

AMENDED AND RESTATED BY-LAWS

OF THE

Easton Arts Academy Elementary Charter School

30 N 4th St, Easton, PA 18042

AS APPROVED AND ADOPTED ON JANUARY 28, 2021

1. Name, Objects and Purposes, Mailing Address, Corporate Seal, and Fiscal Year

1.1. Name. The name of this nonprofit corporation shall be Easton Arts Academy Elementary 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; (2) to stimulate the development of innovative programs in public education; (3) to provide opportunities for learning and assessments; (4) to provide parents and students with greater educational options in choosing a school; and (5) 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/Registered Address. The mailing address of the Charter School shall be: 30

N 4th St, Easton, PA 18042

The Board of Trustees may change this address as necessary.

1.4. Fiscal Year. The fiscal year of the Charter School shall, unless otherwise decided by the Trustees, end on June 30 of each calendar year.

1.5. Corporate Seal. The Trustees 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 of Trustees.

2. Membership

2.1. 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.

3. Board of Trustees: General Power

3.1. General Powers. The Board of Trustees (the “Board”) will govern all operations of the Charter School, but may delegate day-to-day management to employees or contractors subject to the Board’s oversight and supervision. The Board shall hire or appoint a Chief Executive Officer (“CEO”). The Board, in consultation with the CEO, shall establish a reporting relationship between the Board and the Charter School’s staff. The Board shall establish policies and procedures for operating the Charter School in accordance with its approved public-school charter and shall monitor the Charter School’s compliance with such policies and procedures and shall

establish budgets and operating procedures aimed at preserving the continued financial viability of the Charter School. The Board shall also serve as a Board of Appeals with respect to complaints arising out of the Charter School's operation that cannot be resolved by the staff, CEO, or other Charter School administrators.

3.2. Authority. 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. 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:

- 3.2.1. 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;
- 3.2.2. to adopt the curriculum or courses of study and textbooks;
- 3.2.3. 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;
- 3.2.4. 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;
- 3.2.5. 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;
- 3.2.6. 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;

- 3.2.7. to create or increase any indebtedness, including incurring temporary debts in anticipation of the receipt of funds;
- 3.2.8. to solicit and accept any gifts or grants for Charter School purposes;
- 3.2.9. to establish the annual academic calendar;
- 3.2.10. to adopt and approve the annual budget and to make revisions therein;
- 3.2.11. to establish enrollment policies and procedures;
- 3.2.12. to adopt and approve policies and procedures to assess student achievement;
- 3.2.13. to approve or ratify all contracts as determined by the policy on contracting;
- 3.2.14. to be the final arbiter of all disciplinary matters;
- 3.2.15. to authorize any annual audit by an independent certified public accountant;
- 3.2.16. to fix the salary or other compensation of the Chief Executive Officer, Principals, teachers, and other employees of the Charter School;
- 3.2.17. to approve all personnel actions;
- 3.2.18. to designate depositories of Charter School funds;
- 3.2.19. to set the Charter School calendar which must include 900 hours or 180 days for elementary students instruction and 990 hours or 180 days for secondary students instruction but the Charter School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day or Christmas);
- 3.2.20. 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
- 3.2.21. to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and not inconsistent with the Charter School Law.
- 3.2.22. Dismissal of Employees. If problems occur with a School employee such that the School Chief Executive Officer believes the employee must be fired, the Chief Executive Office may recommend that termination of such employee. Any termination decision must be approved by the Board of Trustees.

3.3. **Conflicts of Interest; Prohibited Conduct.** No trustee, nor any member of his or her immediate family, shall directly engage in any business transaction with Easton Arts Academy Elementary Charter School, extend or receive credit from Easton Arts Academy Elementary Charter School (except for *de minimis* amounts less than \$500), accept or engage in paid employment by Easton Arts Academy Elementary Charter School in any capacity, or receive from Easton Arts Academy Elementary Charter School any pay for services rendered to Easton Arts Academy Elementary Charter School. No member of the Board of School Trustees of the chartering school district shall serve on the Board of Trustees. Each member of the Board of Trustees shall abide by the Pennsylvania Public Official and Employees Ethics Act, 65 P.S. § 1101, et. seq.

