

## **BYLAWS OF ASPIRE SCHOLAR ACADEMY**

### **ARTICLE I: NAME**

The name of the corporation shall be Aspire Scholar Academy (“ASA”).

### **ARTICLE II: NON-PROFIT STATUS AND EXEMPT ACTIVITIES LIMITATION**

ASA is a Utah non-profit corporation, and is or shall be recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code. Notwithstanding any other provision of these Bylaws, no Director (as such term is defined in Article IV), Officer (as such term is defined in Article VII Section 1), Employee, Member (as such term is defined in Article V), or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, Member, or other private person. The corporation shall be authorized to pay reasonable compensation for services rendered, such as but not limited to ASA teachers, in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws. No substantial part of the activities of ASA shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the organization shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

### **ARTICLE III: PURPOSE**

ASA is organized to operate exclusively for charitable and educational purposes. ASA’s mission is to allow families to build and strengthen an educational community that allows parents to partner together in mentoring students. ASA’s vision is to create an organization that allows students to be uplifted and encouraged by their peers while taking advantage of educational opportunities provided by ASA, including youth classes, humanitarian projects, parent support classes, and additional group activities for homeschooled youth ages 11-18. ASA seeks to assist students in becoming leaders, learning who they are, discovering their personal mission, and learning the skills to passionately pursue their personal mission.

### **ARTICLE IV: LOCATION**

The principal office of the organization, at which the general business of the corporation will be transacted and where the records of the corporation will be kept, will be at such place in the State of Utah as may be fixed from time to time by the Board of Directors (the “Board,” as consisting of “Directors”).

### **ARTICLE V: MEMBERS**

**SECTION 1. Eligibility.** Membership in ASA shall be open to parents who: (1) sign and agree to uphold the ASA Bylaws and the principles embodied therein; (2) pay the membership fee set by the Board from

time to time; (3) sign the Hold Harmless Agreement and Code of Conduct; (4) agree to serve in some capacity with ASA (e.g., as Mentor, Assistant Mentor, Director, Member of Advisory Board, or Parent Committee); (5) agree to attend the registration meeting, the annual meeting (“Spring Meeting”), and at least two other parent meetings per school year; and (6) agree to stay informed of ASA activities through current organizational communication systems. Each Youth Member must also sign the Code of Conduct. New membership applications may be suspended if the capacity limitations for ASA have been met, as outlined in Article 5, Section 6.

**SECTION 2. Membership Renewal.** Membership is automatically renewed annually if Members comply with membership requirements listed above. The Board reserves the right, in its reasonable discretion, to deny renewal if membership requirements are not met.

**SECTION 3. Membership Cancellation and Suspension.** Any Member desiring to cancel membership with ASA must present notice in writing to the Secretary. The Board reserves the right to suspend or revoke membership to any Member for any reason.

**SECTION 4. Classifications.** There shall be two classes of membership (with each individual being referred to as a “Member”): Parent Member and Youth Member, the characteristics of which will be determined by the Board from time to time.

**SECTION 5. Dues.** Annual membership dues shall be determined by the Board and must be paid in accordance with the schedule established by the Board. The dues are used to cover building, administrative, registration, activity, bookkeeping, training, and other expenses. The Board reserves the right to use the dues on any matter that supports the purposes of ASA. If a Member withdraws from ASA before classes start, they may petition for a refund of a portion of their dues paid. , which petition shall be heard and the outcome determined by the Board in its reasonable discretion.

Class fees may vary according to Mentor needs and class supplies. The Board will establish a fee for each class per semester and notify parents of the amount prior to the first class of the semester. During the first two weeks after classes begin each semester, students may add or drop classes by notifying the Secretary. Class fees will be refunded during this period, less the cost of books and other materials. An add/drop fee will be charged for each scheduling change. Any unused class fees from each class will be returned to the ASA general fund.

**SECTION 6. Capacity.** Each class shall have a capacity limit set by the Board, with recommendation by class Mentors. Once a class has reached capacity, additional students will be placed on a waiting list and added to the class only if an opening arises. No more than the greater of 70 students or 40 families may participate as Members of ASA at any one time. If the overall capacity is reached, admittance of new students will be halted to preserve an atmosphere of excellence, scholarship, and unity. If capacity is reached, a new organization may be created at such time in accordance with Article XIV.

