

## Applicant Assurances

*Print this sheet, complete and sign the spaces at the bottom, scan, and attach to the electronic application.*

*The Board Chair must sign the following agreement prior to submitting the application package.*

*Should the agreement be signed by someone other than the current Board Chair, the application package will be deemed Administratively Incomplete.*

School Name: **FREEDOM PREPARATORY ACADEMY**

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the Amendment Request process or revocation after award.

The Applicant understands that applications must be received by SCSB staff no later than the third Friday of the month preceding the month of the requested SCSB meeting and that incomplete applications will not be considered.

The Applicant acknowledges that all information presented in the application package, if approved, may become part of the charter to be used for accountability purposes throughout the term of the charter.

The Applicant acknowledges that the charter school governing board is subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should comply such.

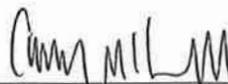
The Applicant acknowledges that the most current academic and compliance data will be provided to the SCSB for its consideration of the application.

The Applicant acknowledges that prior to inclusion on the agenda, the SCSB recommends charter school governing boards schedule an appointment with SCSB staff to discuss the request and provide clarification to any staff questions.

The Applicant acknowledges that this application was approved by the charter school's governing board during an open and public meeting.

The Applicant acknowledges that the charter school's governing board must present this application to the SCSB in an open and public meeting.

Cary McConnell  
Name of Board Chair

 2/21/19  
Signature of Board Chair /Date

Amendment Request – Freedom Preparatory Academy

School Entity Information

Name of School: Freedom Preparatory Academy

Name of School Administrator: Lynne L. Herring

Contact Information for School: 801.437.3100 or lherring@freedomprep.net

Local School District: Provo and Alpine

Below, list the names and positions of all current Board Members (officers, members, directors, partners), and their positions. Also list any other current charters in which they act as a corporate principal or charter representative. Add rows as necessary.

Table with 3 columns: Name, Position, All Charter Affiliations. Rows include Cary McConnell (CAO), Robert Merrill (CFO), Paul Baltes (Board Member), Thomas Chan (Board Member), and Jay Garlock (Board Member).

Contractual Charter Agreement Goals

Table with 3 columns: Goal, Target, Current Performance. Rows include Student attendance each school year, % of all Academy students meet or exceed the state proficiency level in Science, Math, and ELA, and % of all Academy students will participate in state-mandated testing.

## Amendment Request – Freedom Preparatory Academy

### Required Attachments:

- If the school is *not* meeting all charter contractual agreement goals, then include the governing board's corrective action plan. (Corrective action plan limited to two pages.)

*The goals within the Freedom Prep Charter were established many years ago. With the proposed charter changes we are requesting that our goals be modified as outlined above.*

### Freedom Preparatory Academy's Corrective Action Plan for SCSB application – April 2019

#### Secondary School – grades 6-12

**English (ELA):** Freedom Preparatory Academy has been focusing on improving literacy across all grade-levels with the addition of No Red Ink, a digital online program we have purchased that is adaptive and helps students identify weak areas and provides practices to improve them. Before implementing this in all grade levels, we piloted this in our 9<sup>th</sup> grade and saw significant improvement in our 9<sup>th</sup> grade SAGE scores compared to the same group the year prior. Additionally, our English teachers have received more specific professional development on how to best use **No Red Ink** and the formative data it provides.

We have had professional development specifically targeted to improve literacy across all subject areas and grades. We have provided our English classes with either Chromebooks or iPads in order to provide the necessary tools to use the No Red Ink Intervention.

**Math:** We are implementing a new math curriculum better aligned to state standards in both our middle school and high school. Implementing **Illustrative Math** in grades 6-8 next year. Professional development taking place May – Aug, to begin fall of 2019. Grades 9-12 are moving to **Mathematics Vision Project (MVP)** curriculum with CMI (Comprehensive Mathematical Instruction) professional development.

We will also be implementing the adaptive personalized learning software **Imagine Math** across our 6-8<sup>th</sup> grade in order to shore up the gaps in mathematical learning many individual students are currently experiencing.

**Science:** We have transitioned all 6-8<sup>th</sup> graders to the State's **OER Seed** curriculum in order to be better aligned to state standards. We have also purchased Seed reference books for our high school science courses as well.

**Over all three areas:** We have implemented the **ACT-Aspire** interim and summative tests for 9-10<sup>th</sup> grades this year. We have also provided professional development for all core teachers for interpreting the data, find ways to identify weak areas and create plans to address those weaknesses. We have also provided **Visible Learning** professional development to help teachers identify the best ways to improve real learning and growth in their classes.

#### Elementary - K-2 and 3-5

**ELA** – Freedom Preparatory Academy focuses each year on improving our students' literacy proficiency by focusing on students' reading and writing abilities. This year Freedom Preparatory Academy has

## Amendment Request – Freedom Preparatory Academy

implemented new programs and assessments to better drive our instruction for an increase growth in ELA proficiency as measured by Acadience and RISE. All K-5 students participate in in Acadience BOY, MOY, and EOY testing to measure instructional effectiveness throughout the school year. In addition to the benchmark testing, at-risk students are assessed through **Acadience** progress monitoring every 3 to 5 weeks to ensure that intervention programs are effective, and students are showing growth. This data is discussed as an academic team after each assessment period and adjustments are made to services and classroom instruction as needed. Teachers have been trained during faculty meetings and professional development days to read data and then take that information and make an academic plan and goal for their students.

Freedom Preparatory Academy has piloted a new intervention program, **WonderWorks**, in kindergarten this year and has seen outstanding growth in our students. We plan on expand this program next year to service K-3 grade students who are showing at-risk signs in reading according to Acadience benchmark testing. Freedom Preparatory continues to use **Lexia, AR, and STAR** to support students reading along with the addition of **Edgenuity's Pathblazer** this year in grades 3<sup>rd</sup>-5<sup>th</sup>.

