

# **BY-LAWS**

July 31, 2018 Update

## **ALLENTOWN SCHOOL DISTRICT FOUNDATION**

### **ARTICLE NAME**

The name of the organization shall be Allentown School District Foundation (hereinafter referred to as the "Foundation").

### **ARTICLE II PURPOSE**

**SECTION 1 – Purpose:** The Foundation is an independent public charity dedicated to encouraging alumni and community-wide participation and philanthropy in order to enhance and expand enrichment opportunities for all students in the Allentown City School District and insure long-range financial flexibility for schools within the District.

**SECTION 2 – Mission Statement:** The mission of the Foundation is to encourage and fund innovative programs that enhance educational and cultural opportunities for the students of the Allentown School District.

**SECTION 3 – Tax Exemption:** The Foundation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**SECTION 4 – Funding Mechanisms:** The Foundation will secure resources from individuals, business and community organizations to be distributed in accordance with the mission and funding criteria established by the Foundation.

**SECTION 5 – Distribution of Funds:** No part of the net earnings of the Foundation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or other private persons except that this organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as set forth herein. No substantial part of the activities of the Foundation shall be directed toward an attempt to influence legislation and the Foundation shall not participate in any political campaign on behalf of or against any candidate for public office.

**SECTION 6 – Dissolution of Foundation:** Upon the dissolution of the corporation, its assets

shall be distributed to the School District of the City of Allentown (the School District), a Pennsylvania public school district organized and existing under the Pennsylvania School Code of 1949, 24 P.S. § 1-101, et seq., with offices in Allentown, Pennsylvania, or its successor; provided the School District, or its successor, would qualify as a tax exempt entity within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. In the event that the School District would not qualify as a tax exempt entity under Federal law, or if the School District declines the distribution of assets, then the Foundation's 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.

### **ARTICLE III MEMBERSHIP**

The Foundation shall have no members.

### **ARTICLE IV BOARD OF DIRECTORS**

**SECTION 1 – Powers and Duties:** All corporate powers of the Foundation shall be exercised by or under the authority of the Board of Directors.

**SECTION 2 – Number of Directors:** The number of directors shall not be less than nine (9) nor more than thirty (30). The then current Superintendent and Business Manager (the “School District Officers”) of the City of Allentown School District (the “School District”), or their designees (who shall be members of the School District’s administrative staff, such as the assistant superintendent or assistant business manager or similar position), shall be standing directors of the Foundation. At least one director shall be a member of the William Allen/Allentown High School Alumni Association and at least one from the Dieruff High School Alumni Association. At least one director shall be a member of the School Board (the “School Board Representative”). All members shall be elected by the Board of Directors, except the School Board Representative who shall be designated by the School Board. All members of the Board of Directors shall be voting members.

**SECTION 3 - Manner of Selection and Term:** The School District Officers, or their designees, as the case may be, shall remain in the office of director for as long

as the School District Officers hold their offices with the School District. The remaining directors (the “Elected Directors”) shall serve a term of three (3) years, except the initial appointed Elected Directors shall serve an initial term of one year, two years or three years, as determined by the initial Board in their meetings, so that the subsequent election of Elected Directors is staggered. The initial three year term shall be extended to include any period of service prior to the commencement of the annual fiscal year so that each three year term will expire on the last day of the new year. Directors shall be nominated by a Director and/or the Governance Committee, endorsed by the Executive Committee and elected by the Board of Directors. Except as provided herein, an Elected Director may only serve two consecutive full three-year terms and thereafter, may be again considered for election after a one-year absence from the Board. However, an Elected Director may serve all or part of a third consecutive full three year term if, at the end of said Director’s second consecutive full three year term, said Elected Director has been elected to serve as an officer of the Board of Directors and so continues to serve as an officer of the Board of Directors.

**SECTION 4 – Vacancies:** Except as otherwise stated in these by-laws, any vacancy occurring among the members of the board of directors shall be filled by a majority vote of the directors then in office. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor.

**SECTION 5 – Quorum:** A majority of the directors in office shall constitute a quorum for the transaction of business at any meeting of the board. Directors may not vote by proxy.

