

**Independence Charter School
Board of Trustees Meeting
May 10, 2006, 7:00 pm**

Board Members Present: Becky Baehr, Anyabwile Banko'le, Ryan Boyer, Christine Chisholm, Joana Davis-Diaz, Susan Gobreski, Sean Hennessy, Nicole Perkins Kilcullen, Rosina Miller, Laval Miller-Wilson, Ingrid Schafroth

Board Members Absent: Michelle Campbell, Eric Cramer, Lisa Nelson-Haynes, Pam Prell

Others Present: Jurate Krokys, CEO; Jerry Santilli, Santilli and Thomson; Ramzy Andrawos, Operations Manager; Megan Steelman, Administrative Assistant; Sean Gallagher, Vice Principal; Stephen Johns, David Webber, Jim Zwolak, Rob Kopf, Karl Olsen, Caryn Seltzer-Devine, Blake Smith, Robin Kohles, parents; Andrea Yanez, teacher; Claudia Lee, parent & teacher.

Before the meeting started, Mr. William Tomasco from the Philadelphia School District presented ICS with an Adequate Yearly Progress (AYP) award for meeting reading and mathematics targets for two years in a row.

I. Call to Order

President Susan Gobreski called the meeting to order at 7:09 pm.

II. Approval of Minutes

The minutes from the last Board meeting were circulated. **Rosina** noted that Eric's motion from the last meeting will be inserted as soon as he locates it. Rosina motioned to accept the minutes. Anyabwile seconded. The minutes were approved as written.

• **Public Comment**

Susan opened the floor to public comment. She noted that the only facility resolution that might be entertained tonight would be to possibly bid on the Durham School site again. There were no public comments at this time.

• **CEO Report**

Jurate noted that results from a recent teacher survey, as well as a summary comparison of PSSA test results, are attached to the CEO report. In addition, she pointed out that the list of workshops attended by teachers this school year has been updated and is also attached. She noted that the teachers have valued the meeting time on Enrichment Wednesdays, but that the Enrichment time has not worked out well for most of the students due to several factors, such as some Enrichment staff not showing up each week and some Enrichment staff not having good classroom management skills. She also introduced a draft calendar for the 2006-2007 school year and noted that it had also been circulated at today's staff meeting. The calendar includes seven professional development days; the plan would be to discuss curriculum every-other month on the professional development days. It also includes an early dismissal day once a month at noon. Teacher Andrea Yanez stressed how important it is for finding time for teachers to meet. Rosina asked whether the teachers are supportive of the proposed calendar. Andrea responded that, overall, the teachers are supportive of the calendar, but that the teachers may want to change the

professional development days to days other than Monday or Friday. Teacher Claudia Lee noted that ICS teachers work more hours than most teachers and that they do amazing work. She also added that the Enrichment time has made a major difference for teachers. Sean H. noted that the calendar seems to only have made a modest change. Becky asked how lunch would be handled with a noon dismissal. Jurate noted that the lunches would be shorter and earlier. Susan suggested that possibly lunches could occur in the classroom on the early dismissal days. Susan noted that she thought Enrichment had some opportunity for the kids, but that we didn't leverage the time. She added that she thinks this is a nice compromise. Becky stated that she thinks it's creative. Nicole asked whether this modest change is enough. Andrea stated that ideally teachers would like early dismissal once a week. Nicole suggested that we could poll the parents regarding who would actually need to eat lunch before the noon dismissal. If it were only a few, those students could come to the cafeteria at a given time; the other students could be fed during WINGS after dismissal or when they get home if they're not staying for WINGS. Jurate noted that the federal lunch regulations would need to be followed. Jurate also noted that this year's Wednesday focus was on writing and that we'd have a focus like that for the early dismissal days next year also. Christine suggested adding another professional development day, since they will partially be used to discuss curriculum. Sean H. asked whether we are planning on approving the calendar tonight. Lavall stated he thinks adding another professional development day is a good idea and that we may want to have a time in the first part of the school year where there are two days in a row. Susan noted that unlike a lot of schools, our teachers also get curriculum writing time before school starts.

Sean H. moved to approve the proposed 2006-2007 calendar with the addition of another professional development day on Thursday, December 21st. **Ryan** seconded. **The motion passed unanimously.**

Susan asked if there were any other CEO questions. Becky asked for an update on curriculum. Jurate states that the 6th grade currently studies Ireland, Israel and the Industrial Revolution, but it's been noted that by 7th grade there is a lack of world history. The feeling of the teachers is that it would be good to introduce a world history segment in 6th grade. There is also a plan to double the math preps in Middle School. All the students in a given grade level would learn the same core concepts, but would be in different groups to be able to go at different paces. This means hiring the right teachers and doing good scheduling. In addition, the day for the 7th and 8th graders will be longer; since none of them are eligible for the school bus, programming will go through to dismissal time. Claudia also noted that we're moving towards integrating arts into the FLES program. Jurate also stated that some teachers will be curriculum writers. Each teacher will get a binder, which will include several sections, including one on country studies. Jurate also noted that the International Festival will be held on May 25th; Board members should contact Ingrid, Joana or Jurate with suggestions of anyone you want invited.

