

SEWICKLEY ACADEMY HOME AND SCHOOL ASSOCIATION BYLAWS

(Approved May 9, 2005, effective July 1, 2005)

ARTICLE I NAME AND PURPOSE

Section 1. Name. The name of this organization shall be Sewickley Academy Home and School Association.

Section 2. Purpose. Sewickley Academy Home and School Association (the Association) exists to support the students, parents, and faculty of Sewickley Academy by supporting the educational process as guided by Sewickley Academy's mission statement. Through its work and charitable contributions, the Association seeks to foster positive relationships and open communication among the parents, faculty, and administrative staff of Sewickley Academy and with the surrounding communities.

ARTICLE II MEMBERS

Section 1. Membership. Any parent, legal guardian, or other person standing in "loco parentis" with a child enrolled and attending Sewickley Academy is considered to be a member of the Association. In addition, any faculty and/or staff member of Sewickley Academy shall be considered to be a member of the Association.

Section 2. Dues. The Board of Directors (the Board) shall establish any dues for membership, with faculty/staff members without children in attendance at Sewickley Academy exempt.

Section 3. Association Meetings. Association members shall meet monthly during the school year. Anyone requesting to be on the agenda of an Association meeting shall contact the President two weeks in advance of the meeting. The agenda shall be made available to Association members one week prior to the scheduled meeting.

Section 4. Emergency Meetings. In the event a time-sensitive matter arises that requires Association action before the next regular monthly Association meeting, the President of the Board shall have discretion to convene an Emergency Meeting of the Board of Directors, or otherwise consult with all Board members, for the purpose of discussing and resolving the matter on behalf of the Association by a vote consistent with the provisions herein. Notice of any such action taken by the Board at an Emergency Meeting shall be provided to the Association membership no later than the next regular monthly Association meeting.

Section 5. Annual Meeting. An annual meeting shall be held in the Spring, during which the Chairman of the Nominating Committee shall announce the winners of the annual election of members to serve on the Board of Directors.

Section 6. Quorum. At all meetings of the Association, a majority of the current Board members must be present to constitute a quorum. All decisions require a majority vote, unless otherwise noted in these Bylaws, of Association members present at a meeting at which a quorum is present. In the event of a tie vote, the President has the right to cast an additional vote to break the tie. For these purposes, the President can, in effect, vote twice on an action if necessary to break a tie vote.

Section 7. Voting. Any member may be present at Association meetings and may vote on motions, serve on committees and otherwise fully participate in the activities of the Association.

Section 8. Presiding Official. The President of the Association or his/her designee shall preside over each Association meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. Composition. The Board of Directors of the Association shall include the President, Vice President, Secretary, Treasurer, three Parent Representatives, three Faculty Representatives, the Chairs of the Standing Committees (as listed in Addendum A), and the Special Liaisons.

Section 2. Code of Conduct. Any person who accepts a position on the Board will be expected to abide by the Sewickley Academy Home and School Association Board of Directors Code of Conduct attached hereto as Addendum B.

Section 3. Term of Office and Duties. After serving six consecutive years in any capacity on the Board, a Board member may be eligible for the same or other office following a lapse of one year, during which time the member has not served on the Board in any capacity.

Section 3.01 President. The President shall serve a one-year term and may be reelected for an additional consecutive term. Previous experience on the Board of Directors is recommended. The President shall preside at all meetings of the Association. The President shall perform all duties attendant to that office, subject, however, to the control of the Board of Directors, and shall perform such other duties as on occasion shall be assigned by the Board of Directors.

Section 3.02 Vice President. The Vice President shall serve a one-year term and may be reelected for an additional consecutive term. The Vice President shall preside at meetings of the Association in the absence of or at the request of the President. The Vice

President shall perform other duties as requested and assigned by the President, subject to the control of the Board of Directors.

Section 3.03 Secretary. The Secretary shall serve a two-year term. The Secretary shall keep the minutes of all meetings of the Association and shall provide one copy each for the Secretary, the President, and the Head of School.

Section 3.04 Treasurer. The Treasurer shall serve a two-year term. The Treasurer shall report at each regular meeting on the status of the Association's finances. The Treasurer shall assure that appropriate procedures are being followed in the financial affairs of the Association, and shall perform such other duties as occasionally may be assigned by the Board of Directors.

Section 3.05 Parent Representative. Each of the three Parent Representatives shall serve a two-year term and are not eligible to represent the same division for two consecutive terms. The Senior School and Lower School Parent Representatives shall be elected in the odd years. The Middle School Parent Representative shall be elected in the even years.

