**BYLAWS**

**Of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# General Provisions

* 1. **Name**
	The name of the corporation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (the “Company”).
	2. **Registered Agent**
	The initial registered agent of the Company shall be as listed on the Secretary of State's Website. Such registered agent may change from time to time at the decision of a majority vote of the Board of Directors and will be changed on the Secretary of State's website immediately after any such change.
	3. **Duration**The duration of the Company is perpetual.
	4. **Accounting Method**The Company shall use a cash basis accounting method with the fiscal year ending June 30th. Any partial year shall be reported as a partial year.
	5. **Formation**This Company was formed by filing the Articles of Incorporation with the Secretary of State of North Carolina as a nonprofit Corporation. This Company was formed using the Nonprofit Articles and Bylaws from [NC.Business](https://nc.business). No attorney advised any person in the drafting or execution of these Bylaws.
	6. **Modifying or Amending Bylaws**
		1. These Bylaws may be amended or modified with a two-thirds vote of all directors currently serving on the Board of Directors.
		2. Notice of such a proposed change must be made in writing to each Director more than fourteen (14) days but less than forty-five (45) days prior to the vote. Notice must be actually received or served to the last address on record for that Director. Notice is deemed given three (3) days after being deposited with the United States Postal Service.
	7. **Choice of Law**
	These Bylaws and any action taken in regards to them, or disputes arising out of them, shall be subject to the laws of the State of North Carolina, excluding that State’s choice of law principles.

# Purpose

* 1. **Purpose Generally**
	The Company is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
	2. **Purpose Specifically**The specific purpose of the Company is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* 1. **Powers**The Company shall have and exercise any and all powers necessary, incidental or desirable to accomplish the foregoing purposes and business, to the extent the same may be legally exercised by corporations under State and Federal law. The Company shall carry out its business and exercise its powers pursuant to the arrangements set forth in the Articles of Incorporation and this Agreement.
	2. **Mission Statement**The mission of the Company is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	3. **Non-Discrimination Policy**The Company shall not discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender, identity, sexual orientation, or disability, in any matter of membership, employment, participation, or policy.