Susan stated that development money needs to be included in the budget and that we need to make sure that the Board is invested in the object of the grant before we decide to apply for a grant. Jurate asked whether that meant having to ask Board approval before proceeding on any grant, given that there are often time

constraints. Jerry noted that the Board should decide about whether or not to accept grants awarded. Ryan stated that he would not want to stop the Principal's ingenuity. Jurate stated that she would like to continue seeking grants and that if we're awarded a grant, she would always bring it to the Board for approval. Susan noted to also mention it while in the process of seeking the grant.

- **PTA Report**

There was no PTA representative present. Susan reminded everyone that the Silent Auction is this Saturday.

- **Teachers' Report**

Andrea reported on behalf of the teachers that she gave the teachers' feedback earlier in regard to the calendar.

VI. Committee Reports

A. Facility

Susan explained that she'd allow 15 minutes for the first part of the Facility report that will be given now and that more discussion will occur later in order to ensure that other committee reports are given at this meeting. **Nicole** reported that on May 2nd a few ICS representatives attended a Center City Residents Association (CCRA) meeting to hear from the developer that is under contract for the Durham School site. The developer's plan is to build a condominium tower or townhouses with approximately 100 units. The community appears to be opposed to those plans. The developer has until 5/23 to decide whether or not to continue with the purchase process. Therefore, there may be a small window of opportunity on 5/23. When someone at the 5/2 meeting asked, "Who wants a school here?" many hands went up. Jurate also spoke at a 5/9 CCRA meeting. Nicole cautioned that we cannot do much until it is clear whether the contract between the developer and the school district is going to move forward or not. Sean noted that he is a CCRA member and that the CCRA is recommending that the developer's plan not be accepted and that the CCRA voted to send letters to the school district and other officials, stating they want a school on that site. A second neighborhood meeting is scheduled for 5/11, but we should not send a big group to that meeting.

Susan opened the floor for public comments. Several in the audience stated that this sounds good.

B. Finance

Sean H. moved the following resolution:

Be it resolved that the Independence Charter School Board of Trustees hereby authorizes its officers and/or the CEO to enter into an agreement with Santilli and Thomson, LLC for business services for a 3-year period beginning July 1, 2006 for a cost not to exceed \$55,548 per year, once appropriate contract review has occurred.

Rosina seconded. Sean noted that this represents less than a 3% increase. The motion passed unanimously. Several Board members noted what a pleasure it has been working with Santilli and Thomson. Jerry stated that he and his co-workers also enjoy working with ICS.

Sean H. then moved the following motion in regard to the Worlds of Opportunity Foundation:

Be it resolved that the Independence Charter School Board of Trustees hereby approves the attached Bylaws for the Worlds of Opportunity Foundation.

Rosina seconded. Discussion ensued. Sean noted that ICS will have a lot of oversight of the Worlds of Opportunity Foundation and that it is a mechanism, used by other charter schools, by which ICS can still receive a rental subsidy if we move to a purchased building. He also noted that both Eric Cramer and Terry Henry have reviewed the Worlds of Opportunity paperwork. Becky asked whether we should change the wording in the “capital costs” section in case we don’t purchase a building. Sean suggested that we pass the resolution and worry about changes if we don’t buy a building. Susan noted that if we make renovations, even if we’re leasing, we still own those renovations. Laval stated that we discussed this issue 3 months ago and that we wouldn’t be able to get money to renovate leased space.

The motion passed unanimously with a few changes to the attached document: 1) change the word “wishes” in the first line to “may wish,” 2) after the word “purchase” in the first line, add “or lease,” 3) take out the word “capital” in the second section.

Sean then gave the floor to Jerry to walk everyone through the proposed budget. Jerry noted that there are three handouts: 1) budget descriptions, which are good for reference, 2) budget highlights and 3) the budget. Jerry stated that the budget conforms with the 5-year plan and that it is based on a very conservative estimate of what the School District increase may be this year. He noted that curriculum consultants are still in the budget for next year. The \$300,000 surplus is on target with what will need to be on hand if a building is purchased. **Sean H.** moved to pass the budget; **Rosina** seconded. Discussion followed.

- Christine: There is \$10,000 allotted for curriculum consultants this year and \$15,000 for next year.
- Ryan: Does this budget include world history supplies for the sixth grade?
- Jurate: Yes.
- Ryan: We need a computer lab in the budget, whether or not we raise the money through donations.
- Susan: Is the mobile lab in the budget?
- Jurate: No.
- Sean: That would be after July.
- Jurate: The computer costs included in the budget include a \$10,000 software administration product, which will have a \$2,500 maintenance cost the following year.
- Susan: Is everything we want in the budget?
- Laval: Where do development and grants items go in the budget?
- Jerry: Line 5 is fundraising without strings.
- Christine: What is the \$15,000 in the computer line for?
- Jerry: Classroom computers.
- Christine: What is the line 42 tutoring item?
- Jurate: Projected use for the coming year.
- Claudia: Is the gifted program included?
- Jurate: I did not budget for a gifted teacher.

