

**June 20, 2023**

**AMENDED AND RESTATED  
BYLAWS OF AVON GROVE CHARTER SCHOOL**

**Section 1 Name, Objectives and Purposes, Vision, Mailing Address, Fiscal Year, and Corporate Seal**

**1.1 Name.**

The name of this nonprofit corporation shall be AVON GROVE CHARTER SCHOOL, hereafter referred to as "AGCS."

**1.2 Objectives and Purposes.**

The objectives and purposes of AGCS are (1) to provide 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 innovative learning and assessments; (4) to provide parents and students with greater options in choosing a public school; and (5) to hold teachers, parents, and school administrators accountable for the student educational process. AGCS 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, AGCS 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 Vision.**

The premise for the school is that emotional intelligence, character development and personal management skills should form an inherent and integral part of school, and that students must be empowered to take responsibility for their own learning and development. The school should facilitate the learning process within an environment that encourages high

ethical and academic standards and encourages the development of a positive value system.

1.4 Mailing Address.

The mailing address of AGCS shall be:

AVON GROVE CHARTER SCHOOL  
110 East State Road  
West Grove, PA 19390

The Board of Trustees may change this address as necessary.

1.5 Fiscal Year.

The fiscal year of AGCS shall, unless otherwise decided by the Trustees, end on June 30 of each calendar year.

1.6 Corporate Seal.

The Trustees may adopt and alter the corporate seal.

**Section 2 Membership**

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

**Section 3 Board of Trustees**

3.1 Composition of the Board.

The Board of Trustees shall be composed of not less than five and not more than nine members. Any reference hereafter to the Board of Trustees, the Board, Trustees, or a Trustee shall be construed as a reference to the AGCS Board of Trustees or its members unless specifically indicated otherwise.

3.2 Qualifications for Serving as a Trustee.

To serve as a Trustee a person must be at least 21 years of age. No

member of the Nominating Committee may be nominated as a candidate for the Board of Trustees. No person who is a close relative of or has a close business relationship with a Trustee whose term will run concurrently, whether in whole or in part, may be elected or appointed to serve on the Board of Trustees. No member of any school board of any school district in which facilities of AGCS are located, or from which the students of AGCS are drawn, may serve on the Board of Trustees.

### 3.3 Election of the Trustees.

Nomination of all Trustees will be made by the Nominating Committee. Nominations will be placed before the AGCS Board of Trustees as needed at any regularly scheduled or specially called meeting open to the public. The Trustees will cast an open, public ballot. A majority of those Trustees currently in office is required to elect a new Trustee. Additional Trustees may be elected provided that the total number of Trustees may not exceed the number provided in Section 3.1.

### 3.4 [Intentionally omitted.]

### 3.5 Term of Office of the Trustees.

#### 3.5.1 Tenure

Each Trustee elected to serve a full term shall hold office for four years unless the Trustee dies, resigns, is removed, or becomes disqualified. The term of office of a Trustee shall begin upon the expiration of the term of his or her predecessor.

#### 3.5.2 Term Limits

No person may serve more than two full terms consecutively as a Trustee, except if he or she has served two years or less in filling a vacancy prior to his or her two consecutive full terms. A former Trustee who has reached this limit may serve again only after having been off the Board of Trustees for one full year.

### 3.6 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.

### 3.7 Vacancies.

3.7(a) 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.

3.7(b) 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.

### 3.8 Authority.

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 in the Charter of AGCS (the "Charter"). 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 AGCS in accordance with its stated purposes and goals. More specifically, the Board's authority shall be, without limitation:

3.8(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:

3.8(b) To adopt the curriculum or courses of study and textbooks.

3.8(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.

