

SEVEN GENERATIONS CHARTER SCHOOL	BYLAWS ADOPTED: November 8, 2011 REVISED: September 8, 2015, March 8, 2016, April 11, 2017
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**ARTICLE I
NAME ADDRESS AND SEAL OF CORPORATION**

Section 1. NAME: The name of this nonprofit corporation shall be known as Seven Generations Charter School, hereinafter referred to as the “Charter School.”

Section 2. PURPOSE: The purpose of the Charter School is to foster an academically rich educational community creating generations of stewards who respect our world and each other.

Section 3. ADDRESS OF CORPORATION: The location and address of the registered office of the Charter School shall be 154 E. Minor St., Emmaus, PA 18049, or such other location in Pennsylvania as the Board of Trustees may from time to time determine. The Charter School may also have offices at such other places as the Board of Trustees may from time to time determine.

Section 4. SEAL: The Trustees may adopt and alter a corporate seal, inscribed with the name of the School, the year of its organization and the words “Corporate Seal, Pennsylvania” and such other details as may be specified by the Board of Trustees.

**ARTICLE II
NATURE OF THE CORPORATION**

Section 1. CORPORATE STATUS: The Charter School is incorporated under the Nonprofit Corporation Law of 1988, as amended, of the Commonwealth of Pennsylvania, and shall be organized and operated exclusively for charitable, scientific, literary and educational purposes permitted within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including the purposes specified in Act No. 1997-22 of the General Assembly of the Commonwealth of Pennsylvania known as and referred to herein as the “Charter School Law.” In furtherance of these purposes, the Charter School may exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon nonprofit corporations and schools formed pursuant to the Charter School Law.

Section 2. PURPOSE: To create, develop and operate a charter school pursuant to the Charter School Law, Act of June 19, 1997, P.L. 22, as codified, 24 P.S. §§ 17-1701-A et seq. in furtherance of: (1) fostering quality public education and to advance the interests of public school students through the promotion and advocacy of community schools; (2) stimulating the development of innovative programs in public education; (3) providing opportunities for learning and assessments; (4) providing parents and students with greater educational options in choosing a school; and (5) holding teachers, parents, and school administrators accountable for the student educational process.

Section 3. NON-DISCRIMINATION: The Charter School is an equal opportunity education institution and does not discriminate in its educational programs, activities or employment practices on

the basis of race, color, national origin, sex, age, gender presentation, gender identity, sexual orientation, religion, ancestry, disability or other legally protected classification.

ARTICLE III MEMBERS

Section 1. MEMBERSHIP: Unless or until the Articles of Incorporation of the Charter School are amended to provide otherwise, Charter School shall have no members. Any provision of law requiring notice to, the presence of, or the vote, consent or other action by members of the corporation in connection with such matter shall be satisfied by notice to, the presence of, or the vote, consent or other action by the Board of Trustees. No certificates of membership shall be issued at any time.

Section 2. ANNUAL MEETING: The Board shall meet annually at the first regularly scheduled meeting in September of each year, at a reasonable time and place convenient to the Board of Trustees and members of the community. In the event that the annual meeting is not held on the specified day, the Trustees may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting, provided that notice is given for the meeting and the notice indicates that the special meeting shall be in place of the annual meeting. Notice of the annual meeting or notice of a special meeting called in its place, setting forth the date, time and place shall be published in accordance with Article 4, Section 14 hereof and shall be mailed to all Trustees at each individual Trustee's usual or last known address not less than seven days prior to the date of the annual meeting. At the Annual Meeting the Co-coordinators and the Treasurer shall present an annual report which shall set forth:

- (a) The assets and liabilities, including the trust funds, of the Charter School as of the end of the fiscal year immediately preceding the date of the report;
- (b) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Charter School;
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Charter School;
- (e) The capital budget and the operating budget for the Charter School's current fiscal year;
- (f) A schedule of proposed major activities for the current fiscal year; and
- (g) A summary of the Charter School's compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various accrediting and approval agencies.

