



VISION ACADEMY CHARTER SCHOOL OF INNOVATION

SUPPLEMENTAL SUBMISSION #2

- 1. First Amended and Restated Bylaws**
- 2. Conflict of Interest Policy**
- 3. EIN No. - Vision of Innovation.pdf**
- 4. Articles of Incorporation**

Submitted to
Upper Darby School District
December 9, 2020

**FIRST AMENDED AND RESTATED BYLAWS OF
VISION ACADEMY CHARTER SCHOOL OF INNOVATION**

ARTICLE I
Name

Section 1.01 Name.

The name of the Corporation is **VISION ACADEMY CHARTER SCHOOL OF INNOVATION** (hereinafter the “Charter School”).

ARTICLE II
Membership

Section 2.01 Membership.

The Charter School has no members. The rights which would otherwise vest in the members of the Charter School vest in the members of the Board of Trustees (hereinafter the “Trustees”) of the Charter School. Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter, the “Board”).

ARTICLE III
Purpose and Authority

Section 3.01 Purpose.

The Charter School is organized exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding section of any future Federal tax code). Specifically, the purpose of the Charter School is to operate a school pursuant to the Commonwealth of Pennsylvania Charter School Law.

Section 3.02 Racially Nondiscriminatory Policy.

Vision Academy Charter School of Innovation admits students of any race, color, national origin, and ethnic origin to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin, and ethnic origin in administration of its educational policies, admission policies, scholarship and loan payment and athletic and other school-administered programs.

Section 3.03 Authority.

The Board of Trustees shall have full power to conduct, manage, and direct the business and affairs of the Charter School except as otherwise provided by the Commonwealth of Pennsylvania or these Bylaws; and all powers of the Charter School are hereby granted to and vested in the Board of Trustees. The Board of Trustees shall have charge of all properties and physical facilities of the Charter School and shall carefully supervise and direct its general use.

ARTICLE VI
Board of Trustees

Section 4.01 Powers.

a. General Powers. The Board shall conduct or direct the affairs of the Charter School and exercise its powers and authorities set forth herein and in the Charter School Law, 24 P.S. § 17-1714-A *et seq.*, the Charter School shall have and possess all powers and authorities generally provided or applicable to domestic nonprofit corporations under Pennsylvania Nonprofit Corporation Law of 1988, as amended, to the extent that such powers and authorities are not inconsistent with the specific purposes and powers and authorities set forth herein under the Charter School Law.

No substantial part of the activities of the Charter School shall be for the carrying on of propaganda or otherwise attempting to influence legislation, and the Charter School shall not participate in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition, to any candidate for public office.

Notwithstanding any other provisions of these Bylaws, the Charter School shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding section of any future Federal tax code).

b. Specific Powers. Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated by these Bylaws, and the following specific powers:

- (i) To elect and remove Trustees, subject to Article III, Sections 4.01(b)(iii) and 4.01(b)(iv) below;
- (ii) To select and remove Officers, agents, and employees of the Charter School, to prescribe powers and duties for them, and to fix their compensation;
- (iii) To conduct, manage, and control the affairs and activities of the Charter School, and to make rules and regulations;
- (iv) To enter into contracts, leases, and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the Charter School;
- (v) To carry on the business of operating a charter school and apply any surplus that results from the business activity to any activity in which the Charter School may engage;

(vi) To acquire as trustee any trust incidental to the Charter School's purposes, and to receive, hold, administer, exchange, and expend funds and property subject to such a trust;

(vii) To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;

(viii) To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

(ix) To lend money received only from private sources and to accept conditional or unconditional promissory notes thereafter, whether interest or non-interest bearing, or secured or unsecured;

(x) To indemnify and maintain insurance on behalf of any of its Trustees, Officers, employees, or agents for liability asserted against or incurred by such person in such capacity;

(xi) The Trustees shall be entitled to a vote on all matters; and

(xii) The Board shall also appoint an attorney to serve as counsel, who shall serve at the pleasure of the Board and not be entitled to vote.

Section 4.02 Number of Trustees.

The Board of Trustees shall consist of such number of trustees as may be determined from time to time by resolution of the Board then serving; provided that there should be at all times at least five (5) Trustees of the Charter School and no more than eleven (11). The Board shall fix the exact number of Trustees, within these limits, by Board resolution.