# Board of Directors

* 1. **Powers of the Board of Directors**
	The management powers of the Company shall be vested in the Board of Directors unless specifically granted to an Executive or Officer by these Bylaws or by Board Resolution and such Executive or Officer position is not vacant.
	2. **Number of Directors**
	There shall be no less than three directors and no more than nine serving on the Board of Directors at one time to be affixed by the Board of Directors.
	3. **Term**
	The Directors shall serve one year terms. The Term of the Director shall begin on the day after the Annual Meeting and shall last until a new Director is voted to take his or her place, resignation, termination or death, whichever event happens first.
	4. **Votes**
	Each Director has one vote while sitting on the Board of Directors. Under every circumstance where a vote is necessary, each Director shall cast his or her vote affirmatively or negatively, or he or she may abstain.
	5. **Voting In Directors**
		1. At each Annual Meeting, all Board positions are voted on in an order the Board Chairperson selects. The previous Board continues to serve until the first meeting is called by the new Board Chairperson, which may, and is recommended to, be immediately after the Annual Meeting. Any positions that did not receive a majority vote are vacated.
		2. If there are ever less than three Directors, the Board Chairperson, or highest ranking Director, may appoint enough persons to serve the remaining board term that would increase the total number of Directors to three.
			1. For the purpose of this section, the ranking of the Directors shall go in this order: (1) Board Chairperson, (2) Board Vice Chairperson, (3) Board Secretary, (4) All Remaining Directors in order of when that Director was first voted to be a Director in this and any contiguous director terms. (If two directors were voted in at the same Annual Meeting, the Director who was voted in first has seniority)
		3. If there is ever a situation where there are zero Directors, the Executive Director, or absent an Executive Director, the longest serving Executive or Officer of the Company, must select three non-related Board Members to serve out the remaining year term.
	6. **Removal of Directors**
	Directors may be removed for cause by a majority vote among the Board of Directors. For cause may include breach of duty of care; breach of duty of loyalty; gross negligence; gross incompetence; being convicted of a felony, any degree of embezzlement, arson, theft or misappropriation; or public conduct which is extraordinarily damaging to the Company as a whole. Directors may be removed for any level of illegal drug use.
		1. Directors may be removed for any breach of the Director Contract or for any reason outlined in the Director Contract.
	7. **Board Positions**
		1. **Board Chairperson**
		There shall be a Board Chairperson, voted on at the Annual Meeting by the Directors. The Board Chairperson shall have the power, among other things, to call meetings, run the meetings, nominate executives and appoint meeting secretaries. The Board Chairperson makes policies on how meetings are conducted and must ensure that such policies are fair.
		2. **Board Vice Chairperson**There shall be a Board Vice Chairperson, voted on at the Annual Meeting by the Directors. The Board Vice Chairperson shall have the powers of the Board Chairperson should the Board Chairperson be unable or unwilling to perform his or her duties.
		3. **Board Secretary**The Board Secretary, if elected, shall be in charge of any written, or otherwise, communications between the Board of Directors and the Executives, general public and any state requirements.
	8. **Compensation**The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board.
		1. Any changes to the compensation for the Directors shall not occur retroactively.
		2. Any changes to the compensation for the Directors shall occur only after a Director’s term has expired. No currently serving Directors may change their own salary for the term for which he or she is serving.
	9. **Conflict of Interest**
		1. All Directors and Officers of the Company shall sign a Conflict of Interest Policy, as determined by the Board of Directors.
1. **Meetings**
	1. **Annual Meeting**
		1. A meeting of the Directors will be held annually for the purpose of electing the Directors of the Company and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of North Carolina, a weekend, or otherwise generally inconvenient for the Directors, the annual meeting will be held on the next succeeding business day or on a date determined by the Board of Directors for the Company that is no later than two weeks after the date specified in the meeting notice.
		2. An annual meeting cannot be adjourned without a majority vote by present Directors. The Board Chairperson, or acting Chairperson, may adjourn the meeting without a vote in emergency situations.
	2. **Regular Meeting**The Board of Directors shall have regular quarterly meetings to discuss the regular operations of the Company.
		1. Notice Required: Notice of at least fourteen (14) days must be given prior to a Board Meeting to each Director. This notice may be waived if all Directors agree to waive the notice requirement.
		2. Quorum: In order for a vote to be called, a Board Meeting must have a majority of Directors present or present via electronic means, proxy or voting trust.
	3. **Place of Meeting**The place of each meeting will be decided by the Board Chairperson, but the place must be reasonably accessible for all Directors.
	4. **Time and Date of Meeting**The time and date of each meeting will be decided by the Board Chairperson, but the time and place must be reasonable. Such a determination must not be made with the intent to exclude any Director or group of Directors.
	5. **Electronic Meetings**
		1. “Remote Communication” means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Directors not present in the same physical location may simultaneously communicate with each other.
		2. A meeting of the Board may be held by any means of Remote Communication by which all persons authorized to vote or take other action at the meeting has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.
	6. **Meeting Conduct**
		1. Meetings shall be conducted professionally and in accordance with the Roberts Rules of Order or other similar agreed upon method of conducting the meetings.
		2. Minutes shall be kept at all meetings of the Directors regardless of quorum or actions taken.
	7. **Proxy Voting and Voting Trusts**
	Directors may vote by means of a proxy or voting trust, but any voting arrangement does not absolve a Director of his or her duties to the Company. Regardless of voting arrangement, each Director is fully responsible for his or her vote and the duty to be fully informed prior to the vote on each issue.
	8. **Bond**No bond shall be required by any Director.
	9. **Insurance**The Company shall obtain liability insurance for its Directors.
	10. **Actions of Board Without a Meeting**The Board of Directors may take any action consistent with the powers provided to the Board of Directors if written consent is obtained by two thirds majority of the Directors. Such action must be signed by the number of Directors sufficient to take that action at an actual meeting under the terms of this Agreement. This section applies to any vote that requires a Board Meeting with or without quorum except the Annual Meeting.
	11. **Specific Powers Unable to be Delegated**
		1. **Approval of Annual Budget.** The Board of Directors is responsible for requesting and approving the annual budget for the Company. The Board of Directors may request an officer, CPA, agent of the Company or other qualified person to compile the annual budget prior to the Board of Directors approving it.
		2. **Appointment of Executives.** The Board of Directors is solely responsible for appointing the Executive Officers or highest-level Managers of the Company.
		3. **Election of Directors.** The Board of Directors is the only entity that may vote in the selection of Directors unless there is, at any point in time, zero Directors in the Board of Directors. If there is ever a situation where there are zero Directors, the Board of Directors shall be repopulated as outlined in Section 3.5 above.
		4. **Annual Meeting and Corporate Formalities.** The Board of Directors is solely responsible for ensuring an annual meeting is conducted, annual reports are filed, and any state or federally required formalities are followed.