3.8(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;

3.8(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;

- 3.8(f) To make contracts and leases for the procurement of services, equipment and supplies;
- 3.8(g) To incur temporary debts in anticipation of the receipt of funds;
- 3.8(h) To solicit and accept any gifts or grants for AGCS purposes;
- 3.8(i) To establish the annual academic calendar;
- 3.8(j) To adopt and approve the annual budget and to make revisions therein;
- 3.8(k) To establish enrollment policies and procedures;
- 3.8(l) To adopt and approve policies and procedures to assess student achievement;
- 3.8(m) To approve or ratify all contracts as determined by the policy on contracting;
- 3.8(n) To authorize an annual audit by an independent certified public accountant;
- 3.8(o) To appoint or dismiss the Head of School;
- 3.8(p) To fix the salary or other compensation of the Head of School, teachers, and other employees of AGCS;
- 3.8(q) To designate depositories of AGCS funds;
- 3.8(r) To be final arbiter of all disciplinary matters;
- 3.8(s) To approve all personnel actions;
- 3.8(t) To have and exercise all of the powers and means appropriate to effect the purposes for which AGCS is chartered; and
- 3.8(u) 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.

### 3.9 Ex-Officio Trustee

The board may elect up to two former Board members as Ex-Officio

Trustee members of the Board. An Ex-Officio Trustee member of the Board may not again serve as a regular Trustee member of the Board unless and until having been off the Board of Trustees for one full year pursuant to §3.5.2. Time spent as an Ex-Officio member of the Board of Trustees shall not qualify toward such one-year requirement off the Board of Trustees.

### 3.9.1 Term of Office of Ex-Officio Trustee

The term of office of the Ex-Officio Trustee shall be up to two years.

### 3.9.2 Authority

The Ex-Officio Trustee may participate in all Board and Committee meetings, including executive session, but shall have no voting rights. An Ex-Officio Trustee may serve on any Board Committee.

### 3.10 Committees.

The Trustees may elect or appoint committees (which may include individuals who are not Trustees of AGCS) as they determine necessary. Each committee shall be chaired by a Trustee, unless otherwise agreed by the Board. At any meeting of a committee, a quorum for the transaction of business shall consist of a majority of the members of such committee. The members of any committee shall serve on the committee at the pleasure of the Committee Chair as ratified by the Board.

#### 3.10.1 Permanent Committees.

Permanent committees will be formed to handle on-going business of AGCS. These committees may include:

##### 3.10.1(a) Nominating Committee.

The Nominating Committee shall have nine to eleven voting members. This committee shall consist of two members of the Board of Trustees, appointed as co-chairpersons and other committee members as appropriate and necessary. No Trustee eligible for reelection and willing to be re-nominated may serve on the committee in the year in which the Trustee is eligible for reelection. The chairpersons shall receive applications for the Nominating Committee and shall select the additional members of the committee from these applications. The members selected by the chairpersons shall, to the greatest extent possible, include: (1) three parents or guardians of students attending AGCS; (2) two leaders of non-profit corporations located in the community served by

AGCS; and (3) two corporate or other community leaders. In addition to the voting members, two members of the staff or administration of AGCS shall be nonvoting members of the Nominating Committee. The chairpersons of the Nominating Committee shall be appointed at least 180 days before the Annual Meeting of AGCS. At least 30 days before the Annual Meeting, the Nominating Committee will present the Board of Trustees with a slate of eligible candidates for the Board. The Nominating Committee may not propose any member of the Nominating Committee as a candidate for the Board of Trustees.

3.10.1.(b) [Intentionally omitted.]

3.10.1(c) Finance Development Committee.

The Finance Development Committee shall consist of the Board of Trustees Treasurer, the Chief Financial Officer of the school, and other committee members as deemed appropriate and necessary. The Finance Development Committee's primary role is to provide financial oversight for the school. The Finance Development Committee shall prepare and present a proposed financial budget to the Board of Trustees, prepare and implement a system of internal fiscal controls, and plan and supervise all fundraising activities for the school. The Chief Financial Officer and the Board of Trustees Treasurer shall provide an accounting of expenditure(s) and financial position to the Board of Trustees at a public monthly meeting.

3.10.1(d) Strategic Planning Committee.