Section 3.06 Faculty Representatives. Each of the three Faculty Representatives shall serve a two-year term and are not eligible to represent the same division for two consecutive terms. The Senior School and Lower School Faculty Representatives shall be elected in the even years. The Middle School Faculty Representative shall be elected in the odd years.

Section 3.07 Standing Committee Chairs. Standing Committee (identified in Addendum A) Chairs, shall serve a one-year term on the Board of Directors.

Section 3.08 Special Liaisons. The Association may, from time to time, appoint Special Liaisons to the Board, which shall be identified in Addendum C. Special liaisons shall not be considered Board members for purposes of computing a quorum. Special liaisons may serve multiple terms.

Section 4. Election of Board Members.

Section 4.01 Nominating Committee. All current members of the Board of Directors who are not seeking re-election for the coming year shall constitute the Nominating Committee. The Committee shall choose a Chair from among its members by a two-thirds majority vote of those present at the first meeting of the Committee. The Nominating Committee shall 1) solicit nominations for openings on the Board of Directors for the coming year; 2) receive nominations by March 15 of each year; 3) confirm nominees' familiarity with Directors' duties and willingness to serve on the Board; 4) send out to all Association members a ballot listing all eligible nominees; 5) tally and verify the votes for each Board position opening; 6) notify the Association members at the annual meeting and otherwise of the winners of the Board election.

Section 4.02 Voting. Any member of the Association may vote on candidates for Board of Directors openings, via written ballot submitted prior to the annual Spring meeting.

Section 4.03 Transition. The final meeting of the year shall serve as a transition among the out-going, newly elected, and returning Board members. Out-going Committee Chairs shall submit an annual report for the newly elected Board members. Newly elected Board members shall assume their duties effective July 1.

Section 5. Resignation, Removal, and Vacancies.

Section 5.01 Resignation. Resignations of Board members are effective upon receipt by the Secretary of the Board of a written notification.

Section 5.02 Removal. Any Board member may be removed by a two-thirds vote of the current Board members present at an Association meeting, whenever in the Board's judgement the best interests of the Association will be served. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.03 Vacancies. Vacancies among the Board members prior to the expiration of his/her term shall be filled by a majority vote of the Association members present at an Association meeting and each person so selected shall serve for the balance of the unexpired term. The selected Board member may be re-elected when the balance of his/her term has expired, subject to the provisions of Article III, Section 3.

ARTICLE IV EXECUTIVE COMMITTEE

Section 1. Composition. The Executive Committee shall be composed of the President, Vice President, Secretary, and Treasurer.

Section 2. Duties. The Executive Committee shall transact all business of the Association in the intervals between Association meetings, formulate long range plans for the Board and the Association, consult on financial matters, and perform oversight functions perceived as necessary. This Committee shall also educate new Board members as to the Association's mission and parliamentary procedures.

Section 3. Meetings. The Executive Committee shall meet a minimum of one time per year.

ARTICLE V COMMITTEES

Section 1. Committee Establishment. The Board of Directors may, by resolution adopted by a majority of the members present at an Association meeting, establish

standing and/or ad hoc committees of the Board composed of at least two (2) persons which, except for the Executive Committee, may include members of the Association who are not Board members.

Section 2. Fundraising Allocation Committee. This Committee shall be comprised of the three Association faculty representatives, three parent members (one representing each Division) nominated by the Clothesline/Used Book Sale Chair and voted on by the Association, the Head of School or his/her administrative designee, the Association President, the Clothesline/Used Book Sale Chair, and a Chair who shall have prior Fundraising Allocation Committee experience, or its equivalent.

This Committee's objective is to determine how best to fulfill the focused goals and objectives of the Association through charitable grants. The charitable grants will supplement, not supplant the educational process, and support, not displace the educational budget of Sewickley Academy. The process of researching requests will furthermore provide a tool of learning and communication. Requests will be solicited from the faculty and administrative staff (via the Sewickley Academy Budget Committee) and parents (via the Association parent representatives) no earlier than the start of the school year and no later than October 31. The Fundraising Allocation Committee Process is outlined in Addendum D.

All grant requests shall either support the educational process as guided by the Sewickley Academy mission statement, support the work of the Association, or foster positive relationships or open communication among the Sewickley Academy constituents and/or the surrounding communities. Requests shall be fiscally prudent, non-redundant, and unavailable from other reasonably attainable budgetary funds or allocations.