Section 3. PLACE & TIME OF REGULAR MEETINGS: All regular meetings of the Board shall be held at such places within the Commonwealth of Pennsylvania as the Trustees determine and at such time as shall be specified in the respective notices of such meetings or waivers thereof. Written

notice of every meeting and the annual schedule shall be given to each Trustee by the annual meeting. Reasonable notice shall be made of the first regular meeting following the determination of the Trustees of the time and place of regular meetings.

Section 4. PLACE & TIME OF SPECIAL MEETINGS: Special meetings of the Board may be held anytime and anyplace when called by the Coordinators of the Board of Trustees or by two or more Trustees. In addition to the notice required by Article 4, Section 14 hereof, reasonable notice of the time and place of special meetings shall be given to each Trustee. Such notice will specify the purposes of the meeting. It shall be given to each Trustee in accordance with the Pennsylvania Nonprofit Corporations Law. It shall be considered reasonable and sufficient notice to a Trustee to send notice by mail at least three (3) business days before the meeting, addressed to the director at the Trustee's usual or last known residence, or to give notice in person or by telephone or email at least twenty-four (24) hours before a special meeting.

ARTICLE IV BOARD OF TRUSTEES

Section 1. AUTHORITY: The government and direction of business of the Charter School shall be vested in the Board of Trustees. The Board shall have and exercise the corporate powers prescribed by the laws of the Commonwealth of Pennsylvania, and more particularly described in the Charter School Law and the Charter (the "Charter") of the Charter School. The essential function of the Board shall be policy making, the assurance of sound management, and active participation in the provision of necessary funds.

Section 2. INITIAL APPOINTMENT OF TRUSTEES: The initial Trustees will be selected by the Founding Members of Charter School as set forth in the Charter School's Charter, with the selections to become effective at the first inaugural meeting of the Charter School and shall continue until the end of the terms specified pursuant to this Section. The terms of the initial Trustees shall be staggered so that the terms of two or more Trustees expire in one year, the terms of two or more Trustees expire in two years and the terms of two or more Trustees expire in three years. Terms shall be assigned to individual initial Trustees by lot.

Section 3. POWERS: The Board of Trustees of the Charter School shall be public officials. Trustees of the Charter School shall have the authority to decide matters related to the operation of the school. More specifically, the Board's authority shall be, without limitation:

- to approve policies and procedures regarding employment, including but not limited, to appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;
- to adopt the curriculum or courses of study and text books;
- to authorize the acquisition, management and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction renovation and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A (10) of the Public School Code of 1949, as amended 24 P.S. 17-1715-A;

- to approve institutional documents and policy statements at the Board’s discretion to assure compliance with the Articles of Incorporation, Bylaws, Charter, and Board Policy;
- to sue and be sued, complain and defend and participate as a party or otherwise, but only to the same extent and upon the same condition that political subdivisions and local agencies can be sued;
- to make contracts and leases for the procurement of services, equipment, and supplies, including contracts with and making appropriations to an intermediate unit, school district, or Area Vocational Technical School for the charter's proportionate share of the cost of services provided or to be provided by the foregoing entities;
- to create or increase any indebtedness, including incurring temporary debts in anticipation of the receipt of funds;
- to solicit and accept any gifts or grants for Charter School purposes;
- to establish the annual academic calendar;
- to adopt and approve the annual budget and to make revisions therein;
- to establish enrollment policies and procedures;
- to adopt and approve policies and procedures to assess student achievement;
- to approve or ratify all contracts as determined by the policy on contracting;
- to be final arbiter of all disciplinary matters;
- to authorize any annual audit by an independent certified public accountant;
- to fix the salary or other compensation of the administrators, teachers, and other employees of the Charter School;
- to approve all personnel actions
- to designate depositories of Charter School funds;
- to set the Charter School calendar which must include 900 hours or 180 days for elementary students instruction;
- to have and exercise all of the powers and means appropriate to effect the purpose or purposes for which the Charter School is chartered; and to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and not consistent with the Charter School Law..