Freedom Preparatory Academy has also reviewed our curriculum practices and this year has dedicated several professional development days to training teachers in writing high quality curriculum maps and then providing teachers a weekly time to rewrite their grade level curriculum map. All curriculum maps follow a set format to ensure quality and each days' lessons are aligned with the Utah ELA state standards. These maps include learning activities, objectives, along with formative and summative assessments. Level 1 teachers and all new teachers to Freedom Preparatory Academy submit a weekly lesson plan to the principal to ensure their lessons follow their grade levels curriculum maps. We anticipate excellent results from the above changes/efforts.

**MATH-** Freedom Preparatory Academy has also implemented a **new edition of Saxon math** this year. This new edition aligns with the Utah State Core and provides our teachers with resources to expand or support students' learning. In addition to implementing the new edition of Saxon math, Freedom Prep has implemented two supplemental math programs to provide individualized instruction to our students along with filling in some gaps in the Saxon math program. First, teachers are using **OnCore** which is a supplemental math program that aligns with the Utah State Core and can be taught in any order. Teachers use this additional program to fill in gaps as needed for their class. If teachers need additional lessons for a math topic to help students master the concept taught, they turn to On Core and teach the lessons on that topic. Second, Freedom Preparatory Academy has implemented **Edgenuity's Pathblazer** in grades 1<sup>st</sup>-5<sup>th</sup>. Students are assessed in this math program and placed in their program according to their instructional needs. Students login for at least 30 minutes each week to receive individualized instruction each week in math. Reports are sent to the teacher weekly that show students growth and struggles. Teachers can then tailor their upcoming lessons to accommodate each students' needs.

**SCIENCE-** Freedom Preparatory Academy continues to implement the FOSS science program at the elementary levels. This program provides hands on learning for our students to help them master their grade level science standards. Classes have access to a science room as they conduct their experiments. Freedom Preparatory Academy purchased additional **FOSS kits** this year to accommodate our student growth. Freedom Preparatory Academy has also piloted **STEM Rodeo days** this year to helps students take an inquiry-based approach to science and apply skills taught to real life situations. These days happen 3 times a year. During STEM Rodeo, students are engaged in a problem-solving task that involves them to apply their

## Amendment Request – Freedom Preparatory Academy

knowledge of math, science, engineering, and technology helping to prepare our students for the new science standards.

### Requested Amendment(s) to Charter

---

1. Complete as many sections as apply.
2. Provide requested details and supporting documentation as outlined for each amendment requested.

### Amendments Requiring State Charter School Board (SCSB) Approval

#### *Change to effectiveness goals, performance measures, or accountability plan.*

##### Required Attachments:

- Redline version showing new additions and ~~removed language~~ in contractual agreement performance measures.
- Provide supporting documentation for the requested change.
- Include revised table of contents if appropriate.

#### *Change to Bylaws, Articles of Incorporation, or contractual agreement specific to number of board members or board member election / appointment process.*

##### Required Attachments:

- A redline version showing new additions and ~~removed language~~ in Bylaws.

#### *Change to original application sections (requires policies or written procedures).*

##### Required Attachments:

- A redline version showing new additions and ~~removed language~~ and revised table of contents, or
- If completely rewritten, the new policy or procedure with new effective date, indicating superseding of previous policy or procedure.
- Excerpt from board minutes at which policy was approved



FREEDOM  
PREPARATORY ACADEMY

ORIGINAL 2003  
FIRST AMENDMENT 2012  
SECOND AMENDMENT 2014  
THIRD AMENDMENT 2019

AMENDED AND RESTATED  
BYLAWS  
OF  
THE FREEDOM ACADEMY FOUNDATION  
A UTAH NONPROFIT CORPORATION

AMENDED AND RESTATED BYLAWS  
OF  
THE FREEDOM ACADEMY FOUNDATION

~~ARTICLE 01~~

~~LIMITATION ON ACTIVITIES~~

~~Section 01.1 No substantial part of the activities of this Foundation shall be the carrying-on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501 (h) of the Internal Revenue Code), and this Foundation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Bylaws, this Foundation shall not carry on any activities not permitted to be carried on: (A) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code; or (B) by a corporation, contributions to which are deductible under Section 170 (e) (2) of the Internal Revenue Code.~~

ARTICLE I

OFFICES

*Section 1.1. Business Offices.* The principal office of THE FREEDOM ACADEMY FOUNDATION (the "Foundation") shall be located at 1190 W. 900 N., Provo, Utah 84604. The Foundation may have such other offices, either within or outside Utah, as the ~~Governing Board~~Executive Governing Board may designate or as the affairs of the Foundation may require from time to time.

*Section 1.2. Registered Office.* The registered office of the Foundation required by Title 16, Chapter 6a Utah Code Annotated 1953, as amended (the "Act") may be, but need not be, the same as the Foundation's principal business office, in Utah. -The initial registered office is the same as the initial principal office referenced above, but is subject to change from time to time by the ~~Governing Board~~Executive Governing Board, by the officers of the Foundation, or as otherwise provided by the Act., or as otherwise provided by the Act.

