

**CORPORATE
BY-LAWS**

**The Esperanza Cyber Charter School:
A Public Charter School**

ARTICLE 1. CORPORATE NAME, PURPOSE AND POWERS

Section 1. NAME.

The name of the Corporation shall be the Esperanza Cyber Charter School: A Public Charter School hereinafter referred to in these By-laws as Charter School.

Section 2. PRIMARY PURPOSE.

The Primary Purpose of the Charter School is to carry out daily educational activities on a not-for-profit and charitable basis.

Section 3. GENERAL PURPOSES AND POWERS.

The Charter School shall have the purposes and powers stated in its Articles of Incorporation and such other powers as are now or may be granted a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania.

ARTICLE 2. OFFICES AND FISCAL YEAR

Section 1. REGISTERED OFFICE.

The registered office of the Charter School in the Commonwealth of Pennsylvania shall be 4261 N. 5th Street, Philadelphia, Pennsylvania 19140.

Section 2. OTHER OFFICES.

The Charter School shall have and continuously maintain in this state a registered office, and may have other offices within or without the Commonwealth of Pennsylvania as the Board of Trustees may from time to time determine.

Section 3. FISCAL YEAR.

The fiscal year of the Charter School shall be from July 1 through June 30.

ARTICLE 3. MEMBERS.

The corporation will have no members.

ARTICLE 4. TRUSTEES

Section 1. POWERS.

The Board of Trustees shall have full power to conduct, manage and direct the business and affairs of the Charter School; and all powers of the Charter School, are hereby granted to and vested in the Board of Trustees subject to such limitations as are stated herein. 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 ("Charter") of the Charter School. The essential function of the Board shall be policy making, the assurance of sound management, and active participation in the provision of necessary funds. The Board has ultimate responsibility to determine general, academic, financial, personnel and related policies deemed necessary for the administration and development of the Charter School in accordance with its stated purposes and goals. More specifically, the Board's authority shall be, without limitation:

- a) to approve policies and procedures regarding employment, including but not limited to, appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;
- b) to adopt the curriculum or courses of study and text books;
- c) to authorize the acquisition, management and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction renovation and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A (10) of the Public School Code of 1949, as amended, 24 P.S. 17-1715-A;
- d) to approve institutional documents and policy statements at the Board's discretion to assure compliance with the Articles of Incorporation, By-Laws, 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 appoint or dismiss the Principal, Chief Executive Officer and School Administrators; as defined in Section 4.8 and 4.9;
- p) to authorize any annual audit by an independent certified public accountant;
- q) to fix the salary or other compensation of the Chief Executive Officer, teachers, and other employees of the Charter School;
- r) to approve all personnel actions;
- s) to designate depositories of Charter School funds;
- t) to have and exercise all of the powers and means appropriate to effect the purpose or purposes for which the Charter School is chartered; and
- 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 these bylaws and the Charter School Law.

Section 2. BOARD OF TRUSTEES COMPOSITION.

The Board of Trustees shall be composed of no less than three (3) and no more than fifteen (15) members. All members of the Board of Trustees shall be natural persons of full age who are committed to the purposes of the Charter School as set forth in its Articles of Incorporation and these Bylaws. The President of Nueva Esperanza, Inc. shall be an ex-officio member of the Board of Trustees.

Section 3 INITIAL BOARD OF TRUSTEES.

The initial Board of Trustees shall be appointed by the Incorporator and shall hold office until the first annual meeting of the Charter School.

Section 4. APPOINTMENT AND TERMS OF TRUSTEES.

- a) Term of Office. The Trustees appointed at the first annual meeting shall hold office for a period of one (1) year or until their successors shall be appointed and qualified. Subsequent Trustees shall also hold office for a period of one (1) year after the date of his or her appointment or until a successor has been appointed and qualified.
- b) Appointment. All Trustees and the Chairperson shall be elected by Trustees.
- c) Number of Consecutive Terms. The Trustees shall be permitted to remain on the Board for additional terms if no qualified Board members can be found.

Section 5. ORGANIZATION.

At every meeting of the Board of Trustees the Chairperson shall preside. The Vice Chairperson shall preside in the absence of the Chairperson. At every meeting the Secretary shall act as Secretary and in his/her absence the Assistant Secretary shall serve as Secretary.

Section 6. RESIGNATION.