Section 4. RESPONSIBILITIES: The Board has ultimate responsibility to determine general, academic, financial, personnel and related policies deemed necessary for the administration and

development of the Charter School in accordance with its stated purposes and goals. Specific responsibilities include:

- Following the charter school’s mission and vision.
- Supporting the charter school’s administrators and review their performance.
- Ensuring effective organizational planning.
- Ensuring adequate resources.
- Managing resources effectively.
- Determining and monitor the charter school’s programs and services.
- Enhancing the charter school’s public image.
- Assessing its own performance.

Section 5. DECISION-MAKING MODEL: A quorum must be present at any meeting in order for official business to occur. A consensus, using Formal Consensus (as defined in On Conflict and Consensus by C.T. Lawrence Butler and Amy Rothstein, 3d Ed.) shall decide any question or proposal. This process shall work as follows: Prior to each meeting, items on the agenda are listed in an order which seems efficient and appropriate. Then a discussion/decision timetable will be allotted during an agenda planning process. Items that must be decided upon at that meeting are given top priority. In discussion on these and all other items, the Board strives for complete consensus within the allotted time given to the decision. To the various manners in which a proposal deliberation can conclude as outlined in On Conflict and Consensus, the Board will add a “deadlock” clause as follows:

A deadlock is defined by the following two criteria:

- 1) The Board cannot consent to any proposal it has or can imagine.
- 2) The Board does not have the time to continue to deliberate either at its present meeting or at a future meeting before the decision must be made.

Once a deadlock is declared, the Board has the option to proceed to “consensus minus one,” in which case:

- 1) The proposal passes even if one member of the Board neither consents to it nor is willing to stand aside.
- 2) The one member’s concern(s) is/are noted in the proposal.
- 3) The duration of the action decided by the consensus minus one decision should be as short as possible.
- 4) An agenda item of a future meeting will be to find a way to resolve the concern to the Board’s satisfaction.

Section 6. ACTIONS REQUIRING OFFICIAL CONSENT OF THE BOARD:

Consent of the Board of Trustees of the Charter School per Article IV, Section 5, duly recorded, showing how each member voted, shall be required in order to take action on the following subjects: (1) School Calendar; (2) Adopting Textbooks; (3) Appointing or Dismissing of Administrators; (4) Adopting or amending the annual budget; (5) Purchasing or selling of land; (6) Locating new buildings or changing the locations of old ones; (7) Creating or increasing any indebtedness; (8) Adopting courses of study; (9) Designating depositories for school funds; (10) Entering into contracts of any kind where the amount involved exceeds one thousand dollars (\$1,000.00); (11) Fixing salaries or compensation of administrators, teachers, or other employees of the Charter School; (12) Electing members of the Board of Trustees; (13) Entering into contracts with and making appropriations to an intermediate unit, school district or area vocational/technical school for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entities; and (14) Real Estate Transactions. A vote of two-

thirds (2/3) of the members in office of the Board duly recorded showing how each member voted shall be required in order to take action on the following subject: purchase of real property or the sale, mortgage, lease or other disposal of real property.

Section 7. QUALIFICATION: Each Trustee shall be a natural person of at least twenty-one (21) years of age. Any employee of the school or his/her spouse, life partner, parent, child, or member of the employee's household is not eligible to serve on the Board. Any Board member's spouse, life partner, parent, child, or member of the Board member's household is not eligible to serve on the Board.

Section 8. NUMBER: The Board of Trustees shall consist of not less than five (5) and not more than thirteen (13) members as determined by the Board. The Board shall be comprised of at least one parent of a student enrolled at the Charter School.

Section 9. ELECTION: Any Trustee may nominate candidates for positions on the Board of Trustees as needed at any regularly scheduled or special meeting open to the public as a result of the consent of the serving Board of Trustees. Every individual so nominated by the Board who wishes to run for election to a seat on the Board of Trustees must complete a Board authorized orientation as described in Section 10. A Trustee shall be elected by consent of the Board, using the process articulated in Article IV, Section 5. The Trustees will cast an open, public ballot.