Sewickley Academy administration will accept from the Association only gifts that support its mission, character, integrity, and independence.

Section 3. President's Role. The President shall be, Ex-Officio, a member of all Committees of the Board. With the exception of committees on which the President has an active role, he/she shall have a vote on Committees of the Board only when necessary to break a tie.

ARTICLE VI FINANCIAL AND LEGAL ADMINISTRATION

Section 1. Annual Budget. The annual budget proposed by the Treasurer shall be presented to the Association for review and approval. Expenditures in excess of \$500 not included in the annual budget require the prior approval of a majority vote of those present at a meeting in which a quorum is present.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money issued in the name of the Association and any and all securities owned or held by

the Association requiring a signature for their transfer shall be signed or endorsed by the Treasurer, President of the Board or any such person determined by resolution by the Board of Directors. Checks in excess of \$500 require the signatures of both the Treasurer and President.

Section 3. Deposits and Accounts. All funds of the Association, not otherwise employed, shall be deposited in general or special accounts in such banks, trust companies, or other depositories as the Board of Directors or any committee to which the Board has delegated such authority may select. All accounts will be reconciled on a regular basis by the Treasurer and the Vice President shall review such reconciliations in a timely manner.

Section 4. Investments. The funds of the Association may be retained in whole or in part in cash or be invested in such property, real, personal, or otherwise, or stocks, bonds, or other securities as the Board of Directors in its sole discretion may deem desirable, and which are permitted to organizations exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

Section 5. Fiscal Year. The fiscal year of the Association shall be July 1-June 30 but may be changed by resolution of the Board of Directors.

Section 6. Accountability. Association records shall be kept as required by Pennsylvania law at Sewickley Academy, and are subject to review or audit as determined by the Board of Directors. Association records shall include an original and duplicate record of the minutes of Association meetings, the original or a copy of the bylaws, including all addenda and amendments thereto to date, certified by the Secretary of the Association, and a membership register listing the names and addresses of the members. The Association shall also keep appropriate, complete, and accurate books and records of account. The Association shall comply with all regulatory and tax filings in a timely manner. The Association shall prepare an annual report as required by Internal Revenue Service guidelines.

Section 7. Dissolution. This Association may be dissolved only by a two-thirds vote of all its members present and voting at a special meeting, providing notice of the proposed dissolution has been mailed to each member at least ten (10) days before the meeting. 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 any qualified organization as directed by Sewickley Academy, 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 Allegheny County, 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 VII PARLIAMENTARY AUTHORITY

The rules contained in the 21st Century Robert's Rules of Order. Ed. The Princeton Language Institute. New York: Dell Publishing, 1995 shall govern at all meetings of the Association, provided they are not inconsistent with these bylaws and any special rule of order the Association may adopt.

ARTICLE VIII LIABILITY AND INDEMNIFICATION

Section 1. Personal Liability of Directors and Officers.

Section 1.01 Elimination of Liability. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of Directors, no Director of the Association shall be personally liable for monetary damages as such for any action taken, or any failure to take any action, as a Director of the Association.

Section 1.02 Nature and Extent of Rights. The provisions of this Article shall be deemed to be a contract with each Director of the Association who serves as such at any time while this Article is in effect and each such Director shall be deemed to be so serving in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any Bylaw or provision of the Articles of the Association which has the effect of increasing Director liability shall operate prospectively only and shall not affect any action taken, or failure to act, prior to the adoption of such amendment, repeal, Bylaw, or provision.

Section 2. Indemnification.

Section 2.01 Right to Indemnification. (1) As used herein, the word "Action" shall mean any action, suit, or proceeding, administrative, investigative or other matter, (i) to which such person is a party (other than an action by the Association, but Action shall include any action against the Association derivatively) or (ii) in connection with which such party is not a party but is a witness, subject to investigation or otherwise involved, in either case by reason of such person being or having been a Director of the Association; but in no event will the word "Action" include a situation where such person is a plaintiff. (2) Unless in a particular case indemnification would jeopardize the Association's tax exempt status under Section 501(a) of the Internal Revenue Code (the Code) or result in the Association's failure to be described in Section 501(c)(3) of the Code, and except as prohibited by law, every person shall be entitled as a matter of right to be indemnified by the Association against reasonable expense and any liability paid or incurred by such person in connection with any actual or threatened Action, whether brought by or in the right of the Association or otherwise, in which he may be involved, as a party or otherwise, by reason of such person having been a Director of the