4. **Board of Trustees: Composition, Election, and Tenure**

4.1. **Composition.** The Board of Trustees shall be composed of not less than six (6) and not more than eleven (11) natural persons of full age.

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

4.3. **Tenure.** Each Trustee shall hold office for three (3) years, unless the Trustee dies, resigns, is removed, or becomes disqualified, or as otherwise determined by these By-laws.

4.3.1. Upon initially being elected, a Trustee shall be placed into one (1) of three (3) Groups, as described under Section 4.4 of these By-laws, so as to distribute Trustees as evenly as possible over all the Groups. Where a Trustee could be placed in more than one Group in accordance with this Section 4.3.1, the Trustee shall be placed in the Group which will give the longer initial term.

4.3.2. Where a Vacancy exists in the Group the Trustee was placed in, the Trustee shall fill that Vacancy, as described under Section 4.7. If no Vacancy exists, a Trustee's initial term shall end in accordance with its Group, as described under Section 4.4 of these By-laws, or until a successor is duly elected.

4.3.3. The term of office of each re-elected Trustee shall be for a period effective upon appointment and qualification and shall end in accordance with its designated Group, as described under Section 4.4 of these By-laws, or until a successor is duly elected.

4.3.4. A Trustee may be re-elected or re-appointed for two (2) consecutive terms, not including any initial term described under this Section 4.3 that was less than two years. However, after a minimum of one (1) year's absence from the board, a former board member who has served for two consecutive terms can be re-appointed to the board. A Trustee who is elected after one (1) year's absence is considered to be an initial Trustee for purposes of Section 4.3 of these By-laws for Group assignment.

4.3.5. The limitation on two (2) consecutive terms applies each time a board member returns to the board after at least one year's absence.

4.4. **Terms.** The Board of Trustees of Easton Arts Academy Elementary Charter School serve on one of the following Groups with the described current and future term expiration dates.

Group 1

July 31, 2021; July 31, 2024; July 31, 2027; and every three (3) years thereafter

Group 2

July 31, 2022; July 31, 2025; July 31, 2028; and every three (3) years thereafter

Group 3

July 31, 2023; July 31, 2026; July 31, 2029; and every three (3) years thereafter

New Board Members shall be elected by a majority vote of the then existing Board Members with initial terms as described under Section 4.3.1 of these By-laws.

4.5. **Resignation.** Any Trustee may resign 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.

4.6. **Removal of Trustees.** A Trustee shall be considered to have resigned, and his or her seat shall be immediately be deemed vacant, if she or he: (a) engages in any act restricted pursuant to Section 3.3 hereof; (b) is convicted of any felony or of a crime involving moral turpitude of financial impropriety; or (c) fails to appear at any three (3) publicly scheduled board meetings within a twelve (12) month period. By a two-thirds (2/3) vote of all Trustees not including the Trustee subject to removal, a Member may be removed from the Board for failure to perform his or her duties as a Trustee.

4.7. Vacancies.

4.7.1. Any vacancies on the Board of Trustees shall be filled by 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.

4.7.2. 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.

5. Board of Trustees: Committees

5.1 Committees. The Board may elect or appoint committees as they determine necessary. Each committee shall be chaired by a 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 Chairperson of the committee. Committees shall have and exercise only the power and authority specifically prescribed and granted by the Board. No committee shall have the power to: (a) fill vacancies on the Board; (b) adopt, amend, or repeal these Bylaws; (c) amend or repeal any resolution of the Board; or (d) enter into or sign any contractual agreement without prior Board approval unless the President of the Board determines that the matter is too urgent to wait for the next Regular Meeting of the Board.