Section 4.03 Qualification and Election of Trustees.

a. Initial Board. The initial member(s) of the Board of Trustees shall consist initially of the individual(s) specifically identified as incorporator(s) in the Articles of Incorporation (the "Initial School Trustees");

b. Election. Board members may be elected from time to time for the following reasons (i) as existing board member terms expire; (ii) if the Board determines that additional board members should be added to the Board; and (iii) to replace board members who have left the Board. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee;

c. Eligibility. The Board may elect as a Trustee any person who in its discretion it believes will serve the interests of the Charter School faithfully and effectively. The Board will have at least one member of the Board who is a parent/guardian of a currently enrolled student. Each Trustee of the Charter School shall be a natural person of full age but need not be a resident of Pennsylvania. Any person desiring to be a board member for the first time must have completed the following requirements before their election: Attend one board meeting out of the previous three meetings; submit a resume and letter of interest; be interviewed and approved by the Board or a committee of the Board; be subject to a background check by the Charter School of the same type required of school staff;

d. Election Procedure. The Board shall elect Trustees at the Annual Meeting for that year and may elect additional or successor Trustees at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Persons nominated must have completed the requirements set forth in Section 3.06(c).

(i) Announcement at a duly convened Board of Trustees meeting that nominations for candidates, or election of trustees, or both nominations and elections, shall be had at the next Board of Trustee meeting shall constitute sufficient notice of such action;

(ii) Neither nominations nor voting shall be by ballot unless a motion requesting a ballot is made and approved by a majority of those present;

(iii) The candidates receiving the highest number of votes up to the number of trustees to be elected shall be elected.

e. Term of Office.

(i) The Trustees shall be divided into three (3) classes for the purpose of staggering their terms in office. All classes shall be as nearly equal in number as possible;

(ii) The terms of office of the Trustees initially classified shall be as follows: that of the first class shall expire at the next annual meeting of the Trustees, the second class at the second succeeding annual meeting of the Trustees, and the third class at the third succeeding annual meeting of the Trustees. Following the expiration of these designated terms, the term of each Trustee shall continue for three (3) years and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal, except the term of any Trustee who is elected as a parent/guardian of a child enrolled in the Charter School shall be one (1) year;

(iii) The term of office of a Trustee elected to fill a vacancy shall begin on the date of the Trustee's election, and shall continue: (1) for the balance of the unexpired term in the case of a vacancy created by the resignation, removal, or

death of a Trustee; or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the authorized number of Trustees;

(iv) A Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment to the Charter School's Charter or the Bylaws or by other Board action;

(v) A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Charter Schools' Charter or the Bylaws or by other Board action;

(vi) The Board Secretary and Board members shall be responsible for knowing when terms expire.

Section 4.05 Organization.

At every meeting of the Board of Trustees, the President of the Board, if there be one, or, in the case of a vacancy in the office or absence of the President of the Board, one of the following officers present in the order stated: the Vice-President of the Board, or an acting President, chosen by a majority of the Trustees present, shall preside, and the secretary, or, in his or her absence, an assistant secretary, or in the absence of the secretary and the assistant secretaries, any person appointed by the President of the meeting, shall act as secretary.

Section 4.06 Presiding Officer.

The President of the Board or in his or her absence, the Vice-President of the Board shall preside at all meetings of the members of the Board of Trustees. The duties of the President and Vice-President are set forth in Article 60.8 below.

Section 4.07 Resignations.

Any Trustee of the Charter School may resign at any time by giving written notice to the President or the Secretary of the Charter School. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective but no resignation shall discharge any accrued obligation or duty of a Trustee. If any Trustee shall fail to attend three (3) consecutive meetings without excuse accepted as satisfactory by the Trustees, he or she shall be deemed to have resigned, and the vacancy shall be filled. The President shall have the authority to determine whether an absence is excused or unexcused, and notice that an absence is unexcused shall be sent by the President to the board member.

Section 4.08 Removal of Trustees.

The Board may remove a Trustee in accordance with the provisions of the Pennsylvania Charter School Law and the Pennsylvania Nonprofit Corporation Law.

Section 4.9 Vacancies.

a. A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

b. The Board of Trustees may declare vacant the office of a Trustee if he or she is declared of unsound mind by an order of court, or convicted of a felony, , or for any other proper cause, or if within sixty (60) days from notice of his or her selection, he or she does not accept such office either in writing or by attending a meeting of the Board of Trustees. The Board of Trustees by a simple majority of the total Board may remove any Trustee elected or appointed to the Board of Trustees whenever, in its judgment, the best interests of the charter school would be served. Reasons for removal include but are not limited to; conviction of a felony while serving on the Board; neglect of duties; accepting or offering bribes in violation of 24 P.S. § 3-325 and 3-326; or for such other good causes as determined by the Board. Any board member may move for the removal of any person under this section at any meeting of the board of trustees. A vote on such motion shall not take place until the following meeting, and the person who is the subject of the motion shall be given special notice that this motion has been made.

