

In the Name of God, the Beneficent, the Merciful

*Al-Umma Center
Of
Santa Clarita Valley*

Bylaws

www.aucscv.org

These bylaws were ratified

By

The Board of Trustees

of

Al-Umma Center of Santa Clarita Valley

On

Dec 20, 2014

Revision 3.0

Table of Contents

Mission, Vision and Goal Statements	4
Article I	5
1. Name, Purpose, Principal Office, and Date of Founding	5
Article II	6
2. Center Real Estate Assets	6
2. Board of Trustees	6
Article III	9
3. Principle and Policies	9
ARTICLE IV	11
4. Membership	12
Article V	16
5. Elections	16
Article VI	18
Directors	18
Article VII	24
7. The General Assembly	24
Article VIII	25
8. Records and Budgets	25
Article IX	26
9. Conflicts of interest	26
Article X	28
10. Arbitration Clause	28
Article XI	29
11. Amendments to the bylaws	29
Article XII	29
12. Dissolution	29
Exhibit I	30
Names of Eligible to Be in the BOT	30
Exhibit II	32
Membership Application Form	33

Mission, Vision and Goal Statements

Mission

Al-Umma Center of Santa Clarita Valley's (AUCSCV) Mission is to practice Islam in America and uphold its virtues by engaging in interfaith activities, charitable, educational and social services for Muslims and non-Muslims and in promoting civic engagements and outreach programs

Vision

Al-Umma Center of Santa Clarita Valley's (AUCSV) vision is to promote a Muslim American identity that integrates with a multi-cultural American society by contributing and promoting Islamic values of justice, equality, peace, compassion, freedom and mercy. AUCSCV plans to contribute positively to the American society.

Goal

AUCSCV's goal is to establish a vibrant, transparent, democratic, cohesive and unified Islamic Community in the Santa Clarita Valley with multiple viable, and permanently located satellite campuses.

Article I

NAME, PURPOSE, PRINCIPAL OFFICE, AND DATE OF FOUNDING

1.1. Names:

The name of this organization is **Al-Umma Center of Santa Clarita Valley (hereinafter referred to as “The Center” and abbreviated by “AUCSCV”)**.

Members of this organization may, informally, refer to it as “Al Umma Center”

Sub-entities, owned or operated by-AUCSV or on its behalf may have other unique identifier, informal names approved by both the BOT and BOD.

1.2. Purpose:

The Center shall establish and maintain its status as a non-profit religious corporation under the California Corporations Code and the Internal Revenue Service 501(C) (3) Code.

1.3. Date of Founding:

The Corporation (AUCSCV) was founded on Mar 1, 2013.

1.4. Principal Office:

The principal office for the transaction of the business of this corporation is located at 18027 Sierra Highway, Santa Clarita, CA 91351

1.5. Affiliations with other organizations:

1.5.1. The Center may, from time-to-time, affiliate with other domestic organizations whose purposes are similar to and consistent with those of The Center.

1.6. Records:

The Center’s records and seals shall be kept at the Center’s principal office,

1.7. Languages:

1.7.1. . English is the language of the land and shall be used as the primary language for communicating and conducting the Center’s activities.

1.7.2. Arabic is taught as the language of the Holy Quran

Article II
CENTER REAL ESTATE ASSETS

2.1. Real Estate Assets

2.1.1. The Center's Board of Trustees as defined in sections 2.4 and 2.5, shall make every effort possible to ensure that any properties, acquired by the Center or the value thereof, shall become restricted on a perpetual basis, to serve as a place of worship (Masjid) and Islamic education for the Muslim Community in the Santa Clarita Valley

2.1.2. Any and all of the Center's real estate assets, which are free and clear of all types of liens, must be placed in a trust whose only beneficiary is the Canyon Country Masjid and or any other Masjid established by AUCSCV in the Santa Clarita Valley.

2.1.3. Until such a Trust (Waqf) is established the Centers founders shall form a Board of Trustees as detailed in sections 2.4 and 2.5

2.2. Real Estate property sales

2.2.1. Sale of Real Estate property of The Center shall require the approval of two-thirds majority of the Full Center's Membership and the approval of two-thirds majority of both the BOD and BOT

2.2.2. The sale of The Center's Real Estate properties shall be exercised only for the purpose of replacing it with another property that serves The Center's long-term goals and objectives of providing a place of worship and Islamic education in the Santa Clarita Valley.

2.2.3. One hundred percent (100%) of net proceeds from such sales shall be placed in escrow for the purchase and development of another property to serve as a Masjid for the worship and Islamic educational needs of the Santa Clarita Valley Muslim Community.

2.3. The Center shall only obtain Financial Loans for the purpose of financing the acquisition of new Real Estate assets for the Center, refinancing Center's existing loans, or for improvements to the Center's existing properties.

BOARD OF TRUSTEES

2.4. Formation and Term of the Board of Trustees (BOT)

2.4.1. Membership in the BOT shall first be extended to the fifteen (15) Founding Members who are willing to serve on the BOT, and whose names are shown on Exhibit #1.

2.4.2. Initial BOT shall be formed with no less than seven (7) founding members.

2.4.3. The BOT elects its own Chairman, Vice-Chairman, Secretary, and Financial Officer for a term of two years.

2.4.4. The initial term of the BOT shall be ten (10) years.

2.4.4.1. The BOT's term shall be extended perpetually until the intent of sections 2.1.1 and 2.1.2 is fulfilled

2.4.4.2. If several vacancies occur, causing the BOT membership to drop below 5 members, the BOT shall choose to fill the vacant positions from other qualified, and willing Founding members. In the event the vacant positions can't be filled from founding members, Qualified Full members of the Center may fill such vacant positions

2.5. Eligibility

A member of the BOT must meet the following qualifications:

- 2.5.1. Have been a Founding Member of the Center, except for appointment under provisions 2.4.4.2
- 2.5.2. In the event a founding member passes away, his surviving spouse becomes automatically a founding member and is eligible to be a member of BOT.
- 2.5.3. Never been convicted of a felony or a criminal offense.
- 2.5.4. Not currently serving on any Board of another Islamic center in Santa Clarita, except on:
 - 2.5.3.1. Other boards and committees within the Center.
 - 2.5.3.2. National Organizations boards and committees, which may be located in Santa Clarita Valley
 - 2.5.3.3. Umbrella Organization boards and committees formed with other centers in Santa Clarita Valley.
- 2.5.5. BOT Members shall not receive any compensation, salaries or fees for their services.
- 2.5.6. Voting Members of the BOT: In order to be eligible to vote on issues that come-up for considerations by BOT, the member has to meet the following conditions:
 - 2.5.5.1 In the preceding twelve months, the member has attended at least 75% of the BOT meetings either in person, through teleconferencing, or through proxy
 - 2.5.5.2 In the preceding twelve months, the member has paid in full his/here monthly dues, which the BOT assesses on its members every year.
 - 2.5.5.3 In cases of financial hardship, a member may submit a written request to the BOT's secretary to either reduce or defer altogether his monthly dues for a finite period of time. The BOT's voting members can either approve or deny such request. In the event the request is approved, the requesting member is expected to exercise his best effort to resume making the monthly payments as soon as possible, provided that the approval for total deferral of the monthly dues can only be granted for a maximum of six months. Partial deferral of monthly dues should only be granted for maximum of twelve months.
 - 2.5.5.4 All members are obligated to seek resolutions to conflicts, which may arise within the BOT by means of internal discussions and deliberations, and members shall also refrain from any activities, which may be harmful to the Center's interest
 - 2.5.5.5 Any Member who violates the spirit of section 2.5.5.3 can have his/her voting rights suspended for a period of two years by a two-thirds vote of the current voting members of the BOT.
 - 2.5.5.6 The BOT's Secretary shall keep a list of current BOT Members who are eligible to vote, along with a ledger showing the payments of their monthly dues, and meeting attendance of all BOT Members.
 - 2.5.5.7 The requirements for the payment of monthly dues and the attending of minimum of 75% of the BOT meetings will go into effect beginning January 1st, 2015.
- 2.5.6 Founding members who don't meet the conditions of Article II clause 2.5.5 still keep their status as either nonvoting members of the BOT or as founding members.
- 2.5.7 The BOT appoints the Executive Director of Religious Affairs of The Center as described in section 6.7.8.
- 2.5.8 The BOT will establish a position of an outside accountant. The accountant will report to the BOT, and work with both the BOT financial officer and the BOD treasurer to generate both internal and external financial reports. – More details about this position are included in section 6.7.9