- Susan: Isn't that a curriculum/program change?
- Joana: Will we have a technology teacher?
- Jurate: A full-time computer science person is in the plan.
- Becky: Can half of the funds in line 30 be used toward the computer lab?
- Jurate: No, we want to use computers as part of "center" activities in the classroom.
- Sean: This budget does include a development person.
- Rosina: We just started this mobile lab campaign.
- Nicole: What is the cost of the computer lab?
- Jerry: \$30,000.
- Susan: It seems that we need a total of \$80,000 for technology: \$35,000 for the items that will be covered by the HP grant, \$15,000 for upgrading classroom computers and \$30,000 for the computer lab. We either need to amend the budget or send it to the Finance Committee and ask for an updated version for the June meeting.
- Ryan: Do we need a Development Director?
- Becky: We don't at the previous level; but, yes, we do want someone.
- Rosina (to Jerry): Do some of your schools use development consultants?
- Jerry: Yes, but you can't give them a percentage of what is raised.
- Ryan: But, we'd only make \$5,000 if we pay a \$50,000 salary and only raise \$55,000.
- Susan and Sean: It's a long-term investment.
- Ryan: We need to educate our children for the 23rd century. I'm still worried they'll be unprepared for 9th grade.
- Susan: A budget reflects choices. I requested a narrative budget, but we have not gotten that in as much detail as we wanted.
- Ryan: I think I know someone who might want to give toward the computer lab.
- Joana: Could we do without the nursing assistant?
- Jurate: No, this is typical with the size of our school.
- Laval: Should we outsource some events---like a 5-year anniversary event?
- Ingrid: I invite Ryan to join the Development Committee. There are various types of fundraising. It's hard to measure in a line item---especially in the first or second year. It takes time to develop relationships.
- Nicole: I think Jurate wanted to comment on the Gifted Support program.
- Jurate: We had been moving to integrate Gifted Support into the classroom without the students being removed artificially and to include students who didn't test into the GS program, but could gain some benefit from it. We scrambled at the beginning of this year for various reasons. Our GS parent survey results said that 70-75% of the parents wanted the kids pulled out. Between the Science person and the Computer person, there is enough time to cover the GS program, which includes six groups of children. We need to look practically at the budget. We've run into the problem of not a lot of space to pull kids out to. We continue to identify gifted students. Something like "Odyssey of the Mind" has to happen after school. Harold Kurtz from the PA Odyssey chapter was supposed to visit yesterday, but had a scheduling conflict.
- Claudia: Having a Gifted Support teacher would probably make the program stronger.
- Christine: I agree with Claudia.
- Nicole: If parents want pull out, we need the continuity of one Gifted Support teacher.
- Susan: Make sure it's not just another thing to ask of our teachers.
- Rosina: Since we're budgeting for a full-time computer person, doesn't that mean we have to have the mobile lab?

- Jurate: If need be, the current lab can be used.
- Sean: Here's what I think I've heard: 1) add the HP grant funds, both income and expenses, to the budget and 2) add a Gifted Support teacher to the budget.
- Ryan: Put the \$30,000 in for the computer lab.
- Sean: Are you saying to offset that by changing fundraising from \$55,000 to \$85,000?
- Jerry: I need to remind you that the \$300,000 surplus is already on paper for bonds.
- Nicole: It comes down to facility versus program.
- Laval: We don't need to vote on the budget until June.
- Sean: Jerry's pointed out, if your wait until June, teacher salaries can't be shared until after the June meeting.
- Ingrid: Are we saying we'll find \$30,000 elsewhere or find it within this budget?
- Ryan: I think I know someone who will commit significant funds.
- Ingrid: I don't think it's necessarily facility versus program.
- Jurate: We can delete one NTA position from line 59; that could be enough for a part-time gifted person.
- Becky: We can amend as we need to. Remember, we've been happily surprised at the School District's increase in past years.
- Nicole: What is the process for us to get more details?
- Susan: We have to stop relying on amending the budget. We need to set out priorities. We need to move toward better practice. We can't have pet projects.
- Sean: To sum up: we could adopt the budget with the following changes: 1) reflect the HP grant, 2) reduce 5 NTAs to 4 NTAs; change to _ a Gifted Support teacher, 3) increase fundraising by \$10,000, since Ryan feels that's fairly reasonable for him to raise.
- Ryan: Also I'd like to amend it to delete the Nursing Assistant.
- Joana: I second that.
- Rosina: The budget reflects 1.5 nurses.
- Ryan: I withdraw my amendment.
- Susan: We can adopt the budget and direct the Finance Committee to certain things and ask them to report at the June meeting. We also need a more complete narrative regarding changes.
- Jerry: There was a process in place. Letters went out to all committees. The Finance Committee worked on this for three months.
- Susan: Some members haven't been through this process before. I think we have a general spirit of agreement.

There was a voice vote; Susan didn't vote. The motion passed with all ayes.

Sean asked everyone to review the April financial statement; afterward we'll look at March's since we didn't get to those at the last meeting. **Sean H.** moved to pass the motion; **Rosina** seconded. Susan asked that the West Philadelphia Staff Development item be moved to "Staff Development;" Jerry agreed to change that. The motion passed unanimously.

Sean H. then moved to accept the March financial statement; **Christine** seconded. It was clarified that the Academy Bus cost was for the fifth grade dance trip to Harrisburg. The motion passed unanimously.

C. Curriculum

Christine reported that due to her being away, there have not been committee meetings; however, work has been accomplished. She also reported that she will

be stepping down from the Board of Trustees and the Curriculum Committee in June. The Board thanked her for all her work and noted that she will be missed.