ARTICLE II

MEMBERS

*Section 2.1. Annual Meetings.* Pursuant to Section 701 of the Act, as may be amended, ~~n~~No annual meetings of the Members shall be held. ~~However, during the second week of November Members shall elect the Board Members (as defined below) in accordance with the procedures described herein. If the election of Board Members shall not be held at the time designated herein, the Governing Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Governing Board may from time to time by resolution change the date and time for the election of Board~~

## ~~Members.~~

*Section 2.2. Special Meetings.* Special meetings of the Members may be called by the ~~Governing Board~~Executive Governing Board, the CAO, or upon the written request of Members holding not less than ten percent (~~2~~10%) of the total votes held by all Members, such written request to state the purpose or purposes of the meeting and to be delivered to the ~~Governing Board~~Executive Governing Board or the CAO

*Section 2.3 Place of Meetings.* The ~~Governing Board~~Executive Governing Board may designate any place in ~~the Utah County~~, State of Utah as the place of meeting for any ~~annual~~ meeting or for any special meeting called by the ~~Executive Board~~Governing Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be 1761 W. 820 N., Provo, Utah 84601 (the secondary campus)~~at the principal office of the Foundation.~~

*Section 2.4 Notice of Meetings.* The ~~Governing Board~~Executive Governing Board shall ~~provide notice of any meeting of the Members as set forth in the Act.~~~~follow state statute regarding meeting noticing.~~~~cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Foundation such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Foundation. If no address is registered with the Foundation, the address on record with the Foundation of the student of which such Member is a parent or guardian shall be deemed to be his registered address for purposes of notice hereunder.~~

*Section 2.5- Members of Record.* Member is defined as the custodial parent(s) or legal guardian(s) of each student currently accepted in the school. Should a student have more than one custodial parent or legal guardian, the parents or legal guardians of such student shall collectively be one Member and shall act unanimously to the votes relating to their joint Membership. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the ~~Governing Board~~Executive Governing Board may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed or emailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons appearing in the records of the Foundation on such record date as custodial parents or legal guardians of students currently accepted in the school shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members. The membership provisions of these bylaws may be altered from time to time in accordance with the Act, the Articles of Incorporation of the Foundation, and these bylaws to provide for the classification, qualifications, privileges and appointment of members as may be determined by the ~~Governing Board~~Executive Governing Board.

*Section 2.6- Quorum.* At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than twenty-five ~~thirty~~ percent ~~(25%?? Or 50%????)~~ of the total votes held by all Members shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

*Section 2.7- Proxies.* At ~~any~~ meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to such officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

*Section 2.8- Votes.* With respect to each mailer (electronic or otherwise) submitted to a vote of the members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, one vote. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. ~~Notwithstanding anything contained herein, the election of Board Members shall be in accordance with Section 2.11 herein below.~~ If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

*Section 2.9- Waiver of Irregularities.* All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

*Section 2.10- Informal Actions.* Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

~~*Section 2.11- Board Elections.*~~

~~—(a) Elections to the Governing Board are held in the second week of November of each school year. Non November elections may be held in cases in which a sitting board member has resigned his or her seat midway through term or in cases of board member recall. Elections may be held off of the November cycle under these stated conditions with a majority vote of the board. As an alternative to an off cycle election, the chief administrative officer (CAO) may appoint an individual to fill the vacated seat. Any appointments to board positions must be approved by a majority of the board.~~

- ~~(b) Board elections are coordinated and orchestrated by sitting board members. Board elections shall be in accordance with the following procedures:~~
- ~~(i) Notice of elections is given and nominations to the board are accepted beginning six (6) weeks prior to the election.~~
  - ~~(ii) The submission of a platform statement personally authorized by each board candidate submitted three (3) weeks prior to the election~~
  - ~~(iii) A one-week period for preparation of an election booklet~~
  - ~~(iv) Election booklets sent out to parents two (2) weeks prior to the election with notice of an upcoming "meet the candidates" meeting~~
  - ~~(v) A public "meet the candidates" meeting attended by all board candidates one (1) week prior to the election; the meeting is a question and answer format~~
  - ~~(vi) Take-home or electronic ballots provided to each family three (3) days before the election (one vote per family)~~
  - ~~(vii) Counting of ballots supervised by the Utah County Board of Elections or other authorized body; results certified by the designated external body~~
  - ~~(viii) Public announcement of the election outcome including percentage of cast votes and vote counts received by each candidate~~
  - ~~(ix) In the event of a tie, the Governing Board will decide which candidate will fill the seat on the Board~~

~~(e) Following voting, candidates are ranked in order from the candidate receiving the greatest number of votes to the candidate receiving the fewest votes until open seats are filled. Any candidate receiving less than twenty five percent (25%) of the vote cast by the voting members is deemed not to have been successful in their bid for a board seat, irrespective of whether all seats have been filled. If, following the election, open board seats remain, the seats are filled following the procedures of 2.11 (a) above.~~

Section 2.11 Executive Governing Board Member Positions. Executive Governing Board positions are filled by appointment by the remaining Executive Governing Board. Qualified candidates will submit resumes of qualifications to serve on the Executive Governing Board. At least two Executive Governing Board members and the Executive Director (or designee) will screen all applicants.

~~(ad) The boardExecutive Governing Board elects boardExecutive Governing Board members to the CAO and CFO roles (as those terms are defined below) at the first governing boardExecutive Governing Board meeting following the resignation of the CAO or CFO or after five (5) years of position serviceelection in the term in which the sitting CAO or CFO expires.~~ The CAO and CFO will continue in their position until the end of their term.

~~(be) At the first governing boardExecutive Governing Board meeting following a resignation the election, or in the event of a CAOP or CFO resignation prior to the end of their term, the boardExecutive Governing Board elects the CAO or CFO from among its body. The CAO and the CFO role assignments are determined through a secret ballot process at the boardExecutive Governing Board. The boardExecutive Governing Board votes on the CAO role first, and then the FRCFO role. To begin, boardExecutive Governing Board members nominate individuals on the boardExecutive Governing Board for one of the roles. Following nominations, voting proceeds by secret ballot and results are tallied by the Executive Directoracademy director.~~ When more than two nominees are

slated for a position, voting proceeds in a minimum of two rounds. After the first round, the two members receiving the most votes are advanced for consideration to the second round. The final round votes are cast between two candidates. In the event that nominations for only one candidate are received, members may still vote for the candidate of their choice, even if that candidate is not on the nomination slate in the first round. A simple majority is sufficient to elect.

