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2
3 **BYLAWS**
4 **(Revised by-laws adopted December 2018)**

5 **OF**

6
7 **KEYSTONE DEVELOPMENT CENTER INC.**
8 **(A Pennsylvania Nonprofit Corporation)**
9

10
11 **Article 1. OFFICES**
12

13 **Section 1.1** The Keystone Development Center Inc. (“Center”) may have offices at such
14 places both within or without the Commonwealth of Pennsylvania as the Board of
15 Directors may, from time to time, determine.
16

17 **Article 2. DIRECTORS**
18

19 **Section 2.1. General Powers.** The Board of Directors shall have the power to employ and
20 terminate an Executive Director, to define and evaluate the duties and responsibilities of
21 said position and to determine his or her compensation and benefits.
22

23 The Board shall have all powers conferred on it by law, the Center’s articles of
24 incorporation and these bylaws. All powers of the Center shall be exercised by or under
25 the authority of the Board.
26

27 **Section 2.2. Number and Term of Office.** The number of directors of the Center shall be
28 designated from time to time by resolution of the Board of Directors and until changed by
29 the Board should not be greater than eleven. Each director shall be elected for the term
30 of three years and shall serve until his or her successor is elected and qualified or until his
31 or her earlier death, resignation or removal. Directors may not serve for more than three
32 successive three-year terms. A Director can serve more than 3 terms by sitting out a
33 term. A Director can designate an alternate through written notice to the Corporate
34 Secretary and approval by the Board of Directors.
35

36 **Section 2.3. Removal.** Any director may be removed with or without cause by the affirmative
37 vote of the majority of the Board, and another director may be elected in the place of the
38 director so removed to serve for the remainder of the term of the removed director.
39

40 **Section 2.4. Vacancies and Resignations.** Any director may resign at any time by giving
41 written notice to the Board of Directors, the President or the Secretary. The resignation
42 shall be effective upon receipt thereof or at such subsequent time as may be specified in
43 the notice of resignation. Unless otherwise specified therein, the acceptance of such
44 resignation shall not be necessary to make it effective. The Board may appoint, at its
45 discretion, new director(s) to fill unexpired terms.
46

47 **Section 2.5. Meetings.** Immediately after each annual election of directors, the Board of
48 Directors shall meet for the purpose of organization, election of officers, and the
49 transaction of other business, at the place where such election of directors was held.

1 Notice of such meeting need not be given. The Annual meeting of the organization shall
2 be held within 120 days of the end of the fiscal year.

3
4 In the absence of a quorum at said meeting, the same may be held at any other time and
5 place specified in a notice given as hereinafter provided for special meetings of the Board
6 of Directors. Regular meetings shall be held at such times and places as may be
7 designated by the Board of Directors. At such meetings the Board of Directors may
8 transact such business as may be brought before the meeting. Special meetings of the
9 Board of Directors may be called at any time, at the direction of the President or at the
10 written request of three or more of the directors, and shall be held at such time and place
11 as may be designated in the notice of the meeting. Business transacted at any special
12 meeting shall be limited to the purposes stated in the notice thereof.

13
14 **Section 2.6. Quorum.** A simple majority of the Board of Directors then in office shall
15 constitute a quorum for the transaction of Corporation business. If a majority of the
16 Directors consent in writing (including email) to any action to be taken by the
17 Corporation, such action shall be as valid as though it had been resolved at a meeting of
18 the Board of Directors. For purposes of determining a quorum and registering a
19 Director's vote at any meeting, it is understood that any Director may give, at any time, a
20 proxy in writing to a Board member to vote for the absent Director.

21
22 Once organized, and a quorum is confirmed, the Board may continue to transact business,
23 notwithstanding the withdrawal of such Directors from the meeting to leave less than a
24 quorum regardless of whether Directors leave after the meeting is organized, reducing the
25 number of Directors in attendance to less than a quorum.

26
27 **Section 2.7. Ex-Officio.** Board of Directors may request individuals to serve with the board in
28 its management discussions, such directors may participate in all discussions. *Ex-Officio*
29 Directors do not have a vote in any matters of the Board.

30
31 **Section 2.8. Notice of Meetings.** Written notice of regular or any special meeting stating the
32 place, date and hour of the meeting shall be given to each director entitled to vote at such
33 meeting not less than 5 days nor more than 60 days before the date of the meeting.

