

**BYLAWS  
OF  
NATIONAL SAM INNOVATION PROJECT, INC.**

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**ARTICLE I  
GENERAL CORPORATE PROVISIONS**

**1.1 NAME.** The name of the corporation is NATIONAL SAM INNOVATION PROJECT, INC. (“NSIP”), a Kentucky charitable benevolent not-for-profit corporation.

**1.2 LOCATION.** NSIP’s initial principal office is located in Kentucky and it may have other offices within or outside the Commonwealth of Kentucky as the Board of Directors may determine. NSIP shall have a Registered Agent in the Commonwealth of Kentucky.

**1.3 PURPOSE.** NSIP is organized and shall be operated exclusively for charitable and educational purposes as described within Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any future codification of United States Internal Revenue law or laws (“the Code”), including for such purposes the making of distributions to organizations and individuals for the purpose of engaging in activity falling within the purposes of NSIP and permitted for an organizational exempt under said Section 501(c)(3).

The purpose of the corporation shall be to study and implement ways to improve principal/administrator effectiveness in improving teaching and learning using the SAM professional development and time data process. School Administration Manager (SAM) focuses on changing the conditions in schools that prevent principals from devoting more time to instructional leadership. The project addresses the issue that the press of management responsibilities deprives the school of a valuable instructional-leadership resource: the principal’s time.

**1.4 NOT-FOR-PROFIT ORGANIZATION.** All of the assets and the earnings of NSIP shall be used exclusively for charitable and benevolent purposes, in the course of which operation:

- (a) No part of the net earnings of NSIP shall inure to the benefit of or be distributable to its individual members, directors or officers;
- (b) No part of the activities of NSIP shall be the carrying on of propaganda or otherwise attempting to influence legislation and NSIP shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office;

- (c) Notwithstanding any other provision of these Bylaws, NSIP shall not carry on any other activities not permitted to be carried on by an organization exempt from tax under Section 501(c)(3) of the Code.

**1.5 CORPORATE DISSOLUTION.** The duration of NSIP is perpetual. In the event of the dissolution or liquidation of NSIP, all remaining assets, after payment of just debts and liabilities, shall be distributed to a not-for-profit charitable organization established and existing under Section 501(c)(3) of the Code as the Board may direct.

## **ARTICLE II** **BOARD OF DIRECTORS**

**2.1 MANAGEMENT.** The affairs, business and property of NSIP shall be managed by its Board of Directors (“the Board”).

**2.2 ELECTION OF DIRECTORS.** Each NSIP State affiliate may appoint one person to serve on the Board. Founding NSIP state affiliates are: University of Delaware (DASL), Delaware, Gwinnett County Public Schools, Georgia, Large Unit District Association (LUDA), Illinois, School Administrators of Iowa (SAI), Iowa, University of Louisiana, Lafayette, Department of Educational Leadership, Kentucky Leadership Academy, KLA, Kentucky, Missouri Department of Education, RPDC, Missouri. The Board may add directors if the NSIP Executive Director certifies that the state level affiliate is able to implement and support the SAM process within its jurisdiction. Board officers shall be elected by majority vote of all Directors at its annual meeting provided that a quorum is present. For purposes of this provision, “remaining Directors” is defined to include all Directors whose term is not ending concurrent with that annual meeting at which the election occurs. Vacancies shall be filled by state affiliates. Each Board Officer shall be elected to serve until the annual meeting at which his or her successor is elected and until his or her successor is elected and shall qualify and accept election.

The specific powers and duties of the Board shall include, but not be limited to, the following:

- (a) Adopt and amend statements of mission, philosophy or purpose;
- (b) Adopt and amend Bylaws; recommend by resolution any plan of merger, consolidation or dissolution; recommend by resolution any amendments to the Articles of Incorporation;
- (c) Select the independent auditors for NSIP;
- (d) Approve the annual budget of NSIP and periodically review financial reports from the Finance Committee regarding the financial condition of NSIP;

- (e) Approve any unbudgeted expenditure in excess of \$5,000.00;
- (f) Approve any sale, lease or mortgage of NSIP's real or personal property;
- (g) Approve the acceptance of any charitable contribution that imposes a material obligation on NSIP;
- (h) Approve any formal affiliation with another entity;
- (i) Fulfill the fiduciary duties vested in them under the laws of the Commonwealth of Kentucky and these Bylaws;
- (j) Monitor the accomplishments of the goals and philosophy of NSIP;
- (k) Develop and establish policies for NSIP and its programs of service;
- (l) Authorize capital expenditures and execution of major contracts;
- (m) Receive reports from the Executive Director in regard to the operation of NSIP;
- (n) Employ additional professional persons as may be required;
- (o) Approve any sale, lease, mortgage, compromise or disposal of any assets transferred to NSIP by donors.

