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**BYLAWS  
OF  
PHILADELPHIA HEBREW PUBLIC CHARTER SCHOOL**

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**A Pennsylvania Nonprofit Corporation**

**ARTICLE I – DEFINITIONS**

**Section 1.1. Definitions.**

The following terms used in these Bylaws shall have the meanings set forth below:

- A. “Act” means the Pennsylvania Nonprofit Corporation Law of 1988, as amended.
- B. “Board” means the Board of Trustees of the Charter School.
- C. “Charter School” means Philadelphia Hebrew Public Charter School, a Pennsylvania nonprofit corporation.
- D. “Charter School Law” means Act No. 1997-22 of the General Assembly of the Commonwealth of Pennsylvania.
- E. “Trustee” means an individual serving on the Board.

**ARTICLE 2 – PURPOSES**

**Section 2.1. Purposes.**

The objectives and purposes of the Charter School are: (1) to foster quality public education and to advance the interests of public school students; (2) to provide expanded and innovative opportunities for learning and choice; (3) to provide parents and students with greater educational options in choosing a school; (4) to operate a public charter school that teaches modern Hebrew to children of all backgrounds and prepares them to be successful global citizens; and (5) to hold teachers, parents, and school administrators accountable for the student educational progress. The Charter School is incorporated under the Act 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 in 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 charter schools formed pursuant to the Charter School Law.

**ARTICLE 3 – OFFICES**

**Section 3.1. Offices.**

The registered office of the Charter School shall be located in Pennsylvania. The Charter School may have any number of other offices at such places as the Board may determine. The Board may change the address of the registered office as necessary.

## **ARTICLE 4 – SEAL**

### **Section 4.1. Seal.**

The Charter School may use a Corporate Seal. The Corporate Seal shall bear the name of the Charter School, the year of its incorporation, and the words “Corporate Seal, Pennsylvania.”

## **ARTICLE 5 – MEMBERS**

### **Section 5.1. No Members.**

The Charter School shall have no members entitled to vote on any matter or for any other reason. No certificates of membership shall be issued at any time.

## **ARTICLE 6 – BOARD OF TRUSTEES**

### **Section 6.1. Description of the Governing Body.**

As a public school, the Charter School will ultimately be responsible to its authorizer. The Board will govern all operations of the Charter School. The Board will also be responsible for ensuring that the Charter School is run in compliance with the charter application, all applicable laws, and ensuring that the Charter School remains financially viable. The Board will also serve as an advocate for the charter school system and charter school education within the City of Philadelphia, the State Board of Education and others.

### **Section 6.2. Initial Board.**

In order to maintain consistency with the Founding Coalition’s vision, selected members of the Founding Coalition of community members will serve as an initial Board. A duly constituted Board will be established at least thirty (30) days prior to the opening of the Charter School by the initial Board.

### **Section 6.3. Board of Trustees.**

The business and affairs of the Charter School shall be managed under the direction of the Board. The powers of the Charter School shall be exercised by, or under the authority of, the Board except as otherwise provided by the Act, its Articles of Incorporation, these Bylaws, or a resolution adopted by the Board.

**Section 6.4. General Powers.**

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. More specifically, the Board's authority shall be, without limitation:

- (a) 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;
- (b) to adopt the curriculum or courses of study and text books;
- (c) 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;
- (d) to approve institutional documents and policy statements at the Board's discretion to assure compliance with the Articles of Incorporation, Bylaws, Charter, and Board Policies;
- (e) 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;
- (f) to make contracts and leases for the procurement of services, equipment, and supplies;
- (g) to incur temporary debts in anticipation of the receipt of funds;
- (h) to solicit and accept any gifts or grants for Charter School purposes;
- (i) to establish the annual academic calendar;
- (j) to adopt and approve the annual budget and to make revisions therein;
- (k) to establish enrollment policies and procedures;
- (l) to adopt and approve policies and procedures to assess student achievement;
- (m) to approve or ratify all contracts as determined by the policy on contracting;
- (n) to be final arbiter of all disciplinary matters;
- (o) to authorize any annual audit by an independent certified public accountant;

- (p) to fix the salary or other compensation of the Chief Executive Officer, Principals, teachers, and other employees of the Charter School;
- (q) to approve all personnel actions;
- (r) to designate depositories of Charter School funds;
- (s) 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
- (t) to have and exercise all other powers enumerated in the Act or otherwise vested by law in the Charter School and not consistent with the Charter School Law.