34
35 **Section 2.9. Elections.** Incorporating directors shall serve until the first annual meeting or
36 until their successors have been duly elected and qualified. At the first annual meeting
37 directors shall be elected to succeed the incorporating directors as follows: One-third
38 shall be for one-year terms, one-third shall be for two-year terms and one-third, or the
39 balance, shall be for a three-year term. Thereafter, all elected directors shall be for three
40 year terms.

41
42 **Section 2.10. Organization.** Every meeting of the Board of Directors shall be presided over by
43 the President of the Board, if one has been selected and is present, and, if not, the Vice
44 President, or in the absence of the Vice President, a chair will be chosen by a majority of
45 the directors present.

46
47 **Section 2.11. Participation in Meetings.** Unless the Board of Directors determines otherwise
48 in a particular case, one or more directors may participate in any meeting of the Board by
49 means of conference telephone or similar communications equipment by means by which

1 all persons participating in the meeting can hear one another. Participation in a meeting
2 in this matter shall constitute presence in person at such meeting.

3
4 **Section 2.12. Reimbursable Expenses.** Board members may be compensated for their service
5 and may be reimbursed for expenses actually incurred pursuant to a policy approved by
6 the Board of Directors.

7
8 **Section 2.13. Conflicts of Interest.** Directors and members of all committees shall be under an
9 affirmative obligation, in regards to any matter under consideration by the Board or by
10 their committee, to disclose any actual or potential conflicts of interest of themselves or
11 of members of their families or any organization with which they are affiliated. Directors
12 having any such interests may participate in the presentation but shall not participate in
13 the discussion of the motion on, or decision of such matter.

14
15 **Section 2.14. Net Profits.** No part of the net earnings of the Corporation shall inure to the
16 benefit of or be distributable to its directors and officers or other private person except
17 that the Corporation shall be authorized and empowered to make reasonable
18 compensations for services rendered and to make payments and distributions in
19 furtherance of the purposes.

20 21 **Article 3. COMMITTEES**

22
23 **Section 3.1. In General.** The Board of Directors may conduct its work through one or more
24 Committees to be established by resolution of the Board from time to time. At all times
25 there shall be an Executive Committee, a Nominating Committee, and a Finance
26 Committee, which shall have the responsibilities hereinafter set forth. Each Committee
27 may, from time to time, determine what number of its members shall constitute a quorum
28 for the transaction of business, and may prescribe regulations relating to its procedure
29 and the exercise of its functions.

30
31 **Section 3.2. Executive Committee.** The Executive Committee is composed of the officers of
32 the Board of Directors. Others can be appointed to the Executive Committee at the
33 discretion of the President. The Executive Committee shall, under the direction of the
34 Board, have charge of the activities of the Center, and in addition, between sessions of
35 the Board of Directors, shall have all the powers of the Board of Directors in the
36 management and direction of the business and affairs of the Center except as limited by
37 law, by the Center's articles of incorporation or these bylaws, and shall report to the
38 Board of Directors action which the Committee takes on behalf of the Board. At all
39 times, the Executive Committee shall act in a manner that is consistent with the policies
40 and guidelines of the Board of Directors.

41
42 **Section 3.3. Nominating Committee.** A Nominating Committee consisting of three or more
43 directors of the Center shall be appointed by the President, at least sixty days before the
44 Annual Meeting, to consider and recommend individuals to be nominated by the Board
45 of Directors to become directors of the Center. The Nominating Committee shall report
46 its nominations for directors and officers to the Board of Directors. In carrying out its
47 responsibilities, the Nominating Committee shall give due consideration to such
48 nomination criteria as the Board of Directors may from time to time direct.

1 **Section 3.4. Finance Committee.** The Finance Committee shall consist of three or more
2 directors of the Center and shall be elected by the Board on the recommendation of the
3 President. This Committee shall oversee the financial affairs of the Center, including the
4 development and monitoring of the Center’s annual budget and the investment of the
5 Center’s funds.
6

7 **Article 4. OFFICERS**
8

9 **Section 4.1. Officers.** The officers of the Center shall be a President, Vice President,
10 Secretary, and Treasurer, and shall include other officers as the Board of Directors may
11 authorize.
12

13 **Section 4.2. Qualifications.** The President, Vice President, Secretary, and Treasurer shall be
14 natural persons of full age. The Treasurer may be a corporation, but if a natural person,
15 shall be of full age. The Board of Directors may from time to time establish additional
16 qualifications for officers.
17