The Strategic Planning Committee shall consist of members of the Board of Trustees, the Chief Executive Officer, the Chief Financial Officer, the administration of the school, and other committee members as deemed appropriate and necessary. The Strategic Planning Committee shall be guided by the PA Department of Education approved Comprehensive Plan that outlines the strategic goals and objectives of Avon Grove Charter School. This includes (but is not limited to) review of curriculum, educational strategies, long term facilities planning and continued review of strategic goals and objectives for the school. The Comprehensive Plan provides specific high leverage strategies that allow the school to move forward with accomplishing goals that align with the mission and vision of Avon Grove Charter School. This committee shall hold a monthly public meeting.

3.10.1(e) Human Resources Committee.

The Human Resources Committee shall establish criteria for the

performance and evaluation of the faculty and other employees of the school. This committee shall meet in executive session as needed and make recommendations to the Board of Trustees regarding salaries, bonuses and benefits.

#### 3.10.1(f) Facilities Planning Committee.

The Facilities Planning Committee shall consist of members of the Board of Trustees, the Chief Executive Officer, the Chief Financial Officer, the facilities manager of the school, and other committee members as deemed appropriate and necessary. The facilities committee's primary role is to assist the AGCS Board of Trustees with facilities oversight and as well as to provide an opportunity to ensure community involvement in school's facilities processes. One public meeting shall be held each month during the academic year, but may be cancelled by a vote of the committee at the preceding meeting, or by the chairperson in the case of a limited agenda.

#### 3.10.2 Ad hoc Committees.

Ad hoc Committees may 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.

#### 3.11 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. Approval by a majority of the current members of the Board of Trustees will be required for adoption and/or modification of policies. If such a majority vote is not obtained, the proposed recommendation may be returned to the appropriate committee for refinement.

#### 3.12 Meetings.

##### 3.12.1 Regular Meetings.

Regular meetings of the Trustees 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 3.12.7

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.

### 3.12.2 Public Working Sessions.

The Board of Trustees reserves the right to hold public working sessions as needed and at such times and such places as the Trustees determine.

### 3.12.3 Special Meetings.

Special meetings of the Trustees may be held any time and any place when called by the Chairperson of the Board of Trustees or by two or more Trustees. In addition to the notice required by Section 3.12.7 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 considered reasonable and sufficient notice to a Trustee to send notice by mail at least three 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 at least 24 hours before a called meeting.

### 3.12.4 Annual Meeting.

The Trustees shall meet annually on the 4th Wednesday of June at 7:00 p.m. at a place convenient to the members of 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 Section 3.12.7 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:

3.12.4(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;

3.12.4(b) The principal changes in assets and liabilities including trust

funds, during the year immediately preceding the date of the report;

3.12.4(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;

3.12.4(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;

3.12.4(e) The capital budget and the operating budget for the Corporation's current fiscal year;

3.12.4(f) A schedule of proposed major activities for the current fiscal year; and

3.12.4(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.

### 3.12.5 Quorum.

At any meeting of the Trustees a quorum for the conduct of business by the Board of Trustees shall consist of a majority of the trustees then in office.

### 3.12.6 Action by Vote, Part 1.

Unless otherwise provided by law or these Bylaws, if a quorum is present at a meeting of the Board of Trustees, a majority of the Trustees present and voting shall decide any question including but not limited to:

3.12.6(a) Election of Officers;

3.12.6(b) Adopting a school calendar, provided that any calendar must provide for 990 hours or at least 180 days of instruction for students in grades 7 through 12 and 900 hours or at least 180 days of instruction for students in grades 1 through 6;

3.12.6(c) Adopting textbooks;

3.12.6(d) Adopting or amending the annual budget;

3.12.6(e) Creating or increasing any indebtedness;

3.12.6(f) Adopting courses of study;

3.12.6(g) Designating depositories for AGCS funds;

3.12.6(h) Entering into contracts and/or approving expenditures of any kind where the amount involved equals or exceeds \$15,000.00;

3.12.6(i) Approving expenditures equaling or exceeding \$15,000.00 on any single cash disbursement day;

3.12.6(j) The Board authorizes the Chief Financial Officer of the school to enter into contracts and/or expenditures not equal to or in excess of \$15,000.00 singly and/or not equal to or in excess of \$15,000.00 on any single cash disbursement day without seeking approval of the Treasurer and/or of the Board. Contracts and/or expenditures equaling or exceeding \$15,000.00 must be presented and given Board approval at the first meeting of the month. If any contract or payment equal to or in excess of \$15,000.00 must be authorized in advance of the next scheduled Board meeting, the Chief Financial Officer may seek the approval of the Treasurer for said expenditure, and the expenditure shall formally be approved at the next regularly-scheduled Board meeting.