ARTICLE III

EXECUTIVE GOVERNING BOARD MEMBERS

*Section 3.12. —Number, Election, Tenure and Qualifications.*

The ~~Governing Board~~Executive Governing Board shall be comprised of ~~five~~seven (7) voting ~~Board~~Executive Governing Board members. These ~~—appointees are parent body—~~—elected~~appointed~~s by each of these ~~the~~Board~~Executive Governing Board~~ members to serve a ~~five (5)~~three (3) year term of office. An ~~Board~~Executive Governing Board member's term of office shall begin at the day of their appointment. ~~—upon certification of the corresponding election results, and end in the November occurring at least three calendar years following their election and until their successors are duly elected and qualified or until their removal, death or resignation. Each Board member occupies a seat designated A — G (see chart below).~~

In the event an ~~Board~~Executive Governing Board member does not or cannot complete their term of service, or is removed, the ~~Governing Board~~Executive Governing Board shall appoint someone to serve in ~~at the~~—seat vacated for a new five (5) year term~~designation up for election in the following November election cycle, and the remaining elected Board members change their seat designations to the next in the lettered sequence accordingly such that each Board member serves at least 3 years. The Board members may determine, if necessary and by any method they decide by vote, which Board member or members advance to the next seat designation. The chart below illustrates the succession cycle to be followed for all elected Board members.~~

The Foundation’s Executive Director also sits on the ~~Board~~Executive Governing Board as a non-voting (ex-officio) member. Paid employees of the Foundation may not serve as voting ~~Board~~Executive Governing Board Members.

Governing Board Succession Cycle

	Year	Seat	Seat	Seat
1	A	B	C	
	Year	Seat		Seat
2	D		E	
	Year	Seat		Seat
3	F		G	

4	Year A	Seat B	Seat C	Seat
5	Year D	Seat	-	Seat E
6	Year F	Seat	-	Seat G
7	Year A	Seat B	Seat C	Seat
8	Year D	Seat	-	Seat E
9	Year F	Seat	-	Seat G

*Section 3.23. Vacancies.* Any BoardExecutive Governing Board Member may resign at any time by giving written notice to at least two other BoardExecutive Governing Board Members. Such resignation shall take effect at the time specified therein, and unless otherwise specified ~~therein,~~ of the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the ~~Governing Board~~Executive Governing Board shall be filled in the same manner as set forth for the appointment of such BoardExecutive Governing Board Member in Section 2.11(a). An BoardExecutive Governing Board Member appointed to fill a vacancy shall serve for a minimum of five (5) years ~~the remaining term of the Board Member.~~ ~~HH~~ he or she replaces and must meet the qualifications applicable to the position on the Governing BoardExecutive Governing Board to be filled. If any question arises concerning the application of Section 2.11(a) to the election or appointment of BoardExecutive Governing Board Members, such question shall be resolved in deference to the continued qualification of the Foundation under IRC §§501(c)(3) and 509(a)(3).

*Section 3.34. Standards of Conduct* An BoardExecutive Governing Board Member shall discharge his or her duties as BoardExecutive Governing Board Member::

- (a) In good faith;
- (b) With the care an ordinarily prudent individual in a like position would exercise under similar circumstances; and
- (c) In a manner the BoardExecutive Governing Board Member reasonably believes to be in the best interest of the Foundation.

~~Section 3.45. Regular Meetings.~~ Regular meetings of ~~the~~ Governing Board~~Executive~~ Governing Board shall be held at least four (4) times a year~~once during each month~~ at such time and place as may be determined by the Governing Board~~Executive~~ Governing Board, for the purpose of transaction of such business as may come before the meeting. The Governing Board~~Executive~~ Governing Board may provide by resolution the time and place, either within or outside the State of Utah, for the holding of regular meetings.

~~Section 3.56. Special Meetings.~~ Special meetings of the Governing Board~~Executive~~ Governing Board may be called by or at the request of any two Board~~Executive~~ Governing Board Members. The individual or individuals authorized to call special meetings of the Governing Board~~Executive~~ Governing Board may fix any place as the place, either within or outside Utah, for holding any special meeting of the Governing Board~~Executive~~ Governing Board called by them.

~~Section 3.7. Annual Meetings~~ One of the regular meetings of the Governing Board described above in Section 3.5 shall be designated as the Annual Meeting for the purposes of organization, election of officers and the transaction of other business. ~~described above in Section 3.5 shall be designated as the Annual Meeting for the purposes of organization, election of officers and the transaction of other business.~~

~~Section 3.86. Notice.~~ Notice of each meeting of the Governing Board~~Executive~~ Governing Board. The Executive Governing Board shall provide notice to the Executive Governing Board Members as set forth in the Act follow state statue regarding meeting notieing. stating the place, day and hour of the meeting shall be given to each Board Member at the Board Member's business address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two business days prior thereto by personal delivery of written notice or by telephonic, telegraphic, electronic or faesimile notice (and the method of notice need not be the same as to each Board Member). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If telegraphed, such notice shall be deemed to be given when the telegram is delivered to the telegraph company. If transmitted electronically or by faesimile, such notice shall be deemed to be given when the transmission is completed. Any Board Member may waive notice of any meeting before, at or after such meeting. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, unless the Board Member, at the beginning of the meeting or promptly upon later arrival, objects to holding the meeting because of lack or notice or defective notice, and after objecting, the Board Member does not vote for or assent to action taken at the meeting with respect to the purpose. If special notice was required for a particular purpose, the Board~~Executive~~ Governing Board Member must object to the purpose for which the special notice was required, and after objecting, refrain from voting for or assenting to the action taken at the meeting with respect to the purpose, or the Board~~Executive~~ Governing Board Member's attendance will constitute a waiver of notice.'s attendance will constitute a waiver of notice.

