

GREEN WOODS CHARTER SCHOOL
A Pennsylvania Non-Profit Corporation
BY-LAWS
REVISED AND APPROVED BY THE BOARD AUGUST 2009

ARTICLE 1 – POWERS AND PURPOSE

1.1 Purpose. Green Woods Charter School (the “School”) is a Pennsylvania non-profit corporation created to operate a charter school in accordance with the Charter School Law, 24 P.S. §17-1701-A *et seq.* and as it may be amended from time to time.

1.2 Limitations. This School is organized exclusively as a charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended, including for such purposes the making of distributions to organizations that qualify as exempt organizations under said Section or other similar Sections of the Code or the corresponding provisions of any subsequent laws. The School shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

1.3 Restrictions on Earnings. No part of the net earnings of the School shall inure to the benefit of, or be distributable to its Trustees, members, trustees, officers or other private persons, except that the School shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as set forth herein. No substantial part of the activities of the School shall be directed toward an attempt to influence legislation and the School shall not participate in any political campaign on behalf of any candidate for public office.

1.4 Dissolution. In the event of the dissolution of this School, all remaining assets shall, after payment or provision for payment of all liabilities of the School, be distributed exclusively for the purposes of this School or to such organization which shall at that time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. In the event of any assets not so disposed of, they shall be disposed of by the Court of Common Pleas in the county in which the principal office of the School is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, and in no manner shall revert back to the incorporators, Trustees or officers of the organization or to their individual benefit.

1.5 Non-Member Corporation. The School shall have no members. Any provision of the Pennsylvania Nonprofit Corporation Law or any other provision of law requiring notice to, the presence, vote or consent of, or other action by, members of the School shall be satisfied by notice to, the presence, vote or consent of, or other action by the Board of Trustees.

ARTICLE 2 – BOARD OF TRUSTEES

2.1 General Powers. All powers vested by law in the School shall be exercised by or under the authority of, and shall be managed under the direction of, a Board of Trustees. The Board shall be responsible for the orderly pursuit of the philosophy of the School. It shall investigate, inform, and recommend action at the meetings of the Board of Trustees. It may

exercise all such powers of the School and do all such lawful acts as are not by statute or by the Articles of Incorporation or these By-Laws prohibited or required to be done otherwise. The Board of Trustees may adopt Policies and Procedures governing the conduct, affairs and operations of this School and the Board of Trustees from time to time in accordance with these By-Laws.

2.2 Number of Trustees. The Board of Trustees shall consist of nine (9) voting Trustees and one (1) non-voting Trustee. The non-voting Trustee shall not be included in determining the existence of a quorum.

2.3 Classes and Terms of Trustees.

(a) The one (1) non-voting Trustee shall be appointed by the Board of Directors of the Schuylkill Center for Environmental Education (“SCEE”) upon written notice to the School. The SCEE appointment to the Board of Trustees is subject to the approval of the other Board of Trustees, which approval will not be unreasonably withheld. This Trustee shall serve at the pleasure of the SCEE and may be removed by the SCEE at any time and for any reason on notice to the School. This Trustee may also be removed in accordance with these By-Laws and is subject to all other applicable provisions of these By-Laws unless stated specifically to the contrary. This Trustee shall not participate in any Executive Session relating to any transaction of whatever nature between the School and the SCEE, including but not limited to lease or service contract negotiations, or the School’s budget.

(b) The current members of the Board of Trustees and the applicable expiration dates of the terms are hereby confirmed as follows:

- (a) Kevin Godshall – Term ends June 2009.
- (b) Matt McClure – Term ends June 2009.
- (c) Barry Sunshine – Term ends June 2010.
- (d) Joan Carr – Term ends June 2010.
- (e) Tom Schrand – Term ends June 2010.
- (f) Dennis Winters – Term ends June 2011.
- (g) Dennis Wesley – Term ends June 2011.
- (h) Julie Stapleton Carroll – Term ends June 2011.
- (i) Rick Meketon – Term ends June 2012.

Except as set forth above, Board member terms shall be three (3) year terms, beginning July 1 and concluding June 30 three years later. The terms shall be staggered so that each year three positions expire. When a term expires, a new term automatically begins. If, at the expiration of a Trustee’s term, no replacement Trustee is appointed and the current Trustee does not formally resign, then the current Trustee shall continue to serve as a member of the Board of Trustees until a replacement is appointed as provided in these By Laws. The newly appointed Trustee will then serve for the remainder of the three (3) year term. A Board member appointed to complete the remainder of a term vacated by a Board Member by resignation may be appointed for up to two additional three year terms, but other than that circumstance, no Board member may be appointed for more than two three year terms.

