quorum of the Board, whenever in their judgment, the best interests of The Pinnacle are served by the removal. Removal of an individual from his or her office shall not result in the officer's removal as a Board member except for cause as provided in Section 2.6.

ARTICLE VI

COMMITTEES

Section 6.1:

The Board of Directors may appoint any ad hoc committees deemed necessary to conduct its operations, so long as a member of the Board of Directors is tasked as chairperson of any such committee.

Section 6.2. Election Committee:

At least 90 days prior to the Parent Board member elections called for in Section 3.4 of these Bylaws, the Board of Directors shall appoint an Election Coordinator and, if deemed necessary, shall further appoint an Election Committee meeting the qualifications set forth in Section 3.6.

Section 6.3. Finance Committee:

The Board shall annually appoint two (2) of its members to serve as a part of the Finance Committee at the meeting following the elections of Parent Board members. The Board members on the Finance Committee will join with Pinnacle Administrators (the Superintendent and Chief Financial Officer, and others as deemed appropriate by Superintendent and Chief Financial Officer) to review the annual budget prior to submission to the Board of Directors and provide advice to the Pinnacle Administration on financial matters.

ARTICLE VII

ADVISORY COMMITTEES

Section 7.1. Advisory/Accountability Council.

In fulfillment of the requirements of C.R.S. §22-7-106, there shall be a Pinnacle Advisory/Accountability Council as a standing body to provide advice and aid in The Pinnacle's accountability process. The Advisory/Accountability Council shall be responsible for providing to the Board of Directors, through the Superintendent and Chief Financial Officer, recommendations regarding the prioritization of expenditures of school moneys to include grants, means for determining whether decisions affecting the educational process are advancing or impeding student achievement, issues of safety related to the school environment and reporting to students, parents, and CSI on the educational performance of the school, including the provision of data for the appraisal of such performance.

Section 7.2. Membership:

The Pinnacle Advisory/Accountability Council shall consist of at least seven members, designated, appointed, or elected as follows:

7.2.1. The Superintendent and Chief Financial Officer or his/her designee, selected from among the administrators employed as Principals;

7.2.2. A teacher providing instruction at The Pinnacle, elected by all licensed professionals providing instruction at The Pinnacle;

7.2.3. Three parents or legal guardians of students enrolled in the school who are elected by a vote of the parents and legal guardians of pupils enrolled in The Pinnacle;

7.2.4. One adult member appointed by The Pinnacle Parent-Teacher Organization from among its members; and,

7.2.5. A person from the community who is involved in business, appointed by the Superintendent and Chief Financial Officer.

7.2.6. The Board, at its discretion, may add a student representative from among students enrolled in The Pinnacle's high school program.

Section 7.3. Term:

Members of the Advisory/Accountability Council shall serve for terms of two years. Except for the Superintendent and Chief Financial Officer, Principals, and a staff member specialist in assessment matters, no member of the council shall serve more than two consecutive full terms, plus any balance remaining on an un-expired term if the initial appointment was to fill a vacancy.

Section 7.4. Vacancies:

Any vacancies that may arise on the Advisory/Accountability Council by reason of a member's resignation or disqualification or for any other reason shall be filled by majority action of the remaining members of the Council.

ARTICLE VIII

RELATIONSHIP OF BOARD OF DIRECTORS TO PINNACLE EMPLOYEES

Section 8.1. Chief Administrators: Superintendent and Chief Financial Officer:

The Superintendent and Chief Financial Officer shall serve as the official representatives of The Pinnacle to the community and CSI and as the chief administrators of The Pinnacle over all aspects of the operations of The Pinnacle, as well as for such other services and duties as shall be assigned by the Board of Directors. The Superintendent and Chief Financial Officer shall be appointed by the Board and may be removed by a vote of the majority of the Board, with or without cause, whenever in the judgment of the Board, the best interests of The Pinnacle are served by such action. Any contract or agreement entered into by the Board with the Superintendent and Chief Financial Officer contrary to the provisions of this Article or any other provision of these By-laws shall be null and void. The Board of Directors is responsible for evaluating the performances of the Superintendent and Chief Financial Officer at the minimum of once per year.

Section 8.2. Chief Administrators: Superintendent and Chief Financial Officer

The Chief Financial Officer will notify the Superintendent on matters pertaining to the areas of Employee Investigations, Employee Benefits, HR Related training staff, and other topics of interest. The Superintendent will report directly to the Board of Directors regarding matters directly involving the Chief Financial Officer. The Chief Financial Officer will report directly to the Board of Directors regarding matters directly involving the Superintendent.

ARTICLE IX

INDEMNIFICATION

No Officer or Board member of the Board shall be personally liable for any obligations of The Pinnacle or for any duties or obligations arising out of any acts or conduct of said Officer or Board member performed for or on behalf of The Pinnacle. The Pinnacle shall and does hereby indemnify and hold harmless each person and their heirs and personal representative who shall serve at any time hereafter as Board member or Officer of The Pinnacle, from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of either heretofore or hereafter serving as a Board member or Officer of The Pinnacle, or by reason of any action alleged to have been heretofore or hereafter taken or refrained from by any such Board member or Officer, and shall reimburse each such for legal and other expenses reasonably incurred in connection with the defense of any such claim or liability. This indemnity shall include the power to defend such person from all suits or claims as provided for under the provisions of the Colorado Nonprofit Corporation Act or the corporation code of any state in which The Pinnacle transacts business; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of such person's own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of The Pinnacle to indemnify or reimburse such person in any proper case, even though not specifically herein provided. The Pinnacle, its Board members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification herein provided shall not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any By-law, agreement, vote of the Board or otherwise concerning actions taken in an official capacity for The Pinnacle and shall extend to such actions completed by any person who has ceased to be a Board member, employee, or agent, and this indemnification shall inure to the benefit of the heirs and personal representatives of such persons.

ARTICLE X

INSURANCE

By action of the Board of Directors, notwithstanding any interest of the Board members in this action, The Pinnacle may purchase and maintain insurance, as the Board of Directors deems appropriate, on behalf of any person who is or was a Board member, Officer, employee, fiduciary, or agent of The Pinnacle, or who, while a Board member, Officer, employee, fiduciary or agent of The Pinnacle, is or was serving at the request of The Pinnacle as a Board member, Officer, trustee, employee, fiduciary or agent of The Pinnacle Building Corporation, against any liability asserted against, or incurred by, that person in any such capacity or arising out of their status, whether or not The Pinnacle would have the power to indemnify that person against such liability under the provisions of Article IX of these By-laws or applicable law.

ARTICLE XI

AMENDMENT OF THE BY-LAWS

The bylaws may be amended, altered or repealed and new bylaws adopted upon majority vote of the Board of Directors of The Pinnacle.

These By-laws supersede all previous versions.

Dated this ____ day of _____, 2018

Clarissa Burklund
Board President (printed)

Signature

I acknowledge that I have and will abide by the Bylaws of the Pinnacle Charter School

Board Member Name (printed)

Signature Date