**SECTION 7. Rights of Members.** The Board from time to time may establish certain rights and privileges relating to the specific classes of membership. All Members, except youth members, have

voting rights on any matter delegated to the Members by the Board. Members have no interest in the property, assets or privileges of ASA. Cessation of membership shall operate as a release and assignment to ASA of all right, title and interest of any Member, but shall not affect any indebtedness of ASA to such Member.

**SECTION 8. Liability of Members.** No Member shall be personally liable to ASA's creditors or for any indebtedness or liability and any and all creditors shall look only to ASA's assets for payment.

## **ARTICLE VI: MEETINGS OF MEMBERS**

**SECTION 1. Spring Meeting.** The Members shall hold an annual meeting ("Spring Meeting") at a time and place determined by the Board.

**SECTION 2. Pre-registration Meeting.** The Members shall hold an annual meeting ("Pre-registration Meeting") at a time and place determined by the Board.

**SECTION 3. Member Meetings.** Meetings of the Members may be called by the Board at such time and place as the Board may determine. At least 10 days' notice of any meeting shall be given to the Members.

## **ARTICLE VII: BOARD OF DIRECTORS**

**SECTION 1. Governance of ASA.** The governance of ASA shall be vested in the Board which shall consist of at least three Directors. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the Board shall exercise all authority in the governance of ASA. The Directors serving hereunder shall have the power, authority and responsibilities of and shall perform the functions provided for Directors under the Utah Revised Nonprofit Corporation Act, including, but not limited to, the power to do the following:

- (a) To appoint and control and at its pleasure remove any agents and employees and to allow such compensation for their services as the Board shall deem proper. This shall include the power to appoint investment advisors, trust companies, banks, or other fiduciaries to invest and safeguard ASA's assets;
- (b) To prescribe, consistent with these Bylaws, the duties of any individual appointed to a position of leadership within ASA ("Officer");
- (c) To determine and govern all matters affecting ASA's finances, discipline, committees or the function;
- (d) To verify and approve the classes to be offered at ASA; and
- (e) To conduct such acts as may be required to carry out ASA's exempt purposes.

All powers not delegated by the Board are reserved to the Board.

**SECTION 2. Composition of the Board.** The Directors may be individual Members who provide specific expertise or experience deemed valuable and beneficial to ASA.

**SECTION 3. Election of Directors.** The election of Directors shall be made at the Spring Meeting, or if action is not then taken, or if there is a vacancy, the election may be made at any regular or special meeting of the Board for which notice is given as provided herein. The Directors elected as set forth herein shall be elected by the majority vote of the then-serving Directors. If there is no majority vote, the Directors shall be elected by majority vote of the Members. Those Directors elected will be presented to the Members each year at an annual event or meeting, as determined by the Board.

**SECTION 4. Term of Office.** The term of each Director will be one year. Directors may serve two consecutive terms; however, a Member who has served two consecutive terms will be eligible to serve again as a Director after a period of one year following the completion of the two consecutive terms.

**SECTION 5. Unexpired Term.** If a Director dies, resigns, or is removed, the Board may elect a Director to serve until the next Spring Meeting, at which time the Director will be presented to the Board for election to a first full one-year term.

**SECTION 6. Removal of Director.** Any Director may be removed with or without cause from the Board by a combined affirmative vote of two-thirds of the Directors and a majority vote of all other Members present at an official meeting of the Members.

**SECTION 7. Compensation and Expenses.** No compensation will be paid to any Member of the Board for services as a Member of the Board. By resolution of the Board, reimbursement of reasonable expenses related to the business of ASA may be allowed.

## **ARTICLE VIII: OFFICERS**

**SECTION 1. Number and Titles.** The Officers of ASA will be a President, an Administrative Vice-President, a Parent Representative Vice-President, and Secretary, the appointment of whom shall be by nomination by the Board and ratification by a majority of the Members at the Spring Meeting. Officers shall hold office for one year. To become an Officer, the person must be a Parent Member in good standing of the Board.

**SECTION 2. Duties.** The duties of these Officers shall be those which usually pertain to these offices.

**SECTION 3. Eligibility.** Officers may serve two consecutive one-year terms in the same position, and are eligible to serve again in that same office after a period of one year of non-service following the completion of two consecutive terms. An individual elected as President must meet the following requirements prior to election:

- (a) Have been an ASA Member for at least two years;
- (b) Have LEMI Philosophy Training experience;
- (c) Have current or past experience teaching an ASA class; and
- (d) Have previous service on the Board.

