

BYLAWS
OF
BELMONT CHARTER SCHOOL

**BY-LAWS
BELMONT CHARTER SCHOOL**

Article 1. Name, Objects and Purposes, Mailing Address, Membership and Corporate Seal

1.1 Name. The name of this nonprofit corporation shall be the Belmont Charter School, hereafter referred to as the "Charter School."

1.2 Objectives and 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 through the promotion and advocacy of community schools from grades K-12; (2) to provide opportunities for learning and assessments; (3) to provide parents and students with greater educational options in choosing a school; and (4) to hold teachers, parents, and school administrators accountable for the student educational process. 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.

1.3 Mailing Address. The mailing address of the Charter School shall be:

Belmont Charter School
4030 Brown Street
Philadelphia, PA 19104

The Board of Trustees may change this address as necessary.

1.4 Membership. Unless or until the Articles of Incorporation of the Charter School are amended to provide otherwise, the 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.

1.5 Corporate Seal. The Charter School may adopt and alter the 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.

Article 2. Board of Trustees

2.1 Description of the Governing Body. As a public school, the Charter School will ultimately be responsible to its authorizer. A Board of Trustees (the “Board”) will govern all operations of the school. The Board will also be responsible for ensuring that the school is run in compliance with its Charter, all applicable laws, and ensuring that the 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.

2.2 Initial Board. In order to maintain consistency with the founder’s vision, the Board of Trustees for the Belmont Charter School upon amendment of the charter to include servicing grades K-12, the Board of Belmont Charter School will serve as an initial Board with the addition of community members and/or parents. A duly constituted Board will be established at least 90 days prior to the opening of the Charter School by the initial Board.

2.3 General Powers. The business and affairs of the charter school shall be managed by its Board except as otherwise provided by the Commonwealth of Pennsylvania or these bylaws. 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 Policy;
- (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 Nonprofit Corporation Law or otherwise vested by law in the corporation and not consistent with the Charter School Law.

2.4 Number, Tenure and Qualifications. The number of Trustees shall not be less than five (5) or more than nine (9). Each Trustee shall hold office for a term as designated by the Board. To the extent possible, the Board will consist of parents, community representative, educators, and members of the business community. No member of Board of School Directors of the chartering school district shall serve on the Board of Trustees.

Each Trustee shall be a natural person at least 18 years of age who need not be a resident of Pennsylvania. 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.

Trustees shall be elected by the Board at the annual meeting of the Board. Each Director shall be elected for a term of one year. Except as otherwise provided by resolution of the Board, each Trustee's term begins at the time of his or her election. Each 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, or removal.

Trustees may be eligible for reelection to the Board.

Vacancies shall be filled by appointment of the remaining Board members by a consensus decision process. The composition of the Board (including number and type of members) may be changed by majority vote of the Board.

All meetings of the Board shall be open to the public, and minutes of such meetings shall be provided upon request. The Board shall, during the first week of September, publish its calendar of regularly scheduled meetings for the year.

2.5 Election of Trustees. Nominations shall be placed before the Charter School Board of Trustees 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.

2.6 Resignation. Any Trustee may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified therein; and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2.7 Removal. The Board may remove any Trustee with cause by two-thirds (2/3) vote of the Board 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 four meetings in one fiscal year without reasonable justification.

For conduct detailed in (a) and (b) above, if decided, the Board shall only remove such Trustee by a two-thirds (2/3) vote at the next scheduled meeting of the Board.

2.8 Vacancies. Any vacancy occurring in the Board shall be filled by the Board at a regularly scheduled or at a special meeting called for such purpose. A Trustee elected to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

2.9 Meetings. All meetings of the Board of the Charter School 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.

- 2.9.1 Annual Meeting. The Board shall meet annually once per year 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 2.7.4 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 President and Treasurer shall present an annual report which shall set forth:

- (a) The assets and liabilities, including the trust funds, of the corporation 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 corporation;
- (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 corporation;
- (e) The capital budget and the operating budget for the corporation's current fiscal year;
- (f) A schedule of proposed major activities for the current fiscal year; and
- (g) A summary of the corporation'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.

2.9.2 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 2.7.4 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.

2.9.3 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 chairperson of the Board will fix the location of the meeting. In addition to the notice required by Section 2.7.4 hereof, reasonable notice of the time and place of special meetings shall be given to each Trustee. 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 five (5) days before the meeting, addressed to the Trustee at the Trustee's usual or last known residence, or to give notice in person or by telephone, telecopier or other similar device at least forty-eight (48) hours before a special meeting.

2.9.4 Notice. The Board shall, during 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.

2.10 Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Trustees present may adjourn the meeting.

2.11 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 of Trustees 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;
- (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 \$2,500;
- (k) fixing salaries or other compensation of administrators, teachers, or other employees of the Charter School; and
- (l) 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 of Trustees then in office:

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

2.12 Compensation. Trustees shall serve as Trustees without receiving any compensation for their services as Trustees. 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.

2.13 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 or a committee of the Board shall not be available to a Trustee who voted in favor of such action.