**SECTION 6 – Compensation:** No director shall receive, directly or indirectly, any compensation for his/her services as director.

**SECTION 7 – Vacancy on Board When Member Fails to Attend Meetings or meet obligations and duties:**

- (a) The Executive Committee can recommend, without prejudice to the Board, to vacate a seat if a Board Member does not attend Board and committee meetings or is not meeting the standards set forth by the Foundation.
- (b) If any Foundation board member shall neglect or refuse to attend three (3) successive regular meetings of the Board, the remaining board members may, by majority vote, declare the seat vacant and proceed to fill it in accordance with the by-laws.

## **ARTICLE V OFFICERS**

**SECTION 1 – Number and Qualifications:** The officers of the Foundation shall consist of a

president, vice-president, a secretary, a treasurer, and such other officers as the board of directors may from time to time appoint.

**SECTION 2 – Election and Term of Office:** The Officers of the Foundation shall be elected annually by the board of directors immediately following the election of directors, at the annual meeting. Vacancies may be filled at any meeting of the board of directors. Each officer shall hold office for one year and until a successor has been duly elected and qualified.

**SECTION 3 – President:** Subject to the control of the board of directors, the president shall have general supervision of the affairs of the Foundation. The president shall preside at all meetings of the board of directors, and shall have such other duties as may be prescribed by the board. The president shall serve as an ex-officio member of all committees, with the exception of the nominating committee. The president shall sign, execute, and acknowledge, in the name of the Foundation, deeds, mortgages, bonds, contracts or other instruments, authorized by the Board except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by these by-laws, to some other officer or agent of the corporation.

**SECTION 4 – Vice-President:** In the absence of the president, the vice-president shall perform the duties of the president. The vice-president shall have such other powers and duties as may be assigned by the board.

**SECTION 5 – Secretary:** The secretary shall be responsible for the minutes of all meetings of the board of directors. The secretary shall perform such additional duties as shall be assigned by the board.

**SECTION 6 – Treasurer:** The treasurer shall be responsible for the accounting of all monies for the Foundation, including depositing and investing them in accordance with the policy adopted. The treasurer shall have such additional powers and duties as may be assigned by the board. The treasurer may be bonded, at the expense of the Foundation, at the discretion of the board of directors.

**SECTION 7 – Executive Director:** The Board may appoint an executive director. If appointed, the executive director shall report to the board president and board members; direct fundraising programs; provide leadership and direction on day-to-day activities; establish and strengthen partner relationships; and represent the Foundation at functions in the community.

## **ARTICLE VI**

### **DIRECTORS' AND OFFICERS' LIABILITY AND INDEMNIFICATION**

#### **SECTION 1 – Powers; Personal Liability:**

- a) **General Rule:** Unless otherwise provided by statute, all powers vested by law in the Foundation shall be exercised by or under the authority of, and the business and affairs of the Foundation shall be managed under the direction of, the board of directors.
  
- b) **Standard of Care; Justifiable Reliance:** A director shall stand in fiduciary relation to the Foundation and shall perform his/her duties as director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner the director reasonably believes to be in the best interests of the Foundation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his/her duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:
  - (1) One or more officers or employees of the Foundation whom the director reasonably believes to be reliable and competent in the matters presented.
  - (2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person
  - (3) A committee of the board upon which the director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if the director has knowledge concerning the matter in question that would cause his/her reliance to be unwarranted.

- c) **Consideration of Factors in Discharging the Duties of Their Respective Positions:** The board of directors, committees of the board, and the individual directors may, in considering the best interests of the Foundation, consider the effects of any action upon employees, upon participants in Foundation activities, and upon communities in which offices or other establishments of the Foundation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (b).
  
- d) **Presumption:** Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interest of the Foundation.