- 2.5.9 The BOT will approve nominees for all vacancies in the BOD.
- 2.5.10 The BOT has the final authority to approve any changes to the Center's bylaws.
- 2.5.11 The BOD's treasurer has to be approved by the BOT.
- 2.5.12 In the event the BOD of the Center is unable to carry out its functions as a result of :
 - Resignation of all members of the BOD
 - The BOD membership falls to below three members and the BOD is unable to fill the vacancies to bring such membership to the required minimum of three members

The BOT may serve in lieu of the BOD for a period of three months. . The BOT will do everything possible to bring about the election of a new board including taking on all the duties of the nominating committee.

2.6. Meetings

- 2.6.1. The BOT shall meet once every two months, and as needed as issues under its jurisdiction arise.
- 2.6.2. BOT meetings shall be private, however the BOT may hold additional open meetings at its discretion
- 2.6.3. Quorum is reached with two-thirds of voting members attendance; otherwise the meeting shall be rescheduled where the quorum of such meeting will be reached with three BOT Voting Members in attendance.
- 2.6.4. Absent BOT members, can cast their vote and state their positions on issues by proxy, in writing or by use of available conferencing tools.
- 2.6.5. The BOT Secretary shall maintain detailed meeting minutes with logs of attendance and documentation of the BOT decisions.

2.7. Voting in the BOT

- 2.7.1. Votes are carried by a simple majority of BOT members present, and eligible to vote (as set forth in section 2.5.5)
- 2.7.2. The BOT Chairman will act as a tiebreaker in the case of a tie vote.
- 2.7.3. The BOT Vice-Chairman will act as a tiebreaker in the case of a tie vote in the absence of the BOT Chairman.

2.8. Authorities and Duties of Board of Trustees:

The BOT Voting Members shall make all decisions concerning the following:

- 2.8.1. Major Real Estate expansion.
- 2.8.2. Disposition and/or acquisition of the Center's Real Estate properties.
- 2.8.3. Improvements of existing Real Estate costing over \$50,000.
- 2.8.4. Major financial transactions relating to the Center's Real Estate and other Capital Assets.
- 2.8.5. Approve the financial transactions and disbursement of the Center's assets related to borrowing, lending and investing for and on behalf of the Center.
- 2.8.6. Approve any changes to the bylaws.
- 2.8.7. Appoint the Executive Director of Religious affairs.
- 2.8.8. Appoint the out side accountant. Who will work with the BOT financial officer and the BOD treasurer to generate both internal and external reports for the Center.
- 2.8.9. Approve BOD nominees

- 2.8.10. Approve and oversee all new constructions, and development projects.
- 2.8.11. Approve new loans, refinancing of existing loans, and repayment of existing loans
- 2.8.12. Decisions on the following items have to be made jointly by both the BOT and BOD:
 - Major changes to the centers electronic platforms such as website, FB page,etc.
 - Fund raising activities, and any fund distribution to any other organizations
 - BOT, BOD, and Executive Director of Religious Affairs will decide each year's Ramadan's program including the following as a minimum: the program structure, the person to lead Traweeh prayers, and the person who will provide spiritual guidance during the month of Ramadan.
- 2.8.13 The BOT sets the monthly dues its members pay to support the ongoing operations of the Center.

ARTICLE II PRINCIPLES AND POLICIES

The Center is an independent organization. Its sole purpose is to allow its members to practice and share the values of Islam in the Santa Clarita Valley. Its focus is to provide religious, educational and social services for members of the community

3.1. The Center's main objective shall be to:

3.1.1. Educate the community about Islam and the Islamic way of life, by:

3.1.1.1. Arranging and holding regular Islamic congregational prayers

3.1.1.2. Conducting and engaging in religious, charitable, educational, cultural, and other activities according to Islamic teachings as specified in the Holy Quran and the Sunnah (teachings, examples and actions approved by Prophet Mohammad, Peace Be Upon Him (PBUH))

3.1.1.3. Following the sources of Islamic teachings: The Holy Quran, and authenticated Hadiths (sayings of Prophet Mohamed PBUH) and Sunnah's (traditions of Prophet Mohammed PBUH).

3.1.1.4. Recognizing Islamic Madhabs (Islamic School of thought) as a matter of personal preference, not a community policy

3.1.2. Be active in the community, by

3.1.2.1. Cooperating with other Islamic organizations in the United States of America to achieve the Center's vision and goals.

3.1.2.2. Encouraging Members of The Center to participate in the activities of other Islamic Centers in the area.

3.1.2.3. Using every opportunity to invite members of other Islamic Centers in the area to The Center's activities

3.1.2.4. Promoting mutual respect, understanding and friendly relations between Muslims and non-Muslims in the community

3.1.2.5. Fostering peace, justice, harmony and cooperation with other organizations and

communities

3.1.3. Recognize Islam as the universal mercy of God, by

3.1.3.1. Identifying members primarily as Muslims and not as an ethnic group, race, color, or tribe

3.1.3.2. Disallowing ethnic activities, or activities of ethnic overtones in The Center

3.1.3.3. No judging, profiling, classifying of people or engaging in any discriminatory activities.

3.1.4. Conduct the affairs of The Center through democratic and transparent means with discipline and organization, by

3.1.4.1 Encouraging men and women to be equally responsible to formalize policies and plan strategies for The Center

3.1.4.2 Giving youth a considerable room for participation and leadership in The Center and offering internships and positions to youth members and the center's members high-school age children.

3.1.4.3 Exercising concerted efforts to encourage all members, from all ethnic groups, and genders, to run for positions in BOD and be included in all committees and councils formed by the BOD.

3.1.5. Foster an atmosphere of modesty, decency, and observance of the prohibitions that Allah and the Prophet Mohammad (PBUH) dictated, by:

3.1.5.1. Advocating the codes and ethics of Islamic behavior, without compulsion in religion, and with consideration for the feelings of all human beings.