If no individual meets the requirements for election to President as contained in this Section 3, then the only requirement is for service as the President shall be previous or current service on the Advisory Board. The Administrative Vice-President and Parent Representative Vice-President must meet the same requirements, except that each need only have been a Member for one year.

**SECTION 4. Vacancy.** A vacancy in any office may be filled by a majority vote of the Board for the unexpired portion of the term.

## **ARTICLE IX: COMMITTEES**

**SECTION 1. Advisory Committee.** The Advisory Committee will consist of the positions listed below and any other position deemed necessary by the Board. The Advisory Committee will have an odd number of voting members. The members of the Advisory Committee must be ASA Members. The members of the Advisory Committee shall serve in the following capacities:

- (a) Secretary;
- (b) Treasurer;
- (c) Webmaster;
- (d) Facilities Representative;
- (e) Events Coordinator;
- (f) and Principal Mentor.

Optional Advisory Committee members include a Public Relations Specialist, an Historian, and a Librarian. The Secretary will chair the Advisory Committee. The Advisory Committee shall serve as the central advising and information gathering committee for the Board and will provide insight into ASA's current activities, parental preferences, and other matters of concern. The Advisory Committee will meet four times per year and will act under the authority of the Board. The presence of a majority of Advisory Committee members shall be required to authorize action.

**SECTION 2. Parent Committee.** All parents not serving as a Mentor, Member the Board of Directors, or on the Advisory Committee are required to serve on a parent committee. The parent committees shall be determined by the Board from time to time.

**SECTION 3. Schedule and Class Committee.** The President-Elect will chair the Schedule and Class Committee. This committee includes the President, the President-Elect, and the Principal Mentor and will organize classes and schedules. The Board or the Members of this Committee may choose to appoint other Members or Officers to this Committee when necessary.

**SECTION 4. Special Committees.** The Board may establish such special committees as it deems appropriate from time to time. Special committees shall have the duties and responsibilities as the Board shall designate from time to time.

## ARTICLE X: MEETINGS OF THE BOARD OF DIRECTORS

**SECTION 1. Board Meetings.** An annual meeting and regularly scheduled meetings of the Board will be held at times and places to be designated by the Board. The Board shall hold at least four meetings per year. Board meetings may be held via telephone or video conferencing or in person.

**SECTION 2. Special Board Meetings.** Special meetings of the Board may be called by a majority of the Board, or at least eight Members of ASA. At least 48 hours of notice (electronic, phone, or written) shall be given before any such meeting. Such meetings may be held via telephone or video conferencing or in person.

**SECTION 3. Notice.** Notice of the place, date and time of each meeting of the Board shall be given to each Director not less than two days before the date of such meeting. Any notice referred to in this Section 3 may be given by any reasonable means and need not specify the purposes of the meeting, except with respect to a proposed action to elect or remove a Director or Officer. Notice of any meeting shall be considered given if mailed (including electronic mail) or otherwise sent or delivered to the Director at his or her address specified in the records of the Corporation, including any electronic mail address. The giving of notice shall be deemed to be waived by any Director who shall attend and participate in such meeting, other than to protest the lack of proper notice at or prior to such meeting, and may be waived, in writing, by any Director either before, at, or after such meeting. Such shall be filed with or entered upon the records of the meeting. Notice of meetings of the Board need not be served on the Members.

**SECTION 4. Quorum and Voting.** Except as otherwise provided in the Articles of Incorporation or these Bylaws, a majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Directors. At all meetings of the Board, each Director present is entitled to cast one vote on any motion. A majority of votes is necessary when a quorum is present to carry out actions of the Board.

**SECTION 5. Action without a Meeting.** When an action requires a vote in a circumstance where convening a Board meeting would be impractical or inconvenient, such action may instead be taken without a meeting by a writing or writings signed by that number of Directors required to approve the action. A vote taken by electronic mail or "email" shall constitute a writing "signed" by a Director. In the case of an action proposed and vote taken by email, each Director shall be sent notice of the proposed action in the manner set forth in Section 3 of this Article above. Failure to respond to a request for vote within the time set forth in the notice shall constitute a "no" vote for the proposed action.

