

BY-LAWS
OF
DCTS EDUCATION FOUNDATION

ARTICLE I
NAME, OFFICES, AND PURPOSES

- 1.1 **Name.** The name of the Corporation is DCTS Education Foundation.
- 1.2 **Principal Office.** The principal office of the Corporation shall be 6001 Locust Lane, Harrisburg, PA 17109.
- 1.3 **Other Offices.** The Corporation may have such offices in such places as the Board of Trustees may from time to time designate.
- 1.4 **Purposes.** The Corporation is organized to support education enrichment endeavors which may include but not be limited to academic, career & technical, cultural and/or related school purposes that benefit the students of the Dauphin County Technical School. Additionally, the purposes and limitations shall also include those provisions of the Articles of Incorporation which require compliance with the provisions of Section 501(c) (3) of the Internal Revenue Code and its regulations, as well as the regulations promulgated by the Pennsylvania Bureau of Charitable Organizations.

ARTICLE II
MEMBERS

- 2.1 **Members.** The Corporation shall have no members.
- 2.2 **Honorary Titles.** The Corporation may create such classes of "memberships", such as contributing members or honorary members, as the Board of Trustees sees fit, but such persons shall not have the rights of members under the Pennsylvania Nonprofit Corporation Law of 1988 (the "Act").

ARTICLE III

TRUSTEES

3.1 **General Powers.** The business and affairs of the Corporation shall be managed by the Board of Trustees.

3.2 **Number and Qualifications.** The Board of Trustees shall consist of at least nine (9) persons but no more than twenty-one (21) persons who shall be persons at least 18 years of age, with the exception of the Student Trustees who shall be at least 16 years of age. At a minimum, the Board of Trustees shall be comprised of:

- One Joint Operating Committee member of the Dauphin County Technical School Joint Operating Committee selected by the members of the Joint Operating Committee.
- The Administrative Director of the Dauphin County Technical School, or his/her designee and the Business Administrator.
- A teacher employed by Dauphin County Technical School who shall be selected by the Dauphin County Technical School Bargaining Unit.
- A parent with at least one child currently enrolled at the Dauphin County Technical School at the time of appointment, selected by the Administrative Director.
Two (2) students, one of whom shall be a member of the incoming senior class and one who shall be a member of the incoming junior class at Dauphin County Technical School who, together, shall have one vote as members of the Board of Trustees. The Student Trustees shall be selected by the Principal.
- A member of the Local Advisory Committee, not employed by Dauphin County Technical School.

3.3 **Election and Term of Office.** The initial Board of Trustees shall consist of such persons as are designated by the Incorporators. Subsequent trustees shall be elected at the annual meeting. The term and office of each trustee shall be for a term of three (3) years and each year one-third (1/3) of the Trustees (or as near thereto as possible) shall be elected. The initial Trustees selected by Incorporators shall serve for terms of office of one (1), two (2), or three (3) years, respectively, as designated by the Incorporators. With the exception of the Administrative Director, or designee, and the Business Administrator, Trustees may not serve for more than three (3) consecutive three (3) year terms. Any Trustee may be removed with or without cause at any time by the decision of at least two-thirds (2/3) of the members of the Board of Trustees.

3.4 **Resignation.** Any Trustee of the Corporation may resign at any time by giving written notice to the President of the Board of Trustees. The resignation of any Trustee shall take effect at the time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

3.5 **Vacancies.** Vacancies on the Board of Trustees shall be filled by a majority vote of the remaining trustees. A trustee selected to fill a vacancy shall serve until the next annual meeting of the Board of Trustees and until a successor is qualified and elected.

3.6 **Annual Meeting.** An annual meeting of the Board of Trustees shall be held in June of each calendar year, at such time and place as the Board of Trustees shall determine, for the purpose of election of Trustees to fill vacancies caused by resignations or expiration of terms, organization of the Board and election of officers. Notice of the annual meeting of the Board of Trustees will be given not less than ten (10) business days before the meeting.

3.7 **Regular Meetings.** Regular meetings of the Board of Trustees may be held with ten (10) business days prior notice at such times and at such places as the Trustees may determine from time to time.

3.8 **Special Meetings.** Special Meetings may be called as needed by the President and will be called on the written request of four (4) or more Trustees. Notice of such meeting will be given not less than five (5) business days before the meeting.

3.9 **Quorum.** A majority of the Trustees in office having authority to vote shall constitute a quorum, for the transaction of business, and the acts of a majority of the Trustees having authority to vote, present at a meeting at which a quorum is present, shall be the acts of the Board of Trustees.

3.10 **Unanimous Consent.** Any action which may be taken at a meeting of the Trustees may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Trustees, and shall be filed with the Secretary of the Corporation.

3.11 **Standard of Care and Justifiable Reliance.** Trustees shall stand in fiduciary relationships to the Corporation and shall perform their duties as Trustees, including their duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing their duties, Trustees shall be entitled to rely in good faith on information, options, reports or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more officers of the Corporation 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; or (3) a committee of the Board of Trustees upon which the Trustee 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.