3.1.5.2. Reminding without compulsion or dictating

3.1.6. Activities, which may be directly or indirectly interpreted as being political in nature, are not permitted at the Center.

3.2. Code of Conduct

The code of conduct shall include, but may not be limited, to the following

3.2.1. Kindness & goodness

3.2.2. Patience & perseverance

3.2.3. Forgiveness

3.2.4. Tolerance

3.2.5. Humility

3.2.6. Equality and justice for all people

3.2.7. Truthfulness and keeping of promises

3.3. Policies on Donations

The Center is a non-profit 501(c) (3) organization. It relies upon charitable contributions to sustain its operations and programs. The Center's policies with regard to the receipt and disbursement of charitable funds are as follows:

3.3.1. Receipt of Donations

3.3.1.1. The Center does not accept donations from

Foreign governments
Foreign governmental agencies
Foreign or domestic political parties

3.3.1.2. Donors may choose to earmark their donations to be used for particular Center charities, programs, or activities.

3.3.1.3. No donations shall be accepted which are made contingent upon granting the donor or any third party any elevated privileges or rights.

3.3.2. Disbursement of Donations

3.3.2.1. The Center shall not disburse any funds to foreign or domestic political organizations.

3.3.2.2. All disbursed funds shall be accounted for in accordance with generally accepted accounting principles and the requirements of the U.S. Internal Revenue Code.

3.3.2.3. Accounting of charitable disbursements shall include the name of each recipient and the amount disbursed. Such information shall be used for legal and tax purposes, but otherwise treated in a confidential manner.

3.3.3. The Center may make announcements and collect donations on behalf of other charitable organizations in support of their programs in accordance with the following:

3.3.3.1 All outside fund raisings must be approved by both the BOD, and BOT

3.3.3.2 Maximum of four fundraisings are allowed each year, one each quarter.

3.3.3.3 Each approved Islamic organization is allowed a maximum of one fundraising per year.

3.3.3.4 Fundraisings will be conducted after Friday prayers. A representative from the organization conducting the fundraising will be allowed to speak for 5 minutes at the conclusion of the prayer to encourage Brothers and Sisters of the community to donate.

ARTICLE IV

Membership

4.1. Qualifications

Membership of The Center shall be a privilege, open to all Muslims who are in good standing in the community, and who endorse the policies of The Center. Acceptance of membership shall constitute the member's agreement to:

- 4.1.1. Strictly abide by and support the mission, policies, Bylaws, and rules of The Center
- 4.1.2. Attend The Center regularly and participate in its activities
- 4.1.3. Avoid major sins from the point of view of Islam
- 4.1.4. Observe Islamic code of ethics, dress, and behavior
- 4.1.5. Agree to the Arbitration Clause in the application form pursuant to Article X of these Bylaws

4.2. General Membership Requirements: Applicant must be:

- 4.2.1. Be United States lawful residents by means of any of the following:
 - 4.2.1.1. US citizenship
 - 4.2.1.2. Permanent U.S. residency status.
 - 4.2.1.3. Holding of a valid U.S. Student Visa
- 4.2.2. Be 18 years or older
- 4.2.3. Have not been convicted of any felony or crime

4.3. Full Membership Requirements

4.3.1. Residency in the Santa Clarita Valley Requirements:

- 4.3.1.1. Residence in Zip codes 91310, 91321, 91322, 91350, 91351, 91354, 91355, 91380, 91381, 91382, 91383, 91384, 91385, 91386, 91387, 91390
- 4.3.1.2. Children attending in a school district or college in the Santa Clarita Valley
- 4.3.1.3. Ownership of Business or property in the Santa Clarita Valley
- 4.3.1.4. Full-time employment in the Santa Clarita Valley
- 4.3.1.5. A waiver by the BOD and BOT for those who cannot establish residency by means detailed above

4.3.2. Full Membership rights:

- 4.3.2.1. Nominate non-members for membership
- 4.3.2.2. Nominate members for BOD offices, and Center committees.
- 4.3.2.3. Run for BOD offices and Center committees.
- 4.3.2.4. Vote in Center's elections
- 4.3.2.5. Attend open BOD meetings provided that such attendance shall not disrupt or hinder such meetings.

4.3.3. Full Membership is extended to:

- 4.3.3.1. Founding Members, as defined in section 4.6.1.
- 4.3.3.2. Members who have served as associate members for at least one year, after the founding period

4.4. Membership Process

- 4.4.1. Nomination by two current Full Members
- 4.4.2. Meeting the qualifications and eligibility criteria outlined in sections 4.2 and 4.3
- 4.4.3. Filing of Membership Application (exhibit 2)
- 4.4.4. Approval by the BOD
- 4.4.5. Payment of applicable fees as outlined in section 4.8

4.5. Full Membership Types

4.5.1. Family Memberships

- 4.5.1.1. For families and children under 18 years old
- 4.5.1.2. Required to pay full Membership Fee
- 4.5.1.3. Each family is entitled to a maximum of two votes

4.5.2. Individual Memberships

- 4.5.2.1. For single individuals not classified as youth over the age of 21
- 4.5.2.2. Required to pay a reduced Membership Fee
- 4.5.2.3. Are entitled to a maximum of one vote

4.5.3. Youth Membership

- 4.5.3.1. For all youth members between the ages of 18 and 21
- 4.5.3.2. Are not required to pay any Membership Fees
- 4.5.3.3. Are entitled to a maximum of one vote

4.6. Membership Classifications:

4.6.1. Full Members, as described in section 4.4, and are part of the Center's General Assembly

4.6.2. Founding Members

- 4.6.2.1. Founding Members are members who established their Full Membership within the first 6 months of the founding of The Center.
- 4.6.2.2. Founding Members are part of the General Assembly
- 4.6.2.3. Founding Members are eligible to serve on the BOT, become Full Members immediately upon approval of their membership applications.
- 4.6.2.4. May have higher financial commitments to The Center

4.6.3. Associate Members:

- 4.6.3.1. Associate Members are part of the General Assembly
- 4.6.3.2. May serve on committees and attend the General Assembly meetings
- 4.6.3.3. Are not eligible for Full Membership privileges as outlined in section 4.3
- 4.6.3.4. There are two types of Associate members:
 - 4.6.3.4.1. Members who have completed the requirements of sections 4.1, 4.2 and 4.3 shall become associate members for at least a period of one year before becoming Full Members.
 - 4.6.3.4.2. Members who have completed the requirements of sections 4.1 and 4.2 but not the requirements of section 4.3 become associate members permanently or until eligibility terms change

4.6.4. Youth Members:

In order to encourage youth participation, youth members of the community who meet the membership eligibility may join The Center. Youth Members:

- 4.6.4.1. Are part of the General Assembly
- 4.6.4.2. Shall have full membership rights and privileges with full voting and nominating rights
- 4.6.4.3. Shall have their membership fees waived
- 4.6.4.4. Eligibility, any of the following:
 - Between the ages of 18 and 21
 - Enrolled in a local or national college, university or vocational program

4.6.5. Honorary Members

Members of the community who are recognized for their generous contributions to the cause of Islam in general and to The Center in particular shall become honorary members of The Center:

- 4.6.5.1. Shall be invited to General Assembly meetings
- 4.6.5.2. Shall be nominated by 2 Full Members of The Center
- 4.6.5.3. Shall participate, advise and deliberate on issues
- 4.6.5.4. Do not enjoy voting rights as outlined in the Full Membership Eligibility section.
- 4.6.5.5. Shall have their membership fees waived by default.
- 4.6.5.6. Honorary Membership may be extended, but not limited, to the following:
 - Resident Imams
 - Visiting Imams
 - Guest Speakers
 - Non-Muslim supporters of The Center

4.6.6. Members resignation:

Any member may resign his/her membership in The Center by delivering to the Secretary in person or by mail addressed to the Secretary at the corporation's principal office, a written request to resign.