~~Section 3.79. Quorum, Voting, Procedure, and Super Majority Decisions.~~ Three~~Five~~ (53) of the five~~seven~~ (75) Board~~Executive~~ Governing Board Members shall constitute a quorum for the transaction of business at any meeting of the Governing Board~~Executive~~ Governing Board except in cases where a super-majority decision is required, ~~and, except for the election and~~

~~appointment of Board Executive Governing Board Members, t~~The vote of a majority of the ~~Board Executive Governing Board~~ Members present in person at a meeting at which a quorum is present shall be the act of the ~~Governing Board Executive Governing Board~~. If less than a quorum is present at a meeting, business may ~~disbe eussed~~discussed by the ~~Board Executive Governing Board~~ Members present provided that no decision may be made by the ~~Board Executive Governing Board~~. In addition, if less than a quorum is present at a meeting, a majority of the ~~Board Executive Governing Board~~ Members present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No ~~Board Executive Governing Board~~ Member may vote or act by proxy at any meeting of ~~Board Executive Governing Board~~ Members. The CAO or his or her designate chairs ~~Board Executive Governing Board~~ meetings. Before a vote can be taken at the ~~Board Executive Governing Board~~, a motion for the same must be made by ~~an board Executive Governing Board~~ member and that motion must be seconded. Several specific types of decisions require ~~foursix (64)~~ of ~~five seven (75)~~ votes before the ~~Board Executive Governing Board~~ may act. Such decisions pertain to major strategic turning points for the school. They include: (1) Major real estate or development transactions, leasehold improvements, or capital expenditures totaling \$~~510,0001~~ or more; (2) dismissal of the ~~Executive Academy~~ Director; (3) a movement to change the Freedom Academy ~~Bby-L~~aws or Freedom Academy Charter ~~(the changes for to which must also be voted on by the parent body with a majority to be successful)~~; (4) Direct removal of an ~~Board Executive Governing Board~~ Member. The appointment of a new Executive Governing Board member can be approved by a simple majority vote.--

*Section 3.0810. Presumption of Assent.* ~~An Board Executive Governing Board~~ Member of the Foundation who is present at a meeting of the ~~Governing Board Executive Governing Board~~ at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the ~~Board Executive Governing Board~~ Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting, and after objecting, does not vote for or assent to any action taken at the meeting. The ~~Board Executive Governing Board~~ Member must also, at the same time, request that his or her dissent shall be entered in the minutes of the ~~meeting, or meeting or~~ file his or her written dissent to such action with the presiding officer of the meeting before the adjournment thereof or with the Foundation promptly after adjournment of the meeting. The ~~Board Executive Governing Board~~ Member shall forward such dissent by registered mail to the ~~CFO secretary~~ of the Foundation immediately after the adjournment to the meeting. No ~~Board Executive Governing Board~~ Member may dissent regarding an action for which the ~~Board Executive Governing Board~~ Member voted in favor. ~~voted in favor.~~

*Section 3.0911. Compensation.* ~~Board Executive Governing Board~~ Members shall not receive compensation for their services as such, although the reasonable stipends and expenses for ~~Board Executive Governing Board~~ Members for attendance at ~~Governing Board Executive Governing Board~~ meetings may be paid or reimbursed by the Foundation. ~~Board Executive Governing Board~~ Members shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Foundation in any other capacity. ~~in any other capacity.~~

*Section 3.102. Executive and Other Committees.* The CAO may designate from among ~~Board Executive Governing Board~~ Members an executive committee and one or more other committees. ~~Board Executive Governing Board~~ committees are chaired or co-chaired by one or

more ~~board~~Executive Governing Board members and may include parents, teachers, or other members of the community. Committees are responsible to the ~~Governing Board~~Executive Governing Board for the discharge of their duties and responsibilities. Committees are not separate decision-making bodies but are instead charged to develop recommendations, proposals, plans, or perspectives that may be used by the ~~board~~Executive Governing Board in the discharge of ~~the~~Executive Governing Board duties. ~~Board~~Executive Governing Board committees may be convened around any topic or objective. Typical committees include education, finance, hiring, ~~strategic long-range~~planning and expansion, communications, ~~fundraising~~, facilities, or others as needed. The delegation of authority to any committee shall not operate to relieve the ~~Governing Board~~Executive Governing Board or any member of the ~~Governing Board~~Executive Governing Board from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the ~~Governing Board~~Executive Governing Board shall be as established by the ~~Governing Board~~Executive Governing Board, or in the absence thereof, by the committee itself, or in the absence thereof, by the committee itself.

~~*Section 3.10.1. School Level Board Representatives. The CAO and Executive Governing Board Members may*~~shall establish and appoint a two (2) member, non-voting, non-binding advisory board to represent each campus individually. These board members will be appointed out of the membership of each school. This two (2) member board will represent the school “with a boots on the ground approach” to advise the Executive Governing Board on matters related to their represented campus. School-level board members are not required to attend Executive Governing Board meetings unless asked to do so. Advisory Board Members will meet with campus leadership at least quarterly to discuss the needs and director of their school.