**Section 6.5. Qualifications of Trustees.**

Each Trustee shall be a natural person at least eighteen (18) years of age. All Trustees must be residents of the Commonwealth of Pennsylvania and shall take and subscribe to the Oath of Office as required under Section 321 of the Pennsylvania Public School Code, which may be administered by any one qualified to administer an oath, before entering upon the duties of their office. In electing Trustees, the Board shall consider each candidate's willingness to accept responsibility for governance including availability to participate actively in Board activities, areas of interest and expertise, and experience in organizational and community activities.

**Section 6.6. Number and Election of Trustees.**

The Board shall consist of a minimum of five (5) and no more than nine (9) nonrelated Trustees, at least one of whom must be a "Parent Member," which shall be defined as an individual who is a parent or legal guardian of a child currently attending the Charter School. A trustee whose child currently attends the Charter School and is elected to fulfill this requirement shall be designated a "Parent Member" in the Board's official records. A "Parent Member" shall be eligible to serve only so long as (one of) the trustee's child(ren) attends the Charter School. In the event that more than one trustee would qualify as a "Parent Member," the Board of Trustees may, by majority vote, determine which trustee shall serve as "Parent Member" in accordance with this provision.

As used in these Bylaws, "nonrelated" shall mean an individual who is not a family member, and "family member" shall mean a parent, stepparent, child, stepchild, spouse, domestic partner, brother, sister, stepbrother or stepsister.

The Trustees shall be elected by the Board at the annual meeting of the Board. To the extent possible, the Board will consist of parents, community representative, educators, and members of the business community. A member of the Board of Education of the School District of Philadelphia may not serve on the Board of Trustees. Notwithstanding anything herein

to the contrary, the composition of the Board (including number and type of Trustees) may be changed by majority vote of the Board.

**Section 6.7. Term of Office.**

Subject to the provisions of Section 6.6 hereof (relating to Parent Members), each duly elected Trustee shall hold office until (a) the expiration of the term for which he or she was elected and until his or her successor has been elected and qualified, or (b) his or her earlier death, resignation, removal, or disqualification. Excepting the Trustee designated as the “Parent Member,” who shall be eligible to serve in that capacity only so long as the Trustee’s child attends the Charter School, each Trustee shall hold office for a term of three (3) years, and shall be eligible for re-election for consecutive terms without limitation as to the number of terms.

**Section 6.8. Procedure for Nomination of Candidates for Trustee.**

Nominations shall be placed before the Board as needed at any regularly scheduled or special meeting open to the public. Nominations may be made by the Nominating Committee or by any Trustee. The Trustees will cast an open, public ballot at the annual meeting, unless the Board is filling a vacancy. A simple majority of a quorum is required for election.

**Section 6.9. Vacancies.**

Vacancies in the Board, including vacancies resulting from (a) an increase in the number of Trustees, or (b) the death, resignation, or removal of a Trustee, shall be filled by a majority vote of the remaining Trustees. Each person so selected shall be a Trustee to serve for the balance of the term of the vacant position unless otherwise determined by the Board in its discretion. When one or more Trustees resign from the Board effective at a future date, the Trustees then in office, not including those who have so resigned, shall have the power by the applicable vote to fill the vacancies.

**Section 6.10. Removal of Trustees; Disqualification.**

Any trustee may be removed for any reason by an affirmative vote of a majority of Trustees then in office. A Trustee who fails to organize or neglects his or her duties as outlined in the Pennsylvania Charter School Law shall be removed from the Board by an affirmative vote of a majority of Trustees then in Office.

Disqualification. In accordance with 24 P.S. § 17-1716-A(B.3), a member of the Board of Trustees shall be automatically disqualified and immediately removed from the Board of Trustees upon conviction for an offense graded as a felony, an infamous crime, an offense pertaining to fraud, theft or mismanagement of public funds, any offense pertaining to the person’s official capacity as a member of the Board of Trustees or any crime involving moral turpitude.

**Section 6.11. Resignations.**

Any Trustee may resign at any time by giving written notice to the Secretary. The resignation shall be effective upon receipt by the Secretary or at such subsequent time as may be specified in the notice of resignation. The acceptance of such resignation shall not be necessary to make it effective.