Christine noted that Kristen Long has an exciting plan for curriculum writing. Binders will be compiled as resources for teachers. Christine and Jurate talked about the Coalition for Essential Schools. Although the standards for joining the group are not high, the Coalition does open up a lot of connections for our teachers. The cost is \$250 for half a school year. The group offers conferences and other resources. Kristen Long is also developing a list of “core” books to be read by each grade level. We need to keep asking, “How does this reflect our mission?”

Claudia added that the books Kristen is considering are very comprehensive. Jurate noted that we’ll be sure students experience a variety of books--- biography, fiction and others. Christine stated the Committee is also considering a proposal from the FLES teachers that the FLES program go to four days with a greater amount of time for each session. Claudia noted that we’re also trying to bring in additions like some art classes in Spanish, so students will be getting even more Spanish.

David Webber asked whether the HIV curriculum proposed by Tr. Anne, which includes six lessons a year for each grade level, could be part of a larger human sexuality curriculum. Christine responded that this is a first step towards expanding that curriculum. Becky added that at the fourth grade parents’ meeting, VP Sean talked about the Planned Parenthood part of the Middle School curriculum. Christine circulated the curriculum. Rosina noted that she’d like to see a broader health curriculum. Susan said she wished this had been circulated earlier. Nicole asked whether this might be confusing to the kids, since we don’t yet have a health plan in place. Susan stated this wouldn’t be happening in a vacuum. Christine noted the website where the curriculum information could be found and David Webber agreed to forward it to everyone on e-mail. Christine stated that she will present the resolution at the June meeting instead of tonight. Becky stated that she hopes when Christine steps down that we’ll be able to find someone to fill her shoes.

Nicole asked whether we’re prepared for computer technology. Christine and Jurate stated that it will be taught at several different levels, depending on the grade of the students.

D. Human Resources

Becky reported that the next meeting will be this Friday at 9a.m.; all Board members are encouraged to attend. Discussion will include: domestic partner benefits, sick time buy back (Becky asked people to send her any policies they have seen on this), multi-year contracts and a separate pay scale for non-teaching specialists.

Becky moved that the following resolution be passed:

Be it resolved that the Independence Charter School Board of Trustees offer full-time positions as stated below to the following individuals under the terms and conditions specified by the CEO and the ICS contract:

Cristina Quantana- 2nd grade Immersion

Ronith Epelbon- Kindergarten Immersion
Gina Ecchevarria- FLES (upper grades)
Sean seconded; the motion was passed unanimously.

E. Development

No report.

F. Discipline

No report.

G. Community Relations

Joana noted that a written report has been circulated. At the next committee meeting, parent Fran Melmed will present results of the recent parent survey. At the next meeting, the committee will bring names and bios of parents interested in running for the parent seat on the Board. Ryan is planning on running again. Susan corrected that Ryan's seat does not expire until next year; Anyabwile's seat will expire. We will hold an election and Anyabwile is planning to run again. Joana also noted that the website changes continue and that it will have the capacity to expand. Once it's ready, teachers will be taught how it will work and will be able to have their own web pages.

H. Healthy Kids

No report.

I. Diversity

Susan mentioned the Tavis Smiley Town Hall meeting that will be taking place this week.

J. Policy

The committee will be discussing the issue of domestic partners. We don't currently have a policy in place. The recollection is that when it was discussed in the past, it was viewed positively, but we didn't have all the needed information. Staff and others are working on this. The goal is to have a policy in place by September 2006. Ryan asked whether this would cover same-sex or opposite-sex couples. Susan noted that is one of the issues to be discussed. A meeting date will be set.

K. Legal

No report.

VII. Old Business

There was no old business.

VIII. New Business

Susan reminded everyone that officer elections will be held at the next meeting. Let Susan know if you're interested in running. Becky asked that people announce within the next week if they are running. Susan noted that we haven't had contested elections in a couple of years. Sean added that according to Roberts' Rules of Order, you keep having elections until one person wins; you do not have a run-off.

At this point, the meeting agenda returned to the Facility Committee report:

Nicole stated that she had planned on putting a motion out regarding asking for a special meeting just to talk about facility. She also stated that she plans to step down from the Committee, but not from the Board, in the fall of 2005 or when we begin negotiations for a building, whichever is earlier. She stated that after the last Board meeting, she felt we weren't ready to move forward. But, she feels we have the drive to move forward. She asked, "What is our school's passion?" She feels that sentiment hasn't been part of the process. She added that her fear is that we'll end up with a mediocre facility and a mediocre school, because we can't afford the "wish list" and we're taking so much time on the facility issue rather than on curriculum and middle school. We all realize space is an issue. It seems irrational not to consider the possibility of staying here. We need to try to resolve issues with the current facility. She further noted that she's concerned that Founding Members were voted down at the last meeting. And, she feels we need to gather more data about what we want our facilities program to be. To that end, Nicole feels a feasibility study would have been helpful. The Committee recommends bringing in a consultant to fully discuss the program, ensuring that key ICS constituents are involved. This would be a 2-4 week process to help us define our program and fine-tune it. Then, when we look at various facilities we can decide whether the facility meets our program needs. This would involve a 1-day intensive meeting and the total cost would be between \$15,000-\$20,000. We would get a program design and see how that fits into two or three facilities. Jerry responded that he thinks it makes sense to do this at this point.