5.1.2 Permanent Committees. The Board shall establish the following standing committees to address ongoing business of the Charter School as follows:

(a) Fiscal Planning Committee. The Fiscal Planning Committee shall be composed of the Treasurer, who shall serve as Chairperson of the Fiscal Planning Committee, and up to two (2) additional Trustees appointed by the President. If the Treasurer elects not to serve on the Fiscal Planning Committee or is otherwise disqualified, the President shall appoint a Trustee to serve as Chair of the Fiscal Planning Committee. The Fiscal Planning Committee shall:

(i) develop, review and implement an annual budget;

(ii) oversee and review an annual independent audit and make recommendations as needed;

(iii) develop, review and file all appropriate tax filings on behalf of the corporation;

(iv) Review all procurement related contracts subject to Board Approval and make recommendations to the Board of Trustees regarding the same; and

(v) Prepare and implement a system of internal fiscal controls.

(b) Academic Data and Curriculum Committee. The Academic Data and Curriculum Committee shall be composed of the Vice-President, who shall serve as Chair of the Academic Data and Curriculum Committee, and up to two (2) additional Trustees, as appointed by the President. If the Vice-President elects not to serve on the Academic Data and Curriculum Committee or is otherwise disqualified, the President shall appoint a Trustee to serve as Chair of the Academic Data and Curriculum Committee. The Academic Data and Curriculum Committee shall:

(i) develop and monitor an Academic Strategic Plan;

(ii) develop and monitor research based and data driven methodologies to quantify the academic progress of students in meeting Pennsylvania State Academic Standards;

(iii) oversee the reports of the Chief Executive Officer to the Board of Trustees with respect to academic data and curriculum; and

(iv) review and recommend revisions to the curriculum as necessary and recommend educational strategies, establish criteria for the evaluation of faculty and student performance, and establish and implement provisions for the regular assessment of the academic performance of the student body.

(c) Personnel Committee. Personnel Committee shall be composed of the Secretary, who shall serve as Chair of the Personnel Committee, and up to two (2) additional Trustees, as appointed by the President. If the Secretary elects not to serve on the Personnel Committee or is otherwise disqualified, the President shall appoint a Trustee to serve as Chair of the Personnel Committee. The Personnel Committee shall:

(i) have the power to authorize the hiring of employees on behalf of the Board of Trustees;

(ii) report on all human resources activities at publicly held board meetings;

(iii) establish criteria for the performance and evaluation of the faculty and other employees of the school;

(iv) make recommendations to the Board of Trustees regarding salaries, bonuses, and benefits;

(v) review and recommend disciplinary and grievance policies for employees, and review and recommend revisions of the policies as necessary; and

(vi) hear, or appoint a hearing examiner to hear, any disciplinary appeals or grievances made by employees, with either the committee or the hearing examiner to recommend to the Board final disposition of such appeals.

5.2.2 Ad Hoc Committees. Ad Hoc Committees will be formed by the Board of Trustees from time to time as deemed necessary to handle specific events, functions, or issues. These committees will be terminated upon completion of their specific assigned task or as determined by the Board of Trustees. Ad Hoc Committees will be chaired by designees of the Board of Trustees. Ad Hoc Committees may include:

(a) Nominating Committee. If a Nominating Committee is appointed by the Board of Trustees, the Board of Trustees shall set forth both the time frame for nominations and the manner by which the Nominating Committee shall make nominations. If a Nominating Committee is appointed by the Board of Trustees, it shall consist of three Trustees.

(b) Facilities Committee. Facilities Committees may be formed to address pertinent or cyclical facilities issues.

(c) Disciplinary Committee. The Board of Trustees may form a Disciplinary Committee comprised of any member or members of the Board of Trustees to oversee student disciplinary matters, with either the Committee or hearing examiner to recommend to the Board the final disposition of such appeal or action.

5.3 Advisory Board. The Board, by resolution, may establish an honorary or advisory board. The members of any honorary or advisory board may be selected by the Board, or by a procedure

established by the Board. Persons appointed to an honorary or advisory board shall not be deemed to be Members, officers or employees of the Charter School solely by virtue of such appointment. The functions of such honorary or advisory board shall not include participation in the management of the Charter School. Current or former Members of the Board shall be entitled to serve on such honorary or advisory board. The honorary or advisory board shall meet at such times as the Board shall determine. An honorary or advisory board shall exist, and its members shall serve at the pleasure of the Board.