**e) Personal Liability of Directors:**

(1) A director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take action, unless:

1. the director has breached or failed to perform the duties of his/her office under this section; and
2. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(2) The provisions of paragraph (1) shall not apply to the responsibility or liability of a director pursuant to any criminal statutes or the liability of a director for payment of taxes pursuant of local, State, or Federal law.

f) **Notification of Dissent:** A director who is present at a meeting of the board of directors, or of a committee of the board, at which action on any Foundation matter is taken shall be presumed to have assented to the action taken unless his/her dissent is entered in the minutes of the meeting or unless the director files written dissent of the action with the secretary of the meeting before adjournment thereof or transmits the dissent in writing to the secretary of the Foundation immediately after adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action. Nothing in this section shall bar a director from asserting that the minutes of the meeting incorrectly omitted his/her dissent if, promptly upon receipt of a copy of such minutes, the director notifies the secretary in writing, of the asserted omission or inaccuracy.

**SECTION 2 – INDEMNIFICATION:**

**SECTION 2.1 – Scope of Indemnification:**

a) **General Rule:** The Foundation shall indemnify, to the fullest extent permitted by law, an Indemnified Representative against any Liability in connection with any Proceeding in which the Indemnified Representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an Indemnified Capacity, including, without limitation, Liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) where the conduct of the Indemnified Representative has been finally determined pursuant to Section 2.6 or otherwise;

(a) to constitute willful misconduct or recklessness within the meaning of 15 PA C.S. 5746(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against Liabilities arising from conduct;

or

(b) to be based upon or attributable to the receipt by the Indemnified Representative from the Foundation of a personal benefit to which the Indemnified Representative is not legally entitled; or

(3) to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 2.6 to be otherwise unlawful.

b) **Partial Payment:** If an Indemnified Representative is entitled to indemnification in respect of portion, but not all, of any Liabilities to which such person may be subject, the Foundation shall indemnify such Indemnified Representative to the maximum extent permitted for such portion of the Liabilities.

c) **Presumption:** The termination of a Proceeding by judgment, order, settlement, or conviction or upon plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnified Representative is not entitled to indemnification.

d) **Definitions:** (for purposes of this Article):

(1) **“Indemnified Capacity”** means any and all past, present, and future service by an Indemnified Representative in one or more capacities as a director, officer, employee or agent, fiduciary or trustee of the Foundation or, if at the request of the Foundation, another foundation, corporation, partnership, joint venture, trust, employee benefit plan, or other entity or enterprise;

(2) **“Indemnified Representative”** means any and all directors and officers of the Foundation and any other person designated as an Indemnified Representative by the board of directors of the Foundation (which may, but not only, include any person serving at the request of the Foundation, as a director, officer, employee, agent, fiduciary, or trustee of another foundation, corporation, partnership, joint venture, trust, employee benefit plan, or other entity or enterprise);

(3) **“Liability” or “Liabilities”** means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys’ fees and disbursements); and

(4) **“Proceeding”** means 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 Foundation, or otherwise.

**SECTION 2.2 – Proceedings Initiated by Indemnified Representatives:** Notwithstanding any other provision of this Article, the Foundation shall not indemnify under this Article an Indemnified Representative for any Liability incurred in a Proceeding

initiated (which shall not be deemed to include counter claims or affirmative defenses) or participated in as an intervener or amicus curia by the person seeking indemnification unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the directors in office. This section does not apply to a reimbursement of expenses incurred in successfully prosecuting or defending arbitration under Section 2.6 or otherwise successfully prosecuting or defending the right of an Indemnified Representative granted by or pursuant to this Article.

**SECTION 2.3 – Advancing Expense:** The Foundation shall pay the expenses (including attorneys' fees and disbursement) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 2.1, or the initiation of or participation in which is authorized pursuant to Section 2.2, upon receipt of an undertaking by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined pursuant to Section 2.6 that such person is not entitled to be indemnified by the Foundation pursuant to this Article. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of such advance.

**SECTION 2.4 – Securing of Indemnified Obligations:** To further effect, satisfy, or secure the indemnification obligations provided herein or otherwise, the Foundation may maintain insurance, obtain a letter of credit, act as a 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 in such amounts, at such costs, and upon such other terms and conditions as the board of directors shall deem appropriate. Absent fraud, the determination of the board of directors with respect to such amounts, costs, terms and conditions shall be conclusive against officers, and directors and shall not be subject to voidability.

**SECTION 2.5 – Payment of Indemnification:** An Indemnified Representative shall be entitled to indemnification within thirty sixty (60) days after a written request for indemnification has been delivered to the secretary of the Foundation.

