



# Pioneer Valley Performing Arts Charter Public School

## Special Meeting

Published on January 21, 2025 at 5:55 PM EST

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### Date and Time

Thursday January 23, 2025 at 6:00 PM EST

### Location

Agenda:

Items to be discussed --

- Chair -- opening remarks/reading of Mission
  - Item 1: Policy Review.
  - Item 2: Communication Initiatives for 1 on 1 meetings at the school with parents, teachers, staff etc.
  - .
  - Item 3: Looking into a comprehensive climate survey that involves *all* stakeholders.

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### Agenda

	Purpose	Presenter	Time
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- |           |   |  |                |
|-----------|---|--|----------------|
| <b>I.</b> | <b>Opening Items</b>                                  |  | <b>6:00 PM</b> |
| <b>A.</b> | Record Attendance & Review Purpose of Special Meeting |  | 15 m           |

	Purpose	Presenter	Time
<b>B.</b> Call the Meeting to Order	Discuss		15 m
<b>C.</b> Board Communication and Strategies with Stakeholders			5 m
<b>D.</b> Upcoming Strategic Plan and School wide climate survey			5 m
<b>E.</b> Review Title IX Policy			5 m
<a href="https://docs.google.com/document/d/e/2PACX-1vTTmmtnAhpAmPumpmhV74Od5Q4FTqntc7MKDbUPaPdQIZgzQZaF21exTWiGhu6_rvr58D--0fFb2UYC/pub">https://docs.google.com/document/d/e/2PACX-1vTTmmtnAhpAmPumpmhV74Od5Q4FTqntc7MKDbUPaPdQIZgzQZaF21exTWiGhu6_rvr58D--0fFb2UYC/pub</a>			
<b>II. Closing Items</b>			<b>6:45 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## Review Title IX Policy

**Section:** I. Opening Items  
**Item:** E. Review Title IX Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:** PVPA\_bylaws\_revision\_DESE (6).docx

# **PIONEER VALLEY PERFORMING ARTS CHARTER PUBLIC SCHOOL**

## **~~ORGANIZATIONAL~~ BYLAWS**

~~Revised October 14, 2014~~ Revised November 8, 2016

### ARTICLE 1

#### Section 1.1 Name

The name of the organization shall be Pioneer Valley Performing Arts Charter Public School (PVPA). All references in these bylaws to the “Charter” shall be construed to mean the Organizational Charter and Charter Renewals of ~~the School~~ PVPA; subject to the amendment of M.G.L. C. 71 §89.

#### Section 1.2 Purpose

PVPA provides students with a supportive and challenging environment that is responsive to multiple learning styles, emphasizes learning through the arts, and integrates creative and critical thinking throughout the curriculum. Graduates of PVPA will emerge with a greater sense of self-esteem, a direction for their individual creativity, and the ability to meet challenges as life-long learners.

#### Section 1.3 Mission

The Pioneer Valley Performing Arts Charter Public School offers its students intensive exposure to the performing arts within the context of an excellent college preparatory curriculum.

#### Section 1.4 Fiscal Year

The fiscal year of ~~the school~~ PVPA shall begin on July 1 and end on June 30.

### ARTICLE 2

#### Board of Trustees

#### Section 2.1 Authority

The Board of Trustees holds the charter granted by the Commonwealth of Massachusetts. It is a public entity that operates independently of a school committee. The Board of Trustees shall have the general management and control of all the property, affairs, and funds of ~~the~~

~~Charter School~~PVPA and shall exercise all the powers of ~~the school~~PVPA except such as are expressly reserved by these bylaws or by law. ~~The Board of Trustees is a public employer for the purposes of tort liability and for collective bargaining purposes. The Board of Trustees will not exercise managerial powers over the day-to-day operations of PVPA.~~

## Section 2.2 Powers

Powers of the Board of Trustees include, but are not ~~expressly~~ limited to:

- adopting amending, or repealing the bylaws, contingent upon the approval of the Massachusetts Department of Elementary and Secondary Education (DESE);
- amending the material terms of ~~the school's~~PVPA's charter, with the approval of the Massachusetts Department of Elementary and Secondary Education (DESE)
- submitting charter amendments to the Massachusetts Department of Elementary and Secondary Education (DESE);
- determining general school policies in compliance with state and federal laws
- ~~managing~~supervising the financial affairs of ~~the school~~PVPA and approving the annual budget
- selecting, appointing, evaluating and/or removing the Head of School.