1. **Executive Team**
	1. **Powers**
	The Board of Directors has the authority to appoint members of the Executive Team (the “Officers” or “Executives”) to carry out the day-to-day operations of the Company. The powers of the Officer must be explicitly designated in writing and may not exceed the power originally vested in the Board of Directors.
		1. The Board of Directors may delegate certain powers to be exclusively carried out by a particular officer. In that case, the Board of Directors no longer has the power to carry out that activity unless there is no officer in that position.
	2. **Vote Required**
	Any member of the Executive team must be voted in by a majority vote at any Board Meeting with quorum.
	3. **Removal**Any member of the Executive team may be removed by a majority vote at any Board Meeting with quorum. Reason for removal must be recorded in writing in the file for that Officer.
	4. **Duty of Loyalty**
	Officers of the Company have a Duty of Loyalty and may not engage in business transactions that are in conflict with the Company, engage in conduct that harms the company, or engage in conduct that the Officer knew or should have known has a substantial likelihood, from a reasonable person’s view, of harming the Company.
	5. **Duty of Care**
	Officers of the Company have a Duty of Care and must conduct themselves reasonably in order to ensure that the Officer is not acting or omitting in a manner that he or she knew or should have known would cause harm to the Company. Officers may mitigate this requirement by seeking counsel from a competent person who is capable of providing professional advice on a particular decision prior to making the decision.