Several facilities are currently being considered. One is 1501 Washington Avenue, which is now back on the market. It's 1-story of raw space; committee members who saw it recently thought it shows a lot of promise. The price is \$7.5 million, plus the cost of renovations. Another is the North American Street site; a third is 1209 Vine Street. Also, the Pinkus building (4th & Race) is still available for lease. The committee was not impressed with the 1209 Vine Street location. It also appears that the Durham site might be available again. Nicole noted, however, that according to the projected numbers, none of these is affordable. We currently pay \$960,000 per year for rent; that doesn't include renovations.

Becky asked what the Durham numbers are. Nicole responded that with the reduced program the amount is \$14.8 million; this includes an asking price of \$6 million. Without a gym, the price would be \$13 million. Sean stated that he shares Nicole's concern. He further stated that when the Liberty Square vote was taken at the last meeting, it was done in the spirit of finding out whether we wanted to be here. Sean added that he feels we should plan to negotiate a long-term lease elsewhere. Jerry responded that sometimes you need to take a leap of faith.

Anyabwile stated that there seems to be a sentimentality about this space. Since we know real estate in Philadelphia is outrageous, if we wait, we may never afford it. He added that he agrees with doing an assessment. Nicole interjected that we need to be careful not to be interfering with the contract that currently exists between the School District and the proposed buyer of the Durham site.

Anyabwile stated that, if we go with the North American site, it needs to be “all or nothing” ---- that we need the parking lot, too.

Rosina stated that, to an extent, there is probably some attachment to the current building and asked whether it might be possible to ask that Liberty Square be “condo-ized”? Becky stated that she has no attachment to this building, but to this part of the city. She added that she doesn’t have a preference for leasing or owning. Susan stated that she is attached to center city and that to her making a leap would depend on the building. She added that if we over commit financially, that would become our priority. Further, she stated that Durham would be her second choice. Nicole stated that Durham area residents would prefer keeping more green space. Ryan asked why CHAD would even consider letting us buy part of the building. Nicole responded that CHAD is looking to build down and up. Since they’re a school, they may consider. Sean asked H. whether anyone objects to our talking to our current landlord. Susan then called for a move to Executive Session to discuss negotiations.

X. Executive Session

The Board went into Executive Session at 11:15 pm to discuss real estate negotiations.

XI. Adjournment

The Board returned from Executive Session at 11:40 pm and the meeting was adjourned.

Handouts circulated at this meeting:

Agenda
Minutes from April 2006 meeting
CEO report
Proposed calendar for 2006-2007
PSSA test comparison
Teacher Conference Attendance Sheet
Facility Committee report
Community Relations Committee report
Finance Committee minutes
Financial Operations reports (ending 2/28/06 and 3/31/06)
Proposed budget for 2006-2007
Proposed By-Laws for Opening Worlds of Opportunity

**INDEPENDENCE CHARTER SCHOOL
BOARD OF TRUSTEES
Resolutions as Adopted
May 10, 2006**

1. Be it resolved that the proposed 2006-2007 calendar be approved with the addition of another professional development day on Thursday, December 21st.

The amended calendar is as follows:

ICS 2006-2007* CALENDAR

| | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Monday, August 21 st - Thursday, August 24 th | New Teacher Orientation |
| Friday, August 25 th - Thursday, August 31 st | Veteran and New Teachers In-Service Days |
| Friday, September 1 st | First day of 2006-2007 Teacher Contracts (set up rooms, etc) |
| Monday, September 4 th | School closed (Labor Day holiday) |
| Tuesday, September 5 th | No school for students (teacher room set up, etc) |
| Wednesday, September 6 th | First day for Grades 1-8 |
| Monday, September 11 th | First day for Kindergartners |
| Monday, October 2 nd | School closed (Yom Kippur) |
| Monday, October 9 th | No school for students (Professional Development Day) |
| Monday, November 13 th | School closed (Veterans' Day observed) |
| Thursday & Friday, November 23 rd & 24 th | School closed (Thanksgiving Holiday) |
| Friday, December 8 th | No school for students (Report Card Day) |
| Thursday & Friday December 21 st & 22 nd | No school for students (Professional Development Days) |
| Monday, December 25 th - Monday, January 1 st | Winter Recess (return to school on Tuesday, January 2 nd) |
| Monday, January 15 th | School closed (Martin Luther King, Jr. holiday) |
| Friday, February 2 nd | No school for students (Professional Development Day) |
| Monday, February 19 th | School closed (President's Day) |

| | |
|----------------------------------------------------------|----------------------------------------------------------------------------|
| Thursday, March 29 th | No school for students (Report Card Day) |
| Friday, March 30 th | No school for students (Professional Development Day) |
| Monday-Friday, April 2 nd -6 th | Spring Recess (this week includes the beginning of Passover & Good Friday) |
| Monday, May 14 th | No school for students (Professional Development Day) |
| Monday, May 28 th | School closed (Memorial Day holiday observed) |
| Tuesday, June 19 th | Last day of school for students |
| Wednesday, June 20 th | Last day of school for staff |

Early Dismissal (12 Noon) one time per month: 10/11, 11/8, 12/13, 1/10, 2/14, 3/14, 4/11, 5/9 & 6/13

*Calendar is subject to change due to unforeseen circumstances

2. Be it resolved that the Independence Charter School Board of Trustees hereby authorizes its officers and/or the CEO to enter into an agreement with Santilli and Thomson, LLC for business services for a 3-year period beginning July 1, 2006 for a cost not to exceed \$55,548 per year, once appropriate contract review has occurred.
3. Be it resolved that the Independence Charter School Board of Trustees hereby approves the attached Bylaws for the Worlds of Opportunity Foundation.