3.12 **Liability.** A trustee of the Corporation shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless the trustee has breached or failed to perform the duties of the trustee's office as provided for under Section 5713 of the Pennsylvania Nonprofit Corporation Law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. Any repeal, amendment, or modification of this Article shall be prospective only and shall not increase, but may decrease a trustee's liability with respect to actions or failures to act occurring prior to such change.

ARTICLE IV

OFFICERS

- 4.1 **Officer Designations.** The officers of the Corporation shall be a President, President-Elect, Secretary, and Treasurer, and such other officers as the Board of Trustees may from time to time authorize,
- 4.2 **Election.** The officers shall be elected by the Board of Trustees at its annual meeting in June and shall hold office until their successors are qualified and elected. Office held shall not exceed two years.
- 4.3 **Vacancies.** Vacancies in office shall be filled by majority vote of the Board of Trustees. An officer selected to fill a vacancy shall serve until the next annual meeting of the Board of Trustees and until a successor is qualified and elected.
- 4.4 **President.** The President shall be the chief executive officer of the Corporation and shall conduct the general and active management and direction of its business and affairs. The duties of the President will include, but not be limited to the following: Preside at all meetings of the Board of Trustees; sign all contracts or other instruments authorized by the Board except where such signing and execution is expressly delegated by the Board of Trustees or required by law to be otherwise executed; perform all duties incident to the office of President, and other duties as assigned by the Board of Trustees. The President is an ex-officio member of all committees.
- 4.5 **President-Elect.** The President-Elect shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as assigned by the Board of Trustees.
- 4.6. **Secretary.** The Secretary shall be custodian of all the records of the corporation; shall be custodian of the seal and be authorized to affix the seal to all such documents as may be required; shall record the minutes of all meetings of the Board of Trustees, and shall perform such other duties as are incident to the office of Secretary as may be assigned by the Board of Trustees and by the President.
- 4.7 **Treasurer.** The Treasurer shall be the financial officer of the Corporation. The duties of the Treasurer shall include, but not be limited to the following: keep, or cause to be kept, full and accurate records of the financial dealings of the Corporation, keep the monies of the Corporation in a separate account to the credit of the Corporation, report on the accounts and finances of the Corporation as directed by the Board; oversee the development of an annual budget; oversee receipts and disbursements of Corporation funds and other duties as assigned by the Board of Trustees. The Treasurer need not be a Trustee.

ARTICLE V

COMMITTEES

5.1 **Appointment of Committees.** Subject to the further provisions of these By-Laws, the Board of Trustees may establish committees which shall consist of one (1) or more trustees which shall have and may exercise the powers and authority and shall perform the duties delegated to it by the Board from time to time. All members and the chairperson of such committees shall be appointed by the President with the approval of the Board of Trustees. No such committee shall have power or authority other than in an advisory capacity. Each Trustee will be required to be an active member on a minimum of one established committee.

5.2 **Established Committees:**

- Development
- Scholarship
- Finance (Treasurer plus 3 Board members)
- Allocations
- Governance
 - Recruitment of New Trustees
- Public Relations/Marketing
- Internal Audit

ARTICLE VI

CONFLICT OF INTEREST AND COMPENSATION

6.1 **Conflict of Interest.** No trustee shall maintain substantial personal or business interests which conflict with those of the Corporation. Upon assuming office and every July 1, each trustee shall execute a statement setting forth any possible conflicts of interest or stating that no such conflicts exist.

Any Trustee acting on behalf of the Corporation or in furtherance of its interests in dealing with others shall clearly indicate his/her relationship to the Corporation, and shall not represent that he/she is affiliated with or acting on behalf of the Dauphin County Technical School or any other entity.

In addition, any trustee, officer, employee, or committee member having an interest in a contract or other transaction presented to the Board of Trustees or a committee thereof for authorization, approval, or ratification shall give prompt, full, and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. The body of which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure above that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to

questions) in the discussions or deliberations with respect to such contract or transaction. Such person may not be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon. The minutes of the meeting shall reflect the disclosure made, the vote thereon, and, where applicable, the abstention from voting and participation, and whether a quorum was present.

6.2 **Compensation.** The members of the Board of Trustees shall serve without compensation for their services as trustees, but may be reimbursed for all expenses reasonably incurred on behalf of the Corporation.

ARTICLE VII

INDEMNIFICATION.

7.1 **Indemnification.** The Corporation shall indemnify any Trustee or officer of the Corporation or any of its subsidiaries who was or is an "authorized representative" of the Corporation (which shall mean, for the purpose of this Article, a trustee or officer of the Corporation or such a person serving at the request of the Corporation as a trustee, officer, partner, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise) and who was and is a "party" (which shall include for purposes of this Article and giving of testimony or similar involvement) or is threatened to be made a party to any "proceeding" (which shall mean for purposes of this Article any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, its shareholders or otherwise) by reason of fact that such person was or is an authorized representative of the Corporation to the fullest extent permitted by law, including without limitation indemnification against expenses (which shall include for purposes of this Article attorneys' fees and disbursement), damages, punitive damages, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, if an authorized representative is not entitled to indemnification in respect of a portion of any liabilities to which such person may be subject, the Corporation shall nonetheless indemnify such person to the maximum extent of the remaining portion of the liabilities.