18 **Section 4.3. Election and Term of Office.** The officers of the Center shall be elected by the
19 Board of Directors immediately following the Annual Meeting and serve for a one year
20 (renewable) term. Any officer elected or appointed by the Board may be removed, either
21 with or without cause, by the Board.
22

23 **Section 4.4. Vacancies and Resignations.** Any officer may resign at any time by giving
24 written notice to the Board of Directors, the President or the Secretary. The resignation
25 shall be effective upon receipt thereof or at such subsequent time as may be specified in
26 the notice of resignation. Unless otherwise specified therein, the acceptance of such
27 resignation shall not be necessary to make it effective. The Board of Directors may, at its
28 discretion, elect new officer(s) to fill unexpired terms.
29

30 **Section 4.5. President.** The President of the Board shall preside at the meetings of the Board
31 of Directors. Such President shall also perform such other duties as may be specified by
32 the Board of Directors from time to time.
33

34 **Section 4.6. The Vice President.** During the absence or disability of the President, the Vice
35 President shall exercise all the functions of the President as herein above specified. He or
36 she shall perform any other duties delegated by the President or as determined by the
37 Board of Directors.
38

39 **Section 4.7. The Secretary.** The Secretary shall be responsible for the recording of all the
40 votes of the directors and the minutes of the meetings of the Board of Directors shall be
41 recorded in a book or books to be kept for that purpose; he or she shall see that notices of
42 meetings of the Board are given and that all records and reports are kept and filed by the
43 Center as required by law; he or she shall be the custodian of the seal of the Center and
44 shall see that it is affixed to all documents to be executed on behalf of the Center under
45 its seal; and, in general, shall perform all duties incident to the office of Secretary, and
46 such other duties as may from time to time be assigned by the Board of Directors.
47

48 **Section 4.8. The Treasurer.** The Treasurer shall be responsible for all receipts and
49 disbursements of the Center and shall have or provide for the custody of its funds and
50 securities. Unless the Board of Directors determines otherwise, The Treasurer shall have

1 full authority to invest such funds and securities; to receive and give receipts for all
2 money due and payable to the Center and to endorse checks, drafts, and warrants in its
3 name and on its behalf and to give full discharge for the same. The Treasurer shall
4 deposit the funds of the Center, except such as may be invested or required for current
5 use, in such banks or other places of deposit as the Board of Directors may from time to
6 time designate; and, in general, he or she shall perform all duties incident to the office of
7 Treasurer and such other duties as may from time to time be assigned to him by the
8 Board of Directors or the President. At all times, the Treasurer shall act in a manner that
9 is consistent with Board policies, procedures, and guidelines.

10
11 **Section 4.9 The Executive Director.** The Executive Director shall be appointed by the Board
12 of Directors and shall serve at its pleasure. The Board of Directors shall fix the salary, if
13 any, and other compensation related to the position. The Board of Directors shall
14 establish all other terms and conditions of the employment of the Executive Director. The
15 Executive Director shall be the chief executive officer of the Center. The Executive
16 Director shall have general supervision over the activities and operations of the Center,
17 subject, however, to the oversight and policies of the Board of Directors. The Executive
18 Director shall: (a) sign, execute, and acknowledge, in the name of the Center, deeds,
19 mortgages, bonds, contracts, or other instruments, authorized by the Board of Directors,
20 except in cases where the signing and execution thereof shall be expressly delegated by
21 the Board of Directors, or by these Bylaws, to some other officer or agent of the Center
22 and (b) in general, perform all duties incident to the office of Executive Director, and
23 such other duties as, from time to time, may be assigned to him/her by the Board of
24 Directors.

25
26 **Section 4.10. Other employees.** The Executive Director shall have sole authority to hire,
27 appoint, supervise, direct, and — if necessary — terminate, the other employees of the
28 Center within the limits of the annual budget and work plan, and policies adopted by the
29 Board of Directors

30 **Article 5. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

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32
33 **Section 5.1. Liability of Directors.** A director of the Center shall not be personally liable for
34 monetary damages for any action taken, or any failure to take any action, unless he or she
35 has breached or failed to perform the duties of his or her office as provided in the
36 Pennsylvania Nonprofit Corporation Law and the breach or failure to perform constitutes
37 self-dealing, willful misconduct or recklessness. Any repeal, amendment, or
38 modification of this Section shall be prospective only and shall not increase, but may
39 decrease, a director’s liability with respect to actions or failures to act occurring prior to
40 such damage.