The amended attachment reads as follows:

BOARD OF TRUSTEES
INDEPENDENCE CHARTER SCHOOL

WHEREAS, Independence Charter School (ICS) may wish to purchase or lease an as-yet unknown facility (the "Facility"), for use as a charter school; and

WHEREAS, if ICS is successful in identifying an appropriate facility, it intends to undertake a project (the "Project") consisting of: (i) the acquisition of the Facility; (ii) the renovation and equipping of the Facility for use as a charter school; (iii) other costs related to moving the Corporation's facilities from their current location to the Facility; and (iv) other miscellaneous costs of the Corporation; and

WHEREAS, the Worlds of Opportunity Foundation (the "Foundation") has been incorporated to support and benefit ICS, and ICS desires to undertake the Project by having the Foundation to acquire and renovate the Facility and lease the Facility to ICS.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Supporting Organization. ICS hereby acknowledges that the Foundation has been incorporated for the purpose of supporting and benefiting ICS.

2. Board of Directors. ICS hereby ratifies the appointment of the following persons as Directors of the Foundation by the incorporators thereof:

David W. Webber
Eric L. Cramer
Terry M. Henry

3. Articles of Incorporation. ICS hereby ratifies the amendments to the Articles of Incorporation of the Foundation approved by the Board of the Foundation on February 24, 2006.

4. Bylaws. ICS hereby ratifies the approval of the Bylaws of the Foundation by the incorporators thereof and the amendment to the bylaws adopted by the Foundation's Board by unanimous consent dated April 3, 2006.

5. Effective Date. This resolution shall take effect immediately.

Adopted: _____, 2006.

BY-LAWS

WORLDS OF OPPORTUNITY FOUNDATION A Pennsylvania Nonprofit Corporation

TITLE, PURPOSE AND OFFICES

The name of the Corporation shall be WORLDS OF OPPORTUNITY FOUNDATION. The purpose of the Corporation shall be as set forth in its Articles of Incorporation. The Corporation shall maintain in the City of Philadelphia, Commonwealth of Pennsylvania a registered office and a registered agent at such office and may have other offices within or without the Commonwealth. The registered agent shall be as initially designated in the Articles of Incorporation of the Corporation or as subsequently designated from time to time by the Board of Directors.

MEMBERS

There shall be no members of the Corporation.

BOARD OF DIRECTORS

GENERAL POWERS; Number. The affairs of the Corporation shall be managed by its Board of Directors. The number of Directors of the Corporation shall be three.

NOMINATIONS, ELECTIONS. The initial Board of Directors shall consist of the Directors appointed by the incorporators of the Corporation. All Directors other than the initial Board of Directors shall be appointed to the Board of Directors by the board of Independence Charter School (the "ICS Board").

CHAIR AND VICE-CHAIR. The Board of Directors shall elect a Chair and a Vice-Chair from its members. The Chair shall preside at all meetings of the Board of Directors. In the absence of the President, or in the event of the inability or refusal of the same to act, the Chair shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President that are provided in these Bylaws. In the absence of the Chair or in the event of the inability or refusal of the same to act, the Vice-Chair shall perform the duties of the Chair.

REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than these By-laws, on the [first Monday in June], at the offices of the Corporation or such place as the Board of Directors shall select. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chair of the Board of Directors, the President, or any two Directors. The person or persons authorized to call special meetings of the board may fix any place in the City of Philadelphia as the place for holding any special meeting of the board called by them. Meetings may be held outside the City of Philadelphia only upon the vote or written agreement of two-thirds of all Directors.

NOTICE. Notice of any special meeting of the Board of Directors and notice of regular meetings other than the regular annual meeting shall be given at least two days prior thereto by written notice delivered to each Director at his address as shown by the records of the Corporation. If mailed, such notice may be given seven days prior to such meeting and shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice. Any one or more members of the Board of Directors or a committee thereof may participate in a meeting of the Board of Directors or a committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

MANNER OF ACTING.

General. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-laws, or the Articles of Incorporation.

Special Voting Provisions. The following actions shall require the approval of the ICS Board in addition to the approval of the Board of Directors: (i) the incurrence of debt over \$[25,000] in principal amount; (ii) the sale of any property of the Corporation with a fair market value over \$[25,000]; (iii) the entry into any contract under which the Corporation will be obligated to make payments over \$[25,000] in any year; and (iv) the amendment of the Articles of Incorporation or the By-laws.

Actions in Lieu of a Meeting. Any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all members of the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consent thereto by the members of the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or committee. Execution of such a consent in writing may be by electronic means to the extent permitted by Pennsylvania law.

Participation in Meetings. One or more Directors may participate in a meeting of the Board of Directors 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 the meeting.

REMOVAL. Any Director may be removed at any time by the ICS Board.

RESIGNATION. Any Director may resign from office at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the Corporation or its President. The acceptance of a resignation by the Board of Directors shall not be necessary to make it effective, but no resignations shall discharge any accrued obligation or duty of a Director.