## Section 2.3 Responsibilities

The Board of Trustees may not discriminate against potential members on the basis of race, color, national origin, creed, ancestry, ethnicity, age, gender identity, religion, marital status, sexual orientation, or non-disqualifying handicap or mental condition. The Board of Trustees collectively and the Trustees individually ~~shall~~are responsible for:

- ~~serve the school~~serving PVPA in accordance with ~~their~~ fiduciary duty, ~~duty of~~ loyalty, and ~~duty of~~ care;
- ~~abide~~abiding by ~~the school's~~PVPA's Code of Conduct, Conflict of Interest, and Confidentiality policy statements;
- not ~~have~~having a direct or indirect financial interest in the assets or leases of ~~the school~~PVPA;
- ~~disclose~~disclosing any financial interest, direct or indirect, in the business transactions of ~~the school~~PVPA;
- ~~comply~~complying with all laws and regulations applicable to members and Boards of Trustees;
- ~~hold~~holding the charter from the state and ~~be responsible for ensuring~~acting in ways that ~~the school complies~~will promote PVPA's compliance with all applicable laws and regulations;

- ensure acting in ways that the school is will promote PVPA's efforts to be an academic success, organizationally viable, maintain organizational viability, be faithful to the terms of its charter, and earns charter renewal;
- complying with the Commonwealth's state ethics requirements including, but not limited to, meeting all training requirements; complying with G.L.c.268A, the conflict of interest law; filing all required disclosures under G.L.c.268A; and filing all statements of financial interest in a timely fashion as required by G.L.c.71, §89(u);

The Board will act in ways that will promote PVPA's compliance with all applicable state and federal laws including, but not limited to:

- completing the opening procedures process in accordance with M.G.L.c. 70, §89; 603 CMR 1.00; and any guidelines issued by the Department of Elementary and Secondary Education;
- requesting the approval of the Commissioner of the DESE ("Commissioner") of any new trustees and receiving that approval prior to any new trustees beginning their service as members;
- submitting timely annual reports;
- submitting timely annual independent audits;
- hiring, evaluating, and removing, if necessary, qualified personnel to manage PVPA's day-to-day operations and holding these administrators accountable for meeting specified goals;
- approving and monitoring progress towards meeting the goals of PVPA's Accountability Plan;
- adopting and revising school policies, including plans for student recruitment and retention;
- responding to complaints in writing as required by 603 CMR 1.09; and
- orientating and training members of the Board regarding their duties and obligations as members of the Board.

#### Section 2.4 Composition

The Board of Trustees shall be consist of no fewer than fifteen (15) members and no more than twenty (20) members, and must represent these constituencies of school members:

- three (3) or more parents of current students,
- no more than five (5) students,
- four (4) or more community members,
- no more than two (2) teachers and/or staff,

All members of the Board of Trustees are considered special-statepublic employees.

### Section 2.5 Voting & Quorum

Members of the Board of Trustees who are 18 years of age and older shall have voting power. A ~~physically present~~ quorum ~~of is~~ a majority of voting members serving on the board. A quorum is required for action by the Board of Trustees. Unless otherwise stated in these bylaws, action is determined by a majority vote of voting members at all meetings.

Any member of the Board may participate remotely in a meeting provided that such participation complies with the requirements of 940 CMR 29.10, including, but not limited to, meeting the permissible reasons for remote participation. Such remotely participating trustees have full voting powers.

### Section 2.6 Election of Members

The Board of Trustees elects its members by a formal vote, normally at its meeting in May of each year.

### Section 2.7 Nominations

Members are nominated for election to the Board of Trustees in the following process:

- Teacher and staff members are nominated by vote of the faculty and staff;
- Parent members are nominated by the Governance Committee, following a call for volunteers;
- Student members are nominated by vote of the student body;
- Community members are nominated by the Governance Committee, following a call for recommendations.

The Governance Committee shall serve as Nominating Committee ~~when requested. The meeting after the vote is taken by the Board on the nominees, and they have been approved by the Charter Office, will be the first meeting at which new Board members will participate.~~ Newly elected trustees will take office when both of the following have occurred: they have been duly elected by the Board of Trustees, and after they have been approved by the Commissioner of DESE.

### Section 2.8 Vacancies

Vacancies may be filled by the Board of Trustees as they arise. In the event of one or more vacancies on the Board of Trustees, the remaining Trustees may exercise the powers of the full Board until such vacancy or vacancies are filled.

### Section 2.9 Tenure and Terms

~~Tenure~~ Subject to the section entitled “Nominations,” the tenure and terms of membership on the Board of Trustees are as follows:

- Teacher and staff members serve ~~beginning July 1~~ for a two year term.
- Parent members serve ~~beginning July 1~~ for a two year term
- Student members serve ~~beginning July 1~~ for a one year term
- Community members serve for either a two-year or three-year term, ~~beginning July 1.~~
- ~~All~~ Unless otherwise stated in their election or as otherwise required by these bylaws or law (see the section entitled “Nominations”, all terms will commence on July 1. Terms terminate on June 30 of the last year of the term.

Members may serve up to three consecutive terms, at which time they must leave the Board for at least one year.

### Section 2.10 Liability of Individual Trustees.

Trustees’ duties are exclusively to PVPA. There are no third party beneficiaries of the duties of individual trustees. Individual Trustees will not be liable for any action or lack of action taken or omitted in good faith.

## ARTICLE 3

### Meetings

#### Section 3.1 Meeting Regulations

~~Massachusetts Open Meeting Law shall apply to all regular, special, and other meetings of the Board of Trustees and its committees. All meetings must be held in the Commonwealth of Massachusetts. Detailed, accurate records of every meeting shall be adopted and kept in accordance with the law pertaining to open meetings of governmental bodies.~~

The Board and its committees, irrespective of what the title may be, will comply in all respects with open meeting law, G.L. c. 30A, §§18–25, and the regulations, guidance, and

directives of the Office of the Attorney General. This includes, but is not limited to, training, notice of meetings, records of meetings, and executive sessions. All meetings must be held in Massachusetts.

### Section 3.2 Quorum

Quorum for meetings of the Board of Trustees is stated in these Bylaws, Section 2.5.

### Section 3.3 Regular Meetings

Regular meetings of the Board of Trustees will take place monthly. Public notice shall be given of the date, time and location of all meetings in accordance with the law pertaining to open meetings of governmental bodies.

### Section 3.4 Special Meetings

Special meetings of the Board of Trustees may be held at any time and place when called by the President or by any two (2) or more voting Trustees.

Notice of Special Meetings shall be given to the Board of Trustees at least 48 hours in advance, in person or by electronic means. Notice of Special Meetings must include the reasonably anticipated purpose of the meeting ~~only if matters, and must always~~ include:

- contracts or transactions between ~~the Charter School~~ PVPA and interested parties, or
- amendments to these bylaws.

### Section 3.5 Action Between Meetings

Any action required or permitted at any meeting of the Board of Trustees may be taken without a meeting, if all the Trustees consent to the action in writing and the written consents are filed with the records of meetings of Trustees. ~~Such actions shall be ratified by vote at the next regular or special meeting of the Board of Trustees.~~

### Section 3.6 Annual Meeting

The Annual Meeting of the Board of Trustees shall be set in June of each year.

### Section 3.7 Executive Sessions

The Board may hold executive sessions in ~~cases specified~~ case allowed by law in effect at the ~~Open Meeting Law~~ time in question. Such meetings may be held only when (a) the Board

first convenes in an open session; (b) the presiding officer states the reason for meeting in the executive session, and (c) a majority of the Trustees then present votes to meet in executive session.

~~The Board may hold executive sessions in case allowed by law, which include but are not limited to the following circumstances: to discuss the reputation, character, or health of an individual; to consider the dismissal or discipline of an employee; to discuss strategy relating to litigation or collective bargaining; to consider the purchase or lease of real property where such negotiations may be compromised by public discussion; to investigate charges of criminal misconduct; to discuss the use of security devices; or applicable law requires discussions in private.~~

Prior to any executive session in which the Board meets to consider the reputation, character or health of an employee, or in which the Board considers the discipline of an employee, the board must give notice of such meeting to the individual at issue and provide the individual with the right to be present at such meeting, the right to counsel, and the right to speak on his or her own behalf.

## ARTICLE 4

### Officers

#### Section 4.1 Officers

Officers of the Board of Trustees shall include: President, ~~Vice-President~~, Treasurer, and Clerk. All officers must have served at least one year on the Board before taking office, except for the office of Treasurer, which may also be filled by a person who has served at least one year on the Finance Committee.

#### Section 4.2 Election of Officers

Officers of the Board of Trustees shall be nominated by the Governance Committee and normally elected at the annual meeting of the Board of Trustees in June for terms beginning July 1. In the case of a vacancy, nominations and elections will take place as needed at a regularly scheduled Board meeting

#### Section 4.3 Tenure and Terms of Officers

Officers may serve for one, two, or three-year terms, and may serve multiple terms by vote of the Board of Trustees.

#### Section 4.4 President

The President, on behalf of and subject to the Board of Trustees, shall have general charge and supervision of the affairs of ~~the Charter School~~ PVPA. The President shall preside at all meetings of the Trustees. In the event of his/her absence or disability, the ~~Clerk~~ Vice President shall perform the duties of the President. In the event of the absence or disability of both the President and ~~Clerk~~ Vice President, a chairman pro tem shall be elected by those present at such meeting and shall preside.

#### Section 4.5— Vice President

In the event of the President's absence or disability, the Vice President shall perform the duties of the President. The Vice President shall normally succeed the current President at the end of said President's term.

#### Section 4.6 Treasurer

The Treasurer shall keep or shall cause to be kept regular books of account, shall report to the Board of Trustees at regular intervals the financial condition of ~~the Charter School~~ PVPA, and shall ensure that a true and accurate accounting of the financial transactions of ~~the School~~ PVPA is made. Subject to the Board of Trustees, the Treasurer shall be ~~responsible for the in charge of the~~ receipt and disbursement of the monies of ~~the Charter School~~ PVPA. The Treasurer shall be ~~responsible for the in charge of the~~ safekeeping of all investments and funds of ~~the School~~ PVPA. Funds and investments shall be held in such depository or depositories as the Board of Trustees shall select.

#### Section 4.67 Clerk

The Clerk shall have ~~general~~ charge of the records of ~~the Charter School~~ PVPA and shall maintain minutes of all meetings of the Board of Trustees and its committees. S/he shall ~~ensure~~ be in charge of giving legally required ~~notice~~ notices of meetings ~~is given~~, and shall perform all duties commonly incident to her/his office including the filing and submission of reports as required by law. ~~In the event of the absence of the Clerk~~ If the Clerk is absent from any meeting of the Board of Trustees, a Clerk pro tem shall be appointed by the President to keep the records of such meeting and perform such other duties of the Clerk as the meeting may prescribe.

#### Section 4.7—8 Powers and Duties of Officers

Each Officer shall have such duties and powers as are customarily incident to his/her office and such additional duties and powers as the Trustees may from time to time determine, subject to these bylaws, and to the control and direction of the Trustees and the directives contained in M.G.L. Ch. 71 §89,.

### ARTICLE 5

#### Committees

##### Section 5.1 Standing Committees

Standing Committees of the Board of Trustees shall be ~~established~~ appointed from time to time as deemed necessary by the President or by vote of the full Board of Trustees. In case of a conflict between an appointment by the President and the Board of Trustees, the Board of Trustees' decision will control. Standing Committees normally include the following:

- Finance — ~~(members are appointed by the President);, and~~
- Governance — ~~(members are appointed by the President).~~

Each Standing Committee must include a member of the Board of Trustees.

Duties of Standing Committees shall include:

- selecting goals and actions for the academic year;
- submitting goals to the President of the Board of Trustees;

- filing reports at the end of each academic year and as reasonably requested by the President.

#### Section 5.2 Ad Hoc Committees

Ad Hoc Committees of the Board of Trustees may be appointed from time to time as deemed necessary by the President or by vote of the full Board of Trustees. In case of a conflict between an appointment by the President and the Board of Trustees, the Board of Trustees' decision will control. Terms shall expire when the Ad Hoc Committee is dissolved by the President or by the Board of Trustees. The Personnel Committee shall be an Ad Hoc Committee unless made a Standing Committee by vote of the Board.

### ARTICLE 6

#### Resignations, Removals and Vacancies

##### Section 6.1 Resignations

Any Trustee or Officer may resign at any time by delivering his/her resignation in writing to the President or the Clerk or to a meeting of the Trustees. Such resignations shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof to the President or the Clerk or to a meeting of the Trustees.

##### Section 6.2 Removals

The Trustees may remove a member of the Board of Trustees or remove an Officer by vote of the majority of the voting Trustees: with or without cause. If cause is assigned for removal of any Trustee or Officer, such Trustee or Officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove said Trustee or Officer.

No Trustee or Officer who resigns or is removed shall have any right to any compensation as such Trustee or Officer for any period following his/her resignation or removal, or any right to damages on account of such removal whether his/her compensation be by the month or by the year or otherwise; ~~provided, however, that the foregoing provision shall not~~

~~prevent such Trustee or Officer except for damages arising from obtaining damages for~~ breach of any contract of employment which is legally binding upon ~~the school~~ PVPA.

### Section 6.3 Vacancies

The Governance Committee shall recommend candidates for filling any vacancy among the Officers. The appointments to fill such vacancies shall be voted by the Board of Trustees.

Each such successor shall hold office for the unexpired term of his/her predecessor and until his/her successor shall be chosen or appointed and qualifies, or until s/he dies, resigns, is removed or becomes disqualified.

## ARTICLE 7

### Certain Transactions

~~Board members may not have any direct or indirect financial interest in the assets or leases of the school and must disclose any financial interest or business transactions that they (or any immediate family member) have in or with any charter school in Massachusetts or elsewhere with the Board, the state ethics commission, the DESE and the Town Clerk within 30 days of joining the Board and by September 1 annually, including the year after service is completed (unless service is less than 30 days in that year). The Board shall request the appointment of a Trustee only where the Board has no reason to know that the Trustee has a financial interest under M.G.L. c.~~ Candidates

### for Board Membership

~~The Board shall exercise due diligence in assessing the suitability of candidates for Board membership with respect to potential conflicts of interest and areas of skill and expertise that will be of value to the Board, such due diligence to occur prior to a vote by the Board to request the Commissioner to appoint the proposed member(s). Prior to submitting a candidate to the Commissioner for approval, the Board must determine that no financial interests under G.L. c. 268A exist which may preclude a majority of the Board from participating in deliberations or voting on certain matters that are expected to come before the within the scope of the Board's authority. Board. The Board members must exercise due diligence prior to determining that a proposed Trustee does not have such a~~ disclose any financial interest. ~~The Board has adopted a Conflicts of Interest Policy and shall comply or business transactions that they (or any~~

immediate family member) have in all respects or with any charter school in Massachusetts or elsewhere with the Board, the state conflictethics commission, the DESE and the Town Clerk within 30 days of interest law, M.G.L. Chapter 268A, joining the Board and by September 1 annually, including the year after service is completed (unless service is less than 30 days in that year).

## ARTICLE 8

### Miscellaneous

#### Section 8.1 Execution of Papers

Unless the Board of Trustees shall otherwise generally or in any specific instance provide, any bill, note, check or other negotiable instrument shall be made, signed, accepted, or endorsed in the name and on behalf of ~~the school~~PVPA, and any other contract or written instrument whatsoever shall be signed, sealed with ~~the~~ ~~the school~~PVPA seal, acknowledged and delivered, in the name and on behalf of ~~the school~~PVPA, by a ~~designated~~duly authorized officer or administrator.

#### Section 8.2 Charter School Seal

The Trustees may adopt and alter the seal of ~~the Charter School~~.PVPA.

## ARTICLE 9

### Advisors

The Trustees may designate certain persons or groups of persons as advisors of ~~the Charter School~~PVPA or such other title as they deem appropriate. Such persons shall serve in an honorary capacity, and shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities. Advisors are not required to receive special notice of any

Board meetings, but do have right to public notice of all Board meetings in accordance with Massachusetts Open Meeting Law.

## ARTICLE 10

### Amendments

These bylaws may at any time be amended or repealed by vote of a majority of the voting Trustees. Notice of the substance of any proposed amendment or repeal shall be stated in the notice of any meeting of the Board called for the purpose of proposing such amendment or repeal. All amendments to bylaws are contingent upon the approval of the ~~Massachusetts Department of Elementary and Secondary Education (DESE)~~.

No change in the date of the annual meeting may be made within sixty ~~(60)~~ days before the date fixed in these bylaws. Notice of any change of the date fixed in these bylaws for the annual meeting shall be given to the Trustees at least twenty ~~(20)~~ days before the new date fixed for such meeting.

## ARTICLE 11

### Indemnification of Trustees and Officers

~~The School~~PVPA shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or may serve as a trustee, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which he or she may become involved by reason of his or her serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by ~~the School~~PVPA or the proceeding seeks a declaratory judgment regarding his or her own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in

the best interest of ~~the School~~PVPA; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by ~~the School~~PVPA, which approval shall not be unreasonably withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by ~~the School~~PVPA of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this article, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

~~A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to a subsidiary or other organization shall be deemed to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation, if he or she acted in good faith in the reasonable belief that his or her action was in the best interests of such subsidiary or organization or of the participants or beneficiaries of, or other persons with interests in, such subsidiary or organization to whom he or she had a fiduciary duty.~~ Where indemnification hereunder requires authorization or approval by ~~the School~~PVPA, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a director of ~~the School~~PVPA approves payment of indemnification, such director shall be wholly protected by, if:

- i the payment has been approved or ratified (1) by a majority vote or a quorum of the directors consisting of persons who are not at that time parties to the proceeding; (2) by a majority vote of a committee of two or more directors who are not at that time parties to the proceedings and are selected for this purpose by the full board (in which selection directors who are parties may participate), or (3) by the members of the corporation of disinterested; or
- ii the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the corporation) appointed for the purpose by a vote of the directors or in the manner specified in clauses (1), (2) or (3) of subparagraph (i); or
- iii the payment is approved by a court of competent jurisdiction; or

iv the directors may have otherwise acted in accordance with the standard of conduct set forth in applicable provisions of the Massachusetts General Laws.

Any indemnification or advance of expenses under this article shall be paid promptly, and in any event within 30 days, after the receipt by ~~the School~~PVPA of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification ~~the School~~PVPA shall have determined that the person is not entitled to indemnification. If ~~the School~~PVPA denies the request or if payment is not made within such 30-day period, the persons seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on ~~the School~~PVPA.

The right of indemnification under this article shall be a contract right inuring to the benefit of the directors, officer and other persons entitled to be indemnified hereunder, and no amendment or repeal of this article shall adversely affect any right of such director, officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by ~~the School~~PVPA, apply to the directors, officers, and other persons associated with constituent Schools that have been merged into or consolidated with ~~the school~~PVPA, who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of ~~the School~~PVPA.

The right of indemnification under this article shall be in addition to and not exclusive of all other rights to which such director or officer or other persons may be entitled. Nothing contained in this article shall affect any rights to indemnification to which School employees or agents other than directors and officers and other persons entitled to indemnification hereunder may be entitled by contract or otherwise under law.

~~The School~~PVPA shall maintain or cause to be maintained liability insurance with insurance companies authorized to do business in Massachusetts insuring the Trustees and officers against liabilities and expenses incurred in their capacities as Trustees and officers.

## ARTICLE 12

### Provisions for Dissolution

In the event of liquidation or dissolution of ~~the School~~PVPA, all the assets of ~~the School~~PVPA, after paying or making sufficient provision for the payment of all of the liabilities of ~~the School~~PVPA, shall be distributed exclusively as provided for in the Massachusetts General Laws.

## ARTICLE 13

### Complaints and Grievance Procedure

#### Section 13.1. General

In compliance with MGL Chapter 71, Section 89(11), or 603 CMR 1.00, individuals or groups may complain to the Board concerning any claimed violation of this section or the Charter.

#### Section 13.2 Complaints related to internal administrative or educational issues

All complaints related to the in-school administrative or educational issues should be addressed first at the lowest possible level to the persons that are immediately responsible for reviewing and addressing these complaints, in accordance with the provisions of the Staff Handbook. The Head of School is the final arbiter of in-school administrative or educational issues.

Complaints may be directed to the Board only as permitted by law, as set forth in the Staff Handbook or if regarding the Head of School. Any complaint directed to the Board will be handled in accordance with the provisions of the Staff Handbook and the grievance policy. The Board President (or his or her designee from the Board) shall interview the complainant and all involved parties and report the problem at the next Board meeting. The Board makes a final decision regarding the complaint.

13.3 Complaints related to ~~the charter school~~PVPA laws and regulations (per 603 CMR 1.10)

(1) A parent, guardian, or other individuals or groups who believe that ~~the school~~PVPA has violated or is violating any provision of M.G.L. c. 71, § 89, or 603 CMR 1.00 may file a complaint with ~~the school's~~PVPA's Board of Trustees.

(2) The Board of Trustees shall respond no later than 30 days from receipt of the complaint in writing to the complaining party.

(3) The Board of Trustees shall, pursuant to a complaint received under 603 CMR 1.10, or on its own initiative, conduct reviews to ensure compliance with M.G.L. c. 71, § 89, and 603 CMR 1.00. ~~The school~~PVPA and the specific individuals involved shall cooperate to the fullest extent with such review.

(4) A complaining party who believes the complaint has not been adequately addressed by the Board of Trustees may submit the complaint in writing to the Commissioner of the DESE, who shall investigate such complaint and make a written response.

(5) In the event ~~the school~~PVPA is found in non-compliance with M.G.L. c. 71, § 89, or 603 CMR 1.00, as a result of a complaint or upon investigation, the Commissioner or Board may take such action as it deems appropriate, including but not limited to suspension or revocation of the charter under 603 CMR 1.13, or referral of the matter to the District Attorney, the Office of the Attorney General, or any other agency for appropriate legal action.

(6) A parent, guardian, or other individuals or groups who believe that ~~the school~~PVPA has violated or is violating any state or federal law or regulation regarding special education may file a complaint directly with the DESE.