5.4 Adoption and Modification of Policies. The Permanent and Ad Hoc 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 on these recommendations at either a regularly scheduled meeting or a specifically called meeting. An affirmative vote of a majority of a quorum of the Board of Trustees will be required for adoption and/or modification of policies. If such majority vote is not obtained, the proposed recommendation may be returned to the appropriate committee for refinement.

Section 6. Board of Trustee Meetings

6.1 Regular Meetings. Regular meetings of the Board may be held once a month, at such time and at such places as the Trustees determine. Written notice of every meeting and the annual schedule shall be given to each trustee by the August 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.

6.2 Special Meetings. Special meetings of the Board may be held anytime and any place when called by the President of the Board of Trustees or by two or more Trustees, or at the request of the CEO. In addition to the notice required by Section 6.10 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 Trustee 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. A Trustee waives notice of a Special Meeting by attending or participating in such meeting, unless, as the beginning of the meeting, he or she objects to the holding of the meeting or to the transaction of business at the meeting.

6.3 Annual Meeting. The Board shall meet annually once per year at the first regularly scheduled meeting in July 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 these Bylaws 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.

(i) At the Annual Meeting the President and the 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.

(ii) At the Annual Meeting the Board shall:

(a) remove and install trustees as required by Section 4 of these Bylaws

(b) hold officer elections pursuant to Section 7 of these Bylaws.

(c) adopt or revise Charter School policies as determined by the Board of Trustees

6.4 Location. Meetings shall take place on the premises of the Charter School. In the event that it is not feasible to hold a meeting at the Charter School, meetings may be held at any location that is convenient to the Board that does not conflict with the requirements of the Sunshine Act of 1986.

6.5 Quorum. At any meeting of the Board of Trustees a quorum for the conduct of business by the Board of Trustees shall consist of a majority of the trustees then in office. If a quorum exists at the start of a meeting, the continued existence of such quorum throughout such meeting shall be presumed unless the absence of a quorum is established by a quorum call. Any Trustee may request a quorum call, as a point of order, during a meeting. In the absence of a quorum, no action may be taken, and the meeting shall be adjourned without further notice until the next regularly scheduled meeting, or until a Special Meeting is called.

6.6 Action of Vote. When a quorum is present at a meeting of the Board of Trustees, a majority of the Trustees present and voting shall decide any question, unless otherwise provided by law or these bylaws. All actions by the Board shall be taken pursuant to written resolutions, duly recorded in the minutes. Unless otherwise specified in these Bylaws or pursuant to applicable law, a resolution shall be deemed adopted pursuant to the affirmative vote of a majority of Trustees present and voting at the relevant meeting. The Board shall cause detailed minutes of each meeting to be kept by the general counsel of Easton Arts Academy Elementary Charter School or its designee, showing how each member voted on each resolution and such other details as the Board may from time to time determine.

6.7 Presumption of Assent. A trustee 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:

- a. (S)he objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting;
- b. (S)he contemporaneously requests that his or her dissent be entered in the minutes of the meeting;
- c. (S)he votes “nay” in a roll-call vote recorded in the minutes of the meeting; or d. (S)he gives written notice of dissent to the presiding officer of the meeting before its

adjournment or delivers such dissent by registered mail to the presiding officer within three days after the adjournment of the meeting.

Such right to dissent as to a specific action taken at a meeting of the Board or a committee thereof shall not be available to a trustee who voted in favor of such action.

6.8 Conference Telephone Meetings. One or more persons may participate in a meeting of the Board of Trustees or of a committee of the Board of Trustees 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, however, the Board is not required to make such communication feasible or possible.

6.9 Optional Provisions Not Required by Law. 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 seven (7) through twelve (12) and 900 hours or 180 days of instruction for students in grades one (1) through six (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 the base amount identified in the Charter School's policies and procedures.