	Officers in violation of this section may be held liable to the Company for the damage they cause, subject to the decision of the Board of Directors.
	6. **Oath of Office**
	If the Board of Directors so chooses, an Officer may be required to give an Oath/Affirmation of Office so long as such an Oath/Affirmation does not conflict with that Officer’s personal, cultural, or religious beliefs.
	7. **Personal Use**
	Officers are not permitted to use Company resources for personal use or personal gain unless such personal use of Company property is part of a duly authorized compensation package.
	8. **Executive Positions**Although the Board is not required to use these particular positions, and may design positions aside from these, the positions listed in this section are pre-defined and any reference to these titles is a reference to the rights and responsibilities listed herein.
		1. **Executive Director**The Board of Directors may appoint an “Executive Director.” The Executive Director is the principal executive officer of the Company and subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Company. He or she shall take action on behalf of the Company with respect to all its rights in and to its Subsidiaries and other assets, including casting all votes to which the Company is entitled by nature of its ownership of equity or debt securities. He shall sign any deeds, mortgages, bonds, contracts, or other instruments authorized under this Agreement generally or by the Board of Directors specifically, and in general he shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors from time to time.
		2. **Treasurer**The Board of Directors may appoint a Treasurer. The Treasurer shall perform such duties in connection with the long-term financial plan and compliance for the Company as is from time to time determined by the Board of Directors or Executive Director. The Treasurer shall report directly to the Executive Director. The Treasurer shall, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as may be requested by the Executive Director or as the Board of Directors may from time to time determine.
		3. **Appointments**
			1. The Executive Director may appoint other employees and officers, so long as the authority granted to those employees or officers does not exceed that of the Executive Director.
			2. The Executive Director may hire and fire employees as needed to carry out the Executive Director's duties. The salary, or other compensation, must be approved by the Board of Directors, unless the monies have been allocated in the approved budget.
2. **Fiduciary Duties; Limitation of Liability; Indemnity**
	1. **Fiduciary Duties of Directors and Officers**All Directors and Officers of the Company owe to the Company all fiduciary duties set forth in Sections 55A-8-30 and 55A-8-42 of the North Carolina General Statutes as well as any other statutorily required or agreed upon duties for Directors and Officers of a North Carolina Nonprofit Corporation.
	2. **Limitation of Liability**Except as otherwise provided in this Agreement, no Director or Officer of the Company shall be liable to the Company for monetary damages for an act or omission in such Person’s capacity as a Director or Officer, except for (i) acts or omissions which such Person knew, at the time of the acts or omissions, were clearly in conflict with the interests of the Company, (ii) any transaction from which such Person derived an improper personal benefit, (iii) acts or omissions occurring prior to the date this provision becomes effective, or (iv) breach of this Agreement or of any contract between the Company and such Person. In addition, the Disinterested Directors, by majority vote, may waive any such claim against a Director or Officer. Any amendment of this Agreement or of the Act subsequent to the date hereof which deletes or modifies the indemnity provided by this Section shall not adversely affect the rights existing at the time of such deletion or modification.
	3. **Indemnification**The Company hereby agrees to indemnify and hold harmless any Person (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person’s Affiliates) by reason of the fact that such Person is or was serving as a Director or Officer of the Company or is or was serving at the request of the Company as a manager, officer, director or member of another partnership, corporation, joint venture, limited liability company, trust or other enterprise; provided, however, that (unless the Board of Directors otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person’s or its Affiliates’ gross negligence, willful misconduct or knowing violation of law, actions in bad faith or not done with the reasonable belief that such actions were in the best interests of the Company, or for any losses incurred by the Company. Expenses, including attorney fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.
	4. **Notice**Any indemnification of or advance of expenses to an Indemnified Person in accordance with Section 6.3 above shall be reported periodically in writing in the Corporate books which are open to inspection, but in any case, within the twelve month period immediately following the date of the indemnification or advance.
	5. **No Personal Liability**Notwithstanding anything contained herein to the contrary (including in this Section 6), any indemnity by the Company relating to the matters covered in this Section 6 shall be provided out of and to the extent of Company assets only and no Director shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company.
	6. **Personal Guarantee of Company Debts**No Director or Officer is required to provide a personal guarantee on any Company debts. Unless specifically noted in the instrument creating the debt and signed by the Director or Officer to be bound in a personal capacity, there is an assumption of no personal guarantee of any Company debts.
	7. **Loans from Directors or Officers**Upon approval of the terms thereof by the Board of Directors, any Director or Officer may make a loan to the Company upon commercially reasonable terms, with interest not to exceed 5% per annum.
	8. **Loans to Directors or Officers**The Company shall not make any loans, for any length of time, to any Directors or Officers for any reason.
3. **Dissolution and Termination**
	1. **Dissolution**
		1. The Board of Directors may choose to wind up or dissolve the Company upon receipt of a two thirds majority vote and must show good cause in doing so.
		2. The Company may dissolve upon Court Order.
	2. **Distribution of Assets Upon Dissolution**Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.
	3. **Distributions in Kind**As it may not be completely reasonable to sell all the assets, if creditors accept it, distributions in kind may be made to the creditors of the Company. Additionally, distributions in kind may be made to any entity receiving distributions from the dissolution of the Company.

Ratified on this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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Signature of Secretary

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Print Name