



## **QUEST PREPARATORY ACADEMY BYLAWS**

### **ARTICLE 1 - GENERAL PROVISIONS**

Section 1.1 NAME. The name of this charter school shall be Quest Preparatory Academy.

Section 1.2 PRINCIPAL OFFICE. The main office of the school shall be 4025 N. Rancho Dr., Las Vegas, NV.

Section 1.3 FISCAL YEAR. The fiscal year shall begin July 1 and end the following June 30 of each year.

### **ARTICLE 2 - STATEMENT OF PURPOSE**

Quest Preparatory Academy's mission is to provide:

1. An intensive academic curriculum that addresses students' needs and then continues to challenge all students to achieve our highest expectations—that they are college and career ready, no matter where their paths may lead. All students will receive the opportunities and attention that facilitate their success in the core subjects as well as in the arts and sports.
2. A school community that draws on the resources and skills of families, parents, students, businesses, and community groups to help our students become confident in their abilities and proud of their communities, their culture, and their histories.


### **ARTICLE 3 - BOARD OF TRUSTEES**

Section 3.1 AUTHORITY. The business and affairs of the school shall be controlled and governed by the board of trustees, which shall have the right to exercise all powers consistent with the Charter and these Bylaws.

Section 3.2 NUMBER OF TRUSTEES. The board of trustees shall consist of at least five and no more than fifteen board members.

Section 3.3 ELIGIBILITY/COMPOSITION. New trustees shall be elected by current trustees at meetings of the board of trustees. Pursuant to NRS 388A.320, the governing board shall consist of:

- (a) One member who is a teacher or other person licensed pursuant to NRS Chapter 391 or who previously held such a license and is retired, as long as his or her license was held



in good standing.

(b) One member who:

- (1) Satisfies the qualifications of paragraph (a); or
- (2) Is a school administrator with a license issued by another state or who previously held such a license and is retired, as long as his or her license was held in good standing.

(c) One parent or legal guardian of a pupil enrolled in the charter school who is not a teacher or an administrator at the charter school.

(d) Two members who possess knowledge and experience in one or more of the following areas:

- (1) Accounting;
- (2) Financial services;
- (3) Law; or
- (4) Human resources.

All new members must comply with requirements listed at NRS 388A.320 and NRS 388A.323.


Section 3.4 TERMS. Trustees shall serve terms of three years and shall serve no more than two consecutive terms, unless otherwise determined by the board of trustees on a case-by-case basis. After two consecutive terms (or three terms as provided below) and at least one year without service on the board, a former trustee may be reelected as a trustee.

The original members of the reconstituted board shall serve staggered terms, as outlined below:

Kelle Snow (3 years: October 2020-October 2023)  
Monique Mosthaff (2 years: October 2020-October 2022)  
Will Batista (2 years: October 2020-October 2022)  
Edward Jimenez (1 year: October 2020-October 2021)  
Lynn Hanrahan (1 year: October 2020-October 2021)

Section 3.5 RESIGNATION Any trustee may resign by delivering a written resignation to the chair or any other officer of the Board of Trustees. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.6 REMOVAL. Any trustee may be removed, with or without cause, by a vote of three fourths (3/4) of the entire board of trustees (excluding the trustee in question) at any meeting of the trustees. No trustee shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the trustee whose removal is sought.



Section 3.7 VACANCIES. Vacancies on the board of trustees, including a vacancy resulting from an increase in the number of trustees shall be filled by a majority of the trustees remaining in office even if they constitute less than a quorum. A trustee selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

#### **ARTICLE 4 – MEETINGS OF TRUSTEES**


Section 4.1 MEETINGS. The board of trustees shall hold at least one regularly scheduled public meeting in the county in which a facility operated by the charter school where pupils receive instruction is located. Special meetings of the board of trustees may be called by the chair or 20% of the trustees then in office, by delivering notice of the date, time, place and purpose of such meeting to all trustees at least three (3) business days in advance of such meeting; provided that at the beginning of each one-year period, the Board may provide a single notice of all regularly scheduled meetings for that year, or for a lesser period, without having to give notice of each meeting individually.

Section 4.2 WAIVER OF NOTICE. Notice of any meeting may be waived by any trustee in writing, either before or after a meeting, or in such other manner as may be permitted by the laws of Nevada. Attendance by a trustee at a meeting of the board of trustees constitutes a waiver of notice of the meeting.

Section 4.3 PARTICIPATION IN MEETINGS BY MEANS OF COMMUNICATION EQUIPMENT. Trustees may participate in a meeting of the board or committee meetings by means of conference telephones or similar communications equipment so long as all trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 4.4 ACTION WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the board of trustees or any committee designated by the board may be taken without a meeting if a written consent signed by each member of the board of trustees or committee, as applicable, is delivered to the Board in writing in the form of a record describing the action to be taken by fax, mail or by electronic mail. Such consent, which may be signed in counterparts, shall have the same force and effect as the unanimous vote of the trustees at a duly called and noticed meeting, and shall be filed with the minutes of the proceedings of the board or committee.