Section 4.10 Place of Meetings.

All meetings of the Board of Trustees of the Charter School were actions are formally presented for approval shall be held as a public meeting as described in the Sunshine Act, 65 P.S. 271, *et seq.*, Act of July 3, 1986, P.L. 388, as amended (the "Sunshine Act"). Notice of all meetings shall be made in a manner consistent with the Sunshine Act. When the Charter School is available for meetings, the meetings shall take place at the school or such place within Pennsylvania as the Board of Trustees may from time to time appoint, or as may be designated in the notice of the meeting.

Section 4.11 Annual Meeting.

The Board of Trustees may fix the date and time of the annual meeting, which is expected to be in June of each year. If no such date and time is fixed by the Board, then meeting for any calendar year shall be held on the fourth Monday of March in such year, if not a legal holiday under the laws of Pennsylvania, and if a legal holiday, then on the next succeeding business day, not a Saturday or Sunday, at 7:00 p.m., and at said meeting the Trustees then entitled to vote shall elect new trustees and shall transact such other business as may properly be brought before the meeting. If the annual meeting shall not have been called and held within six (6) months after the designated time, any Trustee may call the meeting at any time thereafter.

Section 4.12 Regular Meetings.

Regular meetings of the Board of Trustees shall be held monthly throughout the year and at such time and place as shall be designated from time to time by resolution of the Board of

Trustees. If the date fixed for any such regular meeting be a legal holiday under the laws of the State where such meeting is to be held, then the same shall be held on the next succeeding business day, not a Saturday or Sunday, or at such other time as may be determined by resolution of the Board of Trustees. At such meetings, the Board of Trustees shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given unless otherwise required by law or these bylaws. The Board may elect not to have monthly meetings over the summer.

Section 4.13 Special Meetings.

Special meetings the Board of Trustees shall be held whenever called by the President or by not less than one-fifth (1/5) the entire Board of Trustees. Reasonable notice of each such meeting shall be given to each Trustee in accordance with the Pennsylvania Nonprofit Corporation law. It shall be considered reasonable and sufficient notice to a Trustee to send notice by telephone or in writing at least twenty-four hours (in the case of notice by telephone) or forty-eight hours (in the case of notice by email) or five days (in the case of notice by mail, addressed to the Trustee at the Trustee's usual or last known residence) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting.

Section 4.14 Quorum, Manner of Action, and Adjournment.

Unless a greater proportion is required by law, a majority of the entire Board of Trustees shall constitute a quorum for the transaction of business. Every Trustee shall be entitled to one vote. Except as otherwise specified in the articles or these bylaws or provided by statute, the acts of a majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. The Trustees shall only act as a board and the individual Trustees shall have no power as such.

Section 4.15 Off-Site Participation in Meetings.

One or more persons may participate in a meeting of the Board of Trustees, or a committee hereof, by means of conference telephone, Internet transmission, or similar communications equipment by means of which all persons participating in the meeting can hear each other and all comments made by audience members and other participants in the meeting. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting for purposes of determining a quorum is present. Those participating electronically will be assumed to have heard all comments unless they notify the Chairperson during the meeting that they cannot hear.

Section 4.16 Compensation.

No compensation shall be paid to the Trustees for their services as Trustees, but at the discretion of the Board of Trustees, they may be reimbursed for travel and actual expenses necessarily incurred by them in attending meetings and performing other duties on behalf of the Charter School.

Section 4.17 Committees.

a. The Board of Trustees may, by resolution adopted by a majority of the Trustees in office, establish one or more committees, each committee to consist of not less than two (2) Trustees of the Charter School and other persons appointed by the Board of Trustees at the suggestion of the President. Persons who are not board members may be appointed to committees. There shall be the following standard committees:

- (i) Education Advisory Committee. The Education Advisory Committee shall provide advisory support the Board, the school leader, and staff related to the Charter School's education component;
- (ii) Community Advisory Committee. The Community Advisory Committee shall provide advisory support to the Board, the school leader, and staff related to the Charter School's broader community;
- (iii) School Safety Committee. The School Safety Committee shall provide advisory support to the Board, the school leader, and staff related to maintaining a safe school environment;
- (iv) Board Membership Nominating Committee. The Board Membership Nominating Committee shall determine and present to the Board of Trustees prospective members of the Board of Trustees and shall be responsible for recruitment, vetting, and onboarding of new Board members; and
- (v) Institutional Advancement Committee. The Institutional Advancement Committee shall provide advisory support to the Board and school leader in fundraising and public affairs.

b. The establishment of any committee of the Board of Trustees and the delegation thereto of power and authority shall not alone relieve any Trustee of his or her fiduciary duty to the Charter School.