7.2 **Procedure for Effecting Indemnification.** Unless ordered by a court, any indemnification shall be made only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he/she has met the applicable standard of conduct. The determination shall be made by a majority vote of a quorum of the Board of Trustees who were not parties to the action or proceeding, or if a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion.

7.3 **Advancement of Expenses.** The Corporation shall pay the expenses (including attorneys' fees and disbursements) actually and reasonably incurred in defending a proceeding on behalf of any person entitled to indemnification under Section 7.1 in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article. The financial ability of such authorized representative to make such repayment shall not be prerequisite to the making of an advance.

7.4 **Security for Indemnification Obligations.** To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Trustees shall deem appropriate.

7.5 **Reliance Upon Provisions.** Each person who shall act as an authorized representative of the Corporation shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

7.6 **Amendment or Repeal.** All rights of indemnification under this Article shall be deemed a contract between the Corporation and the person entitled to indemnification under this Article pursuant to which the Corporation and each such person intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not limit, but may expand, any rights or obligations in respect of any proceeding whether commenced prior to or after such change to the extent such proceeding pertains to actions or failures to act occurring prior to such change.

7.7 **Scope of Article.** The indemnification, as authorized by this Article, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, agreement, vote of shareholders or disinterested trustees or otherwise, both as to action in an official capacity and as to action in any other capacity while holding such office. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be an officer or trustee in respect of proceedings pertaining to actions or failures to act occurring prior to such time, and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

8.1 **Appropriations.** Appropriations, gifts or grants of money or any other property of the Corporation, or the permission to use any such property, shall be made or given only for the purposes set forth in the Articles of Incorporation of the Corporation and these Bylaws, and in each instance only upon the express authorization of the Board of Trustees.

8.2 **Conduct of Financial Affairs.** The financial affairs of the Corporation, including but not limited to investments, acceptance of donations, distributions of income and expenditures, shall be conducted in such manner as to conform to the general requirements of Section 508 and 509 of the Internal Revenue Code of 1986, or the corresponding provisions of any future revenue laws, so as to qualify the corporation for recognition to tax-exempt status as a public charity within the meaning of Section 509 (a) (1) and so as to avoid subjecting the Corporation to liability for any of the taxes specified in Section 508 (e) (1).

8.3 **Books and Records.** There shall be kept at the office of the Corporation (1) correct and complete books and records of account; (2) minutes of the proceedings of the Board of Trustees and the Executive Committee; (3) a current list of the Trustees and Officers of the Corporation and their residence addresses; and (4) a copy of these Bylaws. The Board shall cause the accounts of the Foundation to be internally prepared, compiled, reviewed or audited in accordance with the guidelines of the Pennsylvania Bureau of Charitable Organizations at least once a year.

8.4 **Examination of Records.** Every Trustee shall, upon written demand under oath stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours of business for any proper purpose, books and records of account, and records of the proceedings of the Trustees, and to make copies or extracts there from. A proper purpose shall mean a purpose reasonably related to the interest of such person as a Trustee. In every instance where an attorney or other Agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a Power of Attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Director. The demand under oath shall be directed to the Corporation at its registered office in this Commonwealth or at its principal place of business wherever situated.

8.5 **Bonding.** Such Officers and Directors as the Board of Directors may determine shall be bonded. The Board shall determine the amount of the bond, and the Foundation shall pay the premium.

8.6 **Internal Audit.** An internal audit of the prior fiscal year record will take place annually by the Internal Audit Committee (comprised of 2 Board Members not listed on the Checking Account) to be presented at the Annual Meeting.

8.7 **Check Signers.** The President and Treasurer shall sign all checks.

8.8 **Dissolution of Assets Upon Dissolution.** Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, to a 501(c)(3) organization with the same charitable purpose in the same geographic area as the DCTS Education Foundation. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX

ANNUAL REPORT

9.1 Within a reasonable time after the close of each fiscal year, the Board of Trustees shall present a report, verified by the President and Secretary/Treasurer or by a majority of the trustees, covering the activities of the Corporation for the past year and showing in appropriate detail the following:

1. 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.
2. The principal changes in assets and liabilities, including trust funds, during the year immediately preceding the date of the report.
3. 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.
4. 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.
5. The annual report shall be filed with the minutes of the meeting of the Board of Trustees.

ARTICLE X

WAIVER OF NOTICE

10.1 Any notice required to be given under these By-Laws may be effectively waived by the person entitled to such notice by written waiver signed before or after the meeting to which such notice relates or by attendance at such meeting otherwise than for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE XI

FISCAL YEAR

11.1 The fiscal year of the Corporation shall begin on July 1 and end on June 30 of each year.

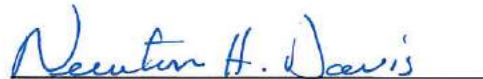
ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be amended or repealed and new By-Laws may be adopted by the affirmative vote of a majority of all the trustees then in office.

These By-Laws adopted at the organizational meeting of the Board of Trustees, held the day of October 1, 2015.

APPROVED



President

ATTEST


Secretary