Section 10. ORIENTATION: The orientation will instruct each candidate in the pedagogy, practice, vision, and mission of Seven Generations Charter School. Following the orientation, each nominated candidate must demonstrate an understanding and commitment to the experiential method of learning as well as the mission and guiding principles of Seven Generations Charter School. Upon successful completion of this process, the then serving Board of Trustees will place the names of all the nominated candidates who, in the Board's discretion, satisfy the above criteria on the ballot presented to the Board for consent.

Section 11. VOLUNTEER SERVICE: The Trustees are expected to volunteer at the school or school functions/meetings for a minimum of eight (8) hours per academic year, over and above the Board meetings. Four (4) of these volunteer hours shall happen between September 1 and December 31, and four (4) of these volunteer hours shall happen between January 1 and May 31.

Section 12. TENURE: Each Trustee, after the initial Trustees, shall hold office for three (3) years, unless the Trustee dies, resigns, is removed, or becomes disqualified. The term of office of each Trustee shall be for a period effective upon appointment and qualification and ending three years after the expiration of the term which such Trustee is appointed to fill or until a successor is duly elected. A trustee may be reelected or reappointed for consecutive terms. At the end of a board member's three year term, they may request an extension of their term. Any extension must be approved by the board.

Section 13. TRUSTEES EMERITUS: The Board may elect as Trustees Emeritus former Trustees who have provided distinguished service to the Charter School. Trustees Emeritus may attend and participate in meetings of the Board open to the public, but shall not participate in the call for consensus, or be counted toward a quorum.

Section 14. OPEN MEETINGS: All official actions and all deliberations by a quorum of the Board of Trustees shall be conducted under the Act of July 3, 1986 (P.L.388, as amended), known as the "Sunshine Act." Board meetings shall take place at a meeting open to the public as provided in Section 4

of the Sunshine Act, 65 P.S. § 274. Notices of all meetings shall be given in the manner described in the Sunshine Act.

Section 15. QUORUM: At all meetings of the Board the presence of a majority of the Trustees then in office shall be necessary and sufficient to constitute a quorum and except as otherwise provided by law or by the By-Laws, the act of a majority of the Trustees present and voting where a quorum is present shall be the act of the Board. In the absence of a quorum no business shall be transacted except to take measures to obtain a quorum, fix a time to adjourn, adjourn or recess.

Section 16. RESIGNATION OF TRUSTEES. Any Trustee may resign at any time by delivering a written resignation to the Board of Trustees. Such resignation shall become effective upon receipt unless it is specified to be effective at some time later.

Section 17. REMOVAL OF TRUSTEES: Individual Trustees serve at the pleasure of the Board of Trustees. Any individual Trustee may be removed at any time, for any reason, at any meeting of the Board by consent of a quorum of the full Board of Trustees, whereby less the Trustee to be removed does not participate in the consensus process. The Board of Trustees may remove a Trustee with or without cause by consensus of a quorum of the Board of Trustees entitled to cast votes. In addition, if so decided by the Board of Trustees, it may remove any Trustee for the following conduct (list is not all inclusive):

- (a) Failure to attend two consecutive meetings without reasonable justification; and/or
- (b) Failure to attend more than three board meetings in one fiscal year without reasonable justification.

For conduct detailed in (a) and (b) above, if decided, the Board of Trustees shall only remove such Trustee by consent of a quorum of the remaining Board of Trustees at the next scheduled meeting of the Board of Trustees. If any Trustee shall fail to attend two consecutive meetings of the Board without excuse and, after having been notified by the Board Secretary of such failure to attend, shall fail to be present at the next regular meeting after such notification an excuse for said absence acceptable to the Board, said absent Trustee shall, in that case, be deemed to have resigned. However, the Board shall have the power to excuse the absence of any Trustee. In addition, Trustees shall be expected to attend at least 80% of all meetings of the committees on which he/she has agreed to serve as determined on an annual basis. A Trustee who fails to attend at least 80% of all meetings of the committees on which he/she has agreed to serve without excuse shall be removed by consent of the full Board of Trustees, less the Trustee to be removed.