(c) The Board of Trustees shall consist of at least, but not limited to, three (3) individuals who are otherwise qualified to serve as Trustees and are a parent or legal guardian of a student currently enrolled in the School and who has attended the School for a minimum of one academic year. In addition, the Board of Trustees shall give priority consideration to the appointment of a Founder to the Board of Trustees, who is otherwise qualified and eligible to

serve in that capacity, should there be a vacant position on the Board, and the Founder has submitted a written request to the Board President showing interest in filling the vacant Board seat.

2.4 Qualification of Trustees.

- (a) Each Trustee shall be a natural person, at least 18 years old.
- (b) No individual shall be eligible to serve as a Trustee if: (i) such individual's spouse then serves as a Trustee; or (ii) if such individual is the parent or legal guardian of a student who has another parent or legal guardian currently serving as a Trustee.

2.5 Resignation. If a Trustee ceases to meet the requirements to qualify as a Trustees—as provided by these By-Laws, such Trustee shall resign from the Board of Trustees within thirty (30) days of the event giving rise to the termination of such qualification. In all other circumstances, Trustees may resign upon written notice to the Board of Trustees.

2.6 Limitation on Trustee Activities. No Trustee shall as a private person engage in any business transaction with the School, be employed in any capacity by the School or receive from the School any pay for services rendered to the School. Any Trustee who engages in any of the foregoing shall be deemed to have resigned from the Board of Trustees. The one (1) non-voting Trustee, by virtue of his or her being employed or affiliated with the SCEE, will not be considered to be a private person engaged in a business transaction with the School.

2.7 Vacancies. Vacancies in the Board of Trustees, including vacancies resulting from an increase in the number of Trustees, shall be filled by a majority vote of the members of the Board, and each person so elected shall be a Trustee to serve for the balance of the unexpired three (3) year term and until his or her successor is elected.

2.8 Removal of Trustee.

- (a) Any Trustee may be removed upon the affirmative vote of two-thirds (2/3) of the Board of Trustees for any of the following reasons:
 - (i) Failure of a Trustee to perform his or her duties under the Charter School Law, 24 P.S. §17-1701-A *et seq.* and as it may be amended from time to time;
 - (ii) Failure to comply with any requirement or limitation imposed by these By-Laws;
 - (iii) Conviction of a felony;
 - (iv) Finding of incompetency or insanity by order of a court of competent jurisdiction;
 - (v) Failure to attend three (3) meetings of the Board of Trustees in any twelve (12) month period; or
 - (vi) Engaging in public conduct of such a nature as to be materially detrimental to the School and/or its purposes.
- (b) Any member of the Board may be removed without assigning cause by a three-fourths (3/4) majority vote of the Board of Trustees.
- (c) No member of the Board shall be removed unless at a special meeting called for that stated purpose upon ten (10) days written notice thereof.
- (d) In the event a Trustee is removed in accordance with this Section, the Trustee shall be deemed to have resigned from any position held as an officer of the School.

2.9 Meetings. Meetings of the Board of Trustees shall be held at such times and places as the Board of Trustees may determine from time to time.

2.10 Action by Unanimous Consent. No action may be taken by unanimous consent rather than at a public meeting if such action would violate any statute, ordinance, rule or regulation governing the School.

ARTICLE 3 – OFFICERS

3.1 General Provisions. The executive officers of the School shall be chosen by the Board of Trustees and shall be a President, Vice President, Secretary and Treasurer. At least two of these positions must be held by Trustees who are parents or legal guardians of students currently enrolled in the School and who have attended the School for a minimum of one academic year. The Board of Trustees may also choose such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall have such authority and shall perform such duties as are provided herein, or as prescribed from time to time by the Board of Trustees. Any officer may be removed by a majority vote of the Board of Trustees whenever, in its judgment, the best interest of the School will thus be served. No individual shall hold more than one office at a time, except that of Trustee.

3.2 Term. The executive officers of the School shall hold office for two year(s) and until their successors are chosen and have qualified. An executive officer may be removed from office on the same grounds as set forth in Section 2.8 of these By-Laws.

3.3 President. The President must be a natural person of full age. The President shall: (a) preside at all meetings of the Board of Trustees; (b) shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Board of Trustees to delegate any specific powers, except such as may be by statute exclusively conferred upon the President or to any other officer or officers of the School; and (c) have the authority to execute bonds, mortgages and other contracts as may be authorized or directed by the Board of Trustees from time to time.