Any Trustee may resign at any time by giving written notice to the Chairperson or Secretary of the Charter School. Such resignation shall take effect on the date of the receipt of such notice or at any latter time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. REMOVAL/VACANCIES.

- a) Board of Trustees may declare vacant the office of a Trustee whenever in the judgment of the majority of the Trustees it is in the best interest of the Charter School would be served.
- b) Failure to Organize or Neglect of Duty. The Board of Trustees shall remove any Trustee for failure to perform a majority of the duties as outlined in the 'Charter School Law.'
- c) Filling Vacancies. Should a Trustee resign from office, or in accordance with these By-laws should a vacancy be declared, or should a vacancy arise by any other cause herein specified, the Board of Trustees shall appoint a qualified person to fill the vacancy. The person so appointed shall hold office for the balance of the applicable term.

Section 8. PLACE OF MEETINGS.

- a) Meetings shall originate from the School's central location in Philadelphia, Pennsylvania through conference call or other electronic link. In the event it is not feasible to have the meeting originate from the school, meetings may originate from any location that is convenient to the Trustees that does not conflict with the requirement of the Sunshine Act.
- b) The meetings of the Board of Trustees shall be published prior to the first regular meeting of its fiscal year as Sunshine Law requires. The meetings may be held at such times and at such place(s) as a majority of the Trustees may from time to time determine, or as may be designated in the notice calling the meeting. In no event shall there be less than three (3) meetings in a year.
- c) The annual meeting of the Board of Trustees shall be held during the month of May of each calendar year.
- d) Any meeting of the Board of Trustees, with the exception of the Annual Meeting, may be held by conference telephone, or a vote may be held if each Trustee is called directly by the Chairperson and all Trustees agree to such a meeting or a vote. In the event a meeting or vote is conducted by telephone, the Secretary shall within ten (10) days of the meeting or vote provide each

Trustee with a written report of the meeting or vote. The Trustees shall acknowledge their consent to such a meeting or vote and approval or disapproval of the report by signing the report and submitting it to the Secretary. These reports shall be stored with the corporate minutes.

- e) The meetings of the Board of Trustees shall be open to the public in accordance with the Sunshine Act of Pennsylvania, as amended.
- f) All minutes, records and reports of the Board of Trustees and its committees shall be maintained by the Secretary and available for public inspection.

Section 9. NOTICE OF MEETINGS.

- a) Regular Meetings - Regular meetings of the Trustees may be held at such time and at such places as the Trustees determine. Reasonable notice must be made at the first regular meeting following the determination of the Trustees of the time and place of regular meetings.
- b) Special Meetings - Notice of every special meeting of the Board of Trustees shall be given to the public and Trustees at least 24 hours prior to the time specified for the meeting. Such notice will specify the purpose of the meeting. It shall be considered reasonable and sufficient notice to a Trustee to send notice by email or electronic mail at least three business days before the meeting, addressed to the Trustee at his or her usual or last known residence, or to give notice in person or by telephone at least 24 hours before a called meeting.
- c) Public notice is not required in the case of an emergency meeting or a conference.
- d) Unless otherwise directed, any notice required or requested shall be sent to the Trustee at his or her principal office.

Section 10. ORGANIZATION MEETING.

Immediately after each appointment of Trustees, the newly-selected Board may meet for the purpose of determining officers and committees, and the transaction of other business, at the place where the appointments were held. In the event that such meeting immediately follows the appointment of the Board, notice of this meeting is not required. The organization meeting may, nevertheless, be held at any other time or place in which case notice shall be given as provided in Section 9 of these By-Laws.

Section 11. QUORUM AND VOTING.

- a) Quorum. A simple majority of the Trustees in office must be present at a meeting, in order to constitute a quorum which shall be necessary for the purpose of conducting business.
- b) Voting. All votes, except as otherwise required pursuant to these By-Laws, shall require a majority of those present to pass a motion.
- c) Number of Votes. Each Trustee including ex-officio members shall be entitled to one (1) vote.

Section 12. ANNUAL REPORT OF TRUSTEES.

The Board of Trustees shall present, at the annual meeting of the Board, a report verified by the President and Treasurer showing in appropriate detail the following in writing:

- a) The assets and liabilities of the Charter School as of the end of that fiscal year.
- b) The revenue and liabilities of the Charter School, both unrestricted and restricted to particular purposes, as of the date of the Annual Meeting.
- c) The number of Trustees of the Charter School as of the date of the report, together with a statement of increase or decrease in such number during the year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current Trustees and of their representatives may be found.
- d) Any additional information required by applicable law or by the Secretary of the Department of Education, in accordance with §1728-a. (B) of the 'Charter School Law'.