The resignation becomes effective on receipt of the request by the Secretary

All paid Membership Fees are forfeited.

Resigned members are eligible to reapply for membership

4.6.7. Inactive Members

4.6.7.1. Member(s) who fail to pay the Membership Fees by the due date shall become Inactive Members and have their voting rights suspended

4.6.7.2. Voting rights, shall be reinstated upon paying unpaid dues and assessments

4.6.8. Terminated Members

Members may be terminated for the following reasons:

4.6.8.1. Conviction of any criminal offense. The membership shall be automatically terminated. Such terminated members may *not* apply for new membership

4.6.8.2. Members who exhibit actions that are deemed contrary to the general interest of Islam or of the mission, policies and welfare of The Center

The membership shall be terminated by the BOD

Such terminated members may *not* apply for new membership

4.6.9. Termination Process

4.6.9.1. A two-thirds majority vote of the BOD is necessary for such action

4.6.9.2. The member shall be notified in writing

4.6.9.3. Terminated member(s) have the right to appeal such decision to the BOD, requiring a two-thirds voting majority for reinstatement

4.6.9.4. If the BOD upholds its decision, terminated member(s) may appeal the BOD's decision to the next General Assembly requiring two-thirds voting majority of Full Members

4.7. With regards to membership, the BOD

4.7.1. Shall not discriminate against applicants based on voting inclination or any other criteria

4.7.2. Shall approve new member's applications, based on the applicant's fulfillment of the qualifications and eligibility criteria outlined in these bylaws

4.7.2.1. In cases where BOD rejects an applicant, the applicant may petition the General Assembly to override the BOD's decision and in such case a two-thirds majority vote of the General Assembly is required to override the BOD's decision.

4.7.3. Shall perform periodic reviews of the active membership list to determine the complete membership list and member classifications

4.7.4. Shall maintain the list of active members and publish it, without compromising member's privacy and information like emails, phone numbers and addresses

4.7.5. Shall approve Membership Application Forms and ensure their compliance with these bylaws

4.8. Membership Fees:

4.8.1. The membership Fees are determined and may be revised by the BOD

4.8.2. Membership Fees are collected by the BOD and are part of the General Fund of The Center

4.8.3. Membership Fees are due upon approval of the membership application

4.8.4. Renewing Membership Fees are due on a yearly basis on or before November 1st

4.8.5. Honorary and Student Members shall not be required to pay any fees

4.8.6. The BOD may assess additional charges and fees for specific purposes or activities, such as a building, or maintenance fund or special event funds.

4.8.7. Membership Fees may be waived by the BOD if an applicant declares his/her inability to pay

4.8.7.1. This declaration shall remain in confidence

4.8.7.2. The member shall have all rights and privileges enjoyed by General Membership.

4.8.8. Membership Fees are waived for anyone who donates a minimum of \$1000 to the Center, during the fiscal year, in a lump sum or increments.

Article V

ELECTIONS

5.1. Elections Frequency

5.1.1. Elections shall be held annually in the month of January

5.2. Election Committee

5.2.1. Organization

5.2.1.1. The three outgoing BOD members shall form the elections committee as they shall not **run** for election to any office for the upcoming term

5.2.1.2. The Election Committee chooses a chairman among themselves

5.2.1.3. The Election Committee shall follow the election procedures set by these Bylaws (section 5.2.3)

5.2.1.4. The Election Committee prepares the nominating forms, ballot and tabulation forms

5.2.2. Duties

The Elections Committee duties are to:

5.2.2.1. Insure the transparency and the integrity of the nominating and voting process

5.2.2.2. Insure that adequate time is provided to allow for a fair nomination and voting process with clearly established and published deadlines

5.2.3. Process

The election committee shall perform and insure the integrity of the following, by set deadline

5.2.3.1. Tabulation of the list of all Full Members who paid their fees by the due date

5.2.3.2. Tabulation of the list of members eligible to run for office based on these bylaws

5.2.3.3. Distribution of BOD approved nomination forms to all eligible members

5.2.3.4. Inclusion of eligibility requirements for the nominations in nomination forms

5.2.3.5. Collection of all filled nomination forms

5.2.3.6. Validation of the nominations in accordance with these bylaws

5.2.3.7. Insuring a minimum of two candidates are nominated for each position

5.2.3.8. The nominating committee shall submit the list of nominees for approval by the BOT. In the event, the BOT disapproves any nominee; the committee will submit a second list of nominees.

5.2.3.9. After two rounds of rejected submittals, the BOT will take on the responsibility of nominating the candidates for BOD.

5.2.3.10. Insuring nominees are in full acceptance of the nomination

5.2.3.11. Publishing the final list of nominees to the voting members

5.2.3.12. Distribution of all ballots

5.2.3.13. Collection of all cast ballots

5.2.3.14. Tabulation and publication of voting results

5.3. Elections Timeline

The nominating committee shall make its report of nominees who have been approved by the BOT by December 15. The nominating committee shall send to each member of the General Assembly, with the notice of the meeting, a list of nominees who have been approved by the BOT by December 22

Election to be held on the last Sunday of January

5.4. Election Campaign:

- 5.4.1. Members are expected to campaign in a gracious manner and in the best of Islamic spirit
- 5.4.2 BOD members not running for re-election shall not campaign in favor of or in opposition to any candidate.
- 5.4.3 Each candidate shall be required to present in writing his/her plans, platforms and ideas that meet the vision and objectives of The Center.

5.5. Voting Process:

The Election Committee

- 5.5.1 Shall complete the tabulation of the results within 48 hours of the elections deadline.
- 5.5.2 Shall report the results to the General Membership immediately upon tabulation.
- 5.5.3 Submit to the Secretary all ballots and records of the elections to be retained for six months.
- 5.5.4 Shall meet one last time before disbanding to document lessons learned from the process and provide them to the BOT and BOD for improvement of future elections and amendments to the bylaws.

5.6 Transition to the new BOD officers

Within 30 days of reporting the election results

5.6.1. Outgoing office holders of the BOD, shall hand over to the respective in-coming officers the following:

- 5.6.1.1 All documents, records, files and other properties
- 5.6.1.2 Financial records including, petty cash, check books, and appropriate signatures to operate bank accounts.
- 5.6.1.3 Keys to The Center and other properties
- 5.6.1.4. List stating all unfinished business, outstanding accounts and other pertinent matters.