(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.

6.10 Open Meeting Law. All meetings of the Board of Trustees 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.

6.11 Real Estate Transactions. A vote of two-thirds (2/3) of the members in office of the Board of Trustees 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.

6.12 Compensation and Conflicts of Interest. 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 Pa.C.S.A. § 1101 et al. 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.

6.12.1 Statements of Financial Interest. Trustees shall annually file completed Statements of Financial Interest in accordance with the Pennsylvania Public Official and Employees Ethics Act, 65 P.S. § 1101, et. seq.

6.13 Reservation of Powers. 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; and
- (d) to convey, sell or transfer substantially all the Corporation's assets.

(e) to nominate and install any Officer identified in Section 7 of these bylaws

Section 7. Officers and Agencies

7.1 Number and Qualification. The Officers of the Charter School shall be a President, a Vice-President, Secretary and Treasurer. The President, Vice President, Treasurer, and Secretary shall be voting members of the Board of Trustees.

7.2 Election. The officers shall be elected annually by the Board of Trustees at the annual meeting held pursuant to 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 Trustees.

7.3 Term of Office. The President, Vice-President, and Treasurer shall hold office for one (1) year, until his/her qualified successor is chosen at the next annual meeting of the Board of Trustees. The Secretary shall be appointed by the Board.

7.4 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 identified in these bylaws or determined by the Trustees.

7.5 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 identified in these bylaws or as may be determined by the Board of Trustees.

7.6 Secretary. The Secretary or his or her designee shall record and 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 Trustees 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 of Trustees. The Secretary shall have such other powers and duties as may be identified in these bylaws or as may be determined by the Board of Trustees.

7.7 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 supervise the CEO with regard to those fiscal matters assigned to the CEO. The Treasurer shall receive, on behalf of the Charter School, all Charter School revenue from all sources whatsoever,

including local, state and federal subsidies, private donations, or otherwise. The Treasurer shall deposit all Charter School revenues in a depository approved by the Board, in an account established in the name of Charter School. At each Regular Meeting of the Board, the Treasurer shall provide an oral and written report to the Board of the funds received and disbursed by him or her since the previous Ordinary meeting.

The Treasurer shall disburse monies from the Charter School accounts only on orders duly approved by the Board. The Treasurer may disburse monies from the Charter School accounts without prior Board approval only for the payment of amounts owing under any contracts previously approved by the Board, and by which prompt payment the Charter School will receive a discount or other advantage. In all cases, however, disbursements by the Treasurer shall require written orders duly signed by the President, the Vice President, Secretary or other signatory designated by the Board. The Treasurer shall have such other powers and duties as may be identified in these bylaws or as may be determined by the Board of Trustees.

The Board may appoint a business controller to discharge the day-to-day obligations of the Treasurer. Such business controller may be a person employed by the Charter School or an entity with which the Charter School has contracted to provide business management services. The appointment of a business controller shall not discharge the Treasurer's responsibility for the matters set forth in this Section. The Treasurer shall supervise and oversee the actions of such business controller and shall make periodic reports to the Board thereon.

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

7.9 Chief Executive Officer (CEO). The Board shall appoint a CEO, pursuant to a written contract adopted in accordance with these Bylaws. The CEO shall be the administrative head of the Charter School. He or she shall serve in an advisory capacity to the Board and shall report to the Board on all matters relative to his duties.

The CEO shall present recommendations to the Board on all matters pertaining to the Charter School operations, including but not limited to: education policy, the hiring and dismissal of faculty, staff and their benefits, curriculum, budgeting, contracts with supplies and vendors, disciplinary matters and all other matters where Board action is required. The CEO shall present his or her recommendations to the Board in writing within a reasonable time prior to the meeting at which Board action is sought, and shall provide the Board with such background data and supporting documentation as the Board reasonably requires to make an informed decision. The CEO shall hold a non-voting ex officio seat on the Board.