Section 18. VACANCIES: In the event any vacancy occurs in the Board of Trustees, caused by any increase in the number of Trustees or by the death, resignation or removal of any Trustee, the Board may elect a Trustee to fill such vacancy. Any vacancies on the Board of Trustees shall be filled by consensus of a quorum of a vote of the Board of Trustees. Each Trustee so elected to fill a vacancy shall hold office for the remainder of the predecessor's unexpired term, if applicable. If a Trustee resigns by giving notice specifying that such resignation shall be effective at a future time, the Board of Trustees shall have the power to elect a successor to take office when the resignation shall become effective.

Section 19. COMPENSATION AND BUSINESS TRANSACTIONS: Trustees shall serve as Trustees without compensation but may be reimbursed for expenses incurred when acting at the request of and on behalf of the Board. No Trustee or family member of a Trustee shall as a private person engage in any business transaction with the Charter School, be employed in any capacity by the Charter

School, or receive from the Charter School any pay for services rendered to the Charter School. Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 P.S. 401-422. Notwithstanding the foregoing, common interested Trustees may be counted in determining the presence of a quorum at a Board meeting in which a transaction described above is authorized, approved, or ratified.

Section 20. DUES: The Trustees shall not be required to pay any dues or membership fees.

ARTICLE V OFFICERS OF THE BOARD OF TRUSTEES

Section 1. OFFICERS OF THE BOARD: Officers of the Charter School shall consist of two (2) Coordinators, one (1) Treasurer, and one (1) Secretary, and other such officers with duties as the Board prescribes.

Section 2. ELECTION OF OFFICERS. The officers shall be elected annually at each annual meeting of the Board by consent of the full Board and may succeed themselves in office. Each person elected an officer shall continue in office until the next annual meeting after his election or until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal in accordance with the By - Laws. Vacancies of officers caused by death, resignation, removal or increase in the number of officers may be filled by the consent of the Board at a special meeting called for that purpose or at any regular meeting. Officers filling such vacancies shall serve for the remainder of the vacated term.

Section 3. REMOVAL OF OFFICERS: Any officer may be removed by the Board of Trustees as specified in Article IV, Section 17. The matter of removal may be acted upon at any meeting of the Board, provided that notice of intention to consider said removal has been given to each Board member and to the officer affected at least seven (7) calendar days previously.

Section 4. TERM LIMITS: The number of terms an officer may serve is without limits and a Trustee may serve simultaneously as more than one officer.

Section 5. VACANCIES: A vacancy in any office shall be filled by consensus of the Board of Trustees. Each Officer so elected to fill a vacancy shall hold office for the remainder of the predecessor's unexpired term. If an Officer resigns by giving notice specifying that such resignation shall be effective at a future time, the Board of Trustees shall have the power to elect a successor to take office when the resignation shall become effective.

Section 6. COORDINATORS: Acting as a team/partnership, the two Coordinators will execute on behalf of the corporation all contracts, deeds, conveyances, and other instruments in writing that may be required or authorized by the Board of Trustees for the proper and necessary transaction of the business of the corporation.

Section 7. SECRETARY: The Secretary shall record or cause to be recorded minutes of all proceedings of the Trustees. These records shall be maintained in a location where they are open at all reasonable times to the inspection of any member of the Board of Trustees of the Charter School. The Secretary shall also be responsible for posting the agenda for all Board of Trustee meetings on the

school website in advance of each meeting and for posting the minutes of each meeting after they are approved.

Section 8. TREASURER: The Treasurer or designate shall keep full accounts of receipts and disbursements in books belonging to the Charter School and his/her agent shall deposit all monies in the name and to the credit of the Charter School in such depository as shall be authorized by the Board. S/he shall render to the Board such statements of the transactions and accounts as may be required of him/her. The Treasurer shall serve as an ex-officio member on any Finance Committee, and shall keep record of all special funds and make a report of such funds to the Board at each meeting. The Treasurer or designate shall receive all funds including local, state and federal funds, and privately donated funds. The Treasurer or designate shall also make payments out of the same in proper orders approved by the Board of Trustees, signed by one of the Coordinators of the Board. The Treasurer or designate may pay out such funds on orders that have been properly signed without prior consent of the Board for the payment of amounts owing under any contracts or budget items that have been previously approved by the Board, and by which prompt payment Charter School will receive a discount or other advantage.