3.4 Vice President. Except as otherwise ordered by the Board, the Vice President shall have and exercise such powers and duties as from time to time may be conferred upon him or her by the Board of Trustees or by the President. At the request of the President or in the absence or disability of the President, the Vice President shall have and exercise the powers and duties of the President.

3.5 Secretary. The Secretary must be a natural person of full age and shall attend all sessions of the Board and act as clerk thereof, and record all the votes of the School and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Trustees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board of Trustees or President, under whose supervision she or he shall be. The Secretary shall keep in safe custody the corporate seal of the School, if any, and when authorized by the Board, affix the same to any instrument requiring same.

3.6 Treasurer.

(a) The treasurer may be a corporation, but if said Treasurer is a natural person, he or she shall be of full age, and shall have custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the School,

and shall keep the monies of the School in a separate account to the credit of the School.

(b) The Treasurer is designated to receive all funds, including local, state and federal funds and privately donated funds. The Treasurer shall make payment out of the Corporate funds on proper orders approved by the Board of Trustees, signed by the President or Vice President of the Board. The Treasurer may pay out such funds on orders which have been properly signed without the approval of the Board 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 the School will receive a discount or other advantage.

ARTICLE 4 – DISMISSAL OF EMPLOYEES

4.1 Procedures for Dismissal of Employees. Subject to any applicable contractual obligations, employees of the School are employed “at will” and either the School or the employee can terminate the employment relationship at any time, with or without cause. When the School has initiated the termination, an employee must be given a thirty (30) day notice of dismissal action in written form, issued by the Board of Trustees, or its designated agent. The 30-day notice period does not entitle the employee to be paid during this time if he or she is not working. The Board of Trustees will determine whether dismissal is in accord with any contract with the employee. This process will be in executive session when permissible under the law.

ARTICLE 5 – INDEMNIFICATION

5.1 Indemnification. To the extent allowed by law, the School shall indemnify each person who is or was a Trustee or officer of the School, or of any other corporation, partnership, joint venture, trust or other enterprise which such individual served as such at the request of the School, against any and all liability and reasonable expense that may be incurred by such individual in connection with or resulting from any claim, action, suit, or proceeding (whether brought by or in the right of the School or such other corporation or otherwise), civil or criminal or in connection with an appeal relating thereto, in which such individual may become involved, as a party or otherwise, by reason of his being or having been a Trustee or officer of the School or of such other corporation, partnership, joint venture, trust or other enterprise, or by reason of any past or future action taken or not taken in such individual’s capacity as such Trustee or officer, whether or not such individual continues to be such at the time such liability or expense is incurred, unless such person has breached or failed to perform the duties of his or her office which, for officers and Trustees, shall be as defined in Section 8363 of the Trustees’ Liability Act and such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

5.2 Definitions. As used in this subsection, the terms “liability” and “expense” shall include, but shall not be limited to, counsel fees and disbursement and amounts of judgments, fines or penalties. The termination of any claim, action, suit or proceeding, civil or criminal, by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or nolo contendere, or its equivalent, shall not create a presumption that a Trustee or officer did not meet the standards of conduct set forth in Section 5.1, except where there shall have been a judgment rendered by a court specifically finding that the action or conduct of such Trustee or officer constituted self-dealing, recklessness or willful misconduct. Any such Trustee or officer referred to in this subsection who has been wholly successful, on the merits

or otherwise, with respect to any claim, action suit or proceeding of the character described above shall be entitled to indemnification as of right.

5.3 Advance of Expenses and Costs. Expenses incurred with respect to any civil or criminal action, suit or proceeding may be advanced by the School prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount if it shall ultimately be determined that he is not entitled to indemnification under this subsection. The rights of indemnification provided in this subsection shall be in addition to any rights to which any person concerned may otherwise be entitled by contract or as a matter of law, and shall inure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE 6 – SUPPLEMENTAL PROVISIONS

6.1 Amendments. These By-Laws may be amended or repealed by at least a two-thirds (2/3) vote of the Trustees entitled to cast a vote at any regular or special meeting of the Trustees, duly convened after ten (10) days written notice to the Trustees of that purpose. Notice of a proposed amendment must be sent to every member of the Board at least seven days in advance of any meeting at which the proposed amendment is to be considered.

6.2 Fiscal Year. The fiscal year of the School shall be from July 1st to June 30th of the following year.

6.3 Annual Audit. An annual school audit shall be conducted according to the requirement of Article 24 of the School Code of 1949 and the Charter School Law.