Association. (3) As used in this Article, “indemnitee” shall include each Director of the Association and each other person designated by the Board as entitled to the benefits of this Article, “liability” shall include amounts of judgements, excise taxes, fines, penalties and amounts paid in settlement, and “expenses” shall include fees and expenses of counsel incurred by the indemnitee only (i) if the Association has not at its expense assumed the defense of the Action on behalf of the indemnitee with reputable and experienced counsel selected by the Association, or (ii) if it shall have been determined pursuant to Article VIII, Section 2.03 hereof that the indemnitee was entitled to indemnification for expenses in respect of an action brought under that Article VIII, Section 2. (4) An indemnitee shall give notice to the President of any actions, suits, or proceedings that appear to fall within this Article VIII, Section 2 as soon as is practical. Failure to provide such notice (absent exceptional circumstances) will result in loss of coverage under this Article VIII, Section 2, and will preclude any right to enter a claim under this Article VIII, Section 2 or to propose a settlement under subparagraph (5), for the matters in question. (5) Indemnification shall not be made for any settlement unless the terms of the settlement have been given approval specifically in writing, in advance of the settlement, by the President.

Section 2.02 Right to Advancement of Expenses. Unless in a particular case advancement of expenses would jeopardize the Association’s tax exempt status under Section 501(a) of the Code or result in the Association’s failure to be described in Section 501(c)(3) of the Code, every indemnitee shall be entitled as of right to have his expenses in defending any Action paid in advance by the Association, as incurred, provided that the Association receives a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for such expenses.

Section 2.03 Right of Indemnitee to Initiate Action: Defenses. (1) If a written claim under Section 2.01 or Section 2.02 of this Article is not paid in full by the Association within thirty (30) days after such claim has been received by the Association, the indemnitee may at any time thereafter initiate an action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of prosecuting such action. (2) The only defenses to an action to recover a claim for indemnification otherwise properly asserted under this Article shall be (i) that the indemnitee’s conduct was such that under applicable law the Association is prohibited from indemnifying the indemnitee for the amount claimed, or (ii) that indemnification would jeopardize the Association’s tax exempt status under Section 501(a) of the Code or result in the Association’s failure to be described in Section 501(c)(3) of the Code, but the burden of providing any such defense shall be on the Association. (3) The only defense to an action to recover a claim for advancement of expenses otherwise properly asserted under this Article shall be that the indemnitee failed to provide the undertaking required by Section 2.02 of this Article.

Section 2.04 Insurance and Funding. The Association shall purchase and maintain insurance to protect itself and any person eligible to be indemnified hereunder against any liability or expense asserted against or incurred by the indemnitee in connection with

any action, whether or not the Association would have the power to indemnify the indemnitee against such liability or expense by law or under the provisions of this Article. The Association may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 2.05 Non-Exclusivity: Nature and Extent of Rights. The rights to indemnification and advancement of expenses provided for in this Article shall (I) not be deemed exclusive of any other rights to which any indemnitee may be entitled, (ii) be deemed to create contractual rights in favor of each indemnitee who serves the Association at any time while this Article is in effect (and each such indemnitee shall be deemed to be so serving in reliance on the provisions of this Section), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which he was entitled or was designated as entitled to indemnification under this Article and shall inure to the benefit of the heirs and legal representatives if each indemnitee, and (iv) be applicable to actions, suits, or proceedings commenced after the adoption of this Bylaw, whether arising from acts or omissions occurring before or after its adoption.

ARTICLE IX AMENDMENTS

Section 1. Bylaws. These Bylaws may be altered, amended or repealed, and additional bylaws adopted, by a two-thirds vote of the members present and voting at any Association, annual Spring, or special meeting at which a quorum is present.

Section 2. Addenda. Addenda to the Bylaws may be altered, amended or repealed, and additional addenda adopted, by a majority vote of the members present and voting at any Association, annual Spring, or special meeting at which a quorum is present.

Section 3. Notice. A copy of the proposed amendment(s) will be made available to each member at least ten days prior to the meeting.

Addendum A
Sewickley Academy
Home and School Association Bylaws

Standing Committees

Camp Fair: This committee shall organize an event whereby the Association provides a forum for summer camp representatives to inform families about their respective camps.

Clothesline/Used Book Sale: It shall be the duty of this committee, under the direction of its' elected chair(s), to operate a system by which used and new clothing, books, sports equipment, and other suitable articles are collected and sold at the annual fall sale.

Fundraising Allocations: This committee shall be responsible for collecting the grant request forms from interested members of the Academy community, researching the requests and developing a comprehensive recommendation for allocation distribution, for approval by the Association.

