Achievement House
CYBER CHARTER SCHOOL

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AMENDED AND RESTATED
BYLAWS
OF
ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL
102 Pickering Way, 2nd Floor
Exton, PA 19341

Section 1. Name, Objects and Purposes, Corporate Status, Mailing Addresses Corporate Seal, and Fiscal Year

1.1 Name. The name of this nonprofit corporation shall be ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL, hereafter referred to as the "Charter School."

1.2 Objectives and Purposes. The objectives and purposes of the Charter School are:

1.2.1 To provide quality public education for children without regard to race, color, ethnic origin, religion, disability, sex or sexual orientation and to advance the interests of public-school students through the promotion, advocacy, and operations of a cyber charter school that provides instruction through the Internet or other appropriate c means.

1.2.2 To stimulate the development of innovative programs in public education.

1.2.3 To provide opportunities for innovative learning and assessments.

1.2.4 To provide parents and students with greater options in choosing a public school.

1.2.5 To hold teachers, parents, and school administrators accountable for the student educational process. The mission of the Charter School is Achievement House Cyber Charter School students will experience an improved individual outcome, measured by academic achievement, in a personalized and rich learning environment that prepares them for success in a technology-driven world.

1.3 Corporate Status. 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 its objectives and 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.

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

ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL
102 Pickering Way, 2nd Floor
Exton, PA 19341

The Board of Trustees may change this address as necessary.

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

1.6 Corporate Seal. The Trustees may adopt and alter the corporate seal. The Chief Executive Officer and their designee(s) are authorized to use the seal in the official capacity of their role(s).

Section 2. Membership

Unless or until the Articles of Incorporation of the corporation 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.

Section 3. Board of Trustees

3.1 Composition. Each Trustee shall be a natural person at least 21 years of age who is a resident of Pennsylvania. At least one member of the board of trustees shall be a parent of a child currently attending the charter school but is only eligible to be the parent representative for the board so long as the child attends the charter school. The Board of Trustees shall be comprised of not less than five (5) nonrelated members and not more than nine (9) nonrelated members each of whom shall be twenty-one (21) years of age or older (each a "Trustee" and together, the "Trustees").

3.2 Election of Trustees. Nominations shall be placed before the Charter School Board of Trustees as needed at any regularly scheduled or special meeting open to the public. Nominations may be made by the Nominating Committee or by any Trustee. The Trustees will cast an open, public ballot. A simple majority of a quorum is required for election. Upon request by the Charter School, Trustee nominees shall submit their curriculum vitae/resume, background clearances, and letters of reference.

3.3 Term. The terms of the Trustees are staggered so that the terms of no more than one-third of the Trustees expire in any one year. Unless otherwise determined by a 2/3 vote of the Board, the term of office of each Trustee shall be for a period effective at the Annual Meeting upon appointment and qualification and ending three years after the expiration of the term, which such Trustee is appointed to fill, or until a successor is duly elected. Trustees may serve multiple terms on the Board.

3.4 Tenure. Each Trustee, after the initial Trustees, shall hold office for three years, unless the Trustee dies, resigns, is removed, or becomes disqualified.

3.5 Limitations Required for Board Service. No Trustee shall, during his or her tenure as a Trustee, serve as an elected or appointed school board member (or any similar governing body) of any Pennsylvania School District or be an employee or officer of any education management company that is actively serving the corporation.

3.6 Required Documents. Each Trustees shall provide an annual Statement of Financial Interest Form (Pennsylvania Ethics Commission Form) to the Charter School, the State Ethics Commission, and the Pennsylvania Department of Education and shall be in compliance with volunteer background check clearances, as required by applicable law. Failure to provide any or all of these documents shall be ground for

removal from the Board of Trustees. Trustees shall comply with all standards of conduct outlined in these Bylaws and any written policies of the Board of Trustees.

3.7 Removal of Trustees. Trustees may be removed for any reason by a two thirds vote of all Trustees then in office. A Trustee who fails to perform his or her duties as outlined in the Charter School Law shall be removed from the Board of Trustees by a two thirds vote of all Trustees then in office.

3.8 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.

3.9 Vacancies.

(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.

(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.

3.10 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 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 the ultimate responsibility to determine general, academic, financial, personnel and related policies deemed necessary for the administration and development of the Charter School in accordance with its stated purposes and goals. More specifically, the Board's authority shall be, without limitation:

(a) to approve policies and procedures regarding employment, including but not limited to, appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;

(b) to adopt the curriculum or courses of study and textbooks;

(c) to authorize the acquisition, management, and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction, renovation, and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A (10) of the Public-School Code of 1949, as amended 24 P.S. §17-1715-A;

(d) to approve institutional documents and policy statements at the Board's discretion to assure compliance with the Articles of Incorporation, Bylaws, Charter, and Board Policy;

(e) to sue and be sued, complain and defend and participate as a party or

otherwise, but only to the same extent and upon the same condition that political subdivisions and local agencies can be sued;

(f) to make contracts and leases for the procurement of services, equipment and supplies;

(g) to incur temporary debts in anticipation of the receipt of funds;

(h) to solicit and accept any gifts or grants for Charter School purposes;

(i) to establish the annual academic calendar;

(j) to adopt and approve the annual budget and to make revisions therein;

(k) to establish enrollment policies and procedures;

(l) to adopt and approve policies and procedures to assess student achievement;

(m) to approve or ratify all contracts as determined by the policy on contracting;

(n) to be final arbiter of all disciplinary matters;

(o) to authorize any annual audit by an independent certified public accountant;

(p) to fix the salary or other compensation of the Chief Administrative Officer, Principal, teachers, and other employees of the Charter School;

(q) to approve all personnel actions;

(r) to designate depositories of Charter School funds;

(s) to have and exercise all of the powers and means appropriate to affect the purpose or purposes for which the Charter School is chartered; and

(t) to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and consistent with the Charter School Law.

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

3.11.1 Permanent Committees. Permanent committees may be formed to handle on-going business of the Charter School. These committees may include:

a) Nominating Committee. The Nominating Committee shall consist of three Trustees. At least 180 days before the annual meeting of the Charter School, the Board of Trustees will appoint a Nominating Committee. At least 30 days before the annual meeting of the Charter School, the Nominating Committee

will present to the Board of Trustees eligible candidates for the board. A new Nominating Committee will be appointed each fiscal year.

b) Finance Committee. The Finance Committee shall prepare and present a proposed financial budget to the Board of Trustees and prepare and implement a system of internal fiscal controls.

c) Academic Assessment Curriculum Committee. The Academic Assessment Curriculum Committee shall 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.

d) Administrative Services Committee. The Administrative Services Committee shall establish a disciplinary policy for the school and review and recommend revisions of the disciplinary policy as necessary. This committee will hear, or appoint a hearing examiner to hear, any disciplinary appeals made by the students, with either the Committee or the hearing examiner to recommend to the Board final disposition of such appeals.

e) Audit Committee. The Board shall constitute an Audit Committee as required by Charter School Law, which will review a thorough, certified audit of the School's operations at the close of each fiscal year. The audit will be conducted by a qualified independent certified public accountant. The audit will be conducted under generally accepted audit standards of the Governmental Accounting Standards Board and comply with the audit requirements included in law.

f) 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.

3.11.2 Alternative Committee Member. The Board of Trustees may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not those person or persons constitute a quorum, may unanimously appoint another Trustee to act at the meeting in the place of any absent or disqualified member.

3.12 Adoption and Modification of Policies. The Trustees will vote on CEO-provided policy recommendations at either a regularly scheduled meeting or a specifically called meeting. A majority vote of the Members of the Board of Trustees will be required for adoption and/or modification of policies. If a majority vote is not obtained, the proposed recommendation may be returned for refinement.

3.13 Meetings

3.13.1 Regular Meeting. 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 3.10.8 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.

3.13.2 Special Meetings. Special meetings of the Trustees may be held anytime and anyplace when called by the President of the Board of Trustees or by two or more Trustees. In addition to the notice required by Section 3.10.8 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. It shall be considered reasonable and sufficient notice to a Trustee to send notice by mail, electronic mail (email), text, by telephone, other electronic communication platforms, or in person at least 24 hours before the meeting.

3.13.3 Annual Meeting. The Trustees shall meet annually on the 3rd Tuesday of July to coincide with the regular Board Meeting schedule 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 3.10.8 hereof and shall be mailed to all Trustees at each individual Trustee's usual or last known address not less than seven days prior to the date of the annual meeting. At the Annual Meeting the President and Treasurer shall present an annual report which shall set forth:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year immediately preceding the date of the report;
(b) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report;
(c) The revenue or receipts of the corporation both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation;
(d) The expenses or disbursements of the corporation, for both general and restricted purposes during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation;
(e) The capital budget and the operating budget for the corporation's current fiscal year;
(f) A schedule of proposed major activities for the current fiscal year; and;
(g) A summary of the corporation's compliance with the laws and regulations of federal, state and local governmental agencies and with

the standards, rules and regulations of the various accrediting and approval agencies.

3.13.4 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.

3.13.5 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 including election of officers, unless otherwise provided by law or these bylaws, including but not limited to, Section 3.10.7, 3.10.9 and 3.12.

3.13.6 Video and Telephone Conference Meetings. One or more Trustee and/or the School CEO may participate in a meeting of the Board or of a committee of the Board by means of video conferencing or 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 3.10.6 shall constitute presence in person at such meeting.

3.13.7 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 7 through 12;

(b) adopting textbooks and instructional materials;

(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 $500.00 (see section 10.3 for additional information about contracts);

(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.

3.14 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, FL. 388, as amended (the "Sunshine Act"). Notices of all meetings shall be given in the manner described in the Sunshine Act. Board meetings are open to the public. Pursuant to law, public meetings may be recorded by members of the public. No specific notice or permission is needed for such recording to be made.

3.15 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.

3.16 No Compensation. Trustees shall serve as Trustees without receiving any compensation for their services as Trustees. Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 Pa.C.S §1101 et seq. 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.

3.17 Reservation of Powers. None of the following actions may be taken by the Corporation without the prior approval of not less than four-fifths (4/5) of the Board of Trustees:

(a) to amend the Articles of Incorporation of the corporation 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.

3.18 Fiduciary Duty. A Board member shall stand in a fiduciary relationship to the School, and shall perform his or her duties as a Board member, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence, would use under similar circumstances. No Board member shall, as a private person, engage in any business transaction with the School of which he or she is a trustee, be employed in any capacity by the School of which he or she is a trustee, or receive from such School any pay for services rendered to the School.

Section 4. Officers and Agencies

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

4.1 Election. The officers shall be elected annually by the Board of Trustees at the annual meeting held pursuant to the provisions of Section 3.10.3 of these bylaws. 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.

4.2 Term of Office. The President, Vice President, Secretary, and Treasurer shall hold office for one year, until his/her qualified successor is chosen at the next annual meeting of the Board of Trustees. 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 President. The President of the Board of Trustees shall preside at all meetings of the Trustees, except as the Trustees shall otherwise determine; and shall have such other powers and duties as may be determined by the Trustees.

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

4.5 Treasurer. The Treasurer shall be responsible for the Charter School's financial affairs, funds, securities, and valuable papers and shall keep full and accurate records thereof. The Treasurer shall supervise the Chief Executive Officer or designee with regard to those fiscal matters assigned to the Chief Executive Officer. In the event that both the President and Vice President resign, are removed, or unable to serve for any reason, the Treasurer shall exercise the powers and duties of the President.

4.6 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 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 In the event that the President, Vice President, and Treasurer all resign, are removed, or unable to serve for any reason, the Secretary shall exercise the powers and duties of the President.

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

4.8 Chief Executive Officer (CEO). The CEO shall be the overall head of the Charter School concentrating on administrative matters and other matters assigned by the Board. He or she shall serve in an advisory capacity to the Board and shall report to the Board on all matters, including receipt refunds (including local, state, federal, and privately donated funds), enrollment of the school, 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. The CEO shall bring to the Board such matters as are appropriate to inform the Board fully in its policy-making duties. The CEO shall attend all meetings of the Board of Trustees. The CEO shall not vote at meetings, nor shall the CEO's absence or presence be counted towards reaching quorum.

4.9 Bonding of Officers and Employees. The Treasurer and the Secretary of the Charter School shall furnish a bond in such amount and with such surety as may be required, from time to time, by the Board. At the direction of the Board, any other officer or employee shall furnish a bond in such amount and with such surety as may be required by the Board. The expense of furnishing any such bond shall be paid by the Charter School.

Section 5. Fiduciary Duties

5.1 Good Faith Performance of Duties. A Trustee shall stand in a fiduciary relation to the Charter School and shall perform his or her duties as Trustee, including his or her duties as a member of any committee of the Board of Trustees upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interest of the Charter School, and with such care, including reasonable inquiry, skill, and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Trustee 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 by any of the following:

(a) one or more officers or employees of the Charter School whom the Trustee reasonably believes to be reliable and competent in the matters presented;

(b) counsel, public accountants, or other persons as to matters that the Trustee reasonably believes to be within the professional or expert competence of such person; and

(c) a committee of the Board of Trustees upon which the Trustee does not serve, duly designated in accordance with applicable law, as to matters within its designated authority, which the Trustee reasonably believes to merit confidence.

A Trustee may not be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted. In discharging the duties of their respective positions, the Board of Trustees, committees of the Board of Trustees, and individual Trustees may, in considering the best interests of the Charter School, consider to the extent they deem appropriate:

(a) the effects of any action upon employees, upon suppliers and customers of the Charter School, and upon communities in which offices or other establishments of the Charter School are located;

(b) the short-term and long-term interests of the corporation, including benefits that may accrue to the corporation from its long-term plans and the possibility that these interests may be best served by the continued independence of the corporation;

(c) the resources, intent and conduct (past, stated and potential) of any person seeking to acquire control of the corporation, and

(d) all other pertinent factors.

The consideration of these factors shall not constitute a violation of this section.

Absent breach of fiduciary duty, lack of good faith or self-dealing, any actions taken as the Board of Trustees, a committee of the Board of Trustees, or an individual Trustee or any failure to take any action shall be presumed to be in the best interest of the corporation.

5.2 Personal Liability. A Trustee shall not be personally liable for monetary damages for any action taken, or any failure to take action, unless:

(a) The Trustee has breached or failed to perform the duties of his or her office; and

(b) The breach or failure to perform constitute self-dealing, willful misconduct, or recklessness.

The provisions of this section shall not apply to:

(a) The responsibility or liability of a Trustee pursuant to any criminal statute; or

(b) The liability of a Trustee for the payment of taxes pursuant to local, state, or federal law.

Section 6. Dues

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

Section 7. Indemnification

7.1 "Representative" means any person who: (i) serves or has served as a Trustee, officer, employee or agent of the Charter School; or (ii) has been expressly designated by the Board as a Representative of the Charter School for purposes of and entitled to the benefits under this Section 7.

7.2 Indemnification. Subject to the subsequent provisions of this Section 7.2 and of Section 7.3, the Charter School shall indemnify a Representative against any Liability actually and reasonably incurred by the Representative in connection with any proceeding in which he or she may be involved as a party or otherwise by reason of the fact that the representative is or was serving in an Indemnified Capacity, including without limitation, any Liability resulting from an actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence, or act or omission giving rise to strict or products liability, except to the extent: (a) the conduct of the Representative is determined by a court to have constituted willful misconduct or recklessness; (b) the conduct of the Representative is based upon or attributable to his or her receipt from the Charter School of a personal benefit to which the person is not legally entitled; (c) the liability of a Representative is with respect to the administration of assets held by the Charter School in trust pursuant to Section 5547 of the Pennsylvania Nonprofit Corporation Law of 1988, as amended; or (d) such indemnification is expressly prohibited by applicable law or otherwise is unlawful.

The Charter School shall indemnify a Representative under the preceding provisions of this Section 7.2 only if the Representative acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Charter School and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests or the Charter School and, with respect to any criminal proceedings, had reasonable cause to believe that his or her conduct was unlawful. Action with respect to an employee benefit plan taken or omitted in good faith by a Representative in a manner that he or she reasonably believed to be in the best interests of the participants and beneficiaries of the plan shall be deemed to be action in a manner that is not opposed to the best interests of the Charter School.

The Charter School shall not indemnify a Representative under the preceding provisions of this Section 7.2 with respect to any claim, issue or matter as to which the Representative has been adjudged to be liable to the Charter School in a Proceeding brought by or in the right of the 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 Charter School's registered office is located or the court in which the action was brought determines upon application that, despite the adjudication of Liability but in view of all of the circumstances of the case, the Representative is fairly and reasonably entitled to indemnification from the Charter School for the expenses that such court deems proper.

Unless ordered by court, any indemnification of a Representative under preceding provisions of this Section 7.2 shall be made by the Charter School only upon a determination made in the specific case that such indemnification of the Representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the preceding provisions of this paragraph. Such determination shall be made 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 Charter School against expenses (including without limitation attorneys' fees and costs of Proceedings) actually and reasonably incurred by such person in connection therewith.

If a Representative is entitled to indemnification under this Section 7.2 in respect of a portion, but not all, of a Liability to which the Representative is subject, the Charter School shall indemnify the Representative to the maximum extent for such portion of the Liability.

7.3 Limitation on Indemnification. Notwithstanding any other provision of this Section 7, the Charter School shall not indemnify a Representative under this Section 7 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.

7.4 Advancement of Expenses. The Charter School shall pay, in advance of the final disposition of a Proceeding described in Section 7.2 or the initiation of or participation in a Proceeding authorized under Section 7.3, the expenses (including without limitation attorneys' fees and costs of Proceedings) incurred in good faith in connection with such Proceeding by the Representative who is involved in the Proceeding by reason of the fact that he or she is or was serving in an Indemnified Capacity. Such advancement of expenses shall be made by the Charter School upon its receipt of an undertaking, satisfactory to the Charter School, by or on behalf of the Representative to repay to the Charter School the amounts advanced by the Charter School in the event it is ultimately determined that the Representative is not entitled to indemnification under this Section 7.

7.5 Insurance. To effect, secure or satisfy the indemnification and contribution obligations of the Charter School, whether under this Section 7 or otherwise, the Charter School from time to time may self-insure, obtain and maintain insurance or letters of credit, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or give a mortgage upon or a security interest in any property of the Charter School, or use any other mechanism or arrangement, in such amounts, at such costs, and upon such other terms and conditions as and when the Board of Trustees shall determine. Absent fraud, the determination of the Board of Trustees with respect to such matters shall be conclusive against all security holders, officers and directors, and shall not be subject to avoidance or void ability.

7.6 Payment of Expenses. A person who is entitled to indemnification or advancement of expenses from the Charter School under this Section 7 shall receive such payment or advancement promptly after the person's written request therefore has been delivered to the Secretary of the Charter School.

7.7 Interpretation. The provisions of this Section 7 shall constitute and be deemed to be a contract between the Charter School and its Representatives, pursuant to which the Charter School and each such Representative intend to be legally bound. Each person serving as a Representative shall be deemed to be doing so in reliance upon the rights provided by this Section 7. The rights granted by this Section 7 shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Section 7 may be entitled under any statute, agreement, vote of Directors or disinterested Directors, 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 7 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.

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

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

(b) legal counsel, public accountants or other persons as to matters the Indemnified Representative reasonable believes are within the professional expert competence of such persons; or

(c) a committee of the Board of Trustees on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

7.9 Binding Effect. All rights to indemnification under this Section 7 shall be deemed a contract between the Charter School and the Indemnified Representative pursuant to which the Charter School and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification of this Section 7 shall be prospective only and shall not affect any right or obligations then existing.

7.10 Non-exclusive Remedy. The indemnification of indemnified Representatives, as authorized by this Section 7, 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 7shall 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.

7.11 Indemnified Representative. Each person who shall act as an Indemnified Representative of the Charter School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Section 7.

Section 8. Execution of Instruments

8.1 General. All, deeds, leases, bonds, and notes authorized to be executed by an Officer of the Charter School 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, 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's bylaws, or votes of the Board of Trustees.

8.2 Guarantees. The Charter School shall make no contracts of guarantee without the affirmative vote of two-thirds of the members of the Trustees then in office.

8.3 Contracts. For contracts of value less than the Pennsylvania public bid amount ($24,500 as of January 1, 2026) at the time of contract execution, the CEO may authorize and execute such contracts, provided the CEO secures ratification of the contract from the Board of Trustees at the next regular Board meeting. Typically, the Pennsylvania public bid amount increases annually, and the revised amount is published by the Pennsylvania Department of Labor and Industry. CEO's Authority shall be up to the limit set by the Pennsylvania Public Procurement Code

Section 9. Dissolution

Upon revocation or non-renewal of the Charter School's Charter, 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 on a proportional basis to the school entities with students enrolled in the Charter School for the last full or partial academic year of the Charter School.

Section 10. Amendments

These bylaws may be altered, amended, repealed and replaced by new bylaws by a vote of not less than four-fifths (4/5) of the Board of Trustees at any annual or called special 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 11. 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 Pennsylvania's Sunshine Act and then by Robert's Rules of Order Newly Revised.

Section 12. Nondiscrimination

In administering its affairs, including enrollment, hiring, and operation, the Board and the Charter School shall not discriminate on the basis of any status protected by Federal and/or Commonwealth laws.

Section 13. Employment or Contractual Relationship with Charter School

The Charter School 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 the Charter School may be obligated to make payments to such individual (or entity) until twelve (12) consecutive calendar months after such individual's service as an officer or member of the Charter School's Board of Trustees has terminated.

ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL
BOARD OF TRUSTEES

By: _____ _____
President Date

Attest: _____ _____
Secretary Date