VACANCIES. Any vacancy occurring in the Directors shall be filled by the ICS Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

COMPENSATION. Directors shall not receive any stated salaries for their services. By resolution of the Board of Directors, expenses of attendance, if any, may be allowed for each regular or special meeting of the board or other business of the Corporation, provided that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

TRANSACTIONS WITH DIRECTORS. In any instance where the Corporation proposes to enter into a contract or other transaction with one or more of the Directors or with a corporation, firm, association or other entity in which one or more of the Directors have a substantial financial interest or are officers or directors, other than Independence Charter School (an “interested party transaction”), the Director or Directors interested in the transaction shall: (a) make true and complete disclosure of the material facts relating to his or her interest to the Board of Directors, prior to any vote on the transaction; (b) other than as compliance with (a) above requires, absent himself from discussions, deliberations, or votes concerning the transaction; and (c) not be counted in determining the existence of a quorum.

In considering any interested party transaction, the Board of Directors shall satisfy itself that the transaction is fair and reasonable to the Corporation and does not constitute an “excess benefit” to the board member interested in the transaction. Whenever feasible, the Board of Directors shall approve an interested party transaction only after obtaining appropriate data as to the cost of comparable goods or services. In any instance where the Corporation approves an interested party transaction, the minutes of the meeting where such transaction is approved shall note: (a) the terms of the transaction; (b) the date it was approved and those who voted on it;

(c) the comparability data obtained and relied upon and how such data was obtained; and (d) the basis for the Corporation's decision to approve the transaction.

CONFLICT OF INTEREST DISCLOSURE. Each Director of the Corporation shall, upon appointment or election as a Director, complete and submit to the Board of Directors a Conflict of Interest Disclosure Statement, the form of is appended to these Bylaws as Exhibit A. Each Director's Statement shall be made part of the minutes of the board meeting at which it is submitted and disclose all interested party transactions involving each Director entered into or continued during the preceding year, as well as interested party transactions currently before the Board of Directors for its consideration. Nothing herein shall prohibit the Board of Directors from adopting additional disclosure, restriction, or other ethics policies.

OFFICERS AND EMPLOYEES

OFFICERS. The officers of the Corporation shall be a President, a Treasurer, a Secretary, and such other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these By-laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Any member of the Board of Directors may also hold any office of the Corporation.

ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

PRESIDENT. Subject to the direction and control of the Board of Directors, the President shall be in charge of the business and affairs of the Corporation; shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board of Directors; and, in general, shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-laws, the President may execute for the Corporation any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the Corporation and either individually or with the Secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President may vote all securities which the Corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Corporation by the Board of Directors.

TREASURER. The Treasurer shall be the principal accounting and financial officer of the Corporation. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Corporation; (b) have charge and custody of all funds and securities of the Corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of Treasurer and such other duties as

from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECRETARY. The Secretary shall record the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the Corporation; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

OTHER OFFICERS. Other officers shall be elected by the Board of Directors as it may determine and shall perform such duties as shall be assigned to them by the President or the Board of Directors, or by other officers so designated by the same. If required by the Board of Directors, other officers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

EMPLOYEES OF THE CORPORATION.

The Corporation may also employ, either as regular employees or independent contractors, consultants, accountants, attorneys, financial experts and such other personnel as may be necessary in the judgment of the President, subject to review and confirmation by the Board of Directors, to carry out the purposes of the Corporation.

COMMITTEES

COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, including an Executive Committee, each of which shall consist of two or more Directors and such other persons as designated by the Board of Directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Corporation. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed thereupon by law. No committee so appointed shall have any authority as to the following matters: (i) the filling of vacancies on the Board or on any committee; (ii) the amendment or repeal of the By-laws or the adoption of new By-laws; (iii) the amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable; (iv) the fixing of compensation of the Directors for serving on the Board or any committee; (v) the approval of the Corporation's annual budget; or (vi) removal of any Director.

TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the Directors of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

CHAIR. One member of each committee shall be appointed chair.

VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

RULES. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Directors.

CONTRACTS, CHECKS, DEPOSITS, INSURANCE AND FUNDS

CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances; provided, that the approval of the ICS Board is required for those contracts and transactions specified in Section 8 of Article III.

CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an assistant treasurer and countersigned by the President, provided that, in the absence of a contrary determination by the Board of Directors, such instruments in amounts less than \$2,000 may be signed by either the Treasurer alone or the President alone.

DEPOSITS. All funds of the Corporation shall be promptly deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the President or Board of Directors may select.

GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or, devise for the general purposes or for any special purpose of the Corporation. Such acceptance may be pursuant to a policy determined by resolution of the Board of Directors.

INSURANCE. The Corporation may purchase insurance in types and amounts and in such manner as shall from time to time be determined by resolution of the Board of Directors to be in the best interests of the Corporation, the Board of Directors and the officers and employees of the Corporation.

INDEMNIFICATION OF OFFICERS, DIRECTORS, AND EMPLOYEES

Scope of Indemnification.

The Corporation shall indemnify an indemnified representative against any liability incurred 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:

where such indemnification is expressly prohibited by applicable law;

where the conduct of the indemnified representative has been finally determined pursuant to Section 6 or otherwise: (i) to constitute willful misconduct or recklessness within the meaning of 15 Pa.C.S. §5713 or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or (ii) to be based upon or attributable to the receipt by the indemnified representative from the Corporation of a personal benefit to which the indemnified representative is not legally entitled; or

to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 6 to be otherwise unlawful.