**Section 6.12. Compensation of Trustees.**

No 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 service rendered to the Charter School or for the person's duties on the Board of Trustees. Voting on any matter involving a conflict of interest shall be governed by the Pennsylvania Charter School Law, 24 P.S. §§ 17-1701-A et seq. and the Pennsylvania Public Official and Employee Ethics Act, 65 Pa. C.S. §1101 et seq. A member of the Board of Trustees may not participate in the selection, award or administration of a contract with the Charter School if the Trustee has a conflict of interest as that term is defined in 65 Pa.C.S. §1102 (relating to definitions). A member of the Board of Trustees who, in the discharge of the person's official duties, would be required to vote on a matter resulting in a conflict of interest must abstain from voting and follow the procedures required under 65 Pa.C.S. § 1103(j) (relating to restricted activities). Notwithstanding the foregoing, common interested trustees may be counted in determining the presence of a quorum at a Board of Trustees meeting in which a transaction described above is authorized, approved, or ratified.

**Section 6.13. Voting Rights.**

Each Trustee shall be entitled to one (1) vote.

**ARTICLE 7 – COMMITTEES**

**Section 7.1. Establishment and Powers.**

Committees divide up the work of the Board for more board efficiency, permit broader participation by all board members, utilize specific talents and knowledge base of board members in order to make recommendations to the Full Board for official action.

The Board of Trustees shall, in the case of the Independent Audit Committee (Section 7.8 below), and may, with respect to all other committees, by resolution adopted by a majority of Trustees in office, establish one or more committees to consist of at least one (1) and trustee and an unlimited number of additional Trustees or volunteers who are not members of the Board, unless membership shall be otherwise prescribed by law. Any committee, to the extent

provided in the resolution of the Board, shall have and may exercise all of the powers and authority of the Board, except that no such committee shall have any power or authority as to the following: (a) the creation or filling of vacancies on the Board; (b) the amendment, repeal, or modification of these ByLaws; (c) the amendment or repeal of any resolution of the Board; or (d) action on matters committed by a resolution of the Board to another committee of the Board, or committed by these ByLaws or applicable law to the Board as a whole. Each committee shall be chaired by a Trustee, unless otherwise agreed by the Trustee. 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 Trustee.

**Section 7.2. Status of Committee Action.**

Except as otherwise provided in Section 7.1, the term “Board of Trustees” or “Board,” when used in any provision of these Bylaws relating to organization or procedures of or the manner of taking action by the Board, shall be construed to include committees of the Board.

**Section 7.3. Term.**

Each committee of the Board shall serve at the pleasure of the Board.

**Section 7.4. Committee Organization.**

Except as otherwise provided by the Board, each committee shall be chaired by a Trustee and each committee shall establish its own operating procedures. Each committee shall keep regular minutes of its proceedings and report the same to the Board at each regular meeting. Each committee shall determine its times and places of meetings.

**Section 7.5. Committee Meetings.**

To the extent that a committee meeting is pre-arranged, with a quorum of committee members in attendance and for the purpose of deliberating and discussing Charter School business and/or making a decision or taking an official action with respect to the Charter School, such meeting shall require public notice and must be open to the public.

**Section 7.6. Executive Committee.**

The Executive Committee shall be composed of Officers of the Charter School. The Executive Committee shall be chaired by the Board Chair to facilitate effective decision-making by the Board at public board meetings. Comprised of the Chair and officers, the Executive Committee is responsible for: a) planning BOT meeting agendas; b) facilitating decisions on behalf of the full BOT in keeping with good corporate governance practice or otherwise as specifically

authorized; and c) serving as a communication link with other BOT members. The executive committee is empowered to act on behalf of the board on emergency issues in between board meetings, while remaining in compliance with the Sunshine Act. If the executive committee makes a significant emergency decision, all board members will be informed within 24 hours and the decision must be ratified by the full board at its next meeting.

**Section 7.7. Finance Committee.**

The Finance Committee shall be chaired by the Treasurer. The Finance Committee shall coordinate the Board's financial oversight responsibilities, develop annual budgets, present annual budgets to the Board for its review and vote, and oversee the Charter School's auditing, facilities and financial management initiatives.