3.12.6(k) Fixing salaries or other compensation of administrators, teachers or other employees of AGCS;

3.12.6(l) Entering into contracts with and making appropriations to an intermediate unit, school district, or Area Vocational/Technical School for AGCS's proportionate share of the cost of services provided or to be provided by any such entity.

### 3.12.7 Action by Vote, Part 2.

However, a majority of the Trustees currently in office is required to decide the following questions:

3.12.7(a) Appointing or dismissing school administrators;

3.12.7(b) Purchasing or selling land;

3.12.7(c) Locating new buildings or changing the locations of previously used buildings.

### 3.12.8 Open Meeting Law.

All meetings of the Board of Trustees of AGCS 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.

### 3.12.9 Conference Telephone Meetings.

One or more persons may participate in a meeting of the Board or of a committee of the Board 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 3.12.9 shall constitute presence in person at such meeting.

### 3.12.10 Real Estate Transactions.

A vote of two-thirds 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.

### 3.13 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 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.

### 3.14 Reservation of Powers.

None of the following actions may be taken by the Corporation without the prior approval of not less than two-thirds of the Board of Trustees:

3.14(a) to amend the Articles of Incorporation of the Corporation or these Bylaws;

3.14(b) to dissolve or liquidate the Corporation;

3.14(c) to merge or consolidate the Corporation;

3.14(d) to convey, sell or transfer substantially all the Corporation's assets;  
and

3.14(e) to remove Trustees (except due to lack of attendance at Board meetings, which is provided for in Section 3.15), providing that in any vote to remove a Trustee only the other Trustees shall be counted.

### 3.15 Attendance at Board Meetings.

To maintain membership in good standing on the Board of Trustees, a Trustee must not be absent from more than two consecutive full months of regular Board meetings, work sessions, or committee meetings or in any fiscal year from more than the equivalent of three months of regular Board meetings, work sessions, or committee meetings, in any combination. Upon such an absence, the Board of Trustees may affirm by a majority vote of all other Trustees currently serving on the Board that the Trustee in question has forfeited membership on the Board. The resulting vacancy may then be filled by the remaining Trustees in accordance with these Bylaws.

## Section 4 **Officers and Agencies**

### 4.1 Number and Qualification.

The Officers of AGCS shall be a President who shall also serve as the Chairperson of the Board of Trustees, a Vice President who shall also serve as Vice Chairperson of the Trustees, a Treasurer, and a Secretary. The President, Vice President, Treasurer and Secretary shall be members of the Board of Trustees.

### 4.2 Election.

The Officers shall be elected annually by the Board of Trustees at the first regular meeting of the Trustees following the annual meeting held pursuant to the provisions of Section 3.12.3 of these Bylaws. A majority of the current members of the Board of Trustees is required to elect the Officers. 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.

### 4.3 Term of Office.

The President, Vice President, Secretary, and Treasurer shall hold office for one year, until the first meeting of the Trustees following the annual meeting and until his/her qualified successor is chosen. The President,

Vice President, Secretary, and Treasurer may be reelected to their respective offices by the Board without limitation except those contained in Section 3.5 regarding Term of Office of the Trustees.

4.4 President/Chairperson.

The Chairperson 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.

4.5 Vice President/Vice Chairperson.

The Vice Chairperson of the Board of Trustees shall have and exercise all the powers and duties of the Chairperson in his/her absence or in the event of his/her inability to act as the Chairperson. The Vice Chairperson shall have such other powers and duties as may be determined by the Board of Trustees.