Section 13. COMPENSATION.

Trustees may receive no pay, fees or compensation for their service on the Board, but may receive honorarium. Trustees shall be reimbursed for reasonable expenses incurred in the course of fulfilling their Board obligations, including costs of travel, if the Charter School has the funds available.

Section 14. PROHIBITION OF EMPLOYMENT AND BUSINESS TRANSACTIONS.

No Trustee shall as a private person engage in any business transaction with the Charter School, be employed in any capacity by the Charter School, or receive from the Charter School any pay for services rendered to the Charter School.

ARTICLES. COMMITTEES

Section 1. COMMITTEES.

The Board of Trustees may, by resolution adopted by a majority of the Trustees in office, establish committees, each of which shall consist of two or more Trustees of the Charter School. Non-Trustees shall also be permitted to sit on committees and vote. Such committees shall have and exercise only the power and authority specifically prescribed and granted by the Board of Trustees in the resolutions establishing them. Committees may only make recommendations to the Board of Trustees. No committee, shall have the power and authority to:

- a) Fill vacancies in the Board of Trustees;
- b) Adopt, amend or repeal these By-laws; or
- c) Amend or repeal any resolution of the Board of Trustees.

ARTICLE 6. OFFICERS

Section 1. NUMBER AND DESIGNATION.

The officers of the Charter School shall be a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer.

Section 2. TERMS AND QUALIFICATIONS.

The officers shall be natural persons and must be a Trustee. The terms of each office shall be one (1) year or until a successor is appointed.

Section 3. RESIGNATION.

Any officer may resign at any time by giving written notice to the Board of Trustees, or to the Chairperson or the Secretary of the Charter School's Board of Trustees. Any such resignation shall take effect on the date of the receipt of such notice or any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. REMOVAL.

Any officer of the Charter School may be removed from his/her status as an officer by the Trustees whenever in the judgment of the Board of Trustees the best interests of the Charter School would be served thereby.

Section 5. VACANCIES.

Any vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Trustees for the unexpired portion of the term.

Section 6. THE CHAIRPERSON.

The Chairperson shall have responsibility for presiding at all meetings of the Board of Trustees. The Chairperson shall also be responsible for establishing the agenda in advance of the meeting, and providing the necessary written reports or documents needed for the agenda and providing written notification of the agenda in the manner required by these By-Laws.

Section 7. THE VICE-CHAIRPERSON

The Vice-Chairperson shall preside at meetings of the Board of Trustees in the absence of the Chairperson.

Section 8. THE SECRETARY.

The Secretary shall attend all meetings of the Board of Trustees and shall record all the votes of the Trustees in a book or books to be kept for that purpose; shall ensure that all records and reports are properly kept and filed by the Charter School as required by law; shall be the custodian of the seal of the Charter School and see that it is affixed to all documents to be executed on the Charter School's behalf under its seal; and, in general, shall perform all duties incident to the office of the Secretary, and such other duties as may from time to time be assigned by the Board of Trustees or the President. The Secretary shall also be responsible for receiving notice of requested guests and/or staff to meetings of the Board.

Section 9. THE TREASURER.

The Treasurer shall have or provide for the custody of the funds or other property of the Charter School and shall keep a separate book account of the same to the credit of the Charter School; shall collect and receive or provide for the collection and receipt of money due to or received by the Charter School; shall deposit all funds in his/her custody

as Treasurer in such bank or other places of deposit as the Board of Trustees may from time to time designate; shall, whenever so required by the Board, render an account showing his/her transactions as Treasurer, and the financial condition of the Charter School; and, in general, shall discharge such other duties as may from time to time be assigned by the Board of Trustees.

The Treasurer shall receive all funds on behalf of the Charter School, including local, state and federal funds and privately donated funds. The Treasurer shall also make payments out of the same on proper orders approved by the Board of Trustees, signed by the Chairperson or Vice Chairperson of the Board. The Treasurer may payout such funds on orders which have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the Board, and by which prompt payment the Charter School will receive a discount or other advantage.

ARTICLE 7. CHECKS, BANK ACCOUNTS AND FINANCIAL MATTERS

Section 1. CONTRACTS.