c. Each committee shall keep regular minutes of its proceedings and report such proceedings periodically to the Board of Trustees.

d. The Board of Trustees may delegate to a committee any of the authority of the Board, except with respect to:

- (i) The election of Trustees;
- (ii) Filling vacancies on the Board or any committee which has the authority of the Board;

(iii) The fixing of Trustee compensation for serving on the Board on the Board or on any committee;

(iv) The amendment or repeal of these bylaws or the adoption of new bylaws; and

(v) The creating of committees, or members of such committees.

e. The Board may prescribe the manner in which the proceedings of any committee are to be conducted. In the absence of such prescription, a committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the committee shall be governed by the provisions of these bylaws with respect to the calling of meetings, including compliance with all applicable law.

f. Sections 4.14 and 4.15 shall be applicable to committees of the Board of Trustees.

ARTICLE V **Notice-Waivers-Meetings**

Section 5.01 Notice, What Constitutes.

Whenever written notice is required to be given to any person under the provisions of the articles, these bylaws, or the Pennsylvania Nonprofit Corporation Law, it may be given to such person, either personally or by sending a copy thereof by first class mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission, e-mail or other electronic communication to his or her mailing address, facsimile number or e-mail address supplied by him or her to the Charter School for the purpose of notice. If the notice is sent by mail or by courier, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to such person, or in the case of facsimile transmission, e-mail or other electronic communication, when sent. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by law or these bylaws.

Section 5.02 Waivers of Notice.

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting or attends the meeting without protest prior to its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents, and approvals into the minutes of the meeting.

Section 5.03 Setting the Agenda for Regular Meetings.

The agenda for each monthly meeting shall be set by the Secretary in consultation with the President. If a board member wishes to have an item placed on the agenda, that item must be submitted to the Secretary one week before the scheduled meeting. The President may add that

item to the agenda if he or she deems it appropriate. In the event the President does not add that item to the agenda, the board member wishing to add that item shall raise the issue during the meeting at the time set forth for approval of the agenda. If two additional board members support adding the item to the agenda, it shall be added at a place in the meeting determined by the President.

ARTICLE VI **Officers**

Section 6.01 Number, Qualifications, and Designations.

The officers of the Charter School shall be President, Vice-President, Treasurer, Secretary, and such other officers as may be elected in accordance with the provisions of Section 6.03 of this Article. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve concurrently as the President. The Secretary and Treasurer are not Trustees of the Charter School. The President, Vice-President(s), and Secretary shall be natural persons of legal age. The Treasurer may be a corporation, but if a natural person shall be of full age.

Section 6.02 Election and Term of Office.

The officers of the Charter School, except those elected by delegated authority pursuant to Section 6.03 of this Article, shall be elected annually by the Board of Trustees, and each such officer shall hold his or her office until the next annual organization meeting of the Board of Trustees and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal. Officers appointed to fill vacancies shall be elected as vacancies occur. Each Officer serves at the pleasure of the Board.

Section 6.03 Subordinate Officers, Committees, and Agents.

The Board of Trustees may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the Charter School may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these by-laws, or as the Board of Trustees may from time to time determine. The Board of Trustees may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

Section 6.04 Resignations.

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

Section 6.05 Removal.

Any officer, committee member, or other agent of the Charter School may be removed, either for or without cause, by the Board of Trustees which elected, retained or appointed such officer, committee or other agent whenever in the judgment of the Board the best interests of the Charter School will be served thereby. Removal under this section does not apply to removal of a Board Member from his or her position on the Board of Trustees. Removal of an individual from the Board is governed by Section 4.08.

Section 6.06 Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Trustees by the officer or committee to which the power to fill such office has been delegated pursuant to Section 6.03 of this Article, as the case may be, and if the office is one for which these by-laws prescribe a term, shall be filled for the unexpired portion of the term.

Section 6.07 General Powers.

All officers of the Charter School, as between themselves and the Charter School, shall respectively have such authority and perform such duties in the management of the property and affairs of the Charter School as may be determined by resolutions or orders of the Board of Trustees, or, in the absence of controlling provisions in resolutions or orders of the Board of Trustees, as may be provided in these bylaws.

Section 6.08 President of the Board.

The President of the Board shall have general supervision over the activities and operations of the Charter School, subject, however, to the control of the Board of Trustees the President shall sign, execute, and acknowledge, in the name of the Charter School, deeds, mortgages, bonds, contracts or other instruments, authorized by the Board of Trustees except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees, or by these bylaws, to some other officer or agent of the Charter School; and, in general, shall perform all duties incident to the office of President, and such other duties as from time to time may be assigned to him or her by the Board of Trustees or the President.