**Section 7.8 Independent Audit Committee.**

An Independent Audit Committee shall be formed in accordance with the provisions of the Pennsylvania Charter School Law, as may be amended, and in accordance with these ByLaws. The Independent Audit Committee shall be charged with the following duties, and may be charged with additional duties by duly adopted resolution: (a) ensuring that the Charter School engages with a qualified independent certified public accountant to conduct an independent audit of the Charter School; (b) ensuring that the audit is conducted under generally accepted audit standards of the Governmental Accounting Standards Board, and that the audit includes the following: (i) an enrollment test to verify the accuracy of student enrollment and reporting to the Commonwealth; (ii) a full review of expense reimbursements for Board of Trustees members and administrators, including sample of all reimbursements; (iii) a review of the Charter School's internal controls, including review of receipts and disbursements; (iv) review of annual federal and state tax filings, including the Internal Revenue Service Form 990, return of organization exempt from income tax and all related schedules and appendices for the Charter School and any related charter school foundation, if applicable; (v) review of the financial statements of any related charter school foundation, if applicable; (vi) review of the selection and acceptance process of all contractors publicly bid pursuant to Section 751 of the Pennsylvania Public School Code, 24 P.S. §751; and (vii) review of all Board policies and procedures with regard to internal controls, code of ethics, conflicts of interest, whistle-blower protections, complaints from parents or the public, compliance with 65 Pa.C.S. Ch. 7 (relating to open meetings), finances, budgeting, audits, public bidding, and bonding. In addition, the Independent Audit Committee shall review the complete certified audit at the close of each fiscal year.

**ARTICLE 8 – MEETINGS OF TRUSTEES**

**Section 8.1. Meetings.**

All meetings of the Board where actions are formally presented for approval shall be held as public meetings as described in the Sunshine Act, 65 P.S. 271, et seq., Act of July 3, 1986,



P.L. 388, as amended (the “Sunshine Act”). Notices of all meetings shall be given in the manner described in the Sunshine Act. The Board shall meet at least six (6) times annually.

### **8.2. Annual Meeting.**

The Board shall meet annually on the last regularly scheduled meeting of the fiscal year at a reasonable time and place convenient to the Board 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 Section 8.1 hereof and shall be mailed to all Trustees at each individual Trustee’s usual or last known address not less than seven (7) days prior to the date of the annual meeting. At the annual meeting the Chair and 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 Charter School, 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 Charter School, 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.

### **8.3. Regular Meetings.**

Regular meetings of the Board may be held at such time and at such places as the Trustees determine. Call or notice to the Trustees shall not be required for regular meetings

(except as required by Section 8.1 hereof), provided that reasonable notice is made of the first regular meeting following the determination of the Trustees of the time and place of regular meetings. All meetings of the Board shall be open to the public in accordance with the Sunshine Act and minutes shall be provided to the public upon request.

#### **8.4. Special Meetings.**

Special meetings of the Board may be called by or at the request of any two Trustees or the principal of the charter school. The Chair of the Board will fix the location of the meeting. In addition to the notice required by Section 8.1 hereof, reasonable notice of the time and place of special meetings shall be given to each Trustee. Notice of any special meeting shall be given at least five (5) days prior to the meeting by written notice delivered personally or mailed to each Trustee, or by notice given at least twenty-four (24) hours prior to the meeting by email, telephone or facsimile or other similar device. If mailed, such notice shall be deemed to be delivered three (3) days after such notice deposited in the U.S. mail so addressed, with postage thereon prepaid.

#### **8.5. Notice.**

The Board shall, on or before the first week of September, publish its calendar of regularly scheduled meetings for the year. A Trustee waives notice of the regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or the transaction of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. Whenever notice is required by law, a waiver thereof in writing signed by the Trustee or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

#### **8.6 Quorum.**

A majority of the voting Trustees then in office shall be necessary to constitute a quorum for the transaction of business at any meeting of the Board and the acts of a majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If less than such majority is present at a meeting, no business may be transacted at the meeting.