**2.3 TERM OF DIRECTORS.** The term of office of each Director shall be three (3) years. A board member may, if re-appointed by their respective NSIP affiliate, serve additional terms.

**2.4 BOARD MEETINGS.** The regular annual meeting of the Board shall be held the 3rd Friday in September of each year at the principal office of NSIP, or at such other place and at such time as is designated by the Chair, by resolution of the Board or as specified in the notice. The purpose of the annual meeting shall be the election of officers and the transaction of such other business as may come before the Board.

Special meetings of the Board may be called by the Chair or as set forth in Section 2.12, below. Any authorized person or persons calling a special meeting of the Board shall designate the time and place therefore in such call, and the specific purpose and agenda for the special meeting, and any call without such designation shall be invalid and of no effect.

Written notice of the time and place of any meeting of the Board, including the purpose if the meeting is a special meeting, shall be given by or at the direction of the Executive Director, Secretary or any other Officer in the event the Secretary is unable or unwilling to act, to each Director at least five (5) days before the meeting is to be held or, in the case of a Special Meeting, as set forth in Section 2.12, below. Notice may be made by U. S. mail, facsimile transmission or electronic mail to the last address provided to the Secretary by each Director. Any Director may waive notice unless the Director attends for the purpose of objecting to the transaction of business because the meeting is not lawfully convened.

**2.5 RESIGNATION AND REMOVAL.** Any Director may resign from the Board at any time by giving written notice to the Chair of the Board or by delivery of written notice to the Board in care of the Secretary. Any elected Director may be removed from the Board for cause by a two-thirds (2/3) majority of the Board present and voting. The Board may fill any vacancy on the Board for the remainder of the unexpired term.

**2.6 QUORUM.** A majority of the Directors then serving shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, those Directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Directors from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**2.7 MANNER OF ACTING.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board except where otherwise provided by law or these Bylaws. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communication equipment through which all persons can hear each other and participation at a meeting in this manner shall constitute presence at the meeting. There shall be no voting of proxies by the Directors. Any vote of the Board or Committee, properly taken and with quorum present, resulting in a tie vote, shall be decided by vote of its Chair.

**2.8 ACTION WITHOUT A MEETING.** Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the Directors. In the event of such action, the Secretary shall file such writing in the records of NSIP.

**2.9 VACANCIES.** Any vacancy occurring in the Board shall be filled by an appointment from the state affiliate.

**2.10 COMPENSATION.** Directors shall not receive compensation for their services as such, but may be reimbursed for bona fide expenses incurred arising out of service rendered.

**2.11 CONFLICT OF INTEREST.** Any member of the Board having an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt, full, and frank disclosure of his interest to the Board or committee prior to its acting on such contract or transaction. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contract or transaction.

For purposes of this Article, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with NSIP, or is a Director, Trustee or Officer of, or has a significant financial or other interest in, the entity contracting or dealing with NSIP.

**2.12 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the Executive Director, President or Vice President and must be called by any of them on the written request of any two (2) members of the Board.

**2.13 NOTICE OF SPECIAL MEETINGS.** Notice of all Directors' Special Meetings, shall be given by mail at least two (2) days, or by facsimile or e-mail at least one (1) day, before the meeting to the usual business or residence address of the Director, but such notice may be waived by any written instrument of a Director. Regular meetings of the Board of Directors may be held without additional special notice at such time and place as shall be determined by the Board. Any business may be transacted at any Directors' meeting. At any meeting at which every Director shall be present, even though without any notice or waiver, any business may be transacted.