**SECTION 2.6 – Arbitration:**

- a) **General Rule:** Any dispute related to the right of indemnification, contribution or advancement of expenses as provided under this Article shall be decided only by arbitration in the City of Allentown, Lehigh County, Pennsylvania, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the Foundation, the second of whom shall be selected by the Indemnified Representative, and the third of whom shall be selected by the other two arbitrators. In the absence of the American Arbitration Association, or if any reason arbitration under the arbitration rules of the

American Arbitration Association cannot be initiated, or if one of the parties fails or refuses to select an arbitrator or if the arbitrators selected by the Foundation and the Indemnified Representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Foundation and the Indemnified Representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the Court of Common Pleas of Lehigh County, Pennsylvania.

- b) **Burden of Proof:** The party or parties challenging the right of an Indemnified Representative to the benefits of this Article shall have the burden of proof.
- c) **Fees and Expenses:** The Foundation shall reimburse an Indemnified Representative for the expenses (including attorneys' fees and disbursement) incurred in successfully prosecuting or defending such arbitration.
- d) **Effect:** Any award entered by the arbitrators shall be final, binding, and nonappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the Foundation shall be entitled to interpose as a defense to any such judicial enforcement proceeding any prior final judicial determination adverse to the Indemnified Representative under Section 2.1 in a Proceeding not directly involving indemnification under this Article. The arbitration provision shall be specifically enforceable.

**SECTION 2.7 – Contribution:** If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any Liability or portion thereof, the Foundation shall contribute to the Liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

**SECTION 2.8 – Mandatory Indemnification of Directors, Officers, Etc.:** To the extent that an Indemnified Representative of the Foundation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 PA C.S. 5741 or 5742 or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

**SECTION 2.9 – Contract Rights; Amendment or Repeal:** All rights under this Article shall be deemed a contract between the Foundation and the Indemnified Representative pursuant of which the Foundation and each Indemnified Representative intend to be legally bound. Any repeal, amendment, or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

**SECTION 2.10 – Scope of Article:** The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification,

contribution or advancement of expenses may be entitled under any bylaw, statute, agreement, or vote of disinterested directors or otherwise both as to action in an Indemnified Capacity and as to action in any other capacity. The indemnification, contribution, and advancement of expenses provided by or granted pursuant to this Article shall continue as to the person who ceased to be an Indemnified Representative in respect of matters arising prior to such time, and shall inure to the benefit of their heirs, executors, administrators, and personal representatives of such person.

**SECTION 2.11 – Reliance of Provisions:** Each person who shall act as an Indemnified Representative of the Foundation shall be deemed to be doing so in reliance upon the rights provided in this Article.

## **ARTICLE VII COMMITTEES**

**SECTION 1 – Committees:** Except as otherwise stated in these by-laws, committees will be formed by board consensus and the chair will be elected by the committee members. Except as otherwise stated in the by-laws, the president may appoint the members and designate the chair(s) of the standing and other committees as necessary. Committees shall serve at the pleasure of the board under such rules and regulations as the board may approve; committee members may include persons who are not members of the board, but the chairperson of any committee must be a member of the board. All action taken by committees shall be subject to ratification by the board.

**SECTION 2 - Executive Committee:** There shall be an executive committee composed of the officers and selected board members of the Foundation. The executive committee shall meet between scheduled board meetings to prepare the agenda items to be addressed at the meeting. All action taken by the executive committee shall be subject to ratification by the board. However, the executive committee may take action on behalf of the Foundation as authorized by the board at a prior meeting in accord with said authorization.

**SECTION 3 – Standing Committee:** Standing committees shall include at least the following: finance, governance, teacher innovation and planning & programming. Each standing committee will be chaired by an elected member of the board.

**SECTION 4 – Other Committees:** The board may create additional committees as needed.

## **ARTICLE VIII MEETINGS**

**SECTION 1 – Annual Meeting:** The annual meeting of the board of directors shall be held in the month of **June** at such time, date, and place as the board of directors shall determine.