Section 6.09 Vice-President.

The Vice-President shall perform the duties of the President of the Board in his or her absence and such other duties as may from time to time be assigned to them by the Board of Trustees or the President. When the Vice-President is chairing a meeting in the absence of the President, the Vice-President shall have a vote on all matters coming before the board during that meeting.

Section 6.10 Secretary.

The secretary shall attend all meetings of the Board of Trustees and shall record all the votes of the Trustees and the minutes of the meetings of the Board of Trustees and of committees of the Board of Trustees in a book or books to be kept for that purpose; shall see that notices are given and records and reports 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 behalf of the Charter School under its seal; and, in general, shall perform all duties incident to the office of secretary, and such other duties as may from time to time be assigned to him or her by the Board of Trustees or the President.

Section 6.11 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 bank account of the same to his or her credit as treasurer; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Charter School; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the Board of Trustees may from time to time designate; shall, whenever so required by the Board of Trustees, render an account showing his or 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 to him or her by the Board of Trustees or the President.

ARTICLE VII
**Limitation of Personal Liability of Trustees;
Indemnification of Trustees, Officers or Other
Authorized Representatives**

Section 7.01 Limitation of Personal Liability of Trustees.

A Trustee of the Charter School shall not be personally liable for monetary damages for any action taken, or any failure to take any action, provided however that this provision shall not eliminate or limit the liability of a Trustee to the extent that such elimination or limitation of liability is expressly prohibited by Chapter 57, Subchapter B of the Pennsylvania Nonprofit Corporation Law of 1988, as in effect at the time of the alleged action or failure to take action by such Trustee.

Section 7.02 Standard of Care.

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 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 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:

- 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 which the Trustee reasonably believes to be within the professional or expert competence of such person;
- c. A committee of the Board of Trustees 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.

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 the effects of any action upon employees, upon persons with whom the Charter School has business and other relations and upon communities which the offices or other establishments of or related to the Charter School are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (a) of this Section.

Absent breach of fiduciary duty, lack of good faith, or self-dealing, actions taken as a Trustee or any failure to take action shall be presumed to be in the best interests of the Charter School.

Section 7.03 Preservation of Rights.

Any repeal or modification of this Article by the Charter School shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Trustee or former Trustee may be entitled under this Article. The rights conferred by this Article shall continue as to any person who has ceased to be a Trustee of the Charter School and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7.04 Mandatory Indemnification of Trustees and Officers.

The Charter School shall indemnify, to the fullest extent now or hereafter permitted by law (including but not limited to the indemnification provided by Chapter 57, Subchapter D of the Pennsylvania Nonprofit Corporation Law of 1988), each Trustee or officer (including each former Trustee or officer) of the Charter School who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was an authorized representative of the Charter School, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

Section 7.05 Mandatory Advancement of Expenses to Trustees and Officers.

The Charter School shall pay expenses (including attorneys' fees and disbursements) incurred by a Trustee or officer of the Charter School referred to in Section 7.04 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 7.04 hereof in advance of the final disposition of such action, suit or proceeding. The expenses incurred by such Trustee or officer shall be paid by the Charter School in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such Trustee or officer to repay all amounts advanced if it shall ultimately be determined that he or she is not entitled to be indemnified by the Charter School as provided in Section 7.07 hereof.

Section 7.06 Permissive Indemnification and Advancement of Expenses.

The Charter School may, as determined by the Board of Trustees from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was an authorized representative of the Charter School, both as to action in his or her official capacity and as to action in another capacity while holding such office or position, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The Charter School may, as determined by the Board of Trustees from time to time, pay expenses incurred by any such person by reason of his or her participation in an action, suit or proceeding referred to in this Section 7.06 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Charter School as provided in Section 7.07 hereof.

Section 7.07 Scope of Indemnification.

Indemnification under this Article shall not be made by the Charter School in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by Chapter 57 of the Pennsylvania Nonprofit Corporation Law of 1988, or any successor statute as in effect at the time of such alleged action or failure to take action.

Section 7.08 Miscellaneous.

Each Trustee and officer of the Charter School shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Trustees,

statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Charter School and shall inure to the benefit of the heirs, executors and administrators of such person. Indemnification and advancement of expenses under this Article shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Charter School. Any repeal or modification of this Article by the members or the Board of Trustees of the Charter School shall not adversely affect any right or protection existing at the time of such repeal or modification to which any person may be entitled under this Article.

Section 7.09 Definition Authorized Representative.

For the purpose of this Article, the term "authorized representative" shall mean a Trustee, officer, employee or agent of the Charter School or of any corporation controlled by the Charter School, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Charter School or by any corporation controlled by the Charter School, or a person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Charter School.