## ARTICLE XI: INDEMNIFICATION

ASA, and its members, shall defend, indemnify, and hold harmless every agent, employee, director, or officer, and his or her heirs, executors, or administrators, against liability, including expenses reasonably incurred in connection with any action, suit, or proceeding to which the individual is made a party by reason of being or having been an agent, employee, director, or officer; provided, however, that the

person being indemnified must have acted in good faith and in a manner that was reasonably believed to be in the best interests of ASA as determined by the Board. The Board shall have the right to impose reasonable conditions to such indemnification, including that ASA shall have the right to assume and control the defense or settlement of any claim made against the person to be indemnified.

## ARTICLE XII: GENERAL PROVISIONS

**SECTION 1. Deposits and Withdrawals of Funds.** All funds of ASA not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories as the Board of Directors may direct. Any withdrawal of funds must be in accordance with the policies and procedures established by the Board.

**SECTION 2. Authorization.** The Board may authorize any officer(s) or agent(s) of ASA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, ASA. Such authority may be general or confined to specific instances as determined by the Board.

**SECTION 3. Accounting.** Proper accounting policies, procedures, methods, and safeguards shall be established by the Board and the officers to protect ASA.

**SECTION 4. Fiscal Year.** The fiscal year of ASA will be June 1 through May 31, or such other period as determined by the Board.

**SECTION 5. Contracts with Officers and Directors.** No Officer or Director of ASA shall be interested, directly or indirectly, in any contract relating to the operations conducted by ASA, or in any contract for furnishing services or supplies to ASA, unless such contract is (i) authorized by a disinterested majority of the Board at a meeting at which the presence of the interested persons is not necessary for such authorization, and (ii) the fact and nature of such interest is fully disclosed or known to the Directors present at the meeting at which the contract is to be authorized.

**SECTION 6. Limitations on Debt.** No debt shall be incurred by ASA beyond the accounts payable incurred by it as a result of its ordinary operating expenses, and no evidence of indebtedness shall be issued in the name of ASA unless authorized by the Board. The title to all property of ASA, both real and personal, shall be vested in ASA.

## ARTICLE XIII: AMENDMENTS

**SECTION 1. Amendments.** **Members, including the members serving as the board of directors,** shall have power to suggest, make, alter, amend, and repeal the Bylaws of ASA by affirmative vote of two-thirds of the Members provided, however, that the Members are given 14 days' prior notice of the meeting at which the proposed amendments to the Bylaws are considered, including any amendments that are proposed to be adopted at a meeting of the Members and the Board as outlined in Article VI and in Article X Section 2.

**SECTION 2. Tax Exempt Status.** Any and all amendments to these Bylaws shall be consistent with the ASA's status a tax-exempt organization under Code Section 501(c)(3).

#### **ARTICLE XIV: DIVISION**

If ASA has reached its maximum capacity, as defined in Section 6 of Article IV, and at least five Members desire to consider creating a new corporation, a special meeting of the Members will be called to consider and act on such a proposal. A majority of the current Members must approve the creation of the new corporation. In selecting Members to stay with or leave ASA, considerations include current leadership positions, geography, and participation levels. ASA will help mentor any new corporation with its start-up process and system creation.

#### **ARTICLE XV: DISSOLUTION**

In the event of the dissolution of ASA and after the payment or the provision for payment of all the liabilities of ASA, the Board in its sole discretion shall transfer all the net assets of ASA to those persons or organizations qualified as exempt under Code Section 501(c)(3), if any, during the year the dissolution occurs as in the opinion of the Board can best carry out such purposes or help create newly qualified charitable organizations to carry out such purposes. Any assets not so disposed will be disposed of by a court of competent jurisdiction in the county in which the principal office of ASA is then located.

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**CERTIFICATE OF SECRETARY**

**OF**

**ASPIRE SCHOLAR ACADEMY**

I, the undersigned, do hereby certify:

1. That I am the duly elected Secretary of ASPIRE SCHOLARS ACADEMY, a Utah corporation; and

2. That the foregoing Bylaws, comprising seven (7) pages, constitute the Bylaws of said Corporation as duly adopted by the Board of Directors on \_\_\_\_\_, 2017.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said Corporation on March \_\_\_, 2017.

[INSERT NAME], *Secretary*

(SEAL)