**SECTION 2 – Regular Meetings:** Regular meetings will be held at least six (6) times per year between September and the following May. In addition to the annual meeting, regular meetings of the board of directors shall be at such time, date, and place, as the board of directors shall determine.

**SECTION 3 – Executive Committee Meetings:** Executive committee meetings will be held six (6) or more times per year. Executive committee meetings will be held between scheduled board meetings. The executive committee may also meet at the call of the president or any two officers to conduct business of the Foundation between meetings of the board.

**SECTION 4 – Committee Meetings:** Committee meetings will be held as necessary at the determination of the chair of the committee.

**SECTION 5 – Notice of Meetings:**

- a) **Notice of the Annual Meeting:** This shall be given to the board of directors not more than thirty (30) days or less than ten (10) days before the meeting.
- b) **Notice of Regular Meetings:** This shall be given to all the board of directors a minimum of seven (7) days prior to the meeting.
- c) **Waiver of Notice:** The notice requirements contained in these by-laws may be waived in writing by any director. All waivers shall be made part of the minutes of the meeting.

**SECTION 6 - Action in Lieu of a Meeting:** Any board action required or permitted to be taken by the board may be taken without a meeting, if 80% or more of all of the members of the board then in office shall consent to such action in writing. Such written consent shall be made a part of the minutes of the proceedings. Such action by written consent shall have the same force and effect as the same vote of the directors at a duly convened meeting. **Written consent may take the form of email communication.**

**SECTION 7 – Special Meetings:** Special meetings will be held at the request of the president, any two directors, or executive committee, whenever there is business that must be acted upon before the next regularly scheduled meeting. Notice of special meetings shall be given to the board of directors no less than three (3) days before the meeting. All other requirements of regular meetings shall be in effect for special meetings. No business may be transacted at a special meeting that was not contained in the notice of such meeting.

**SECTION 8 -- Conference Telephone Meetings:** One or more persons may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

## **Article IX ANNUAL REPORT**

**Section 1 – Financial Report:** Within one hundred twenty (120) days of the close of the fiscal year of this corporation, the Executive Director (or if none appointed, then the President or his designee) shall present annually to the Board of Directors of the foundation a report, verified by the audit/finance committee, showing in appropriate detail the following, which shall then be filed with the minutes of the meeting of the Board:

- a. The assets and liabilities, including the trust funds of the foundation as of the end of the fiscal year immediately preceding the date of the report.
- b. The principal changes in assets and liabilities, including trust funds, during the year immediately preceding the date of the report.
- c. The revenue of receipts of the foundation, both unrestricted and restricted, to particular purposes of the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.
- d. The expenses or disbursements of the foundation, 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 foundation.
- e. Concurrently with the presentation of the report to the Board of Directors of this foundation, a copy of the report shall be given to the Allentown City School District Board of Education and shall be available for inspection by the general public.

**Section 2 – Fiscal Year:** The fiscal year shall begin July 1 and end on June 30 of the following year.

## **ARTICLE X CONTRIBUTIONS, INVESTMENT, AND ALLOCATIONS**

**Section 1 – Contributions:** The Foundation shall accept contributions from donors in accordance with policies to be established by the Foundation. Any designated gift, if accepted by the Foundation, shall be used only for the purposes for which it has been designated. The Board is empowered to reject any gifts which it deems inappropriate.

The Foundation shall have the power, from time to time, to designate various funding divisions of contributions for the purpose of separately identifying and safeguarding the assets contributed by various donors to such divisions in order to insure the application of such assets and/or the income therefore for the purposes for which such divisions are created and for which contributions are made.

Among the funding divisions to be established by the Foundation shall be the General Fund, which shall be a general division for accumulation of assets contributed by donors to the Foundation without specific designation.

Notwithstanding the foregoing, upon the unanimous vote of the directors of the Foundation, a portion or all of the assets of any funding division may, at any time in the future, be transferred to another funding division, if it is determined that the original purposes of such funding division cannot be reasonably carried out with the assets allocated thereto; provided, however, no gift or donation made to the Foundation for a particular charitable purpose may be diverted from its original purpose unless and until the Foundation obtains Court approval of the disposition of the property.