41
42 **Section 5.2. Indemnification of Directors and Officers.** The Center shall indemnify any
43 director or officer of the Center who was or is an “authorized representative” of the
44 Center (which shall mean, for the purpose of this Article, a director or officer of the
45 Center, or such a person serving at the request of the Center as a director, officer, partner,
46 fiduciary or trustee of another corporation, partnership, joint venture, trust, employee
47 benefit plan or other enterprise) and who was or is a “party” (which shall include for the
48 purposes of this Article the giving of testimony or similar involvement) or is threatened
49 to be made a party to any “proceeding” (which shall mean for the purposes of this Article
50 any threatened, pending or completed action, suit, appeal or other proceeding of any

1 nature, whether civil, criminal, administrative or investigative, whether formal or
2 informal, and whether brought by or in the right of the Center, its members or otherwise)
3 by reason of the fact that such person was or is an authorized representative of the Center
4 to the fullest extent not prohibited by law, including without limitation indemnification
5 against expenses (which shall include for purposes of this Article attorney's fees and
6 disbursements), damages, punitive damages, judgments, penalties, fines and amounts
7 paid in settlement actually and reasonably incurred by such person in connection with
8 such proceeding unless the act or failure to act giving rise to the claim is finally
9 determined by a court to have constituted willful misconduct or recklessness. If an
10 authorized representative is not entitled to indemnification in respect of a portion of any
11 liabilities to which such person may be subject, the Center shall nonetheless indemnify
12 such person to the maximum extent not prohibited by law for the remaining portion of the
13 liabilities.

14
15 **Section 5.3. Advancement of Expenses.** The Center shall pay the expenses (including
16 attorneys' fees and disbursements) actually and reasonably incurred in defending a
17 proceeding on behalf of any person entitled to indemnification under Section 6.2 in
18 advance of the final disposition of such proceeding upon receipt of an undertaking by or
19 on behalf of such person to repay such amount if it shall ultimately be determined that
20 such person is not entitled to be indemnified by the Center as authorized in this Article
21 and may pay such expenses in advance on behalf of any employee or agent on receipt of
22 a similar undertaking. The financial ability of such authorized representative to make
23 such repayment shall not be prerequisite to the making of advance.

24
25 **Section 5.4. Security for Indemnification Obligations.** To further effect, satisfy or secure
26 the indemnification obligations provided herein or otherwise, the Center may maintain
27 insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash
28 collateral or other fund account, enter into indemnification agreements, pledge or grant a
29 security interest in any assets or properties of the Center, or use any other mechanism or
30 arrangement whatsoever in such amounts, at such costs, and upon such other terms and
31 conditions as the Board of Directors shall deem appropriate.

32
33 **Section 5.5. Reliance Upon Provisions.** Each person who shall act as an authorized
34 representative of the Center shall be deemed to be doing so in reliance upon the rights of
35 indemnification provided by this Article.

36
37 **Section 5.6. Amendment or Repeal.** All rights of indemnification under this Article shall be
38 deemed a contract between the Center and the person entitled to indemnification under
39 this Article pursuant to which the Center and each such person intend to be legally
40 bound. Any repeal, amendment or modification hereof shall be prospective only and
41 shall not be limited, but may expand, any rights or obligations in respect of any
42 proceeding whether commenced prior to or after such change to the extent such
43 proceeding pertains to actions or failures to act occurring prior to such change.

44
45 **Section 5.7. Scope of Article.** The indemnification, as authorized by this Article, shall not be
46 deemed exclusive of any other rights to which those seeking indemnification or
47 advancement of expenses may be entitled under any statute, agreement, vote of members
48 or disinterested directors or otherwise, both as to action in an official capacity and as to
49 action in any other capacity while holding such office. The indemnification and
50 advancement of expenses provided by, or granted pursuant to, this Article shall continue

1 as to a person who has ceased to be a director or an officer in respect of matters arising
2 prior to such time, and shall inure to the benefit of the heirs, executors and administrators
3 of such person.
4

5 **Article 6. ANNUAL REPORT**

6
7 **Section 6.1. Content and Distribution.** The Executive Director and Treasurer shall present at
8 the annual meeting of the Center a report showing in appropriate detail the following:
9

10 6.1.1 The assets and liabilities, including the trust funds, of the Center as of the end of the
11 fiscal year immediately preceding the date of the report.
12