Hospitality: It shall be the duty of this committee to assist the faculty, administration, and the Association with social events as requested. Additionally, this committee shall provide assistance with the Mavuno activities held on campus each fall.

Issues and Education: This committee shall support the faculty, administration, and parents in addressing issues of education by providing programs, speakers, and publications.

Library: It shall be the duty of this committee to organize volunteers to work in both campus libraries throughout the school year. This committee is responsible for Book Fairs held on campus each fall and at other times during the school year. The chair shall serve as a liaison between the libraries and the Association.

Special Events: This committee shall concern itself with special events and activities which promote positive relationships among parents, faculty and the administration of the Academy. Included are School Photo Day, Kennywood Day and coordination of the Faculty/Staff Appreciation Luncheon held each spring and the Inservice Luncheon hosted each August prior to the opening of school.

Webmaster: This committee shall be responsible for acting as a liaison between the Association and the Academy in regards to website information dissemination and support. The Association website shall be used as a communication tool, displaying information relevant to Association activities.

Addendum B
Sewickley Academy
Home and School Association Bylaws

Board of Directors
Code of Conduct

Any person who accepts a position as an Association Board member will be expected to abide by the following principles of leadership:

- a. Upholding the purpose, bylaws, policies and procedures of the Association.
- b. Performing his/her duties with integrity of purpose by working to ensure that the well being of students is the primary focus of all decisions.
- c. Recognizing that the Association is not a forum for the discussion of individual school personnel, students, parents or other members of the school community.
- d. Ensuring that all conversations between any Board member and constituents of the community shall remain confidential, only passing along information that is reliable and correct, as is necessary.
- e. Recognizing the integrity of his/her predecessors and associates and the merit of their work.
- f. Striving to be informed of the issues by attending meetings regularly and as an active participant.
- g. Making decisions only after relevant facts bearing on the question have been presented and discussed.
- h. Respecting the opinion of other members, while graciously conforming to the principle of “majority rule”.
- i. Refusing to use his/her position for personal gain.
- j. In the event of the possibility of personal interest conflict, disclosing his/her interests (recorded in minutes) prior to the matter being considered, and thereafter abstaining from participation in both the discussion of the matter and the vote thereon.

Addendum C
Sewickley Academy
Home and School Association Bylaws

Special Liaisons

Sewickley Academy's Chair of Arts Department

Sewickley Academy's Director of Athletics

Sewickley Academy's Director of Diversity

One member of the Sewickley Academy Parents of Children of Color

Addendum D
Sewickley Academy
Home and School Association Bylaws
Fundraising Allocation Committee (FAC) Process

- As part of the Clothesline Sale mailing, a letter explaining the FAC process shall be sent to the school community.

- As part of Sewickley Academy's annual budget process, each department and division head will be advised of the **opportunity** to include items that they believe are **consistent with** the school's mission and could be funded by either Sewickley Academy or the Association.

- Sewickley Academy's Budget Committee will evaluate all requests and compile a list of items that fit with the school's mission and determine which items can be funded internally and which items could not be funded unless external support is obtained.

- A prioritized list of items that **could be funded** from external sources would be presented by the Budget Committee Chair to the FAC Chair.

- **If needed**, meetings will be scheduled with FAC members and the Sewickley Academy Budget Committee (and requesting department chair, if need be) and the FAC and the requesting parent so the FAC member fully understands the request **and determine whether such charitable grants would be accepted, if approved**.

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- The FAC Chair shall meet with the Association Treasurer to determine the finances available for this purpose.

- The FAC shall reconvene to prioritize the list collectively considering the FAC **guidelines**. A numerical weighting system will be employed to evaluate each request against the established guidelines. To further validate the collective listing, each member of the FAC will prioritize individually. Differences shall be discussed and a final prioritized list compiled.

- After proper notification via placement on the agenda, the Association membership shall vote at a regularly scheduled Association meeting using a simple majority to approve or disprove the list in its entirety. If the list is not approved, Association membership feedback will be considered in creating a different prioritized list, which will be submitted for a vote at the next regularly scheduled Association meeting.

- The Sewickley Academy Budget Committee will be informed of the results of those items being **funded**. **Sewickley** Academy administration will inform all departments who requested items of the results.
- Granted items will be procured by Sewickley Academy and monies dispersed from the Association to Sewickley Academy **at the end of the fiscal year**.
- The Association Treasurer shall publish a list of items funded on the **Home and School website**.