7.9.1 Authority and Responsibilities of CEO.

- a. The CEO shall be responsible for routine fiscal matters, including receipt of funds (including local, state, federal, and privately donated funds), payment of invoices and contracts as approved by the Board of Trustees, general bookkeeping and accounting, as well as assistance to the Certified Public Accountant assigned to audit the books of the Charter School.
- b. The CEO shall have the authority to hire and/or terminate at-will employees with the approval of the Personnel Committee.
- c. The CEO shall have the authority to enter into contracts in accordance with the procurement policy of the Charter School, and shall disclose all such contracts to the Board at the next Regularly Scheduled meeting.

7.10 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.

Section 8. Standard of Care

8.1 Officers and Trustees. 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 statements, 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.

No member of the Board shall permit his or her position on the Board to create a conflict between personal business activities and the actions of EastonArts Academy Elementary Charter School.

8.2 Investment of Surplus Cash. The Board shall invest surplus cash consistent with sound business practice. Authorized types of investments for charter schools shall be:

- United States Treasury bills;
- Short-term obligations of the United States Government or its agencies or instrumentalities;
- Deposit in savings accounts or time deposits or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such amounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository;
- Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania, or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and,
- Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, U.S.C. Sec. 80a-1, et seq.) as defined in Pa. 24 P.S. 4-440.1 of the Pennsylvania School Code (the “Pennsylvania School Code”).

All investments shall be made subject to the guidelines set forth in the Pennsylvania School Code. The Treasurer shall settle his or her accounts annually with the Board for each school year.

Section 9. Procurement

9.1 Generally. The Board of Trustees shall establish internal and external procurement processes for the procurement of all goods and services.

Section 10. Responsibilities, Obligations, and Duties of Education Management Organization

10.1 Generally. Should the Charter School enter into a contractual agreement with an Education Management Organization (“EMO”), the EMO shall be a non-stock, not-for-profit corporation duly organized under the laws of the Commonwealth of Pennsylvania, with the legal

ability to contract to provide education support services. The EMO shall notify the Charter School and the School District of Easton Area School District in writing of any change in corporate status, or if it enters a receivership, becomes the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors.

10.2 Authority. The EMO shall remain accountable to the School and its Board of Trustees, and the Charter School shall remain accountable to the Commonwealth of Pennsylvania authorities and the Easton Area School District.

10.3 Independent Board of Trustees; Duties and Obligations of EMO. The Charter School shall not enter into any Agreement with an EMO that conflicts with the operational independence of the Board of Trustee pursuant to 24P.S. § 17-1701-A.

Section 11. Dues

The Trustees shall not be required to pay any dues or membership fees.

Section 12. Removal of Officers

12.1 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 (2/3) vote of the Board of Trustees, after thirty days written notice to the officer in question. The officer is entitled to a hearing before the Board of Trustees or before a hearing officer designated by the Board of Trustees prior to a vote of a call for removal.

Section 13. Personal Liability

13.1 Definitions. For purposes of this Section:

(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, amounts paid in settlement, fines, penalties, 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, director, 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 services 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, director, officer, employee or agent of the Corporation; or (ii) has been expressly designated by the Board as a Representative of the Corporation for purposes of and entitled to the benefits under this Section 13.

13.2 Indemnification. Subject to the subsequent provisions of this Section 13.2 and of Section 13.3, the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation.

The Corporation 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 Corporation in a Proceeding brought by or in the right of the Corporation 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 Corporation'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 Corporation for the expenses that such court deems proper.

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 Corporation shall indemnify the Representative to the maximum extent for such portion of the Liability.

13.3 Specific Cases. Unless ordered by court, any indemnification of a Representative under the preceding provisions of this Section 13 shall be made by the Corporation only upon a determination made in the specific case that such indemnification of the director, officer, employee or agent 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. Such determination shall be made:

- a. By the Board by a majority vote of a quorum consisting of members who are not parties to such action, suit, or proceeding; or
- b. If a quorum of disinterested members of the Board is not obtainable, or even if obtainable, a quorum of disinterested members so directs, by independent legal counsel.