#### **8.7 Manner of Acting.**

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board unless otherwise provided by law or these bylaws. An affirmative vote of the majority of the members of the Board then in office shall be required in order to take each of the following actions, of any previously taken action relating to the same

subject matter:

- (a) adopting a school calendar, provided that any calendar must provide for 990 hours or 180 days of instruction for students in grades 7 through 12 and 900 hours or 180 days of instruction for students in grades 1 through 6;
- (b) adopting textbooks or curriculum;
- (c) appointing or dismissing school administrators;
- (d) adopting or amending the annual budget;
- (e) purchasing or selling land;
- (f) locating new buildings or changing the locations of previously used buildings;
- (g) creating or increasing any indebtedness;
- (h) adopting courses of study;
- (i) designating depositories for Charter School funds;
- (j) entering into contracts of any kind where the amount involved exceeds \$5,000;
- (k) fixing salaries or other compensation of administrators, teachers, or other employees of the Charter School;
- (l) establishing operating procedures; and
- (m) entering into contracts with and making appropriations to an intermediate unit, school district, or Area Vocational/Technical School for the Charter School's proportionate share of the cost of services provided or to be provided by any such entity.

None of the following actions may be taken by the Charter School without the prior approval of not less than two-thirds (2/3) of the Board then in office:

- (a) to amend the Articles of Incorporation of the Charter School or these Bylaws;
- (b) to dissolve or liquidate the Charter School;
- (c) to merge or consolidate the Charter School;
- (d) to convey, sell or transfer substantially all the Charter School's assets; and
- (e) to remove a trustee or officer from office.

#### **8.8. Presumption of Assent.**

A Trustee of the charter school who is present at a meeting of the Board or committee of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless (i) s/he objects at the beginning of the meeting to the holding of the meeting

or the transaction of business at the meeting; (ii) s/he contemporaneously requests that his dissent be entered in the minutes of the meeting; or (iii) s/he gives written notice of his dissent to the presiding officer of the meeting before its adjournment. Such right to dissent as to a specific action taken at a meeting of the Board.

### **8.9. Telephonic Meetings.**

One or more members of the Board or any committee designated by the board may participate in a meeting of the Board or a committee thereof by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting.

### **8.10. Standard of Care.**

Trustees and Officers have a fiduciary relationship to the Charter School, including in their capacity as members of a committee. Trustees and Officers have an obligation to act in good faith, in a manner he or she reasonably believes to be in the best interest of the School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing their duties Trustees and Officers shall be entitled to rely in good faith on information, opinions, reports or statement, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the School whom the Trustee or Officer reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants or other persons as to matters which the Trustee or Officer reasonably believes to be within the scope of professional competence; or
- (c) A committee of the Board upon which he or she does not serve, duly acting under the authority of the Board.

## **ARTICLE 9 – OFFICERS**

### **Section 9.1. Number, Election and Term of Office.**

The Officers of the Charter School shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. The terms of such officers shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. The officers shall be elected annually by the Board at the annual meeting held pursuant to the provisions these by-laws. If at any other time a vacancy exists in these offices, an officer may be elected to fill a vacancy for the remainder of the term at any special or regular meeting of the Board.

**Section 9.2. Removal of Officers.**

The Board may remove any Officer, without assigning any cause, whenever in its judgment the best interests of the Charter School will be served.

**Section 9.3. Vacancies.**

Vacancies in Officer positions, resulting from: (a) the creation of additional Officer positions, or (b) the death, resignation, or removal of an Officer, shall be filled by a majority vote of the Trustees, though less than a quorum. Each person so elected shall be an Officer to serve for the balance of the term.

**Section 9.4. Chair.**

The Chair shall fulfill the office of President as specified by the Act. The Chair of the Board shall preside at all meetings of the Trustees, except as the Trustees shall otherwise determine; and shall have such other powers and duties as may be determined by the Trustees.

**Section 9.5. Vice-Chair.**

The Vice-Chair of the Board shall have and exercise all the powers and duties of the Chair in his/her absence. The Vice-Chair shall have such other powers and duties as may be determined by the Board.

**Section 9.6. Secretary.**

The secretary shall serve as recording secretary to the Board, attend all regularly scheduled meetings, and see to the prompt publication of the minutes of the meeting. The Secretary shall maintain records of all proceedings of the Trustees in a book or series of books kept for that purpose. These books shall be open at all reasonable times to the inspection of any member of the Board of the Charter School. Such book or books shall also contain the original or attested copies of the Articles of Incorporation, the bylaws and the names and residence addresses of all members of the Board.