The Board of Trustees may authorize any officer or officers, agent or agents of the Charter School, in addition to the officers as authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Charter School, and such, authority may be general or confined to specific instances. All contracts in excess of \$250 or other lesser amount required by applicable law shall be approved by the Board of Trustees. All contracts in excess of \$1,500 must be reviewed and approved by Legal Counsel.

Section 2. CHECKS.

All checks or demands for money and notes of the Charter School must be signed by two individuals who are the Chief Academic Officer of the Charter School; or the Treasurer of the Board of Trustees, or the chairperson of the Charter School.

Section 3. DEPOSITS.

All funds of the Charter School shall be deposited from time to time to the credit of the Charter School in such banks, trust companies or other depositories as the Board of Trustees may approve or designate, and all such funds shall be withdrawn only upon checks signed in accordance with the requirements of Section 7.2 of this article. All checks and or cash received by the Charter School must be deposited within three (3) business days of receipt of such funds.

Section 4. GIFTS.

The Board of Trustees or such other persons as they may authorize may accept on behalf of the Charter School any contribution, gift, bequest or device for the general purposes or for any specific purpose or the Charter School.

Section 5. BUDGET.

All funds of the Charter School shall be set forth in an Annual Budget. The Board of Trustees of the Charter School shall review and approve an annual budget.

ARTICLE 8. MISCELLANEOUS

Section 1. CORPORATE SEAL.

The Charter School shall have a seal in the form of a circle, inscribed thereon the name of the Charter School. The year of its organization and the words "Corporate Seal, Pennsylvania," and such other details as may be provided by the Board of Trustees.

Section 2. AMENDMENT OF BYLAWS.

The Board of Trustees of the Charter School may recommend the amendment or repealed of these By-Laws. Or new By-Laws may be recommended by an affirmative vote of two-thirds of the Board of Trustees of the Charter School in office at any regular or special meeting of the Board of Trustees.

Such proposed amendment, repeal, or new By-Laws, or summary thereof, shall be set forth in any notice of such meeting, whether annual, regular or special, at which action will be taken by the Board of Trustees, and shall state the reason for such proposed change.

Section 3. BOOKS AND RECORDS.

The Charter School will keep at its registered office or principal place of business: a) correct and complete books and records of financial accounts; b) minutes of the

proceedings of its Board of Trustees, and committees; c) the original or a copy of its Articles of Incorporation and By-Laws, including amendments to date certified by the Secretary of the Charter School; and d) the original copy of the Charter School's charter and amendments thereto.

All books and records of this Corporation may be inspected by any Trustee (or his/her agent or attorney) for any proper purpose at any reasonable time on written demand under oath stating such purpose.

Section 4. DISMISSAL OF EMPLOYEES

If problems occur with Charter School employees such that the Charter School Chief Academic Office believes the employee must be fired, the Chief Academic Officer may terminate such employee.

Section 5. COMMITMENT TO NONDISCRIMINATION

The School shall comply with all applicable federal, state, and local laws rules and regulations, including without limitation, all laws prohibiting discrimination on the basis of disability, age, race, creed, color, gender, sexual orientation, national origin, religion or ancestry.

Section 6. NONRELIGIOUS, NONSECTARIAN STATUS

The School agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school.

Section 7. COMPENSATION

Trustees shall not receive compensation for their service on the Board of Trustees. However, by resolution the Board may reimburse any Trustee for reasonable expenses incurred in furtherance of his or her duties as a Trustee.

Section 8. OATH OF OFFICE

Every Trustee, upon being appointed to the Board of Trustees, shall take the following oath:

“I do solemnly swear (or affirm) that I will support obey and defend the Constitution of the United States, and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity.”

ARTICLE 9. DISSOLUTION

In the event that the Corporation shall be dissolved or wound up at any time, then all of the properties, monies, and assets of the Corporation remaining after provision has been made for payment of its known debts and liabilities as provided by law, shall be distributed on a proportional basis to the school districts with students enrolled in the Corporation for the last full or partial academic school year of the Corporation. No private individual shall share in the distribution of any corporate assets upon dissolution of the Corporation.

ARTICLE 10. LIMITATION OF PERSONAL LIABILITY OF TRUSTEES; INDEMNIFICATION OF TRUSTEES, OFFICERS AND OTHER AUTHORIZED REPRESENTATIVES

Section 1. LIMITATION OF PERSONAL LIABILITY OF TRUSTEES.