~~*Section 3.113. Board*~~Executive Governing Board Meetings to Be Public. All meetings of the ~~Governing Board~~Executive Governing Board, whether Regular ~~or~~, Special, ~~or Annual~~, shall comply with the Utah Open and Public Meetings Act (Utah Code Ann. 52-4-1 *et. seq.*) except that, upon a vote of a majority of the ~~Board~~Executive Governing Board Members present, an executive session may be held to discuss any one or more of the ~~approved allowances in the Utah Code for executive sessions, following: (1) attorney-client matters; (2) matters subject to negotiations, and (3) personnel matters.~~ The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the ~~Board~~Executive Governing Board may be present during the executive session. The ~~Board~~Executive Governing Board shall not make final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approved at any session which is closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. Agenda items for ~~board~~Executive Governing Board meetings may be provided by anyone from the school community but must be submitted to the CAO by email or otherwise a minimum of three (3) days before a public meeting. The CAO may choose to prioritize or reject agenda items at his or her discretion. The agenda is posted a minimum of twenty-four (24) hours prior to the public ~~board~~Executive Governing Board meeting. A period for public comment is designated at each meeting with the length of the comment period to be determined by the CAO. The public does not participate in ~~board~~Executive Governing Board meetings outside of the public comment period except by invitation of the CAO or his or her designate during the course of the meeting.

Section 3.124. Removal of an BoardExecutive Governing Board Member. The impetus for removal of an boardExecutive Governing Board member may come from either members of the boardExecutive Governing Board or from a member of the parent body.

(a) Impetus coming from another boardExecutive Governing Board member. When the impetus for removing an boardExecutive Governing Board member comes from a member of the boardExecutive Governing Board, the following steps must be followed:

- (1) A letter of grievance is delivered to the CAO;
- (2) The CAO, at his or her sole discretion may call a meeting between the CAO, the aggrieved party, and the accused boardExecutive Governing Board member to address the issue(s) raised. (In the case in which the CAO is the target of the removal campaign, the procedures in paragraph 2.9.33.14(c) must be followed). Possible outcomes of the meeting are
  - a. proceed directly to step 3;
  - b. provide the accused boardExecutive Governing Board member a warning, which must be committed to writing, and a timeline for improving or rectifying the behavior giving rise to the charge;
  - c. targeted boardExecutive Governing Board member resigns;
  - d. the incident is dropped.

In the case of outcome (b), the effort to remove the boardExecutive Governing Board member halts until it is taken up again at the deadline set forth in (b). In the case of outcome (c), a new Executive Governing Board Member shall be appointed paragraph 2.3 (Board Elections) is followed. In the case of outcome (d), or in the case in which the CAO refuses to call a meeting between the aggrieved and the accused, the matter is dropped. The aggrieved party may then elect to follow the procedures of paragraph 2.9.3 at his or her discretion.

- (3) The matter is brought to a public meeting of the boardExecutive Governing Board.

~~(b) — Motion in boardExecutive Governing Board meeting to remove an boardExecutive Governing Board member or hold recall election. Following Step 3 of paragraph 2.9.13.14 the matter of the grievance must be placed on the boardExecutive Governing Board agenda (see Section 2.16) for a public hearing. During the meeting, the accusing party lays out the grievance. A period of boardExecutive Governing Board and public comment follows. Following the discussion, a motion may be made to move to a vote on whether to remove the boardExecutive Governing Board member. If the motion is seconded, the vote is held, but a vote may not be held unless at least foursix (46) voting members of the boardExecutive Governing Board are present. FourSix (64) out of fiveseven (75) boardExecutive Governing Board votes removes the member from the boardExecutive Governing Board directly. The boardExecutive Governing Board member's term of service automatically ends at the end of the foursix (64) out of fiveseven (75) vote. Five (5) out of seven (7) votes triggers a recall election. Fewer than threefive (53) votes fails to carry the motion. If the boardExecutive Governing Board member is removed or a recall~~

~~election is triggered, a date is set for the election following the pattern outlined in paragraph 2.4. In the case of a recall election, the board member up for recall is placed on the ballot with any other parties interested in running for that board seat. During the election, one or more board members may supply to the parent voting body a rationale for recall at their discretion. The board member who is the focus of the recall functions in their board role until the outcome of the election is known a new Executive Governing Board Member will be appointed at the next Executive Governing Board meeting.~~

(c) Impetus coming from a parent or teacher. When the impetus for removing an ~~board~~Executive Governing Board member comes from a parent or an ~~an~~boardExecutive Governing Board member who is unable to generate support for his or her cause at the ~~board~~Executive Governing Board, or when the CAO is the target of the removal campaign, the following steps must be followed: (1) The parent/teacher creates a petition to ~~hold~~ remove a recall election for the targeted ~~board~~Executive Governing Board member. The petition is considered successful when twenty-five (25) percent of ~~the~~ Membership ~~families~~ currently enrolled at each campus, at the school have signed. (2) The successful petition is brought to a public meeting of the ~~board~~Executive Governing Board. If the petition contains the requisite number of signatures (to be verified by the ~~board~~Executive Governing Board), that Executive Board Member will be immediately removed. ; ~~a new Executive Board Member will be appointed at the next Executive Governing Board Meeting.~~ recall election is triggered automatically, following which the procedures of paragraph 2.4 are followed.

#### ARTICLE IV

##### OFFICERS AND AGENTS

*Section 4.1. Number and Qualifications.* ~~The officers of the Foundation shall be a Chief Administrative Officer (“CAO”) and a Chief Financial Officer (“CFO”). The CAO and CFO must be Members of the Foundation for a minimum of three (3) consecutive years. The CAO may assign other roles on the~~ Governing Board~~Executive Governing Board~~ in cooperation with ~~Board~~Executive Governing Board Members. ~~These roles may change at the discretion of the CAO and are based upon the governance needs of the school. Generally, however, roles for communication officer, education officer, technology officer, or strategic planning officer may be assigned. Roles could also include compliance, facilities, infrastructure, or others. The~~ Governing Board~~Executive Governing Board~~ may also ~~elect or~~ appoint such other officers, assistant officers and agents, as it may consider necessary. One individual may hold more than one office at a time. ~~may also elect or appoint such other officers, assistant officers and agents, as it may consider necessary. One individual may hold more than one office at a time.~~