**Section 9.7. Treasurer.**

The Treasurer shall be responsible for the Charter School's financial affairs, funds, securities, and valuable papers and shall keep full and accurate records thereof. The Treasurer shall receive all funds including local, state and federal funds and privately donated funds. The Treasurer shall also make payments out of the same on proper orders approved by the Board, signed by the Chair or Vice-Chair of the Board. The Treasurer may pay out such funds on orders which have been properly signed without the approval of the Board first having been secured by

the payment of amounts owing under any contracts which shall previously have been approved by the Board, and by which prompt payment the charter will receive a discount or other advantage. The Treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the Board and shall at the end of each month make a report to the Board of the amount of funds received and disbursed by her/him during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the Charter School.

**Section 9.8. Other Officers.**

The Board may elect or appoint such other officers as it deems useful for the proper operation of the Charter School.

**Section 9.9. Bonding of Officers and Employees.**

The Treasurer and the Secretary 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 10 - ADVISORY BOARDS**

**Section 10.1. Advisory Board.**

The Board may create one or more Advisory Boards ("AB"). The members of each AB shall be selected at any meeting by the Board and shall serve at the will of and may be removed by the Board at any time. The number of persons serving on any AB shall be determined by the Board, and all members shall be natural persons who need not be Trustees or residents of the Commonwealth of Pennsylvania. Each AB will meet with the Board and Officers at such times and in such places as determined by the Board. At the request of the Board, an AB may make recommendations and provide advice to the Board relating to the mission, purpose, and operations of the Charter School or such other matters as the Board shall determine. The recommendations of an AB are to be suggestive only and not binding in any respect upon the Board. AB members shall not have any fiduciary duties to the Charter School.

**ARTICLE 11 - NOTICE**

**Section 11.1. Written Notice.**

Any notice required to be given to any person shall be given to the person, either personally or by sending a copy thereof:

- (a) By first class or express mail, postage prepaid, or courier service, charges prepaid, to the person's postal address appearing on the books of the Charter School or, in the case of Trustees, supplied by the person to the Charter School for the purpose of notice. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person.
- (b) By facsimile transmission, e-mail, or other electronic communication to the person's facsimile number or address for e-mail or other electronic communications supplied by the person to the Charter School for the purpose of notice. Notice under this subparagraph shall be deemed to have been given to the person entitled thereto when sent.

A notice of meeting shall specify the day, hour, and geographic location, if any, of the meeting and any other information required by the Act.

## **ARTICLE 12 – CONFLICTS OF INTEREST**

### **Section 12.1. Interested Trustees and Officers.**

(Reserved)

## **ARTICLE 13 – INDEMNIFICATION; INSURANCE**

### **13.1. Definitions.**

For purposes of this Article:

- (a) “Charter School” means the charter school named at the beginning of these Bylaws, and if it is involved in any consolidation or merger, each constituent corporation absorbed in, and each surviving or new corporation surviving or resulting from, such consolidation or merger;
- (b) “Liability” means any compensatory, punitive or other damages, judgment, amount paid in settlement, fines, penalty, excise tax assessed with respect to an employee benefit plan, and cost or expense of any nature whatsoever, including without limitation, attorneys’ fees and costs of proceedings;
- (c) “Indemnified Capacity” means any and all past, present and future service by a Representative in one or more capacities:
  - (i) as a trustee, officer, employee or agent of the Charter School; or
  - (ii) at the request of the Charter School, as a trustee, officer, employee, agent, Trustee, or fiduciary of another corporation or any partnership, joint venture, trust, employee benefit plan, or other entity, enterprise or

undertaking, including service as a representative that imposes duties on or involves service by the representative with respect to an employee benefit plan, its participants or beneficiaries;

- (d) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Charter School, or otherwise; and
- (e) "Representative" means any person who: (i) serves or has served as a Trustee, officer, employee or agent of the Charter School; or (ii) has been expressly designated by the Board as a Representative of the Charter School for purposes of and entitled to the benefits under this Article.