**2.14 ANNUAL REPORT.** The Board shall present at the annual meeting a report, verified by the President and Treasurer or by a majority of the Directors, showing in appropriate detail the following: (a) the assets and liabilities, including any trust funds, if any, of NSIP for the prior fiscal year and through the end of the quarter and the fiscal year immediately preceding the annual meeting; (b) the principal changes in assets and liabilities from the prior fiscal year end to the quarter immediately preceding the date of the report; (c) the revenue or receipts of NSIP, both unrestricted and restricted to particular purposes, for the prior fiscal year and through the quarter immediately preceding the date of the report; (d) the expenses or disbursements of NSIP, for both general and restricted purposes, for the prior fiscal year and through the quarter immediately preceding the date of the report. The annual report of Directors shall be filed with the records of NSIP and an abstract entered in the minutes of the proceeding of the annual meeting of the members.

**ARTICLE III**  
**OFFICERS AND EXECUTIVE DIRECTOR**

**3.1 OFFICERS.** The officers of the Board shall also be the officers of NSIP and shall be the President, Vice-President, the Secretary and the Treasurer (“Officers”). NSIP, at the discretion and by resolution of the Board, may have additional officers, including one or more assistants. The President of NSIP shall be deemed the Chairman of the Board. The initial Officers are as follows:

President	Roberta Hendee
Vice President	Carol Lensing
Secretary	Debbie Daniels
Treasurer	Nathan Roberts

**3.2 ELECTION AND TERM OF OFFICE.** The Officers shall be elected annually by the Board. The elected Officers shall serve for a term of one year or until a successor is elected unless the Officer sooner resigns or is removed. However, the terms of the initial officers elected shall be for three (3) years commencing July 1, 2011. One person may hold multiple offices.

**3.3 RESIGNATION AND REMOVAL OF OFFICERS.** Any Officer may resign at any time by giving written notice to the President or the Board in care of the Secretary or to the Executive Director, and the resignation shall take effect as specified therein. The Board may, by two-thirds vote, remove any Officer for cause at a regular or special meeting.

**3.4 VACANCIES.** An existing or prospective vacancy in any office may be filled at any meeting of the Board upon the recommendation of the Nominating Committee, and resolution of the Board, but the term of an Officer elected between annual meetings of the Board shall expire upon the conclusion of the next such annual meeting (or, in the case of the initial officers of the Board, at the appropriate annual meeting), or if later, when the successor of such Officer shall have been duly elected and qualified.

**3.5 PRESIDENT.** The President shall preside at all meetings of the Board, as its Chair, appoint all committees, unless otherwise provided for, may sign bonds, notes, contracts, membership certificates, and such other papers and documents as may be authorized by the Board. The President may convene a committee in the absence of its chairman and act with it.

**3.6 VICE-PRESIDENT.** The Vice-President shall assist the President in the performance of his or her duties. During the absence, disability or unavailability of the President, the Vice- President shall perform all of the President’s said duties. In the absence of the President and Vice-President, the Secretary may so act until the Board

convenes and elects a President *pro tempore*. The Vice-President shall also oversee the public relations and fundraising activities of NSIP.

**3.7 SECRETARY.** The Secretary shall keep a true record of the proceedings of the Board, attach as part of the minutes, copies of financial reports made to the Board, attest official papers when required, and performs such other duties as may be required of him or her by the Board. The Secretary shall deliver to his or her successor, or as the Board may direct, all the books and property of NSIP that may come to his or her hands. The Secretary shall: (a) keep at the principal office of NSIP a copy of the Articles of Incorporation and Bylaws and a record of all actions of the governing body and all other corporate records; (b) see that all notices are given in accordance with the provisions of the Bylaws and as required by law; (c) sign documents of NSIP from time to time as required and be custodian of the seal of NSIP and see that it is affixed to all documents as required; (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board.

**3.8 TREASURER.** The Treasurer shall generally be responsible for the administration of the monies of NSIP and shall keep them on deposit in a bank or banks selected by the Board in the name of NSIP, separate from all other funds. The Treasurer shall make written monthly financial reports to the Board. The Treasurer may, by resolution of the Board, be required to give approved bond for the faithful performance of his or her duties in a sum to be determined by the Board. Said bond shall be retained in the custody of the Secretary under the supervision of the President. The Treasurer shall have general oversight over the financial activities of NSIP specifically:

- (a) Keep and maintain adequate and correct accounts of NSIP's properties and business transactions;
- (b) Render a financial statement on the condition of the finances of NSIP whenever requested by the Board;
- (c) In general, perform all duties incident to the Office of Treasurer and such other duties as from time to time may be assigned by the President or the Board.