5.7 Oath of office

Elected BOD Members shall publicly take the following oath of office in the first BOD meeting following the elections:

“I DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY EXECUTE THE DUTIES OF A MEMBER OF THE BOARD OF DIRECTORS, GUIDED BY THE HOLY QURAN AND THE TEACHINGS OF PROPHET MOHAMMAD, PBUH AND WILL TO THE BEST OF MY ABILITY, PRESERVE AND PROTECT THE CENTER AND UPHOLD ITS BYLAWS AND THE LAWS OF THE LAND, SO HELP ME GOD”

Article VI

BOARD OF DIRECTORS

6.2. Formation and Term

- 6.2.1. The BOD shall be democratically elected by the general assembly Members, in an open and transparent process
- 6.2.2. The BOD is elected by a simple majority; candidates receiving the highest number of votes are elected
- 6.2.3. The BOD shall consist of ~~six~~ five members as outlined in section 6.7
- 6.2.4. The term of the BOD is two years
- 6.2.5. Directors shall be elected for staggered two years terms. Elections are held every year, as set forth in article V, to replace the three members of the Board who have served two consecutive years.
- 6.2.6. If a vacancy occurs :
 - 6.2.6.1. The BOD may function with at least three members without holding special elections to fill in vacancies
 - 6.2.6.2. If a vacancy occurs causing the BOD membership to drop below three members, the BOD may choose to fill the position from candidates who ran in the past election without holding a special election to fill the vacancies
- 6.2.7. Directors shall take office at the first BOD meeting following the election after performing the oath of office
- 6.2.8. Directors serve until their successors are elected and sworn in.

6.3. Formation of Committees:

- 6.3.1. The BOD shall form various committees to implement the Center's policies and BOD's decisions
- 6.3.2. Unless otherwise provided for in these Bylaws, the BOD appoints the Chairperson of each committee from among the members of The Center

6.4. Eligibility

A member of the BOD must meet the following qualifications:

- 6.4.1 Has been a Full Member of the Center in good standing for the past two years.
- 6.4.1. Never been convicted of any criminal offense
- 6.4.2. Not currently serving as a BOD member in another Masjid in the Santa Clarita Valley.
- 6.4.3. BOD Members shall not receive any compensation, salaries or fees for their services, except when needed to reimburse for accrued out of pocket expenses related to The Center's activities.
- 6.4.4. The requirement set forth in section 6.4.1 can be waived by a majority vote of the members of the BOT who are eligible to vote.

6.4.5. BOD Members shall disclose any conflict of interest related to their role in The Center or other Centers or Businesses and shall submit their resignations if such conflicts arise and are not resolved to the satisfaction of the BOD and BOT pursuant to Article IX of these bylaws

6.4.6. BOD Members shall not profit from their position

6.5. Meetings

6.5.1. The BOD shall meet regularly and as needed with a minimum of one meeting per calendar month. Members may attend either in person or through teleconferencing means. However, each meeting should have at least two members of the Board present in person. Whenever possible, BOD meetings should be held at the Canyon Country Masjid. BOD meetings are to be announced to the Center's membership at least one week in advance. The one-week requirement shall be waived in the event the BOD has to hold an emergency meeting.

6.5.2. BOD meetings shall be open to the Membership; however, and only in very limited cases, and with valid, documented reasons, the BOD may hold additional closed meetings.

6.5.3. The BOD shall meet within 10 business days, if requested by a minimum of one-tenth of Full Members with valid and documented reason(s)

6.5.4. Quorum is reached with two-thirds attendance, otherwise a rescheduling of the meeting is required

6.5.5. Absent BOD members, without a cause, for two consecutive meetings shall be removed from the BOD and their seat shall be deemed vacant

6.5.6. The BOD secretary shall maintain detailed meeting minutes with attendance and decisions.

6.5.7. Meeting minutes shall be available to members upon request and shall be provided to members of the BOT.

6.6. Voting in the BOD

6.6.1. Votes are carried by a simple majority of BOD members.

6.6.2. Voting by proxy or over the phone is allowed

6.6.3. The BOD Chairman will act as a tiebreaker in the case of a tie vote

6.6.4. The BOD Vice-Chairman will act as a tiebreaker in the case of a tie vote in the absence of the BOD Chairman

6.7. Composition of the BOD

The Incoming BOD will assign each of the following positions to each of the BOD members, and the BOD shall elect one of its members to serve as Vice Chairman for a period of one year

6.7.1. Director of Business and Legal Affairs (Secretary)

6.7.1.1. The Secretary shall keep or cause to be kept, at the principal office or , a book of minutes of all meetings of the BOD and its committees, with the time and place of holding, whether the meeting is regular or special, and if special, how authorized, the notice thereof given, the names of those attending the BOD and committee meetings and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's Articles and Bylaws, as amended to date

6.7.1.2. The Secretary shall give, or cause to be given, a notice of all meetings of the BOD and any

committees thereof required by these Bylaws or by law , shall keep the seal of the Center in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the BOD

6.7.1.3. Shall maintain a full Center's membership roster.

6.7.1.4. Be responsible for keeping the records of attendance and be custodian of all the records and papers belonging to The Center, posting notices, and notifying members of all meetings and affairs to be voted on.

6.7.1.5. Be responsible for maintaining and delivering the regular monitor's report during BOD's meetings.

6.7.1.6. Be responsible for preparing the agenda for BOD's meetings.

6.7.1.7. Also perform such other duties as may be imposed by law, by the Articles of Incorporation, or by these Bylaws

6.7.1.8. Maintains The Center's non-profit organization status.

6.7.2. Chairman of Board, and Director of Communications

6.7.2.1. Enforces the Center's Bylaws.

6.7.2.2. Calls for and presides over all BOD meetings.

6.7.2.3. In the case of a tie in BOD voting, the Chairman vote will be the tiebreaker.

6.7.2.4. Calls for and presides over all of the Center's General Assembly meetings.

6.7.2.5. Sets the agenda for General Assembly meetings.

6.7.2.6. Serves as a member without a vote on all subcommittees except the election committee.

6.7.2.7. Communicates with the Center's Membership, the media, the public, and other organizations.

6.7.2.8. Represent the Center's official positions on various issues.

6.7.2.9. Coordinates dealings with other Centers and Organizations

6.7.2.10. Responsible for the hiring of and discharge of the center's employees.

6.7.2.11. Has the authority to delegate some of the authorities described in 6.7.2.1 to 6.7.2.11 to other BOD members

6.7.3. Director of Finance (Treasurer)

The Treasurer of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The books of account shall at all times be open to inspection by any director. The Treasurer,

6.7.3.1. Chairs the Committee, which determines the proper way to distribute charity collected from The Center Donors. Such committee shall include in it the BOT's Financial Officer.

6.7.3.2. Files all the Center's tax forms on a timely manner

- 6.7.3.3. Proposes annual operating budgets to the BOD and Membership
- 6.7.3.4. Oversees execution of the approved operating budget(s)
- 6.7.3.5. Approves any use of funds and expenses in accordance with the approved operating budget
- 6.7.3.6. Oversees the depositing of funds into the Center's bank accounts.
- 6.7.3.7. Assures all bills and invoices are paid in a timely manner
- 6.7.3.8. Along with the BOT's Financial Officer, the Treasures may propose to the BOD tools and guidelines to optimize the Center's funds management.
- 6.7.3.9. Treasure will be the authorized signer along with the BOT's Financial Officer on all the bank accounts of the Center.
- 6.7.3.10. BOT has to approve the person serving in this position.