### **13.2. Indemnification.**

The Charter School shall indemnify a Representative against any Liability actually and reasonably incurred by the Representative in connection with any Proceeding in which he or she may be involved as a party or otherwise by reason of the fact that the Representative is or was serving in an Indemnified Capacity, including without limitation, any Liability resulting from an actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence, or act or omission giving rise to strict or products liability, except to the extent: (a) the conduct of the Representative is determined by a court to have constituted willful misconduct or recklessness; (b) the conduct of the Representative is based upon or attributable to his or her receipt from the Charter School of a personal benefit to which the person is not legally entitled; (c) the liability of a Representative is with respect to the administration of assets held by the Charter School in trust pursuant to Section 5547 of the Act; or (d) such indemnification is expressly prohibited by applicable law or otherwise is unlawful.

The Charter School shall indemnify a Representative under the preceding provisions of this Section 13.2 only if the Representative acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Charter School and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the Charter School and, with respect to any criminal proceedings, had reasonable cause to believe that his or her conduct was unlawful. Action with respect to an employee benefit plan taken or omitted in good faith by a Representative in a manner that he or she reasonably believed to be in the best interests of the participants and beneficiaries of the plan shall be deemed to be action in a manner that is not opposed to the best interests of the Charter School.

The Charter School shall not indemnify a Representative under the preceding provisions



of this Section 13.2 with respect to any claim, issue or matter as to which the Representative has been adjudged to be liable to the Charter School in a Proceeding brought by or in the right of the Charter School to procure a judgment in its favor, unless (and then only to the extent that) the court of common pleas of the judicial district embracing the county in which the Charter School's registered office is located or the court in which the action was brought determines upon application that, despite the adjudication of Liability but in view of all of the circumstances of the case, the Representative is fairly and reasonably entitled to indemnification from the Charter School for the expenses that such court deems proper.

Unless ordered by court, any indemnification of a Representative under preceding provisions of this Section shall be made by the Charter School only upon a determination made in the specific case that such indemnification of the Representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the preceding provisions of this paragraph.

To the extent that a Representative has been successful on the merits or otherwise in defense of any proceeding referred to in Section 5741 or Section 5742 of the Act or in defense of any claim, issue or matter therein, such Representative shall be indemnified by the Charter School against expenses (including without limitation attorneys' fees and costs of Proceedings) actually and reasonably incurred by such person in connection therewith.

If a Representative is entitled to indemnification under this Section 13.2 in respect of a portion, but not all, of a Liability to which the Representative is subject, the Charter School shall indemnify the Representative to the maximum extent for such portion of the Liability.

### **13.3. Limitation on Indemnification.**

Notwithstanding any other provision of this Section, the Charter School shall not indemnify a Representative for any Liability incurred in a Proceeding which was initiated by the Representative (which shall not be deemed to include counter-claims or affirmative defenses) or in which the Representative participated as an intervener or *amicus curiae*, unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Board.

### **13.4. Advancement of Expenses.**

The Charter School shall pay, in advance of the final disposition of a Proceeding described in Section 13.2 or the initiation of or participation in a Proceeding authorized under Section 13.2, the expenses (including without limitation attorneys' fees and costs of Proceedings) incurred in good faith in connection with such Proceeding by the Representative who is involved in the Proceeding by reason of the fact that he or she is or was serving in an Indemnified Capacity. Such advancement of expenses shall be made by the Charter School upon its receipt of an undertaking, satisfactory to the Charter School, by or on behalf of the Representative to repay to the Charter School the amounts advanced by the Charter School in the event it is

ultimately determined that the Representative is not entitled to indemnification under this Article.

**13.5. Payment of Expenses.**

A person who is entitled to indemnification or advancement of expenses from the Charter School under this Article shall receive such payment or advancement promptly after the person's written request therefore has been delivered to the Secretary of the Charter School.

**13.6. Interpretation.**

The provisions of this Article shall constitute and be deemed to be a contract between the Charter School and its Representatives, pursuant to which the Charter School and each such Representative intend to be legally bound. Each person serving as a Representative shall be deemed to be doing so in reliance upon the rights provided by this Article. The rights granted by this Article shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Article may be entitled under any statute, agreement, vote of Trustees or disinterested Trustees, or otherwise, both as to action in an Indemnified Capacity and as to action in any other capacity. The rights to indemnification, advancement of expenses and contribution provided by this Article shall continue as to a person who no longer serves as a Representative, and shall inure to the benefit of his or her heirs and personal and legal representatives.