**Section 2 – Investment of Assets:** The Foundation shall invest contributions received from donors in accordance with policies to be established by the Foundation. The Foundation shall have the power to invest assets of the various funding divisions separately or in the aggregate, or in various combinations thereof, so long as the assets from each separate funding division and the income generated therefrom can be separately identified and segregated for allocation purposes. The board of directors may utilize the services of the School District or may appoint a financial institution or investment advisor for purposes of investing the assets held by the Foundation. Any such utilization of services or appointment may be terminated by the Foundation at any time with or without cause. Any such financial institution or investment advisor may appoint a representative to attend meetings of the board of directors but shall have no vote at such meetings.

**Section 3 – Allocations:** The Foundation shall make distributions at least as frequently as annually, in support of its educational programs. In making distributions, the Foundation shall take into account the desires and goals, if expressed, by donors in making contributions to the Foundation; the needs of the School District; and the recommendations of the Allocations Committee of the Foundation.

## **ARTICLE XI MISCELLANEOUS**

**SECTION 1 – Rules:** Robert’s Rules of Order (in its most recent edition at the date of its use) shall be the parliamentary authority for all matters of procedure not specifically

covered by these by-laws or by other specific rules of procedure adopted by the directors of the Foundation.

**SECTION 2 – Report of Directors:** The president shall furnish a written report annually to all directors of the Foundation.

**SECTION 3 -- Checks:** All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Board may from time to time designate.

**SECTION 4 -- Execution of Documents:** Except as otherwise provided in these by-laws, the Board 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 corporation, and such authority may be general or confined to specific instances.

**SECTION 5 -- Deposits:** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the Board shall from time to time determine.

**SECTION 6 – Amendments:** These by-laws may be amended by the affirmative vote of two-thirds (2/3) of the directors of the Foundation. No action shall be taken to amend any by-laws unless written notice of the proposed amendment(s) shall have been given at least ten (10) days prior to the meeting. Any amendment is subject to ratification by a two-thirds (2/3) majority vote of the directors of the Foundation.

**SECTION 7 – Dissolution:** The Foundation may be dissolved at any time by a two-thirds (2/3) majority vote of the directors of the Foundation in accordance with such procedures as they shall from time to time adopt.

**SECTION 8 - Notice:** Notice to board members may be in writing or by email and each board member shall be required to provide the Executive Director with his or her email address if said board member has a current email address.

**Board adopted By Laws, July 16, 2009, with the following changes:**

Article II, Section 2—insert approved mission statement

Article V, Section 2—change to one year, each officer will hold office for one year

Article VIII, Section 1—annual meeting will take place in June

**Board adopted By Laws Amendments on December 8, 2011:**

Article I Name—organization name changed to Allentown School District Foundation

Article II, Section 1—purpose includes alumni

Article II, Section 4—insert businesses

Article IV, Section 2—Alumni representatives will serve on the Board, all members elected by the Board, except the ASD Board member

Article IV, Section 7—if a Board member does not attend 3 successive Board meetings, the Board can declare the seat vacant, by majority vote

Article VII, Section 3—standing committees: allocation, finance, fund development, and governance, each

committee chaired by Board member

Article X, Section 3—Allocations Committee will make recommendations for distributions of funds.

**Board Adopted By Laws Amendment on June 4, 2015:**

Article IV, Section 3 – Manner and Section of Terms

**Board Adopted By Laws Amendments on February 4, 2016:**

Article VII, Section 2 – Executive Committee may take action on behalf of the Foundation as authorized by the board at a prior meeting on accord with said authorization

Article VII, Section 6 – Action in Lieu of a Meeting – Action may be taken without a meeting if 80% or more of all of the members of the board then in office shall consent to such action in writing. Written consent may take the form of email communication.

Article XI, Section 8 – Notice to board members may be in writing or by email

**Board Adopted By Laws Amendments on April 4, 2018**

Article IV, Section 3 -- The initial three year term shall be extended to include any period of service prior to the commencement of the annual fiscal year so that each three year term will expire on the last day of the new year.

Directors shall be nominated by a Director and/or the Governance Committee, endorsed by the Executive Committee and elected by the Board of Directors.