13.3 Successful Defense. 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 Corporation against expenses

(including without limitation attorneys' fees and costs of Proceedings) actually and reasonably incurred by such person in connection therewith.

13.4 Limitation on Indemnification. Notwithstanding any other provision of this Section 13, the Corporation shall not indemnify a Representative under this Section 13 for any Liability incurred in a Proceeding which was initiated by the Representative (which shall not be deemed to include counterclaims 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.

13.5 Advancement of Expenses. The Corporation 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 13.3, 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 Corporation upon its receipt of an undertaking, satisfactory to the Corporation, by or on behalf of the Representative to repay to the Corporation the amounts advanced by the Corporation in the event it is ultimately determined that the Representative is not entitled to indemnification under this Section 13.

13.6 Insurance. To effect, secure or satisfy the indemnification and contribution obligations of the Corporation, whether under this Section 13 or otherwise, the Corporation 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 Corporation, 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, trustees, officers and directors, and shall not be subject to avoidance or voidability.

13.7 Payment of Expenses. A person who is entitled to indemnification or advancement of expenses from the Corporation under this Section 13 shall receive such payment or advancement promptly after the person's written request therefore has been delivered to the Secretary of the Corporation.

13.8 Interpretation. The provisions of this Section 13 shall constitute and be deemed to be a contract between the Corporation and its Representatives, pursuant to which the Corporation 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 13. The rights granted by this Section 13 shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Section 13 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 13 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.

13.9 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 reasonably 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.

13.10 Binding Effect. All rights to indemnification under this Section 13 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 7 shall be prospective only and shall not affect any right or obligations then existing.

13.11 Non-exclusive Remedy. The indemnification of Indemnified Representatives, as authorized by this Section 13, 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 13 shall continue as to a person who has ceased to be Indemnified

Representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such person.

13.12 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 13.

Section 14. Execution of Instruments

14.1 General. All contracts, deeds, leases, bonds, notes, and other instruments authorized to be executed by an Officer of the Charter School shall be signed by the President and Secretary of the Board of Trustees, 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 of Trustees.

14.2 Guarantees. The Charter School shall make no contracts of guarantee without the affirmative vote of two-thirds (2/3) of the members of the Trustees then in office.

Section 15. 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 Articles of Incorporation and Pennsylvania law.

Section 16. Amendments

These bylaws may be altered, amended, repealed and replaced by new by-laws by a vote of not less than two-thirds (2/3) of the Board of Trustees at any meeting of the Board of Trustees provided, however, that notice shall be given in the notice of the meeting that a change to the bylaws will be proposed at that meeting.

Section 17. Rules of Procedure

The proceedings and deliberations of the Charter School shall be in accordance with rules adopted and amended by the Board of Trustees. All matters not governed by such rules shall be governed by the parliamentary practices established by Robert's Rules of Order, Newly Revised.

Section 18. Nondiscrimination

In administering its affairs, including admissions, hiring, and operation, the Board and the Charter School shall not discriminate on the basis of race, color, religion, national or ethnic origin, disability, sex, sexual orientation, age, or any other classification protected under applicable law.

Section 19. Miscellaneous

19.1 Waiver of Notice. Whenever notice is required by law, a waiver thereof in writing signed by the member or other person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to such notice.

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

19.3 Annual Audit. An annual school audit shall be conducted according to the requirements of Act 22 and Article 24 of the Pennsylvania School Code. The Board shall follow the requirements set forth for school boards therein.

Certificate of the President

CERTIFICATE OF THE PRESIDENT

I hereby certify that I am the duly elected and acting President of the Board of Trustees of Easton Arts Academy Elementary Charter School, a Pennsylvania nonprofit corporation; and that the foregoing Bylaws constitute the current Bylaws of said corporation as duly adopted by the Board of Trustees on January 28, 2021; and that these Bylaws have not been amended or modified since that date.

Executed on _____ at Easton, Pennsylvania.

President, Easton Arts Academy Elementary Charter School