If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Corporation shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the indemnified representative is not entitled to indemnification.

For purposes of this Article:

"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 of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or director of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

"Indemnified representative" means any and all directors and officers of the Corporation and any other person designated as an indemnified representative by the Board of Directors of the Corporation (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or director of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

"Liability" 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).

"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 Corporation, a class of its security holders, if any, or otherwise.

Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Article, the Corporation 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 intervenor or amicus curiae 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 reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 6 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Advancing Expenses. The Corporation shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 1 or 2 upon receipt of an undertaking by or on behalf of the indemnified representative to repay such amount if it shall ultimately be determined pursuant to Section 6 that such person is not entitled to be indemnified by the Corporation 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.

Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of 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 and shall not be subject to voidability.

Payment of Indemnification. An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the Secretary of the Corporation.

Arbitration. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article shall be decided only by arbitration in the metropolitan area in which the principal executive offices of the Corporation are located, 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 Corporation, 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 for 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 the arbitrators selected by the Corporation and the indemnified representative cannot agree on the selection of the third arbitrator within 30 days after such time as the Corporation 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 general jurisdiction in such metropolitan area. Each arbitrator selected as provided herein is required to be or have been a director or executive officer of a corporation whose shares of common stock were listed during at least one year of such service on the New York Stock Exchange or the American Stock Exchange or quoted on the National Association of Securities Dealers Automated Quotations System. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof. The Corporation shall reimburse an indemnified

representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration. 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 Corporation shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 1(a)(2) in a proceeding not directly involving indemnification under this Article. This arbitration provision shall be specifically enforceable.

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 Corporation 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.

Discharge of Duty. An indemnified representative shall be deemed to have discharged such person's duty to the Corporation if he or she has relied in good faith on information, advice or an opinion, report or statement prepared by: (a) one or more officers or employees of the Corporation whom the indemnified representative reasonably believes to be reliable and competent with respect to the matter presented; (b) legal counsel, public accountants or other persons as to matters that the indemnified representative reasonably believes are within the person's professional or expert competence; or (c) a committee of the Board of Directors on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

Mandatory Indemnification of Directors, Officers, etc. To the extent that a directors, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit 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 actually and reasonably incurred by such person in connection therewith.

Contract Rights; Amendment or Repeal. All rights under this Article shall be deemed a contract between the Corporation and the indemnified representative pursuant to which the Corporation 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.

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 statute, agreement, vote of disinterested directors or otherwise, both as to action in an official 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 a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Reliance on Provisions. Each person who shall act as an indemnified representative of the Corporation shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Article.

Interpretation. The provisions of this Article are intended to constitute bylaws authorized by 15 Pa.C.S. §5746(a).

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of

the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

FISCAL YEAR

The fiscal year of the Corporation shall end [June 30] of each year, or as otherwise fixed by resolution of the Board of Directors.

SEAL

The corporate seal shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Pennsylvania."

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act of Pennsylvania or under the provisions of the Articles of Incorporation or the By-laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

AMENDMENTS

The power to alter, amend, or repeal the By-laws or adopt new By-laws shall be vested in the Board of Directors pursuant to the Articles of Incorporation. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given and shall require the affirmative vote of two-thirds (2/3) of the Directors. The By-laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation. Any alteration, amendment or repeal of these By-laws, and the adoption of new By-laws, shall require the approval of the ICS Board.

ADOPTED: _____, 2006.

EXHIBIT A

CONFLICTS OF INTEREST POLICY

Statement of Policy

No director, officer or key employee shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the WORLDS OF OPPORTUNITY FOUNDATION (the "Corporation") or any of its affiliates and his or her personal interests.

Disclosure

To implement this statement, directors and officers of the Corporation shall make true and complete disclosure of the material facts relating to any personal interest he or she may have in any transaction before the Board or any of its Committees, prior to any vote on the transaction.

POTENTIAL CONFLICTS OF INTEREST STATEMENT

I have read the above Statement of Policy of the Corporation regarding Conflicts of Interest.

To the best of my knowledge and belief, neither I nor any person with whom I have or had a personal or business relationship is engaged in any transaction or activity, or has any relationship which may represent a potential competing or conflicting interest, as defined in the Statement of Policy.

And further, to the best of my knowledge and belief, neither I nor any person with whom I have a personal or business relationship intend to engage in any transaction, to acquire any interest in any organization or entity, to become the recipient of any gifts or favors which are substantial in nature or to become involved in any activity which might be covered by the Statement of Policy of the Corporation regarding Conflict of Interest.

Should the Board or any of its Committees consider any transactions in which I have a personal interest during my service as a member of the Board, I recognize my obligation to comply with the requirements and procedures set forth in the Conflicts of Interest Policy and the By-laws.

Date

Signature

4. Becky moved that the following resolution be passed:

Be it resolved that the Independence Charter School Board of Trustees offer full-time positions as stated below to the following individuals under the terms and conditions specified by the CEO and the ICS contract:

- Cristina Quantana- 2nd grade Immersion
- Ronith Epelbon- Kindergarten Immersion
- Gina Ecchevarria- FLES (upper grades)
- Sean seconded; the motion was passed unanimously.