*Section 4.2. Power/Duties.* ~~Governing Board~~Executive Governing Board may delegate to any officer of the Foundation or any committee of the ~~Governing Board~~Executive Governing Board the power to appoint, remove and prescribe the duties of other officers, assistant officers, and agents ~~and employees.~~ the power to appoint, remove and prescribe the duties of other officers, assistant officers, and agents ~~and employees.~~

*Section 4.3. Resignation.* ~~Governing Board~~Executive Governing Board. An officer’s resignation shall take effect at the time specified in the notice, and unless otherwise specified

therein, the acceptance of such resignation shall not be necessary to make it effective. An officer's resignation shall take effect at the time specified in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

*Section 4.4. Election and Term of Office.* ~~The CAO and CFO president, secretary and treasurer~~ of the Foundation shall be elected by the ~~Governing Board~~Executive Governing Board, ~~at the end of their term or at their time of resignation each annual meeting. If the election of such officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter.~~ Each officer shall hold office until the officer's successor shall have been duly ~~designated~~, elected and shall have qualified, or until the officer's ~~earlier~~ death, resignation or removal. ~~at each annual meeting.~~ If the election of such officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. ~~Each officer shall hold office until the officer's successor shall have been duly designated, elected and shall have qualified, or until the officer's earlier death, resignation or removal.~~

*Section 4.5. Removal.* ~~Removal of an officer shall be done only in accordance with these Bylaws and the Foundation's Charter, and the Foundation's Employee Handbook. only in accordance with these Bylaws, the Foundation's Charter, and the Foundation's Employee Handbook.~~

*Section 4.6. Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification, or otherwise ~~shall~~may be filled by the ~~Governing Board~~Executive Governing Board, ~~for the unexpired portion of the term.~~

*Section 4.7. Compensation.* ~~No officer shall receive compensation for his/her respective services as an officer. No compensation is given. n. The compensation of the officers shall be fixed from time to time by the Governing Board~~Executive Governing Board based upon the fair value of services rendered by such officers, and no officer shall be prevented from receiving such compensation by reason of the fact that he or she is also an ~~Board~~Executive Governing Board Member of the ~~Foundation.~~

*Section 4.8. Authority and Duties of Officers.* The officers of the Foundation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the ~~CAO~~president, the ~~Governing Board~~Executive Governing Board or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law. ~~or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.~~

(a) *CAO.* The CAO oversees ~~board~~Executive Governing Board activities; acts as decision maker of final resort for non-voting issues; directly supervises ~~the Executive Director, school administration~~ with input from other ~~board~~Executive Governing Board members; organizes, facilitates, and presides at ~~board~~Executive Governing Board meetings; ~~communicates frequently with parents on behalf of the board;~~ acts as primary representative of the school to state and regulatory bodies; performs all other duties of administration outlined herein. The CAO is authorized to co-sign expenditure checks.

(b) *CFO.* The CFO oversees budgeting process and planning; prepares financial reports; administers financial controls; co-signs expenditure checks with others authorized Academy Director; secures funding and other sources of revenue; files state financial reports; oversees grant-writing together with Executive Academy Director; frequently reports on financial status of the Academy to the board Executive Governing Board.

*Section 4.9. Multiple Offices.* One person may not hold more than one position as an officer. Foundation.

*Section 4.10. Surety Bonds.* The Governing Board Executive Governing Board may require any officer or agent of the Foundation to execute to the Foundation a bond in such sums and with such sureties as shall be satisfactory to the Governing Board Executive Governing Board, conditioned upon the faithful performance of such individual's duties and for the restoration to the Foundation of all books, papers, vouchers, money and other property of whatever kind in such individual's possession or under such individual's control belonging to the Foundation..

## ARTICLE V

### EXECUTION OF INSTRUMENTS

*Section 5.1. Checks, Drafts, ACH, etc.* All checks, drafts and orders for payment of money, and notes or other evidences of indebtedness issued in the name of the Foundation shall be signed by such officer or officers, or agent or agents of the Foundation and in such manner as shall from time to time be determined by resolution of the Governing Board Executive Governing Board..

*Section 5.2 Deposits.* All funds of the Foundation not otherwise employed shall be deposited from time to time to the credit of the Foundation in such banks, trust companies or other depositories as the Governing Board Executive Governing Board may select. ~~may select.~~

*Section 5.3. Contracts* The Governing Board Executive Governing Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation, and such authority may be general or confined to specific instances, and such authority may be general or confined to specific instances.

*Section 5.4. Conflicts of Interest.* Board Executive Governing Board Members and officers of the Foundation shall have no undisclosed economic interest in the process of securing contracts. No bid or contract, other than an employment contract as an officer of the Foundation, may be awarded to (i) an Board Executive Governing Board Member or officer of this Foundation, (ii) any entity which such individual owns, directly or indirectly or through relatives, more than thirty-five percent (35%) of the voting interest thereof, (iii) any entity of which such individual is an

~~Board~~Executive Governing Board Member or officer, or has a financial interest, or (iv) a relative of such individual, meaning his or her spouse, ancestor, brother, sister, children, grandchildren or the spouses of brothers, sisters, children or grandchildren, unless such relationship has been disclosed to the ~~Governing Board~~Executive Governing Board and the ~~Governing Board~~Executive Governing Board or committee thereof in good faith authorizes the award by the affirmative vote of a majority of the disinterested ~~Board~~Executive Governing Board Members, even though the disinterested ~~Board~~Executive Governing Board Members are less than a quorum. ~~s are less than a quorum.~~

#### ARTICLE VI

##### POWER OF THE ~~BOARD~~EXECUTIVE GOVERNING BOARD TO BORROW MONEY

6.1 The ~~Governing Board~~Executive Governing Board shall have full power and authority to borrow money whenever in the discretion of the ~~Governing Board~~Executive Governing Board the exercise of such power is required in the general interests of this Foundation, and in such case the ~~Governing Board~~Executive Governing Board may authorize the proper officers of this Foundation to make, execute and deliver in the name of and in behalf of this Foundation such notes, bonds and other evidences of indebtedness as the ~~Governing Board~~Executive Governing Board shall deem proper, and the ~~Governing Board~~Executive Governing Board shall have full power to mortgage the property of this Foundation, or any part thereof, as security for such indebtedness, and no further action shall be requisite to the validity of any such note, bond, evidence of indebtedness or mortgage.