6.7.4. Director of Communication and Coordinator of Religious Activities

- 6.7.5.1. Oversees the preparation of the Center's marketing materials (leaflets, web postings.....etc)
- 6.7.5.2. Receives and recommends the inclusion of postings submitted by other Center members on the Center's electronic platforms.
- 6.7.5.3. Acts as a liaison between BOD and Sunday School Board
- 6.7.5.4. Acts as an advisor to the Center's youth group
- 6.7.5.5. Works with the Executive Director of Religious Affairs to schedule religious educational programs, classes or Halaqas in subjects such as Tafseer, studying of our beloved Prophet's Hadiths, and other areas of Islamic education.
- 6.7.5.6. Works with the Executive Director of Religious Affairs to select and schedule guest speakers for events such as family nights, Eid Prayers...etc.
- 6.7.5.7. Coordinates Imams' schedule for Jummah Prayers.
- 6.7.5.8. Works with the Executive Director of Religious Affairs to recommend important Islamic dates such as the beginning and end of Ramadan. The BOD will make the final decisions on such important dates in conjunction with other Islamic Organizations
- 6.7.5.9. Works with the Executive Director of Religious Affairs to set-up interfaith activities and other religious outreach programs as well as coordinating joint religious programs between the Center and other Masajid and Muslim organizations.

6.7.6. Director of Informational Technology

- 6.7.6.1. Proposes and maintains the Center's webpage, social media sites, and email addresses
- 6.7.6.2. Manages all passwords and insures that at least one other member of the BOD and the BOT's Secretary have complete access to such passwords.
- 6.7.6.3. Proposes technology utilization to The BOD for meetings, education and congregations
- 6.7.6.4. Maintains the multimedia files (photos and recordings of events) of the Center
- 6.7.6.5. Interviews, appoints and selects IT personnel and administrators

6.7.7 Vice-Chairman of the BOD

- 6.7.7.2 Shall be elected by the current BOD in the first meeting after oath-swearing

6.7.7.5 Serves a term of 1 year

6.7.7.6 Can be re-elected for another consecutive term while still a member of the BOD

6.7.7.7 Duties, in addition to his/her directorship duties

6.7.7.7.1 assumes all the duties and authorities of the Chairman of the BOD in his/her absence and assists the Chairman of the BOD in the discharge his/her duties.

6.7.8 Non-BOD Officers:

6.7.8.1. Executive Director of Religious Affairs:

6.7.8.1.1. Appointment:

The Board of Trustees of Al-Umma Center of Santa Clarita Valley will be responsible for approving the appointment of the Executive Director of Religious Affairs. The appointment will be for a period of two years and at the end of each two-year-appointment, such appointment is either extended for another two years or is terminated. It's also understood that while the appointment is in effect, either party can terminate such appointment if such termination is deemed to be in the best interest of the Masjid and the community.

6.7.8.1.2 Qualifications:

1. Must be a practicing Sunni Muslim
2. Basic Knowledge of the teachings of Islam and all its prevailing and revered schools of thoughts (Madahib) .
3. Basic knowledge of the Holy Qur'an and an ability to interpret it.
4. Must be of the highest Islamic moral character, must conform to the Islamic code of ethics, and must not have any criminal record.
5. Fluency in both English and Qur'anic Arabic.
6. No political associations with any organization or political party.
7. Must possess Excellent interpersonal and communications skills.
8. Must have the ability and willingness to work across many cultures and ethnic backgrounds.

6.7.8.1.3 Job Description:

1. Be the spiritual leader for Al-Umma Center of Santa Clarita and its community.
2. Develop and manage educational programs for both adults and children
3. Be an integral part of selecting Khateeb for Friday prayers and Eid prayers.
4. Be an integral part of developing Ramadan Programs and providing extensive teachings and spiritual inspiration and guidance during the Holy Month of Ramadan.
5. Represent Al-Umma Center of Santa Clarita in religious dialogues, forums, conferences and interfaith activities.
6. Develop programs to provide vital community services such as marriage and burial services.
7. Help the Masjid in fundraising activities both within the local community and outside it.
8. Approve all religious-type postings on the Center's media platforms (print and electronic).
9. The executive Director of religious affairs is not expected to take part in any of the following activities:

- Involvement in the election process of the Board of Directors of Al-Umma Center of Santa Clarita Valley, including nominating candidates, or campaigning on their behalf.
- Involvement in internal politics of Al-Umma Center of Santa Clarita Valley.
- Involvement in internal disputes within Al-Umma Center of Santa Clarita Valley except to the extent of giving advice on how to resolve such disputes in an Islamic manner

6.7.8.1.4 Compensation:

The Executive Director of Religious Affairs will not receive any financial compensation from Al-Umma Center of Santa Clarita Valley. This position is a 100% volunteer position. Out of pocket expenses the Executive Director of Religious Affairs incurs for the direct benefit of the Masjid will be reimbursed to him upon submitting a detailed expense report supported by proper documentations

6.7.8.2. Outside Accountant:

6.7.8.2.1 Appointment:

The Board of Trustees of Al-Umma Center of Santa Clarita Valley will be responsible for approving the appointment of the Outside Accountant. The appointment will be for a period of two years and at the end of each two-year-appointment, such appointment is either extended for another two years or is terminated. It's also understood that while the appointment is in effect, either party can terminate such appointment if such termination is deemed to be in the best interest of the Masjid and the community

6.7.8.2.2 Job Description:

1. Work with both the BOD's treasurer, and the BOT's Financial Officer to insure that the Center's accounting practices do meet acceptable accounting practices
2. Help to develop controls and checks and balances for dealing with the Center's finance.
3. Act as the Center's internal auditor.
4. Supervise the preparation and issuance of financial reports both for internal use and when such reports are required by governmental and regulatory agencies.

6.7.8.2.3 Compensation:

Whenever possible, The outside Accountant shall not receive any financial compensation from Al-Umma Center of Santa Clarita Valley. However if this is not possible, any compensation paid to the Outside Accountant has to be approved by the e BOT and BOD. Out of pocket expenses the Outside Accountant incurs for the direct benefit of the Masjid will be reimbursed to him/her upon submitting a detailed expense report supported by proper documentations

6.7.8.3 Manager of Facilities and Operations:

- 6.7.8.3.1 Appointed by BOD from active members of the Center
- 6.7.8.3.2 Responsible for maintenance of the Masjid's facilities and grounds.
- 6.7.8.3.3 Responsible for procurement of Masjid operational supplies.
- 6.7.8.3.4 Manages the activities of the Masjid such as Friday Prayers, Family Nights, Ramadan Iftar

program... etc.

- 6.7.4.1. Represents the BOD on any committee set-up by the BOT for managing development and construction projects.
- 6.7.4.2. Represents the BOD on the Center's real estate committee.

6.7.9 Other Boards:

6.7.9.1. Sunday School Board:

6.7.9.1.1. The operations of the Sunday School at the Masjid will be run by an independent board which will oversee the daily activities of the school, the selection and implementation of the curriculum, the selection of teachers and school administrators, setting the student fees, approving school expenses, control of the school's revenue, and the cooperation with other Islamic Schools.