13 6.1.2 The principal changes in the assets and liabilities, including trust funds, during the
14 fiscal year immediately preceding the date of the report.
15

16 6.1.3 The revenue or receipts of the Center, both unrestricted and restricted to particular
17 purposes, for the year immediately preceding the date of the report, including separate
18 data with respect to each trust fund held by or for the Center.
19

20 6.1.4 The expenses or disbursements of the Center, for both general and restricted
21 purposes, during the fiscal year immediately preceding the date of the report, including
22 separate data with respect to each trust fund held by or for the Center.
23

24 6.1.5. The annual report of the Board of Directors shall be distributed in printed form to
25 the voting members of the Center and shall be filed with the minutes of the annual
26 meeting of the voting members of the Center.
27

28 **Article 7. BORROWING, DEPOSITS, FUNDS, ETC.**

29
30 **Section 7.1. Borrowing, etc.** No officer, agent or employee of the Center shall have any
31 power or authority to borrow money on its behalf, to pledge its credit, or to mortgage or
32 pledge its real or personal property, except within the scope and to the extent of the
33 authority delegated by the Board of Directors. Authority may be given by the Board of
34 Directors to the President for any of the above purposes and may be general or limited to
35 specific instances.
36

37 **Section 7.2. Deposits and Investments.** All funds of the Center shall be deposited from time
38 to time to the credit of the Center in such banks, trust companies, or other depositories, or
39 invested in such manner, as may be authorized by these bylaws or by the Board of
40 Directors and such funds shall be withdrawn only upon checks signed by, and all such
41 investments shall only be disposed of by, the President, the Treasurer and such other
42 officers or employees as the Board of Directors may from time to time determine.
43

44 **Article 8: NON-DISCRIMINATION**

45
46 **Section 8.1 Civil Rights.** KDC prohibits discrimination in all its programs and activities on the
47 basis of race, color, national origin, sex, religion, age, disability, sexual orientation, and
48 marital or family status.
49

50 **Article 9. DISSOLUTION**

1
2 **Section 9.1. Dissolution Vote.** The Center may be dissolved by a 2/3 vote of all current
3 members of the Board of Directors (including written votes) after being duly notified that
4 such action may be taken.
5

6 **Section 9.2. Asset Disposal.** Upon the dissolution of the Corporation, the Board of Directors
7 shall, after paying or making provision for the payment of all of the liabilities of the
8 corporation, dispose of all of the assets of the Corporation exclusively for the purpose of
9 the Corporation in such manner, or to such organization or organizations organized and
10 operated exclusively for charitable, educational, religious or scientific purposes as shall
11 at the time qualify as an exempt organization or organizations under Section 501(c)(3) of
12 the Internal Revenue Code of 1986 (or the corresponding provision of any future United
13 States Internal revenue law) as the Board of Directors shall determine. Any such assets
14 not so disposed of shall be disposed of by the Superior Court of the county in which the
15 principal offices of the corporation is then located, exclusively for such purposes, or to
16 such organization or organizations, as said Court shall determine, which are organized
17 and operated exclusively for such purposes.
18

19 **Section 9.3. Dissolution Notification.** Upon the dissolution of the Corporation, all
20 appropriate agencies and parties affiliated with the Corporation shall be notified.
21

22 **Article 10. AMENDMENTS**

23

24 **Section 10.1. Bylaws.** These bylaws as adopted by the Board of Directors shall constitute the
25 whole of the Bylaws governing the Center.
26

27 **Section 10.2. Amend Bylaws.** Except as otherwise provided by Section 5.6 of these bylaws,
28 these bylaws may be amended or repealed, or new bylaws may be adopted, by a vote of a
29 majority of the Directors then in office at any regular or special meeting duly convened
30 after notice to the Directors of that purpose. Directors are to be given a reasonable
31 opportunity to consider by-law changes in advance of the meeting at which a vote to
32 change is taken. Any change in these bylaws shall take effect when adopted unless
33 otherwise provided in the resolution effecting the change.
34

35 **Section 10.3. Amend Articles of Incorporation.** The Articles of Incorporation may be
36 amended or repealed, or new Articles may be adopted, by a vote of a majority of the
37 Directors in office at any regular or special meeting duly convened after notice to the
38 Directors of that purpose. Directors are to be given a reasonable opportunity to consider
39 Article changes in advance of the meeting at which a vote to change is taken. Any
40 change in the Articles shall take effect when adopted unless otherwise provided in the
41 resolution effecting the change.
42