Section 9. FACILITATOR: A facilitator will be assigned to each meeting to ensure that it is run smoothly. The Coordinators may alternate taking on this role, or they may ensure that another Trustee or designate can fulfill this role. The facilitator is responsible for conducting a review of the agenda and achieving consensus from the Board of Trustees for the proposed agenda at the start of the meeting, reviewing minutes from the previous meeting, ensuring that the agenda's allotted times are adhered to, ensuring that everyone who wishes to speak is heard, conducting calls for consensus or monitoring voting, and conducting a meeting evaluation at the close of each meeting. The person who serves as facilitator does not participate in the content of the discussion or in the call for consensus, but, if a member of the Board of Trustees, he or she may participate in a call for consensus if a call for consensus is required. If a Trustee is scheduled to facilitate a meeting at which there will be a discussion that they need or wish to participate in, they must find a replacement facilitator, either for the entire meeting or for the specific agenda item that they need or wish to discuss.

Section 10. ADDITIONAL DUTIES: Any officer of the Charter School, in addition to the powers conferred upon him or her by these By-Laws will have such additional powers and perform such additional duties as may be prescribed from time to time by said Board and in accordance with applicable law.

ARTICLE VI THE CEO/ACADEMIC DIRECTOR OF THE SCHOOL

Section 1. THE CEO/ACADEMIC DIRECTOR: The CEO/Academic Director shall be hired by the Board of Trustees on such terms and conditions as are mutually agreeable to the parties and shall have general authority over the day-to-day management and operation of the school.

ARTICLE VII DUTIES OF THE CEO/ACADEMIC DIRECTOR

Section 1. DUTIES OF THE CEO/ACADEMIC DIRECTOR: The CEO/Academic Director shall carry out the policies of the school and the decisions of the Board of Trustees as established from time to time by the Board. S/he shall be expected to anticipate the developing needs of the school and

the community, both short and long term, and to interpret those needs and changes for the Board. S/he shall be responsible for keeping the Board well informed on all matters pertaining to the school at all times. The CEO/Academic Director or designee shall be an ex-officio member of all committees related to the school.

The CEO/Academic Director shall be the administrator and an educational leader of the school. S/he shall have responsibility for the coordination of the academic and administrative operation of the school and subsidiary activities sponsored by the school.

The CEO/Academic Director, working with the Treasurer or designate, shall be responsible for the preparation of the annual budget.

The CEO/Academic Director shall be responsible for coordinating the screening, interviewing, and hiring the full-time teaching and other school staff subject to approval of the Board of Trustees.

Section 2. EX-OFFICIO BOARD MEMBERS: The CEO/Academic Director shall automatically be an *ex-officio* member of the Board of Trustees by virtue of his/her position in the school, but will not participate in the call for consensus.

ARTICLE VIII COMMITTEES

Section 1: GENERAL: The Trustees may elect or appoint committees (which may include individuals who are not Trustees of the Charter School) as they determine necessary. Each committee shall be chaired by a Trustee, unless otherwise agreed by the Board. At any meeting of a committee, a quorum for the transaction of business shall consist of a majority of the members of such committee. The members of any committee shall serve on the committee at the pleasure of the Chairperson of the committee. The Board of Trustees may increase the membership of any and all committees to include any number of members-at-large. A member-at-large opening may be filled by a parent/guardian, community member, employee, or any individual that the Board considers qualified. The membership of any and all committees may designate any subcommittee structure as deemed necessary and appropriate. Committees shall operate using consensus decision-making. If any committee cannot come to consensus on a given decision, its members shall consent upon a report to be delivered to the Board of Trustees explaining their process, difficulties, and the decisions shall be reviewed by the Board. The Board shall have final decision-making responsibility for any action suggested or recommended by a committee.

Committees will identify areas of need and/or concern and make recommendations to the Board of Trustees for addition to or modification of current policies or Bylaws. The Trustees will vote decide on these recommendations at either a regularly scheduled meeting or a specifically called meeting. Consensus of a quorum of the Board of Trustees will be required for adoption and/or modification of policies. If such Consensus is not obtained, the proposed recommendation may be returned to the appropriate committee for refinement.