6.7.9.1.2 The Sunday School board shall consist of five members: four teachers and one administrator. The Sunday school teachers and administrators shall elect among themselves the five-member board. The term of the Inaugural board shall be for three years, and consecutive boards shall serve for two –year-terms. A teacher or an administrator is eligible to serve on consecutive boards.

6.7.9.1.3 The inaugural Sunday School Board shall be formed from the Sisters who are teachers and administrators at AUCSCV's Sunday School during the 2014-2015 school year.

6.7.9.1.3 The Sunday School Board is encouraged to seek help and support from both the Board of Directors and Board of Trustees. The Sunday School Board is strongly urged to draw on the expertise of the Center's Executive Director of Religious Affairs especially in the areas of curriculum development and effective and proper ways of teaching Quraan and Islamic Studies.

Article VII
THE GENERAL ASSEMBLY

7.1. General Assembly Meetings

7.1.1. The General Assembly consists of all members

7.1.2. The General Assembly shall have at least one meeting during each calendar year.

7.1.3. The Chairman of the BOD is responsible for preparing the agenda and calling for the regular and emergency meetings of the General Assembly and presiding over such meetings

7.2. Emergency Meetings

7.2.1. The Chairman of the BOD can call for an emergency meeting on his/here own or if he/she receives a petition to call for an emergency meeting of the General Assembly signed by at least one-fifth of the Full Members of The Center.

7.2.2. Such a meeting shall be held within thirty (30) days from the date on which the petition has been submitted

7.3. Meeting Announcements

7.3.1. A regular General Assembly meeting and an emergency meeting shall be announced to all Full Members and a notice shall be posted on the bulletin board of The Center (both physical and electronic) and communicated to all general assembly members at least two weeks prior to the date of the meeting.

7.3.2. The emergency meeting notice shall identify the meeting's purpose

7.4. Notice of Annual and Special Meetings

7.4.1. Written, printed, or electronic notice stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than thirty (30) days before the meeting's date. The BOD may designate any person(s) to call and inform each Member, who is entitled to vote, for such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, and addressed to the member at his/her address as it appears on the records of The Center. Notices can also be e-mailed and deemed delivered as of the date of the e-mail. Each member shall be responsible for informing The Center promptly of any change of his/her address

7.5. Waiver of Notice

7.5.1. Whenever any notice is required to be given to any Member under any provision of law, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the Member entitled to such notice, whether before or after the time stated therein, shall be the equivalent to giving of such notice.

7.5.2. The presence of any Member at a meeting, in person without objection to the lack of notice of such meeting, shall also waive the requirement of notice by such Member.

7.6. Quorum

7.6.1. The quorum for the General Assembly meetings is one-half of the Full Members. If the quorum is not met, another meeting shall be held within two weeks from the original date. The quorum in this case

would be one-third of the Full Members. If the quorum is not met for the second meeting, those Full Members present in the third meeting will constitute a quorum and the General Assembly Meeting shall be held.

Article VIII RECORDS AND BUDGETS

8.1. Fiscal Year: The fiscal year for the Center begins on January 1st and ends on December 31st.

8.2. Books of Account

The Center shall keep and maintain adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses

8.3. Records Available to the Assessor

On request of an assessor, the Center shall make available at its principal office in California or at a place mutually acceptable to the assessor and to the Center a true copy of the business records relevant to the amount, cost, and value of property, subject to local assessment, which it owns, claims, possesses, or controls within the county

8.4. Inspection of Records by Directors

The books of account shall at all reasonable times be open to inspection by any member of the BOT or BOD. Every such member of either board shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the Center, in person, by agent, or attorney. The right of inspection includes the right to make copies of records.

8.5. Inspection of Records by Members

The books of account and the minutes of meetings of the members, Directors and Standing Committees, shall be open to inspection upon the written demand of any voting member at any reasonable time, for a purpose reasonably related to the interest of the member and shall be exhibited at any time when required by the demand of ten percent (10%) of the voting members of the Center. Such inspection may be made in person or by agent or attorney, and the right of inspection includes the right to make extracts. Demand of inspection other than at a member's meeting shall be made in writing to the Chairperson or Secretary of the corporation

8.6. Annual Report and Financial Statement

The BOD may provide for the preparation and submission to the members a written annual report. Such report if required by the BOD shall summarize the corporation's activities for the preceding year and activities projected for the forthcoming year. The BOD shall provide for preparation and submission to the members annual financial statements, each of which shall consist of a balance sheet as of the close of business of the corporation's fiscal year, contain a summary of receipts and disbursements, prepared in such manner and form as is sanctioned by sound accounting practices, and be certified by the Chairman of the BOD, BOT Financial Officer and Outside Accountant.

8.7. Budget

In the absence of an approved budget, the BOD is authorized to operate with a temporary budget of one-twelfth of the preceding year's budget for each month until the annual budget is approved. The BOD shall approve an operating budget no later than two months after the beginning of the new fiscal year.

8.8. Corporate Seal

The BOD may adopt, use, and at will alter, a corporate seal. Such seal, if adopted, shall be affixed to all corporate instruments, but failure to affix it shall not affect the validity of any such instrument

8.9. Use of Outside Experts

When conducting the periodic reviews as provided above The Center may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the BOD of its responsibility for insuring that periodic reviews are conducted in a timely manner.

Article IX CONFLICTS OF INTEREST

9.1. Interested Person

Any BOD Member, principal officer, or member of a committee with BOD delegated powers, who has a direct or indirect financial interest, as defined below, is a person with financial interest:

9.1.1. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

9.1.1.1. An ownership or investment interest in any entity with which The Center has a transaction or arrangement

9.1.1.2. A compensation arrangement with the Center or with any entity or individual with which the Center has a transaction or arrangement

9.1.1.3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which The Center is negotiating a transaction or arrangement

9.1.1.4. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial

9.1.1.5. In cases where the Center is unable to secure financing from commercial lending institutions (banks, mortgage companies.....etc) for acquiring real estate assets or to carry out the development of its properties, the Center may seek to secure such financing from some of its Members or from business entities owned by such Members. Those members or their business entities are deemed not to be persons with financial interest, and as a consequence, they are not subject to the Conflict of Interest Clause. More specifically such members can serve as BOD members and members of any other committees that the BOD may create.

9.1.1.6. A person who has a financial interest may have a conflict of interest only if the BOD or committee proves that a conflict of interest exists

9.2. Procedures

9.2.1. Duty to Disclose

In connection with any actual or possible conflict of interest, a person with financial interest must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with BOD delegated powers considering the proposed transaction or arrangement

9.2.2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the person perceived to have a financial interest, he/she shall leave the BOD or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining BOD or committee members shall decide if a conflict of interest exists

9.2.3. Procedures for Addressing the Conflict of Interest

9.2.3.1. A person with a financial interest may make a presentation to the BOD or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest

9.2.3.2. The chairperson of the BOD or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement

9.2.3.3. After exercising due diligence, the BOD or committee shall determine whether The Center can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest

9.2.3.4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not resulting in a conflict of interest, the BOD or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in The Center's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement

9.2.4. Violations of the Conflicts of Interest Policy

9.2.4.1. If the BOD or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose

9.2.4.2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the BOD or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action

Article X
ARBITRATION CLAUSE

10.1. This Arbitration Agreement shall be considered an integral part of the Membership Application and is to be read, understood, and agreed to by all membership applicants as part and condition of submission, acceptance, and processing of their application. Signing of the membership application means full acceptance of this article

10.2. The application form shall include that Submission of the Membership Application to the Center will indicate full agreement to all terms of this Arbitration Agreement. If applicant does not agree with any of these provisions, then the Membership Application shall be deemed invalid.