2.14 Committees. The Board, by resolution adopted by a majority of the Trustees then in office, may designate from among its members an executive committee, a nominating committee and one or more other advisory committees, each of which, to the extent provided in the resolution to advise the Board and to take action on behalf of the Board so long as such action is expressly authorized by a resolution of the whole Board passed by a majority of the Board sitting in a quorum, except that no such committee shall have the authority to: (i) fill vacancies on the Board or any committee thereof; (ii) amend the bylaws; (iii) approve a plan of merger; or (iv) dismiss trustees. Each committee shall be chaired by a Trustee selected by the Committee, unless otherwise agreed by the Board. The members of any committee shall serve on the committee at the pleasure of the Chairperson of the committee. The committees shall meet at such times as the Board shall determine. The advisory committees shall consider, advise upon and make recommendations to the Board with respect to matters of policy relating to the general conduct of the business of the charter and with respect to such questions relating to the conduct of the business of the charter as may be submitted to it by the Board or an executive committee. 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 an advisory committee shall hold office at the pleasure of the Board.

2.15 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. While teleconference capabilities may be offered at Board meetings, such capabilities cannot be used in lieu of a public meeting location.

2.16 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:

1. 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;
2. 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
3. A committee of the Board upon which he or she does not serve, duly acting under the authority of the Board of Trustees.

ARTICLE 3 - OFFICERS

3.1 Number and Qualification. The Board shall elect a President, Vice-President, Secretary and a Treasurer of the Charter School from among the Board. The term 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.

3.2 President. The President of the Board of Trustees 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.

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

3.4 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-Treasurer 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.

3.5 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 Secretary shall also make payments out of the same on proper orders approved by the Board, signed by the President or Vice-President 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.

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

3.7 Removal of Officers. Any elected or appointed officer may be removed from office for failure to perform or conduct detrimental to the Charter School by a two-thirds vote of the Board of Trustees, after thirty (30) days written notice to the officer in question. The officer is entitled to a hearing before the Board or before a hearing officer designated by the Board prior to a vote of a call for removal.

ARTICLE 4 -LIMITATION OF LIABILITY

4.1 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 Corporation, 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 4.

4.2 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 Pennsylvania Nonprofit Corporation Law of 1988, as amended; 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 4.2 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 4.2 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 4.2 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 Pennsylvania Nonprofit Corporation Law of 1988, as amended, 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 4.2 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.

4.3 Limitation on Indemnification. Notwithstanding any other provision of this Section 4, 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 of Trustees.

4.4 Advancement of Expenses. The Charter School shall pay, in advance of the final disposition of a Proceeding described in Section 4.2 or the initiation of or participation in a Proceeding authorized under Section 4.3, 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 Section 4.

4.5 Insurance. To effect, secure or satisfy the indemnification and contribution obligations of the Charter School, whether under this Section 4 or otherwise, the Charter School from time to time may self-insure, obtain and maintain insurance or letters of credit, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or give a mortgage upon or a security interest in any property of the Charter School, or use any other mechanism or arrangement, in such amounts, at such costs, and upon such other terms and conditions as and when the Board shall determine. Absent fraud, the determination of the Board with respect to such matters shall be conclusive against all security holders, officers and Trustees, and shall not be subject to avoidance or voidability.

4.6 Payment of Expenses. A person who is entitled to indemnification or advancement of expenses from the Charter School under this Section 4 shall receive such payment or advancement promptly after the person's written request therefore has been delivered to the Secretary of the Charter School.

4.7 Interpretation. The provisions of this Section 4 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 Section 4. The rights granted by this Section 4 shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Section 4 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 Section 4 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.

4.8 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 of Trustees 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.

4.9 Binding Effect. All rights to indemnification under this Section 4 shall be deemed a contract between the Charter School and the Indemnified Representative pursuant to which the Charter School and each Indemnified Representative intent to be legally bound. Any repeal, amendment or modification of this Section 4 shall be prospective only and shall not affect any right or obligations then existing.

4.10 Non-exclusive Remedy. The indemnification of Indemnified Representatives, as authorized by this Section 4, 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 Section 4 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.

4.11 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 Section 4.

ARTICLE 5 - MISCELLANEOUS

5.1 Waiver of Notice. 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.

5.2 Fiscal year. The fiscal year of the corporation shall be as established by the Board.

5.3 Amendments. The Board shall have power to make, amend and repeal the by-laws of the charter school at any regular or special meeting of the board. The bylaws shall be reviewed by the Board from time to time for any useful or necessary amendments.

5.4 Conflicts. In the event of any irreconcilable conflict between these by-laws and applicable law, the latter shall control.

5.5 Definitions. Except as otherwise specifically provided in these by-laws, all terms used in these by-laws shall have the same definition as in the Pennsylvania Charter Act 22.

5.6 Execution of Instruments. All contracts, deeds, leases, bonds, notes, and other instruments authorized to be executed by an Officer of the Charter School shall be signed in accordance with the Pennsylvania Nonprofit Corporation Law of 1988, as amended, 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 of Trustees 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, by-laws, or votes of the Board. The Charter School shall make no contracts of guarantee without the affirmative vote of two-thirds of the members of the Trustees then in office.

5.7 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 and Articles of Incorporation.