Section 7.10 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 or agent of the Charter School or is or was serving at the request of the Charter School as a trustee, officer, employee or agent 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 sch liability.

Section 7.11 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.

**ARTICLE VIII
Miscellaneous**

Section 8.01 Net Earnings.

No part of the net earnings of the Charter School shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Charter School shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)(3) purposes.

Section 8.02 Corporate Seal.

The Charter School shall have a corporate seal in the form of a circle containing the name of the Charter School, the year of incorporation and such other details as may be approved by the Board of Trustees.

Section 8.03 Checks and Notes.

All checks, notes, bills of exchange, promissory notes, or other orders for payment of money, and other evidence of indebtedness of the Charter School in writing shall be signed by the Treasurer or such person or persons as the Board of Trustees may from time to time designate.

Section 8.04 Contracts.

Except as otherwise provided in these bylaws, the Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or to execute or deliver any instrument on behalf of the Charter School, and such authority may be general or confined to specific instances. Such authority may be general or confined to the specific instances. Unless so authorized, no Officer, agent, or employee shall have any power to bind the Charter School by any contract or engagement, to pledge the Charter School's credit, or to render it liable monetarily for any purpose or any amount.

Section 8.05 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 Section 8.03 hereinabove.

Section 8.06 Annual Report of the Board.

The Board of Trustees shall direct the President and Treasurer to present at the annual meeting of the Board a report showing in appropriate detail the following:

- a. The assets and liabilities, including the trust funds, of the Charter School 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 expenses or disbursements of the Charter School, 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 of for the Charter School.

The annual report of the Board of Trustees shall be filed with the minutes of the annual meeting of the Board of Trustees.

Section 8.07 Amendment of Bylaws.

These bylaws may be amended or repealed, or new bylaws may be adopted, by vote of a majority of the Board of Trustees of the Charter School in office at any regular or special meeting. Such proposed amendment, repeal or new bylaws, or a summary thereof, shall be set forth in advance in any notice of such meeting, whether regular or special.

Section 8.08 Dissolution.

Upon revocation or non-renewal of the Charter School's Charter, such revocation or non-renewal date being when all administrative remedies and judicial remedies have been exhausted, 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 in accordance with the provisions of the Charter School Law, namely 24 P.S. § 17-1729-A(i), or any amendments thereto and with the Articles of Incorporation.

Section 8.09 Report of Financial or Ethical Impropriety.

Any employee, board member, or volunteer who suspects that any employee, board member, or volunteer has conducted a financial impropriety or misused Vision Academy Charter School of Innovation resources – including funds, materials, or staff time -- is encouraged to communicate this to his or her supervisor or to the President or Vice-President.

Information about who reported the potential abuse will be kept confidential. The organization and its officers, board members, employees, and volunteers are prohibited from taking any retaliation either directly or indirectly against the person who has disclosed and reported the suspected impropriety or misuse of resources.

Section 8.10 Confidentiality Policy for Employees, Volunteers, and Board Members.

Resecting the privacy of our clients, donors, members, staff, volunteers and of Vision Academy Charter School of Innovation itself is a basic value of Vision Academy Charter School of Innovation. Personal and financial information is confidential and should not be disclosed or discussed with anyone without permission or authorization from the President or Principal. Care shall also be taken to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

Employees, volunteers, and board members of Vision Academy Charter School of Innovation may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of Vision Academy Charter School of Innovation that such information must be kept confidential both during and after employment or volunteer service. Staff and volunteers, including board members, are expected to return materials containing

privileged or confidential information at the time of separation from employment or expiration of service.

Unauthorized disclosure of confidential or privileged information is a serious violation of this policy and will subject the person(s) who violated confidentiality to appropriate discipline, including termination or removal from the Board.

ADOPTED AS THE AMENDED AND RESTATED BYLAWS OF Vision Academy Charter School of Innovation as of this _____ day of _____, 2020, to be effective as of the date hereof.

Secretary

VISION ACADEMY CHARTER SCHOOL OF INNOVATION
Conflict of Interest Policy

ARTICLE I
Purpose

The purpose of the Conflict of Interest policy is to protect this tax-exempt organization's Vision Academy Charter School of Innovation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or trustee of Vision Academy Charter School of Innovation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing Conflict of Interest applicable to nonprofit and public charter school organizations.

ARTICLE II
Definitions

2.01 Compensation.

Compensation means direct and indirect remuneration as well as gifts or favors that are not insubstantial in nature.

2.02 Conflict of Interest.

Conflict of Interest means an interest that is likely to impermissibly benefit the private interest of a board member or committee member.