++++++START OF ARBITRATION CLAUSE++++++

10.3. “In the event that I have any claim or dispute with or against Al-Umma Center of Santa Clarita Valley, (hereinafter referred to as The Center,) any of its sub organizations, or with any of their respective officers, members, employees, and representatives (collectively, The Center’s Parties), or if I am involved in any controversy arising out of or involving the respective Articles of Incorporation, By-Laws, or decisions of the BOD or the Center’s Parties, I hereby agree to submit any such matter to final and binding arbitration, pursuant to the provisions of the California Code of Civil Procedure, Section 1280 et seq., or amended statutes, within one year of the time such matter arises.

10.4. Furthermore, in the event that I have any claim or dispute with or against any other person where such claim or dispute arises out of or otherwise relates to the Articles of Incorporation, By-Laws, or decisions of The Center’s Parties, I hereby agree to submit any such matter to final and binding arbitration, pursuant to the California Code of Civil Procedures, Section 1280 et seq., or amended statutes, within one year of the time such matter arises

10.5. Any such disputes shall be resolved by an arbitrator mutually agreed upon between the relevant Center Parties, or such other person, as the case may be, and myself.

10.6. In case we cannot agree on an arbitrator, then each of us will nominate a Muslim to act as our nominee, and these nominees shall in turn select a third Muslim to act as the arbitrator of the dispute

10.7. I further agree that such arbitration shall be the exclusive forum for any such dispute. If any of the relevant Center’s Parties does not receive any written request for arbitration from me within one

year of the date the dispute arose, I agree that I will have waived any right to raise a claim, in any form, arising out of such dispute. I further expressly agree that in arbitration, my exclusive remedy shall be:

10.8. To seek rescission of any act that I deem to have been wrongly undertaken by the relevant Center Parties, or such other person, as the case may be, or

10.9. To force the relevant Center Parties, or such other person, as the case may be, to perform tasks required of it under the Articles of Incorporation, By-Laws, and any effective resolutions

- 10.10. I expressly waive any claims for damages, actual or punitive, save and except to the extent of membership dues (if any) paid by me. The cost of the arbitration shall be borne by the losing party or in such proportion as the arbitrator shall decide. I understand that by executing this Arbitration Agreement, I waive my right to a trial by a judge and/or jury and I hereby expressly waive such right, except to enforce a legally binding arbitration decision
- 10.11. Should any of the provisions of this Arbitration Agreement be unenforceable, the remaining provisions shall remain in full force and in effect and shall be construed in the most favorable manner so that any dispute involving the parties is resolved by binding arbitration
- 10.12. I understand and agree that this Agreement represents and expresses the complete agreement between The Center's Parties and me regarding any acts or omissions of The Center's Parties

+++++END OF ARBITRATION AGREEMENT+++++

Article XI

AMENDMENTS TO THE BYLAWS

Proposals to amend These Bylaws may be initiated by:

- 11.1. The Annual General Assembly
- 11.2. Any special meeting of the General Assembly called for that purpose
- 11.3. A two-thirds vote of the BOD.
- 11.4. Proposals initiated in 11.1 to 11.3 are submitted to the BOT and become official amendments to the bylaws with a 2/3 vote of the members of the BOT who are eligible to vote.
- 11.5. The BOT may amend the bylaws on its own and only by $\frac{3}{4}$ vote of the members of the BOT who are eligible to vote provided that at least five voting members are present either in person or through other means (proxy, telephone...etc).

Article XII

DISSOLUTION

- 12.1. Dissolution of The Center can only be achieved by the General Assembly , provided:
- 12.1.1. It is done in the best interest of the Islamic community
- 12.1.2. It is approved by two-thirds voting majority of the General Assembly and two-thirds voting majority of the BOD and two-thirds voting majority of the BOT
- 12.2. In case of dissolution, the BOD shall, dispose of The Center's assets as follows
- 12.2.1. Pay or make provisions for the payment of all the liabilities of The Center
- 12.2.2. Transfer all remaining assets of The Center exclusively to another non-profit Islamic organization with similar goals and objectives as shown at the time qualified as an exempt organization under the existing Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law, as to be determined by the General Assembly or the BOD and BOT if the General Assembly fails to convene

Exhibit I

Names of the Founding Members of The Center, and Who Are Eligible to Serve On The BOT

- 1. Ahmed Aly**
- 2. Esam Buckly**
- 3. Mahgiub El-Arabi**
- 4. Marwan Elzarou**
- 5. Naveed Goraya**
- 6. Abdulghany Jaber**
- 7. Zaher Khirfan**
- 8. Osama Mostafa**
- 9. Ayman Omar**
- 10. Tarig Osman**
- 11. Shafi Poswal**
- 12. Mohammed Salman**
- 13. Ridwan Salman**
- 14. Hyssam Tohme**
- 15. Samir Zayyad**

**Exhibit II – Membership Application
(Application Form Is On Page 32)**

In the Name of Allah, the Beneficent, the Merciful Al-Umma Center of Santa Clarita Valley

18027 Sierra Highway, Canyon Country 91351
(661) 347-8367 center@aucscv.org www.aucscv.org Tax ID: 46-1819648

MEMBERSHIP APPLICATION

Applicant Name: _____
First Middle Last

() - _____
Phone email address

Spouse Name: _____
First Middle Last

() - _____
Phone email address

Residence	Work <small>(to be used to establish residency in SCV)</small>
Street: _____	Street: _____
City: _____ State: __ Zip: _____	City: _____ State: __ Zip: _____

Children (for children under 18 only. Children over 18, fill separate application for youth membership. If more space is needed, please list on the back)

NAME	AGE	GENDER

I/We hereby apply to become (an) active member(s) of Al-Umma Center of Santa Clarita Valley. I/We have received a copy of the Center's Bylaw. I/We pledge to support the Center's programs, abide by its laws and regulations and Bylaws. I/We agree to abide by the Arbitration Clause (Article X of the Bylaws). I/We understand that the Center's Bylaws can be amended in accordance with article XI of the Bylaws.

FOR OFFICIAL USE ONLY			
Membership	Type	Annual Membership Fees	
<input type="checkbox"/> Full (Founding)	<input type="checkbox"/> Family	<input type="checkbox"/> \$120.00	<input type="checkbox"/> Other _____
<input type="checkbox"/> Associate	<input type="checkbox"/> Individual	<input type="checkbox"/> \$60.00	<input type="checkbox"/> Other _____
<input type="checkbox"/> Youth		<input type="checkbox"/> Waived	
<input type="checkbox"/> Honorary		<input type="checkbox"/> Waived	
<input type="checkbox"/> Not Approved	Total Fees:	\$ _____	

Applicant Signature	Spouse Signature
Date	Date