**13.7. Proper Reliance.**

An Indemnified Representative shall be deemed to have discharged his or her duty to the Charter School if he or she relied in good faith on information, advice or an opinion, report or statement prepared by:

- (a) one or more officers or employees of the Charter School whom such Indemnified Representative reasonably believes to be reliable and competent with respect to the matter presented;
- (b) legal counsel, public accountants or other persons as to matters the Indemnified Representative reasonable believes are within the professional expert competence of such persons; or
- (c) a committee of the Board on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

**13.8. Binding Effect.**

All rights to indemnification under this Article shall be deemed a contract between the Charter School and the Indemnified Representative pursuant to which the Charter School and each Indemnified Representative intend to be legally bound. Any repeal, amendment or

modification of this Article shall be prospective only and shall not affect any right or obligations then existing.

**13.9. Non-exclusive Remedy.**

The indemnification of Indemnified Representatives, as authorized by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under any statute, agreement, vote or disinterested Trustees or otherwise, both as to action in an official capacity and as to action in any other capacity. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an Indemnified Representative in respect of matters arising prior to such time, and shall insure to the benefit of the heirs, executors, administrators and personal representatives of such person.

**13.10. Indemnified Representative.**

Each person who shall act as an Indemnified Representative of the Charter School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

**Section 13.11. Insurance.**

The Charter School shall purchase and maintain insurance on behalf of any person who is or was a Trustee or Officer of the Charter School against any liability asserted against him or her and incurred by him or her in an official capacity, or arising out of his or her status. The Charter School's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Charter School. To the extent that such insurance coverage provides a benefit to the insured person, the Charter School's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under Section 4958 of the Internal Revenue Code of 1986, as amended.

**ARTICLE 14 – TRANSACTION OF BUSINESS**

**Section 14.1. Negotiable Instruments.**

All checks or demands for money and notes of the Charter School shall be signed by such Officer or Officers as the Board may designate. All contracts, deeds, leases, bonds, and other instruments authorized to be executed by an Officer of the Charter School shall be signed in accordance with the Act, except as the Trustees may generally or in particular cases otherwise determine. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Charter School by the Board shall be binding on the school in favor

of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provision of the Charter, Bylaws, or votes of the Board.

## **ARTICLE 15 – CORPORATE RECORDS**

### **Section 15.1. Bookkeeping; Recordkeeping.**

The Charter School shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of the meetings of the Board and committees having any of the authority of the Board, a copy of the Bylaws and any amendments thereto, a list of the names and business addresses of its current Board and Officers, and a copy of the most recent annual reports delivered to state and Federal officials.

## **ARTICLE 16 – TRANSPARENCY**

### **Section 16.1. Transparency.**

The Charter School shall ensure that its IRS Forms 990, annual reports and financial statements are complete and accurate and are posted to the Charter School's website or otherwise made available to the public.

## ARTICLE 17 – AMENDMENTS

### Section 17.1. Amendments.

Except as specifically set forth herein, the Bylaws of the Charter School only may be amended by a two-thirds (2/3) vote of the Board at any meeting after notice of such purpose has been given.

## ARTICLE 18 – MISCELLANEOUS

### 18.1. Fiscal year.

The fiscal year of the Charter School shall be as established by the Board.

### 18.2. Conflicts.

In the event of any irreconcilable conflict between these Bylaws and applicable law, the latter shall control.

### 18.3. Definitions.

Except as otherwise specifically provided in these Bylaws, all terms used in these Bylaws shall have the same definition as in the Charter School Law.

### 18.4. Dissolution.

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 Charter School Law, any voluntary dissolution plan as part of the Charter School's Charter and Articles of Incorporation.

### **18.5. Nondiscrimination**

The Charter School shall not discriminate against any person on the basis of age, race, color, religion, sex, sexual orientation, disability, gender, gender identity, national or ethnic origin, or creed. It shall heretofore remain the official policy of the Charter School to admit students of any race, religion, sex, sexual orientation, disability, gender, gender identity, national or ethnic origin, color, or creed to all rights, privileges, programs, and activities generally accorded or made available to students at the school. The Charter School does not unlawfully discriminate on the basis of age, race, color, religion, sex, sexual orientation, disability, gender, gender identity, national or ethnic origin, or creed in administration of its education policies, admission

policies, hiring policies, scholarship and aid programs and other school administered programs and operations.

***Adopted:***

DRAFT