Section 4.5 QUORUM AND VOTING. Unless a greater proportion is required by law, a majority of the board of trustees then in office shall constitute a quorum for the transaction of



business at any meeting of the board. At any meeting of the board of trustees at which a quorum is present, a majority of those trustees' present shall decide any matter, unless a different vote is specified by Nevada law, or these Bylaws. Each member of the board of trustees has one vote. All voting at meetings shall be done personally and no proxy is allowed.


Section 4.6 ABSENCE. Each trustee is expected to communicate with the Board in advance of all board of trustee meetings stating whether or not she or he is able to attend or participate by conference telephone or other agreed-upon means of communication. Any trustee who is absent from three successive board of trustee meetings or fails to participate for a full year shall be deemed to have resigned due to non-participation, and his or her position shall be declared vacant, unless the board of trustees affirmatively votes to retain that trustee as a member of the board of trustees.

## **ARTICLE 5 – COMMITTEES**

Section 5.1 ESTABLISHMENT OF COMMITTEES. The board of trustees may create one or more committees that shall have such name or names as may be determined from time to time by the board of trustees. Such committees shall be designated as either (a) governing committees that are delegated the authority to act on behalf of the board of trustees ("Governing Committees"), or (b) advisory committees that are created to advise the board but which do not have the authority to act on behalf thereof ("Advisory Committees").

Section 5.2 GOVERNING COMMITTEES. Each Governing Committee shall consist of one or more members of the board of trustees, and the board shall designate a chair of each committee from among the committee's members. The board shall determine the duties, powers and composition of any such committee in a resolution of the board or a committee charter adopted by the board, except that the board shall not delegate to such committees the authority to: amend or repeal these Bylaws; fill vacancies on the board of trustees or its committees; or any other powers that may not be delegated. Unless otherwise required by applicable law, the creation of a Governing Committee and appointment of trustees to it shall be approved by a majority of all trustees then in office. The board of trustees may appoint one or more trustees as alternate members of any committee to replace any absent or disqualified member during the member's absence or disqualification.

Section 5.3 ADVISORY COMMITTEES. Each Advisory Committee shall consist of one or more persons designated by the board of trustees, and the board shall designate a chair of each Advisory Committee from among the committee's members. The board shall determine the duties and composition of any such committee in a resolution of the board or a committee charter adopted by the board. Advisory Committees may not exercise any powers of the board of



trustees and persons who are not trustees may serve as members of an Advisory Committee. Each Advisory Committee shall submit to the board of trustees at such meetings as the board may designate, a report of the actions and recommendations of such committee for consideration and approval by the board of trustees.

Section 5.4 TERM OF OFFICE. Each member of a committee shall serve for one year until the next annual meeting of the board of trustees and until a successor is appointed, unless the committee is sooner dissolved.

Section 5.5 VACANCIES. Vacancies in the membership of committees may be filled by the chair of the board.

Section 5.6 RULES. Each committee may adopt rules for its meetings not inconsistent with these Bylaws or with any rules adopted by the board of trustees.

## **ARTICLE 6 - OFFICERS**


Section 6.1 OFFICERS. The board of trustees shall elect a chair, a vice-chair, a secretary, a treasurer, and such other officers as the board of trustees may establish from time to time. Any two offices may be held by the same person, except that the chair may not hold another office.

Section 6.2 ELECTION. The officers shall be elected annually by the board of trustees at the first meeting of each fiscal year. Terms for officers shall be one year.

Section 6.3 VACANCIES. A vacancy in any office due to death, resignation, disqualification, or otherwise, shall be filled by the board of trustees for the unexpired portion of the term. Each officer shall hold office until a successor shall have been duly elected, appointed and qualified.

Section 6.4 RESIGNATION. Any officer may resign by delivering a written resignation to the chair or any officer of the Board, in each case at the school's principal office. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 6.5 REMOVAL. Any officer may be removed, with or without cause, by a vote of a majority of the entire board of trustees at any meeting of the board of trustees. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and the opportunity at such meeting is given to the officer whose removal is sought.



Section 6.6 POWERS AND DUTIES. The powers and duties of the officers shall be as follows:

(a) Chair/Co-Chairs. The chair/co-chairs shall preside at all meetings of the board of trustees. The chair/co-chairs shall communicate to the other officers or to the board of trustees matters and make such suggestions as may in her or his opinion tend to promote the prosperity and welfare of the charter school, and subject to the supervision of the board of trustees, shall perform all duties customary to that office.

(b) Vice-Chair. In the case of the absence of the chair, or of her/his inability from any cause to act, the Vice-Chair shall perform the duties of that office.


(c) Secretary. The secretary shall keep the minutes of the meetings of the board of trustees, ensure that all notices are given in accordance with the provisions of these bylaws, be custodian of the charter school's records, and in general perform all such duties as may from time to time be assigned by the board of trustees.