Section 2. EXECUTIVE COMMITTEE: This committee shall be comprised and have such authority as the Board may specify for the direct management of daily operations of the organization.

Section 3. FINANCE COMMITTEE: The Finance Committee shall consist of the Treasurer of the Board and no more than two other members of the Board of Trustees and the CEO- Academic Director

or designee. The Finance & Compliance Committee shall provide for appropriate insurance against any loss or damage to the Charter School property or any liability resulting from the use of its property or from the acts or omissions of its officers and employees. It shall organize budget materials for the accountant or auditor's review and present the budget for final consent of the Board of Trustees. It shall report to the Board of Trustees regularly regarding the receipt and expenditures of any of the Charter School's monies. The committee shall make recommendations to the Board of Trustees as related to compliance with various annual and periodic reports and filings which must be accomplished to include but not be limited to: (1) an independent audit of the accounts of the Charter School to be conducted at least once a year; (2) the submission of an annual report no later than August 1 of each year to the chartering school district and the Pennsylvania Department of Education; (3) notice to the Department of State's Corporation Bureau of any change in the Charter School's officers. This committee will meet on a regular basis.

Section 4. GOVERNANCE and POLICY COMMITTEE: The Governance and Policy Committee shall consist of the CEO/Academic Director, or designee, at least one employee of the School, at least one parent and at least one and no more no more than a quorum of Board members. This committee will address issues related to overall governance of the School, including Formal Consensus. Additionally, this committee has the responsibility of reviewing current policy related to governance and reviewing new policies suggested to the Board of Trustees. This committee will meet as required.

Section 5. GRIEVANCE COMMITTEE: The Grievance Committee shall consist of at least one and no more than a quorum of Board members and at least one employee of the School. The Grievance Committee shall review and make recommendations to the Board of Trustees as related to grievance issues that come before this committee. All other administrative avenues of resolution as set forth in the charter must be exhausted before a matter may be heard by the Grievance Committee. This committee will meet as required.

Section 6. MISCELLANEOUS COMMITTEES: The Board or Executive Committee or designee may from time to time by resolution constitute such other committees of Trustees, officers, employees, members or non-members, with such functions, powers and duties as the Board or Executive Committee shall determine. Unless the Board or Executive Committee shall provide otherwise, each such committee shall enact rules and regulations for its governance.

ARTICLE IX. AMENDMENTS

Section 1. ARTICLES OF INCORPORATION: The Articles of Incorporation of the Charter School may be amended by the consent of the Board of Trustees at any duly convened meeting of the Board after not less than 10 calendar days' notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby.

Section 2. BY-LAWS: The By-Laws may be altered, amended, repealed and replaced by new by-laws by the consent of the Board of Trustees at any annual or called special meeting of the Board of Trustees provided, however, that notice shall be given in the notice of the meeting that a change to the by-laws will be proposed at that meeting. It should be noted that a 2/3rd vote is required by law to make any changes to by-laws, and with the consensus model used by the Board of Trustees, a vote would be considered unanimous.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1. FISCAL YEAR AND AUDIT: The fiscal year of the Charter School shall, unless otherwise decided by the Trustees, end on June 30 of each calendar year. The Treasurer of the Charter School shall be required periodically and no less than once a year to employ a independent certified public accountant to audit the accounts of the Charter School.

Section 2. NOTICES: Except as may otherwise be required by law, any notice required to be given under these By-Laws shall be in writing and signed by one of the Coordinators or the Secretary; and any notice so required shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper, addressed to the person entitled thereto at his last post office address appearing on the records of the Charter School, and such notice shall be deemed to have been given on the day of such mailing. Any notices required to be given under these By-Laws may be waived, by the person entitled thereto in writing (including telegraph, cable, radio or wireless, email or other mutually acceptable forms of communication), whether before or after the meeting or other matter in respect of which such notice is to be given, and in such event such notice need not be given to such person.

Section 3. USE OF CONFERENCE TELEPHONE AND SIMILAR EQUIPMENT: Trustees may participate in a meeting of the Board, or of any Committee body by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4. HEADINGS: In interpreting these By-Laws, the headings of articles shall not be controlling.

ARTICLE XI INDEMNIFICATION

Section 1. GENERAL: The Charter School shall indemnify each officer, Trustee, employee and representative ("Indemnitee") from the expenses and risks as set forth in Sections 2 and 3 below if such Indemnitee has acted in good faith or in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Charter School and with respect to criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful.

Section 2. EXPENSES: Indemnitees shall be indemnified against all expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Charter School) by reason of the fact that the Indemnitee is or was a representative, officer or director of the Charter School, or is or was serving at the request of the Charter School as a representative of another corporation, partnership, joint venture, trust or other enterprise.

Section 3. ADVANCES: The Charter School shall advance to all Indemnitees all expenses incurred in defending a civil or criminal action, suit or proceeding in advance of final disposition of such action

provided the Board determines that it is more likely than not that the Indemnitee will be entitled to indemnification pursuant to Section 1 of this Article XI and such Indemnitee agrees to repay such amount if it is ultimately determined by the Board that the Indemnitee is not permitted to receive indemnification under Subchapter D or the Non-Profit Corporation Law of 1988.

ARTICLE XII LIMITATION OF PERSONAL LIABILITY AND TORT LIABILITY

Section 1. PERSONAL LIABILITY: The Trustees and officers of the Charter School shall not be personally liable for any debt, liability or obligation of the Charter School. All persons, corporation or other entities extending credit to, contracting with or having any claims against the Charter School may look only to the funds and property of the Charter School for the payment of any such contract or claim or for the payment, of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Charter School. The members, Trustees and officers of the Charter School shall not be personally liable for any debt, liability or obligation of the Charter School. All persons, corporation or other entities extending credit to, contracting with or having any claims against the Charter School may look only to the funds and property of the Charter School for the payment of any such contract or claim or for the payment, of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Charter School. A Trustee of the Charter School shall not be personally liable for monetary damages for any action taken or any failure to take any action, unless (a) such director has breached or failed to perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, pursuant to the standard of care set forth in Section 2 of this Article XII, and (b) such breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

Section 2. STANDARD OF CARE: (a) Each Trustee of the Charter School shall stand in a fiduciary relation to the Charter School and shall perform his duties as a Trustee, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Charter School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (1) One or more officers or employees of the Charter School whom the Trustees reasonably believe to be reliable and competent in the matters presented; (2) Counsel, public accountants or other persons as to matters that the Trustee reasonably believes to be within the professional or expert competence of such person; (3) A committee of the Board, upon which he does not serve, duly designated in accordance with the law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence. A Trustee shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his reliance to be unwarranted. (b) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the Charter School.

Section 3. TORT LIABILITY: For purposes of tort liability, employees of the charter school shall be considered public employees and the Board of Trustees shall be considered the public employer in the same manner as political subdivisions and local agencies. The Board of Trustees of a charter school and the charter school shall be solely liable for any and all damages of any kind resulting from any legal challenge involving the operation of a charter school. Notwithstanding this requirement, the local Board

of Trustees of a school entity shall not be held liable for any activity or operation related to the program of the charter school.

Section 4. BONDING OF OFFICERS AND EMPLOYEES: The Treasurer of the Charter School shall furnish a bond in such amount and with such surety as may be required, from time to time, by the Board. At the direction of the Board, any other officer or employee shall furnish a bond in such amount and with such surety as may be required by the Board. The expense of furnishing any such bond shall be paid by the Charter School.

ARTICLE XIII DISPOSITION OF ASSETS

Section 1. DISPOSITION OF ASSETS: Upon revocation or non-renewal of the Charter School's Charter, such revocation or non-renewal date being when all administrative and judicial remedies have been exhausted, the Charter School shall be dissolved. After disposition of or making provision for the payment of all liabilities and obligations of the Charter School, any remaining assets shall be distributed in accordance with the Articles of Incorporation.