2.03 Financial Interest.

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family that falls in one or more of the following categories:

- a. An ownership or investment interest in any entity with which Vision Academy Charter School of Innovation has a transaction or arrangement;
- b. A compensation arrangement with Vision Academy Charter School of Innovation or with any entity or individual with which Vision Academy Charter School of Innovation has a transaction, or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Vision Academy Charter School of Innovation is negotiating a transaction or arrangement.

A Financial Interest is not necessarily a Conflict of Interest. Under Article III, Section 2, a person who has a financial interest may have a Conflict of Interest only if the appropriate governing board or committee decides that a Conflict of Interest exists.

2.04 Interested Person.

Any Trustee, Principal Officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an Interested Person.

ARTICLE III Procedures

3.01 Duty to Disclose.

In connection with any actual or possible Conflict of Interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement. The Interested Person must make this disclosure at the start of the regularly scheduled board meeting following discovery of the Financial Interest; provided, however, that no action can be taken on such disclosure unless the issue was identified in the posted agenda for the meeting where required.

3.02 Determining Whether a Conflict of Interest Exists.

After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the governing board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall decide if a Conflict of Interest exists.

3.03 Procedures for Addressing Conflict of Interest.

- a. An Interested Person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall Vison Academy Charter School of Innovation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, and the State's ethics laws do not prohibit or invalidate the proposed transaction, the governing board or committee shall determine by a majority vote of

the disinterested trustees whether the transaction or arrangement is in Vision Academy Charter School of Innovation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

- e. Records of Proceedings. The minutes of the Board and all Administration with Board-Delegated powers shall contain:
 - (i) The names of the person who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present and the Board's decision as to whether a conflict of interest in fact exists;
 - (ii) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement and a record of any votes taken in connection therewith.

3.04 Violations of the Conflicts of Interest Policy.

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE IV **Compensation**

4.01 A voting member of the governing board who receives compensation, directly or indirectly, from Vision Academy Charter School of Innovation for services is precluded from voting on matters pertaining to that member's compensation.

4.02 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Vision Academy Charter School of Innovation for services is precluded from voting on matters pertaining to that member's compensation.

4.03 No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Vision Academy Charter School of Innovation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE V
Annual Statements

5.01 Each trustee, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy;
- b. Has read and understands the conflicts of interest policy;
- c. has agreed to comply with the conflicts of interest policy;
- d. Understands Vision Academy Charter School of Innovation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VI
Periodic Reviews

6.01 To ensure Vision Academy Charter School of Innovation operates in a manner consistent with charitable and/or educational purposes and does not engage in activities that could jeopardize its tax-exempt status, period reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangement and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to Vision Academy Charter School of Innovation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- c. Whether agreements to provide education and agreements with other employees and third parties further Vision Academy Charter School of Innovation's charitable purposes and do not result in inurement, impermissible or private benefit or in an excess benefit transaction.

ARTICLE VII
Use of Outside Experts

7.01 When considering the periodic reviews as provided for in Article VII Vision Academy Charter School of Innovation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Date of this notice: 11-24-2020

Employer Identification Number:
85-4026860

Form: SS-4

Number of this notice: CP 575 E

VISION ACADEMY CHARTER SCHOOL OF
INNOVATION
% BRIAN H LEINHAUSER
433 W MARKET ST STE 200
WEST CHESTER, PA 19382

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-4026860. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is VISI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 E

999999999


Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 11-24-2020
EMPLOYER IDENTIFICATION NUMBER: 85-4026860
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.|.

VISION ACADEMY CHARTER SCHOOL OF
INNOVATION
% BRIAN H LEINHAUSER
433 W MARKET ST STE 200
WEST CHESTER, PA 19382

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">M. Burr Keim Company</div> <hr/> Name <hr/> Address <hr/> City State Zip Code <hr/> <input checked="" type="checkbox"/> Return document by email to: <u>info@mburrkeim.com</u>	Statement of Correction DSCB-15-138 (rev 7/1/2015)  138
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Fee: \$70

In compliance with the requirements of 15 Pa.C.S. § 138 (relating to statement of correction), the undersigned association or other person, desiring to correct an inaccurate, defective or erroneous record, hereby states that:

1. The name of the association or other person is:

Vision Academy Charter School of Innovation

2. The current registered office address as on file with the Department of State. Complete part (a) **OR** (b) – not both:

(a) 433 West Market Street, Suite 200, West Chester, PA 19382 Chester
Number and street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

3. The statute by or under which the association was formed (or the preceding filing was made, in the case of a filing that does not constitute a part of the public organic record of an association) is: PA Nonprofit Corp. Law of 1988.