**3.9 EXECUTIVE DIRECTOR.** The Board shall employ an Executive Director who shall have general oversight of the officers and affairs of NSIP and serve as the liaison officer and channels of communication for the Board. Between meetings of the Board, the Executive Director is vested with discretionary powers in matters not specifically prohibited by the Board and shall make due report of all such actions to the Board at its next stated meeting and seek ratification for any and all such acts. The Executive Director will be responsible for the day to day activities of NSIP including the supervision of all employees; he may sign bonds, notes, contracts, membership certificates, and such other papers and documents as may be authorized by the Board. Mark Shellinger is the initial Executive Director and shall serve as such under a contract between NSIP, approved by the Board, and Mark Shellinger.

**ARTICLE IV**  
**FISCAL MATTERS**

**4.1 FISCAL YEAR.** The fiscal year of NSIP shall commence on July 1 and end on June 30 of each year or as otherwise determined by act of the Board.

**4.2 CONTRACTS.** The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of NSIP and such authority may be general or confined to a specific instance. Unless so authorized or as set forth herein, no Officer, agent, or employee shall have any power or authority to bind NSIP by any contract or engagement or to pledge its credit and to render it liable pecuniarily for any purpose or in any amount.

**4.3 LOANS.** No loans shall be contracted for or on behalf of NSIP, and no negotiable papers shall be issued in its name unless and except as authorized by the Board. No loans shall be granted to any employee, Director or Officer of NSIP.

**4.4 DEPOSITS.** All funds of NSIP shall be deposited from time to time to the credit of NSIP with such banks, trust companies or other depositories as the Board may select, or as may be selected by the Officer to whom such authority may be delegated from time to time by the Board.

**4.5 CHECKS AND DRAFTS.** All checks, drafts or other orders for the payment of money, notes, acceptances or other evidences of indebtedness issued in the name of NSIP shall be signed by the Executive Director and by a designate appointed by the Board to perform such duties. Executive Director shall provide monthly reports on all expenditures to the Treasurer and the President.

**4.6 GIFTS.** The Board may accept on behalf of NSIP any contribution, gift, bequest or devise, for and consistent with general or specific purposes of NSIP.

**4.7 INVESTMENTS.** NSIP shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments Which a Director is or may be permitted by law to make or any similar restriction provided, however, that no action shall be taken by or on behalf of NSIP if such action is a prohibited transaction under applicable laws as they now exist or as they may be amended.

**ARTICLE V**  
**BOOKS AND RECORDS**

NSIP shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and Board, and shall keep at the registered or principal office a record giving the names and addresses of the members.



Any member or his/her agent or attorney may inspect all books and records of NSIP for any proper purpose at any reasonable time.

**ARTICLE VI**  
**SEAL**

The Board may adopt a seal.

**ARTICLE VII**  
**WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the Bylaws of NSIP, a waiver thereof or after the time stated therein shall be deemed equivalent to the giving of such notice.

**ARTICLE VIII**  
**AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by two-thirds (2/3) vote of the Directors present at a meeting of the Board, with quorum established.

**ARTICLE IX**  
**DISSOLUTION**

Upon dissolution of this Association for any reason, the total remaining net assets of NSIP shall be conveyed by the Directors to an exclusively charitable Foundation exempt from payment of federal income taxes under Section 501(c)(3) of the Code; provided, however, that if there be no such provision in said Code at the time of dissolution, then conveyance shall be made to an organization Which would have qualified as a tax-exempt organization under Section 501(c)(3).

**ARTICLE X**  
**INDEMNIFICATION**

Any Director or Officer or former director or officer of NSIP shall be indemnified by NSIP against any expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in Which he or she is made a party by reason of being or having been such director or officer, and any judgment or fine or penalty arising from or in relation to such action, suit or proceeding, except in relation to any such matters in Which he or she is determined by a court of competent jurisdiction to be liable for negligence or misconduct in the performance of his or her duties to, or on behalf of, NSIP. NSIP may make any other indemnification permitted by law and authorized by its Articles of Incorporation and its Bylaws or upon due and proper resolution adopted after notice to all directors entitled to vote.

**CERTIFICATE**

It is hereby certified that on this date we are respectively the duly elected and qualified President and Secretary of NATIONAL SAM INNOVATION PROJECT, INC., and that on this the \_\_\_ day of \_\_\_\_\_, 201\_, the foregoing Bylaws were adopted by action of the Board of Directors.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary