

**OPERATING AGREEMENT AND BYLAWS OF**  
**RCMA CHARTER SCHOOLS, LLC**

(a Florida Not-For-Profit Limited Liability Company)

THIS OPERATING AGREEMENT AND BYLAWS (the “**Agreement**”) is made and effective as of the 21st day of June 2024, by and between **Redlands Christian Migrant Association, Inc.**, a Florida non-profit corporation organized for educational and charitable purposes (the “**Member**”), and **RCMA Charter Schools, LLC**, a Florida not-for-profit limited liability company (the “**LLC**,” and together with the Member, the “**Parties**”). In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

**RECITALS**

**WHEREAS**, the Parties have formed, created, and established the LLC pursuant to the provisions of the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes (the “**Act**”) for the purposes set forth in this Agreement; and

**WHEREAS**, the parties have elected to provide this Agreement in order to have an appropriate corporate document and agreement to fulfill the purposes and functions hereof; and

**WHEREAS**, the Member executing this Agreement constitutes the sole and authorized member of the LLC as of the date of hereof; and

**WHEREAS**, the parties now wish to set forth the terms, conditions, rights, duties, and obligations of the Member and the School Board (as defined herein) of the LLC.

**NOW THEREFORE**, in consideration of the covenants of each to the other, the Member and the LLC agree as follows:

ARTICLE 1  
**MEMBERSHIP**

The LLC shall have a single member consisting of the Member. The LLC shall not admit any additional members at any time.

ARTICLE 2  
**FORMATION AND TERM**

2.1 **Formation.** The Member hereby approves and ratifies the formation of the LLC under the Act pursuant to Articles of Organization (the “**Articles**”) filed with the Florida Department of State, Division of Corporations (“**Sunbiz**”), on June 21, 2024 (the “**Effective Date**”). From and after the Effective Date, this Agreement shall (1) determine the rights, obligations, and liabilities of the Member and School Board to the extent permitted by the Act and (2) govern the affairs of the LLC and the conduct of its business.

2.2 Articles of Organization: A duly appointed representative of the Member has executed the Articles and caused the Articles to be filed with Sunbiz. From and after the Effective Date, the School Board shall execute and cause to be filed and otherwise published, such original or amended certificates evidencing the formation and operation of the LLC whenever the same may be required under the laws of the State of Florida and of any other states where the LLC shall determine to do business.

2.3 Purpose of LLC: The general purpose of the LLC shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities which it is empowered to do under the Articles and this Operating Agreement, provided, however, that nothing herein shall be construed as allowing any activities which would jeopardize the LLC's derivative tax-exempt status or the tax-exempt status of the Member or would otherwise be inconsistent with the Member's classification as an organization described in §501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "**Code**") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under §170(c)(2) of the Code. The specific purpose for which the LLC is formed is to establish, develop, maintain, improve, manage, and otherwise operate one or more public charter schools in the state of Florida (each, a "**School**") pursuant to Florida's Charter School Statute (Fla. Stat. ss. 1002.33 & 1002.333, and other Florida Statutes pertaining to charter schools and Schools of Hope, collectively, the "**Charter Statute**") and associated uses.

2.4 Term: The LLC shall commence and begin business upon the acceptance of the Articles of Organization by the Secretary of State of the State of Florida and shall continue in existence in perpetuity, unless sooner terminated, liquidated, or dissolved by law or as herein provided.

2.5 Tax Treatment. The Member hereby acknowledges its intention that the LLC shall qualify for derivative exempt status as a disregarded entity of the Member solely for purposes of U.S. federal and Florida income and other taxes, but for all other purposes the rights and liabilities of the Member, School Board, the Officers, and the LLC shall be as set forth in the Act, except as otherwise provided herein. As required by the Internal Revenue Service ("**IRS**") for derivative exempt status as a disregarded entity, the Member shall have power to approve the election of the members of the School Board of the LLC as described herein. As more fully described in Section 6.8 of this Agreement, the School Board shall have the right of removal of members of the School Board on the basis of a two-thirds majority of the School Board then in office. Any rights and privileges relating to appointment and removal shall, however, be subject to the requirements of the IRS, as imposed from time to time, to maintain the LLC's derivative exempt status.

2.6 Fiscal Year. The LLC's fiscal year shall commence on July 1 and shall terminate on the following June 30.

2.7 Non-discrimination: The LLC shall not discriminate on the basis of disability, race, religion, national origin, ethnicity, sexual orientation, gender or age in either the hiring or other employment practices of the LLC or in the admission policies for students for any School operated by the LLC. The LLC shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws.

### ARTICLE 3

#### NAME, OFFICE OF THE LLC, AND REGISTERED AGENT

3.1 Name. The name of the LLC is **RCMA CHARTER SCHOOLS, LLC**. The business of the LLC shall be conducted under this name and under any fictitious names or variations of this name as determined by the School Board and that may be necessary to comply with the applicable laws and practices of the State or other states within which the LLC may do business or make investments.

3.2 Office of the LLC. The principal place of business of the LLC and the specified office of the LLC where the records required to be maintained by the LLC under the Act shall be kept is 402 W. Main Street, Immokalee, Florida 34142, or such other place or places as the School Board shall deem advisable.

3.3 Registered Agent. The LLC's agent for service of process shall be Isabel Garcia, 402 W. Main Street, Immokalee, Florida 34142, or such other qualified person or entity as the School Board may designate.

### ARTICLE 4

#### BUSINESS AND POWERS OF THE LLC

4.1 Business: The purpose of the LLC shall be to establish and operate one or more School(s) and associated uses in Florida, and to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

4.2 General Powers of the LLC: This LLC shall have all the powers enumerated for corporations in the Florida Not-For-Profit Corporation Act, as it now exists and as is hereafter amended, and all such other powers as are permitted by applicable law and the Act, including, without limitation, and only by illustration, the following powers unless later restricted by applicable law or charter contract:

4.2.1 Succession: To have succession by its corporate name for the duration of its existence.

4.2.2 Lawsuits: To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

4.2.3 Corporate Seal: To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced.

4.2.4 Acquire Property: To purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.

4.2.5 Dispose of Property: To sell, convey, mortgage, pledge, create security interests in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

4.2.6 Loan and Invest: To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

4.2.7 Donate: To make donations for the public welfare or for charitable, scientific, educational, or other similar purposes.

4.2.8 Miscellaneous: To have and exercise all powers necessary or convenient to effect its purpose.

## ARTICLE 5 DISTRIBUTIONS

The LLC shall not make any distributions to the Member, except as provided in Section 11, relating to the dissolution and winding up of the LLC. “Distributions” shall exclude any operating or capital expenses paid to the Member for value received, such as facilities, equipment, rent or services rendered.

## ARTICLE 6 SCHOOL BOARD

### 6.1 Purpose of the School Board of Managers; Executive Director of Member; Director of Charter Schools

6.1.1 Purpose of the School Board of Managers: The LLC will be governed by a volunteer governing board that will constitute the School Board of Managers of the LLC (the “**School Board**”). The School Board will oversee the operations and powers of the LLC, hold meetings, and be responsible for all other aspects of the School(s) operated by the LLC as required by the Charter Statute. For avoidance of doubt, the duties and authority of the School Board shall include all duties and authority of charter school governing boards set forth in the Charter Statute and other applicable laws.

6.1.2 Executive Director of Member: The Executive Director (the “**Executive Director**”) will be an employee of the Member and will be responsible for selecting, supervising, evaluating and providing support to the Director of Charter Schools (defined below) with input from the School Board. The Executive Director will not be a member of the School Board.

6.1.3 Director of Charter Schools: The Director of Charter Schools (the “**Director of Charter Schools**”) will be an employee of the Member but will also be directly accountable to the School Board, and directly supervised by the Executive Director, for the operations and overall performance of the Schools. The Director of Charter Schools will not be a member of the School Board.

## 6.2 Number, Minimum Requirements; Appointment and Election of School Board

6.2.1 Number of Individuals on School Board; Minimum Requirements for Board: The School Board shall consist of at least five (5) but not more than fifteen (15) individuals (each a “Manager”). At all times, the School Board should include the following: (a) at least three (3) individuals will also be members of the board of the Member, with at least one (1) of these individuals being the President of the board of the Member, and (b) there will be at least one member of the School Board from each of the counties in which the LLC operates a charter school.

6.2.2 Appointment of Initial School Board and Initial Officers. The Member shall have the sole right to appoint individuals to the initial School Board and the initial School Board Officers.

6.2.3 Election of School Board: After appointment of the initial School Board by the Member, the School Board shall elect individuals to fill any School Board vacancies, subject to the approval of the Member as provided in Section 6.13.2. New Managers shall be elected by the School Board from a slate of candidates proposed by the Nominating Committee as described in Section 6.13.2. Newly elected members of the School Board shall assume office at the first School Board meeting following their election.

6.2.4 Requirements for Derivative Tax Exempt Status: Notwithstanding anything to the contrary herein, any School Board rights and privileges relating to appointment and election shall be subject to the requirements of the IRS as imposed from time to time and to maintain the LLC’s derivative exempt status.

6.3 Power and Authority of the School Board: Except as otherwise provided herein, the School Board shall manage the LLC’s business and affairs, and may exercise all of the rights, powers, and authorities of the LLC under the Act, and do all such lawful acts and things that are not prohibited by statute, the Articles, or by this Agreement.

6.4 Compensation: Members of the School Board shall not receive any compensation for their services as Board Managers. The Board may, by resolution under policies it may adopt, authorize reimbursement of expenses incurred in the performance of the Board Managers duties. Such authorization may prescribe conditions and procedures for approval and payment of such expenses.

6.5 [Intentionally deleted]

## 6.6 Meetings of the School Board:

6.6.1 Voting and Quorum: Each Manager shall have one vote on each matter coming before the School Board. Except as otherwise provided in Section 6.6.6, below, any Manager not present at the meeting may vote on any matter by general or specific proxy directed to another Manager present or by specific instructions in writing. A quorum of the School Board Managers shall be required to conduct business, which shall consist of a majority of the School Board Managers. A 2/3 majority of the School Board of Managers

then in office shall be required to remove a Manager subject to approval of the Member. A majority vote of a quorum of the School Board then in office shall be required to pass any other measure before the School Board. Any less of a number may (1) set a time to adjourn, (2) adjourn, (3) recess, or (4) take measures to obtain a quorum.

6.6.2 Meeting Place and Electronic Participation: Meetings of the School Board shall be called at places within or outside of the State of Florida, and at times fixed by resolution of the Board, or upon call of a majority of Managers. Except as otherwise provided in Section 6.6.6, below, Managers of the School Board may participate in a meeting of the Board by, and the Board may conduct meetings through use of, any means of communication whereby all persons participating in the meeting can hear one another. Such participation shall constitute presence in person at the meeting. A written record shall be made of any action taken at a meeting conducted by such means of communication, but a verbatim transcript of such meeting is not required unless mandated by law.

6.6.3 Notice for Regular, Special and Emergency Meetings: The Secretary or designee performing the Secretary's duties shall send notice by mail, email, facsimile, or other acceptable mode of transmittal to each member of the School Board, Executive Director, Director of Charter Schools and each School Principal at his or her last recorded address at least ten (10) days in advance of regular meetings, or five (5) days in advance of special meetings, provided that such individual notice need not be given for regular meetings held at times and places fixed by resolution of the Board. Emergency meetings may be held with notice that is reasonable under the circumstances. Notice of meetings of the School Board need not state the purpose of the meeting.

6.6.4 Attendance: Any member of the School Board unable to attend a meeting of the Board shall notify the Secretary and state the reason for his or her absence. Except as otherwise provided in Section 6.6.6, below, a Manager may assign, by written proxy, another Manager to substitute for him or her at meetings. Notwithstanding the foregoing, if a member of the Board is absent from two (2) regular meetings in a fiscal year, he or she may be removed by a two-thirds majority of the Managers then in office, subject to the approval of the Member.

6.6.5 Written Consent in Lieu of Meeting: Except as otherwise provided in Section 6.6.6, any action that may be taken at a meeting of the School Board may be taken without a meeting if a written consent setting forth the actions to be taken, signed either before or after the action, by all of the Managers is delivered to the Secretary or other Manager performing these duties for inclusion in the LLC's records. These actions shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date, in which case the action taken shall be effective on the date specified therein, provided the consent states the date of execution by each Manager. Any such consent shall have the same force and effect as a unanimous vote of the Managers.

6.6.6 The Florida Sunshine Act: In the event that the LLC enters into any charter contract for operation of a School, to the extent required by such laws, rules, and regulations as govern the operation of such School, all meetings of the School Board will be noticed, minutes taken, public comment heard and otherwise conducted in accordance with the

Sunshine Act (Section 286.011, Florida Statutes). In such event, notices to the public of such meetings will be provided in accordance with the Sunshine Act and Charter Statute, and proxy voting, voting by Power of Attorney and written consent in lieu of holding a meeting will not be permitted. In addition, if members of the School Board cannot attend a meeting in person, they may only be considered present and participate in meetings by means of communication media technology in accordance with rules adopted by the Florida Administration Commission pursuant to Section 120.54(5), Florida Statutes or as otherwise allowed by applicable law.

6.6.7 Attendance by School Principal and Parent Representative: So long as any charter contract(s) between the LLC and a sponsor remains in effect, the School Board must appoint a Parent Representative to facilitate parental involvement and resolve disputes for each School as required by the Charter Statute. As defined in the Charter Statute, the Parent Representative must reside in the county in which the School is located. The Parent Representative is not required to be a parent and may be a member of the School Board, School employee or individual contracted to represent the School Board. If the School Board oversees more than one (1) School then a separate Parent Representative must be appointed for each School. After the effective date of any charter contract(s), the Parent Representative and School Principal, or his or her respective designee(s) named by vote of the School Board, must attend meetings of the LLC in person to the extent required by the Charter Statute.

6.6.8 Regular and Annual Meetings: The School Board must conduct regular meetings at least quarterly. No later than June 30<sup>th</sup> each year, the School Board shall hold its Annual Meeting to, at a minimum, elect Officers for the next fiscal year, fill any vacancies on the School Board and adopt an annual budget. The Annual Meeting will be considered a regular meeting for purposes of this subsection.

6.7 Presumption of Assent: A Manager who is present at a meeting of the School Board when LLC action is taken is deemed to have assented to the action taken unless (1) the Manager objects at the beginning of the meeting or (2) the Manager votes against, or abstains from, the action taken. The Secretary or any other officer performing the Secretary's duties shall maintain accurate records of all votes of the School Board.

6.8 Resignation and Removal: Any Manager may resign at any time by giving written notice to the Secretary, or if unavailable, to any other member of the School Board. Such resignation shall take effect at the time of receipt by the Secretary or other member of the School Board, as applicable. Any Manager may be removed by the Member for cause as provided herein. The Member has authority to remove a Manager for cause if, in the reasonable judgement of the Member, a Manager (i) engages in fraud, embezzlement, or theft or willful misconduct damaging to the LLC, its reputation, services, or students; (ii) violates any law or regulation relating to the LLC; (iii) engages in any intentional damage to the LLC's assets; (iv) engages in any unauthorized disclosure of any trade secret or confidential information of the LLC or its students or the Member; (v) fails to perform duties owed to the LLC; (vi) is charged with a felony or a misdemeanor involving moral turpitude or act in any manner that would result in failure to pass background screening required by law for charter school board members; (vii) acts in a manner that is contrary

to the derivative tax exempt status of the LLC or the tax exempt status of the Member; or (viii) acts inconsistently with the missions, values or goals of the LLC or the Member.

The Board may also vote for the removal of a Manager by a two-thirds majority of the Managers then in office, subject to the approval of the Member. Notwithstanding anything to the contrary herein, any School Board Manager's rights and privileges relating to removal shall be subject to the requirements of the IRS as imposed from time to time to maintain the LLC's derivative exempt status.

6.9 Vacancies: If a vacancy should occur in the School Board due to resignation, removal or death, the School Board President, after consulting with the Nominating Committee and the nominating committee of the Member, may decide to appoint another individual to serve on the Board until the next Annual Meeting, notwithstanding the procedures in Sections 6.2.3 and 6.13.2.

6.10 Third-Party Reliance: Third parties dealing with the LLC shall be entitled to rely conclusively upon the power and authority of the Managers as set forth herein, subject only to the express limitations set forth in this Agreement or by law.

6.11 No Duty to Consult: Except as otherwise provided herein, the Managers shall have no duty or obligation to consult with or seek the advice of the Member in connection with the conduct of the business of the LLC.

6.12 Initial School Board and Officers: The initial School Board and Officers, as applicable, shall be:

| Name                       | Officer Position (as applicable) |
|----------------------------|----------------------------------|
| Linda A. Miles             | President                        |
| Barbara M. Rollason        | Vice President                   |
| Donna Gaffney              | Vice President                   |
| Jaime Weisinger            | Vice President                   |
| Joaquin Perez              | Vice President                   |
| Michael Bayer              | Vice President                   |
| Sandra Hightower, PhD      | Vice President                   |
| Richard Pringle, P.A.      | Secretary                        |
| Larry Salustro             | Treasurer                        |
| Aedan J. Dowling           |                                  |
| Al J. Hinson               |                                  |
| Ansberto Vallejo           |                                  |
| Mirta A. Negrini           |                                  |
| Sonia Tighe                |                                  |
| Wilma Robles-Melendez, PhD |                                  |

6.13 Committees:

6.13.1 Establishment; Membership; Terms: The School Board may establish and appoint members to such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the LLC. The permitted activities and scope of



each such committee shall be established by the School Board at the inception of each such committee and may be amended by the School Board from time to time. A Committee may be made up of members of the School Board and non-Board members. Committee member terms shall be established upon appointment and shall be one year or less. Committee terms may be renewed. The School Board shall appoint a chair for each committee unless otherwise provided in this Agreement.

6.13.2 Nominating Committee: The School Board shall appoint a Nominating Committee to recommend candidates to fill any vacancies on the School Board. The Nominating Committee will be considered a standing committee. Prior to making candidate recommendations to the School Board, the Nominating Committee will provide a list of potential candidates and their respective background and biographical information to the Member for its review and approval. The Member may also provide candidate names to the Nominating Committee, along with their respective background and biographical information. The Nominating Committee will not recommend any candidate for the School Board who has not been approved or provided by the Member. As part of the nominating process, the Nominating Committee will also provide information to all potential candidates regarding the roles and responsibilities of charter school governing board members as well as the Conflict of Interest Policy for the LLC.

6.13.3 Finance Committee: The School Board shall appoint a Finance Committee which will be chaired by the Treasurer or other Officer of the LLC as designated by the School Board. The Finance Committee will be considered a standing committee. It will work with the Director of Charter Schools and each School Principal to prepare a draft annual budget for consideration and approval by the School Board and will perform such other duties as identified by the School Board.

6.13.4 Audit Committee: The School Board shall appoint an Audit Committee in accordance with Section 218.391, Florida Statutes. The Audit Committee will be considered a standing committee. It will follow the procedures and requirements set forth in Section 218.391, Florida Statutes, and any other applicable laws and rules, relating to recommendation and selection of an auditor to conduct the independent financial audits required by the Charter Statute.

6.13.5 Open Meetings: So long as any contract for operation of a School subject to the Sunshine Act remains in effect, any standing or ad hoc committees subject to the Sunshine Act will be noticed, minutes taken, public comment received and otherwise conducted in accordance with the Sunshine Act.

## ARTICLE 7 OFFICERS

7.1 Appointment and Removal. Except for the initial Officers, which will be appointed by the Member, and the President, who will be the same individual as the President of the board of the Member, the School Board will elect from the School Board individuals to serve as Officers, with certain powers, authority, and responsibility for the management of the LLC's business

delegated to them pursuant to this Article 7. The initial Officers are set forth in Section 6.12, above.

- The Officers shall directly report to the School Board.
- The Officers will include a President, one or more Vice Presidents, a Secretary, and a Treasurer.
- Any Officer may hold two or more offices.
- All Officers shall be elected from among the School Board.
- The Officers of the LLC shall have such authority to perform and shall perform such duties with respect to the management of the LLC as are provided in this Agreement or as may be determined by the School Board.
- The selection of an Officer shall not of itself create any contract rights in favor of the Officer.
- Each Officer term shall be one year, corresponding with the LLC's fiscal year, with the ability to be elected for subsequent terms as an Officer. An Officer shall hold office until he or she resigns, unless sooner removed from office by the School Board.
- Any Officer of the LLC may be removed summarily from his or her Officer position, with or without cause, at any time, by a majority vote of the School Board.

7.2 Duties of Officers. The Officers will devote such time, effort, and skill in the management of the LLC's business affairs as each deems necessary and proper for the LLC's welfare and success. Except as otherwise provided herein, the duties of each of the Officers may be performed by staff members of the School under the supervision of each Officer.

7.3 Standard of Care of Officers. The Officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Officer, by reason of being or having been an Officer, shall be liable to the LLC or the Member or any other officer for any loss or damage sustained by the LLC or the Member or any other officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Officer.

7.4 Duties of the President. The President shall be the President of the board of the Member. President shall preside at all meetings of the School Board and shall prepare the agendas for such meetings, in consultation with the Director of Charter Schools. The President may sign and execute in the name of the LLC deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be expressly delegated by the School Board or this Agreement to some other officer or agent of the LLC, or as otherwise required by law. The President shall perform these and such other duties as the School Board may from time to time prescribe, and as are incident to the office of President.

7.5 Duties of the Vice President. Each Vice President shall have such powers and duties as may from time to time be assigned by the School Board and shall act in place of the President in the event the President is unavailable. Any Vice President may, when authorized by the School Board, sign and execute in the name of the LLC, deeds, mortgages, bonds, contracts, or other instruments, except for the signing and execution of such documents as shall be expressly delegated

by the School Board or President to some other Officer or agent of the LLC, or as otherwise required by law.

7.6 Duties of the Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts, and disbursements of the LLC and shall deposit all monies and securities of the LLC in such banks and depositories as shall be designated by the School Board. The Treasurer shall be responsible for (1) maintaining adequate financial accounts and records in accordance with generally accepted accounting practices; (2) the preparation of appropriate operating budgets and financial statements; (3) the preparation and filing of all tax returns that are required by law; and (4) the performance of all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the School Board or the President.

7.7 Duties of the Secretary. The Secretary shall act as secretary of all meetings of the School Board of the LLC. The Secretary or their designee shall keep and preserve the minutes of all meetings in permanent books. The Secretary shall see that all notices which are required to be given by the LLC are duly given and served; shall have custody of all deeds, leases, contracts, and other important LLC documents; shall have charge of the books, records, and papers of the LLC relating to its organization and management as a limited liability company; shall see that all reports, statements, and other documents required by law (except tax returns) are properly filed; and shall in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the School Board or the President.

7.8 Compensation. Officers shall not receive any compensation for their services.

## ARTICLE 8 LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 Limitation of Liability of Member. Except as otherwise prohibited for an organization exempt from taxation under I.R.C. § 501(c)(3), or otherwise provided by the Articles of Organization, this Agreement, or the laws of Florida, the Member shall have no liability, merely as a member, for any liabilities or losses of the LLC.

8.2 Limitation of Liability of Managers. Except as prohibited by the laws of Florida, the liability of the Managers and the Officers to the LLC, to the Member, or to third parties shall be limited to the fullest extent permitted for an LLC under the Act, and for an organization exempt from taxation under I.R.C. § 501(c)(3).

8.3 Indemnification. The LLC shall indemnify the Member and its board members, Officers, and the Managers for all costs, losses, liabilities, and damages paid or accrued by the Member, Officers, or Managers in connection with the business of the LLC or because such person is a Member, Officer, or Manager, to the fullest extent permitted for an organization exempt from taxation under I.R.C. § 501(c)(3). In addition, the Managers shall cause the LLC to advance to such persons the costs of participation in any judicial or administrative trial, hearing, or other proceeding, whether civil, criminal, or investigative. The Managers may, with the consent of the Member, indemnify the Member's employees and all other employees and agents of the LLC for all costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with

the business of the LLC or because such person is an agent or employee, to the fullest extent provided or allowed under the Act and to the fullest extent permitted for an organization exempt from taxation under I.R.C. § 501(c)(3). The LLC shall obtain liability and other forms of insurance considered to be necessary and prudent to provide the indemnification set forth in this Agreement.

8.4 Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Articles of Organization, or the Act shall not be grounds for vitiating any contract or transaction of the LLC, or imposing personal liability on the Member, Officers, or any Managers for the liabilities of the LLC.

## ARTICLE 9 ACCOUNTS, BOOKS, RECORDS, ACCOUNTING, REPORTS, AND TAX MATTERS

9.1 Books and Records. The Managers or Officers shall keep or cause to be kept complete and accurate books of account, in which shall be entered fully and accurately each and every transaction of the LLC and the records required to be maintained by the LLC pursuant to the Act. The LLC's books and records shall be maintained at the principal office of the LLC or at such other place as the LLC may from time to time designate, and the Member shall at all reasonable times have access to and the right to inspect and copy the books and records through a person designated by the Member.

9.2 Tax Information. The LLC shall deliver to the Member as soon as possible after the end of each taxable year the information relating to the LLC that is necessary for the preparation of the Member's Form 990 and any other tax filings the Member is required to make. As governed by Florida Statute §605.1103, for tax purposes, the LLC is not considered a separate legal entity from the Member, but for contractual purposes, it will be considered a separate legal entity from the Member.

9.3 Tax Exemption: The LLC shall be tax exempt, deriving its tax-exempt status from its Member.

9.4 Method of Accounting. The accounting records of the LLC shall be maintained in the same method of accounting as that of the Member; provided, however, that in the event that the LLC enters into any charter contract for operation of a School, for any period during which a charter contract remains in effect, the accounting records of the LLC shall be maintained in the method of accounting required for Florida charter schools.

## ARTICLE 10 AMENDMENTS

This Agreement may be amended from time to time only by a written instrument upon approval by both the Member and the Board of Managers, on behalf of the LLC.

ARTICLE 11  
DISSOLUTION AND WINDING UP

11.1 Manner of Dissolution. The LLC shall be dissolved and its affairs wound up only with the consent of the Member and in accordance with the procedures set forth in the Act.

11.2 Effect of Dissolution. Upon dissolution, the LLC shall cease carrying on the LLC business (as distinguished from the winding up of the LLC business), but the LLC shall not be terminated by the articles of dissolution alone, and shall continue until the winding up of the affairs of the LLC is completed.

11.3. Distribution of Assets on Dissolution. Upon the winding up of the LLC, the LLC property shall be distributed in accordance with the laws of the State of Florida pertaining to public charter schools, with any remainder to the Member to be utilized and/or distributed in accordance with the Code.

ARTICLE 12  
MISCELLANEOUS PROVISIONS

12.1. Entire Agreement. This Agreement represents the entire agreement between the Member and the LLC regarding the matters set forth herein.

12.2 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Florida and the Act.

12.3 Rights of Creditors and Third Parties Under Agreement. This Agreement is entered into between the LLC and the Member for the exclusive benefit of the LLC, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the LLC or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement.

12.4 Prohibited Activities. Notwithstanding any other provision of these Articles, the LLC shall not carry on any activities not permitted to be carried on (a) by a company exempt from federal income tax under §501(c)(3) of the Code, or the corresponding section of any future federal tax code, or (b) by a company, contributions to which are deductible under §170(c)(2) of the Code, or the corresponding section of any future federal tax code.

The undersigned has executed this Agreement as of the day and year first above written.

MEMBER  
Redlands Christian Migrant Association, Inc.

Linda A Miles

Linda A. Miles, President

Date: 7-1-24

LLC  
RCMA Charter Schools, LLC

Linda A Miles

Linda A. Miles, President  
Redlands Christian Migrant Association, Inc.  
Sole Member of RCMA Charter Schools,  
LLC

Date: 7-1-24