4.6 Treasurer.

The Treasurer shall oversee the Chief Financial Officer of AGCS. The Treasurer shall be in charge of AGCS's financial affairs, funds, securities, and valuable papers, and shall keep full and accurate records thereof. The Treasurer shall have such other duties and powers as designated by the Trustees or Chairman of the Board. The Treasurer shall oversee the efforts of the Certified Public Accountant assigned to audit the books of account of AGCS. The Treasurer is responsible for the adherence to account procedures of AGCS as recommended by the Financial Development Committee and adopted by the Board. The Treasurer shall receive all funds, including local, state and federal funds and privately donated funds. The Treasurer shall make payments out of such funds on proper orders approved by the Board of Trustees, signed by the President or Vice President of AGCS. The Treasurer may pay out of such funds on orders which have been properly signed without the approval of the Board of Trustees first having been secured for the payments of amounts owing under any contracts which shall previously have been approved by the Board of Trustees and by which prompt payment AGCS will receive a discount or other advantage.

4.7 Secretary.

The Secretary 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 AGCS. 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.

#### 4.8 Other Officers.

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

#### 4.9 Bonding of Officers and Employees.

The Treasurer and the Secretary of AGCS 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 AGCS.

### Section 5 **Academic and Administrative Head**

The Head of School of AGCS shall be the Chief Administrative Officer of AGCS and the adviser to, and executive agent of, the Board. The Head of School shall be the academic and administrative head of AGCS and shall have full responsibility for the operation of AGCS. The Head of School shall bring to the Board such matters as are appropriate to inform the Board fully in its policy-making duties. The Head of School shall be responsible to the Board, and shall serve ex officio on all Committees of the Board but shall not have the right to vote. The Head of School shall serve at the will of the Board and shall attend executive sessions of the Board on invitation by the Board.

The Head of School shall work actively to achieve the Objectives, Purposes, and Vision of AGCS as stated in these Bylaws and the other guiding principles and policies set forth in the Charter and established by the Board of Trustees.

### Section 6 **Parental Involvement**

Parental involvement and input in decision-making will be facilitated through the participation by the parents on designated committees and in special events sponsored by AGCS. Parents are defined as the parents or guardians of students enrolled in and attending AGCS.

### Section 7 **Community Involvement**

Community involvement and input in decision-making will be facilitated through the participation by community members on designated committees and in special events sponsored by AGCS. A community member is defined as a resident of the Commonwealth of Pennsylvania who is not a parent, student nor a faculty or staff member of AGCS.

## Section 8 **Removal of Officers and Trustees**

### 8.1 Removal of an Officer by the Board of Trustees

Any elected or appointed Officer may be removed from his or her office for failure to perform or for conduct detrimental to AGCS by a majority vote of those members of the Board of Trustees currently in office. The Board of Trustees may vote to remove an Officer at any Regular, Special, or Annual Meeting.

### 8.2 Removal of a Trustee from the Board by the Board of Trustees

Any Trustee may be removed from the Board for failure to perform or for conduct detrimental to AGCS by a two-thirds vote of the Board of Trustees, after thirty days' written notice to the Trustee in question. The Trustee 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. This procedure is not necessary to remove a Trustee who has not met his or her duty to attend regular Board meetings, work sessions, or committee meetings, as defined in Section 3.15; such a Trustee may be removed from the Board under the terms and procedures laid out in Section 3.15.

## Section 9 **Personal Liability**

### 9.1 Definitions.

For purposes of this Article:

9.1(a) "Corporation" means the Corporation 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;

9.1(b) "Liability" means any compensatory, punitive or other damages, judgment, amount paid in settlement, fine, 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;

9.1(c) "Indemnified Capacity" means any and all past, present and future service by a Representative in one or more capacities:

9.1(c)(i) as a trustee, officer, employee or agent of the Corporation, or

9.1(c)(ii) at the request of the Corporation, as a director, trustee, officer, employee, agent, 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;

9.1(d) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, and whether formal or informal, and whether brought by or in the right of the Corporation, or otherwise; and

9.1(e) "Representative" means any person who (i) serves or has served as a trustee, 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 9.