#### ARTICLE VII

##### INDEMNIFICATION

###### *Section 7.1. Indemnification.*

(a) To the extent allowed by the Articles of Incorporation and law, the Foundation shall indemnify against reasonable expenses incurred in the proceeding, any ~~Board~~Executive Governing Board Member or officer who was successful on the merits in any proceeding or matter in the proceeding, to which the ~~Board~~Executive Governing Board Member was a party by reason of having served as an ~~an~~ ~~Board~~Executive Governing Board Member or officer of the Foundation.

(b) The Foundation may indemnify an individual made a party to a proceeding because the individual is or was an ~~an~~ ~~Board~~Executive Governing Board Member, officer, employee, fiduciary or agent of the Foundation or of any other corporation at the request of the Foundation, or by reason of any action alleged to have been taken, omitted or neglected as such ~~Board~~Executive Governing Board Member, officer, employee, fiduciary or agent against reasonable expenses incurred in connection with the proceeding, if:

1. the individual's conduct was in good faith;
2. the individual reasonably believed that the individual's conduct was in the corporation's best interests; and

3. in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

(c) The Foundation shall not indemnify an BoardExecutive Governing Board Member, or officer, employee, fiduciary, or agent in connection with a proceeding in which such individual was adjudged liable to the Foundation, or in connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding the individual was adjudged liable on the basis that the individual derived an improper personal benefit.

*Section 7.2. Advances of Costs and Expenses.* Foundation may pay for reasonable expenses incurred by an BoardExecutive Governing Board Member, officer, employee or agent (in defending a civil or criminal action, suit or proceeding) who is a party to a proceeding in advance of final disposition of the proceeding if: ~~officer, employee or agent (in defending a civil or criminal action, suit or proceeding) who is a party to a proceeding in advance of final disposition of the proceeding if:~~

(i) the individual furnishes the Foundation a written affirmation of the individual's good faith belief that the individual has met the applicable standard of conduct described above, ~~in Section 8.1.~~

(ii) the individual furnishes the Foundation a written undertaking, executed personally or on the individual's behalf, to repay the advance, if it is ultimately determined that the individual did not meet the standard of conduct; and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

*Section 7.3. Insurance.* By action of the Governing BoardExecutive Governing Board, notwithstanding any interest of the BoardExecutive Governing Board Members in such action, the Foundation may, subject to Section 7.5, purchase and maintain insurance, in such amounts as ~~the Governing BoardExecutive Governing Board~~ may deem appropriate, on behalf of any individual indemnified hereunder against any liability asserted against such individual and incurred by such individual in such individual's capacity of or arising out of such individual's status as an agent of the Foundation, whether or not the Foundation would have the power to indemnify such individual against such liability under applicable provisions of law. The Foundation may also purchase and maintain insurance, in such amounts as the Governing BoardExecutive Governing Board may deem appropriate, to insure the Foundation against any liability, including without limitation, any liability for the indemnifications provided in this Article. ~~against any liability, including without limitation, any liability for the indemnifications provided in this Article.~~

*Section 7.4. Right to Impose Conditions to Indemnification.* The Foundation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Governing BoardExecutive Governing Board may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the individual to be indemnified in connection with

the defense or settlement of any action shall be counsel that is mutually agreeable to the individual to be indemnified and to the Foundation; (b) that the Foundation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the individual to be indemnified; and (c) that the Foundation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified individual's right of recovery, and that the individual to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Foundation..

*Section 7.5. Limitation on Indemnification.* Notwithstanding any other provision of these bylaws, the Foundation shall neither indemnify any individual nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code. as an organization described in Section 501(c)(3) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code.

#### ARTICLE VIII

##### LIMITATION ON LIABILITY

No ~~Board~~Executive Governing Board Member or officer of this Foundation shall be personally liable to the Foundation for civil claims arising from acts or omissions made in the performance of such individual's duties as ~~an~~ Board~~Executive Governing Board~~ Member or officer, unless the acts or omissions are the result of such individual's intentional misconduct.

#### ARTICLE IX

##### LIMITATIONS

*Section 9.1. Prohibition Against Sharing in Corporate Earnings.* No ~~Board~~Executive Governing Board Member, officer or employee of or individual or entity connected with the Foundation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Foundation, provided that this shall not prevent the payment to any such individual or entity of such reasonable compensation for services rendered to or for the Foundation in effecting any of its purposes as shall be fixed by the ~~Governing Board~~Executive Governing Board; and no such individual or individuals shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Foundation. All ~~Board~~Executive Governing Board Members of the Foundation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Foundation, whether voluntary or involuntary, the assets of the Foundation, after all debts have been satisfied, then remaining in the hands of the ~~Governing Board~~Executive Governing Board shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the ~~Governing Board~~Executive Governing Board may determine or as may be determined by a court of competent jurisdiction upon application of the ~~Governing Board~~Executive Governing Board, exclusively to charitable, religious, scientific, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they now exist or as they may hereafter be amended., exclusively to charitable, religious,