4. The inaccuracy or defect to be corrected is (include Department of State form name and date filed):

Paragraph 7 of the Articles of Incorporation-Nonprofit (DSCB: 15-5306)

filed 11-18-2020 incorrectly stated that the corporation shall have members.

5. Check one of the following:

- The portion of the document requiring correction in corrected form is set forth in Exhibit A attached hereto.
- The original document to which this statement relates shall be deemed re-executed.
- The original document to which this statement relates shall be deemed stricken from the records of the Department.

IN TESTIMONY WHEREOF, the undersigned association or other person has caused this Statement of Correction to be signed by a duly authorized officer thereof or otherwise in its name this 8th day of December, 2020.

Vision Academy Charter School of Innovation

Name of Association



Signature

Secretary

Title

EXHIBIT A

TO THE STATEMENT OF CORRECTION

OF

Vision Academy Charter School of Innovation

7. The corporation shall have no members.

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Docketing Statement – Changes DSCB:15-134B (rev. 7/2015)	 134B
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BUREAU USE ONLY: Revenue _____ Labor & Industry _____ Other _____

Part I. Complete for each filing:

Current name of entity or association (*survivor or new entity*):

Vision Academy Charter School of Innovation

Entity number, if known: 7167465

Formation/foreign registration date in PA: 11/18/2020

State of formation: Pennsylvania

Effective date, if any: _____

Part II. Check appropriate transaction:

- | | |
|--|---|
| <input type="checkbox"/> Amendment (complete Section A) | <input checked="" type="checkbox"/> Correction (complete Section A) |
| <input type="checkbox"/> Merger (complete Section B) | <input type="checkbox"/> Division (complete Section C) |
| <input type="checkbox"/> Conversion (complete Sections A and D) | <input type="checkbox"/> Abandonment (complete Section E) |
| <input type="checkbox"/> Revival (complete Section F) | <input type="checkbox"/> Domestication (complete Section G) |
| <input type="checkbox"/> Dissolution before Commencement of Business
(complete Section H) | |

Section A – Amendment or Correction - Complete fields which pertain to changes.

Name _____

Registered Office: _____
Number and street City State Zip County

Purpose _____

Stock (aggregate number of shares authorized): _____ Effective Date: _____

Term of Existence: _____ Other: No Members

Filing type to be amended or corrected: _____


**Section B – Merger - Complete Section A with any changes to the association surviving the merger, if any
Merging entities not surviving the merger are: (attach sheet for additional merging entities)**

Name _____

Effective Date Incorporation/foreign registration date in PA State of Jurisdiction

Name _____

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: M. BURR KEIM COMPANY Name Address City State Zip Code	Articles of Incorporation - Nonprofit DSCB:15-5306/7102 (rev. 2/2017)  TML201120DD0527
<input checked="" type="checkbox"/> Return document by email to: <u>info@mburrkeim.com</u>	

Fee: \$125 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)
Check one: Domestic Nonprofit Corporation (§ 5306) Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:
Vision Academy Charter School of Innovation

2. Complete part (a) or (b) – not both:

(a) The address of this corporation's current registered office in this Commonwealth is:
(post office box alone is not acceptable)

433 W. Market Street, Suite 200, West Chester, PA 19382, Chester

Number and Street	City	State	Zip	County
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(b) The name of this corporation's commercial registered office provider and the county of venue is:

c/o:
Name of Commercial Registered Office Provider County

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.
To operate a public charter school

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one: The corporation is organized on a nonstock basis.
 The corporation is organized on a stock share basis and the aggregate number of shares authorized is _____

R I D E R

ARTICLES OF INCORPORATION-NONPROFIT

OF

Vision Academy Charter School of Innovation

The corporation is organized exclusively for charitable, literary, scientific, religious and educational purposes provided for under Section 501(c)(3) of the Internal Revenue Code of 1986 and does not contemplate pecuniary gain or profit, incidental or otherwise.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the preparation or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation 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.

6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:
 The incorporators constitute a majority of the members of the committee authorized to incorporate such association by the requisite vote required by the organic law of the association for the amendment of such organic law.

7. For Nonprofit Corporation Only:
Check one: The corporation shall have no members.
 The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:
Check and complete one:
 The corporation is a cooperative corporation and the common bond of membership among its members is: _____
 The corporation is a cooperative corporation and the common bond of membership among its shareholders is: _____

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):

Name(s)	Address(es)
Adam Kenz	433 W. Market Street, Suite 200, West Chester, PA 19382

10. The specified effective date, if any, is:
November 11, 2020
month day year hour, if any

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this
11th day of November, 2020.

Adam Kenz
Signature

Signature

Signature