A Trustee of the Charter School shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

- a) the Trustee has breached or failed to perform the duties of his or her office as declined in Section b below: and
- b) the breach or failure to perform constitutes self dealing, willful misconduct or recklessness. The provisions of this Section shall not apply to:
 - 1) the responsibility or liability of a Trustee pursuant to any criminal statute; or
 - 2) the liability of a Trustee for the payment of taxes pursuant to local, state or federal law.

Section 2. STANDARD OF CARE AND JUSTIFIABLE RELIANCE.

- a) A Trustee of the Charter School shall stand in a fiduciary relationship to the Charter School, and shall perform his or her duties as a Trustee, 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 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 or presented by any of the following:

- 1) One or more officers or employees of the Charter School whom the Trustee reasonably believes to be reliable and competent in the matters presented;
 - 2) Counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such person;
 - 3) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence. A Trustee shall not be considered to 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.
- b) In discharging the duties of their respective positions, the Board, committees of the Board and individual Trustees may, in considering the best interests of the Charter School, consider the effects of any action upon employees, upon persons with whom the Charter School has business and other relations, and upon communities in which the offices or other establishments of or related to the Charter School is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection 9 of this Section
- c) Absent breach of fiduciary duty, lack of good faith or self dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the Charter School

Section 3. INDEMNIFICATION OF TRUSTEES AND OFFICERS IN THIRD PARTY PROCEEDINGS.

The Charter School shall identify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Charter School) by reason of the fact that he or she is or was a Trustee or Officer of the Charter School, or, while serving as a Trustee or Officer of the Charter School, also is or was serving at the request of the Charter School as a Trustee, Officer, employee, agent or other representative of another corporation, partnership, joint venture,

trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

Section 4. **INDEMNIFICATION OF TRUSTEES AND OFFICERS IN DERIVATIVE ACTIONS.**

The Charter School shall indemnify any person who was or is a party to any threatened, pending or completed action or suit by or in the right of the Charter School to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee or Officer of the Charter School or, while serving as a Trustee or Officer of the Charter School, also is or was serving at the request of the Charter School as a Trustee, Officer, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such threatened, pending or completed action or suit by or in the right of the Charter School.

Section 5. **PROCEDURE FOR EFFECTING INDEMNIFICATION OF TRUSTEES AND OFFICERS.**

Indemnification under Sections 10.3 and 10.4 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

Section 6. **DISCRETIONARY INDEMNIFICATION OF OTHERS.**

The Charter School may at the discretion of, and to the extent and for such persons as determined by, the Board of Trustees of the Charter School, (i) indemnify any person not entitled to indemnification under Sections 10.3 and 10.4 who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and including actions or suits by or in the right of the Charter School to procure a judgment in its favor, by reason of the fact that the person is or was an employee, agent or other representative of the Charter School, or is or was serving at the request of the Charter School as a Trustee, Officer, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (ii) pay such expenses in advance of the final dispositions as provided in Section 10.7 hereof.

Section 7. ADVANCING EXPENSES,

Expenses incurred in connection with a civil or criminal action, suit or proceeding may be paid by the Charter School in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case upon receipt of an undertaking by or on behalf of the indemnified individual to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Charter School.

Section 8. INDEMNIFICATION OF FORMER TRUSTEES, OFFICERS AND OTHER REPRESENTATIVES.

Each indemnity provided in this Article shall continue as to a person who has ceased to be a Trustee, Officer, employee, agent or other representative of the Charter School and shall inure to the benefit of the heirs, executors and administrators of such person unless said person has been terminated for cause or removed for failure to perform duties under the Charter School law, for gross negligence, or for willful misconduct.

Section 9. INSURANCE.

The Charter School shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer, employee, agent or other representative of the Charter School or is or was serving at the request of the Charter School as a Trustee, Officer, employee agent or other representative of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of such person's status as such, whether or not the Charter School would otherwise have the power to indemnify such person against such liability.

Section 10. RELIANCE ON PROVISIONS.

Each person who shall act as an authorized representative of the Charter School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Bylaws of Esperanza Cyber Charter School: A Public Charter School, a Pennsylvania non-profit corporation, as in effect on the date hereof.

WITNESS my hand and the seal of the Charter School.

DATED: _____

Secretary