## 9.2 Indemnification.

Subject to the subsequent provisions of this Section 9.2 and of Section 9.3, 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 9.2 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 9.2 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.

Unless ordered by court, any indemnification of a Representative under preceding provisions of this Section 9.2 shall be made by the Corporation 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. Such determination shall be made by the Board of Trustees.

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.

If a Representative is entitled to indemnification under this Section 9.2 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.

9.3 Limitation on Indemnification.

Notwithstanding any other provision of this Section 9, the Corporation shall not indemnify a Representative under this Section 9 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 intervenor 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.

9.4 Advancement of Expenses.

The Corporation shall pay, in advance of the final disposition of a Proceeding described in Section 9.2 or the initiation of or participation in a Proceeding authorized under Section 9.3, 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 9.

9.5 Insurance.

To effect, secure or satisfy the indemnification and contribution obligations of the Corporation, whether under this Section 9 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, officers and trustees, and shall not be subject to avoidance or voidability.

9.6 Payment of Expenses.

A person who is entitled to indemnification or advancement of expenses from the Corporation under this Section 9 shall receive such payment or advancement promptly after the person's written request therefor has been delivered to the secretary of the Corporation.

9.7 Interpretation.

The provisions of this Section 9 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 9. The rights granted by this Section 9 shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Section 9 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 9 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.

9.8 Proper Reliance.

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

9.8(a) one or more officers or employees of AGCS whom such Indemnified Representative reasonably believes to be reliable and competent with respect to the matter presented;

9.8(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

9.8(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.

9.9 Binding Effect.

All rights to indemnification under this Section 9 shall be deemed a contract between AGCS and the Indemnified Representative pursuant to which AGCS and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification of this Section 9 shall be prospective only and shall not affect any right or obligations then existing.

9.10 Non-exclusive Remedy.

The indemnification of Indemnified Representatives, as authorized by this Section 9, 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 9 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.

9.11 Indemnified Representative.

Each person who shall act as an Indemnified Representative of AGCS shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Section 9.

**Section 10 Execution of Instruments**

10.1 General.

All contracts, deeds, leases, bonds, notes, checks, drafts, and other instruments authorized to be executed by an Officer of AGCS shall be signed by the President and Treasurer of the Board of Trustees, except as the Trustees may generally or in particular cases otherwise determine. Any recordable instrument purporting to effect an interest in real estate that is executed in the name of AGCS 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, Bylaws, or votes of the Board of Trustees.

10.2 Guarantees.

AGCS shall make no contracts of guarantee without the affirmative vote of two-thirds of the members of the Trustees then in office.

## Section 11 **Dissolution**

Upon revocation or non-renewal of AGCS's Charter, AGCS shall be dissolved. After disposition of or making provision for the payment of all liabilities and obligations of AGCS, any remaining assets shall be distributed on a proportional basis to the public, nonprofit school entities with students enrolled in AGCS for the last full or partial year of AGCS.

## Section 12 **Amendments**

These Bylaws may be altered, amended, repealed and replaced by new Bylaws by a four-fifths vote of all the current members of Board of Trustees at any annual or called special meeting of the Board of Trustees provided that notice shall be given in the notice of the meeting that a change to the Bylaws will be proposed at that meeting.

## Section 13 **Rules of Procedure**

The proceedings and deliberations of AGCS 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 14 **Nondiscrimination**

In administering its affairs, including admissions, hiring and operation, the Board and AGCS shall not discriminate on the basis of race, color, religion, national or ethnic origin, disability, sex, sexual orientation or age.

## Section 15 **Employment or Contractual Relationship with Charter School**

AGCS shall not employ or otherwise enter into any contractual relationship with any individual (or any entity in which such individual has an ownership interest) whereby AGCS may be obligated to make payments to such individual (or entity) until twelve consecutive calendar months after such individual's service as an officer or member of AGCS's Board of Trustees has terminated.

## Section 16 **Dues**

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

*Adopted this 20th day of June, 2023*