(d) Treasurer. The Treasurer, or other proper officer or agent authorized by the board of trustees, shall have charge and custody of and be responsible for all funds and securities, receive and give receipt for moneys due and payable to the charter school from any source whatsoever, and deposit all such moneys in the name of the charter school in such banks, trust companies, or other depositories as shall be selected by the board of trustees, and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of trustees. Treasurer, or other proper officer or agent of the charter school authorized by the board of trustees, shall have charge and custody of and be responsible for all funds and securities of the charter school, receive and give receipt for moneys due and payable to the charter school from any source whatsoever, and deposit all such moneys in the name of the charter school in such banks, trust companies, or other depositories as shall be selected by the board of trustees, and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of trustees.

## **ARTICLE 7 - CHARTER TRANSACTIONS**

Section 7.1 CONTRACTS. The board of trustees may authorize any officer or agent of the charter school, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the charter school, and such authority may be general or confined by specific instances.

Section 7.2 INDEBTEDNESS. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the charter school, shall be signed



by such officer or agent as from time to time may be determined by the board of trustees. In the absence of such determination of the board, such instruments shall be signed by the Treasurer.

Section 7.3 DEPOSITS. All funds of the charter school shall be deposited from time to time to the credit of the charter school in such banks, trust companies, or other depositories as the board of trustees shall select.

Section 7.4 CONTRIBUTIONS. The board of trustees may accept, or authorize any officer to accept, on behalf of the charter school any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the charter school.

### **ARTICLE 8 - BOOKS AND RECORDS**

The charter school shall keep at its principal office, correct and complete books and records of account, minutes of the proceedings of the board of trustees, and a register of the names and addresses of the trustees. All books and records may be inspected by any trustee, or agent or attorney thereof, for any proper purpose at any reasonable time.

### **ARTICLE 9 - RESTRICTION ON ACTIVITIES**


No substantial part of the activities of the charter school shall be the carrying on of propaganda, or otherwise attempting to influence legislation, any political campaign on behalf of, or in opposition to, any candidate for public office. No part of the net earnings of the charter school shall inure to the benefit of, or be distributable to, its trustees, trustees, officers or other private persons, except that the charter school shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes of the school.

### **ARTICLE 10 - CLOSURE**

In the event that the charter school ceases to operate for any reason, the board of trustees shall fulfill all obligations outlined in NRS 388A.306.

### **ARTICLE 11 - CONFLICTS POLICY**

Each trustee and officer shall sign and comply with the charter school's Conflicts of



Interest Policy. With respect to any contract or transaction of the charter school, each trustee and officer shall promptly disclose any known actual or potential conflict of interest to the board of trustees, including but not limited to the existence of any affiliation with an actual or potential vendor or grantor. Upon disclosure of any actual or potential conflict of interest, the board and any such trustee or officer shall review and fully comply with each of the requirements of the charter school's Conflicts of Interest Policy.

## **ARTICLE 12 - PERSONAL LIABILITY**


No officer or trustee shall be personally liable to the charter school for monetary damages for or arising out of a breach of fiduciary duty as an officer or trustee, notwithstanding any provision of law imposing such liability, provided, however, that the foregoing shall not eliminate or limit the liability of an officer or trustee to the extent that such liability is imposed by the applicable law (a) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (b) for any transaction from which the officer or trustee derived an improper personal benefit.

## **ARTICLE 13 - INDEMNIFICATION**

The charter school shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, trustee, employee or agent of the charter school against all reasonable expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by any reason of his or her service in such capacity; provided, that no indemnification shall be provided for any such person with respect to any matter as to which it is determined in accordance with Nevada State law that he or she did not act in good faith in the reasonable belief that such action, in the case of conduct in an official capacity, was in the best interest of the charter school, and in all other cases, was at least not opposed to the best interests of the charter school, or in the case of any criminal proceedings, such person had reasonable cause to believe his or her conduct was unlawful; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum who are not at that time parties to the proceeding.

Notwithstanding anything to the contrary contained herein, unless ordered by a court, the charter school shall not indemnify any person: (a) in connection with a proceeding by or in the right of the charter school, except for reasonable expenses incurred in connection with the proceeding if it is determined that such person has met the standard of conduct set forth above; (b) in connection with any proceeding with respect to conduct for which such person was





adjudged liable on the basis that such person received a financial benefit to which he or she was not entitled, whether or not involving action in an official capacity; or (c) in the case of an officer of the charter school who is not also a member of the board of trustees or who is being made party to a proceeding as a result of his or her act or omission solely as an officer of the charter school, for any liability arising out of conduct that constitutes (i) receipt by the officer of a financial benefit to which the officer was not entitled, (ii) an intentional infliction of harm on the charter school; or (iii) an intentional violation of criminal law. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of the indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled. This Article constitutes a contract between the charter school and the indemnified persons. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such indemnified person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

#### **ARTICLE 14 - DISCRIMINATION**

The charter school will make no policy that discriminates against individuals based on race, religion, age, gender, sexual preference, or country of national origin.

#### **ARTICLE 15 - AMENDMENTS TO BYLAWS**

These bylaws may be amended at any regular or special meeting of the board of trustees by a majority vote of the trustees.

(End of  
bylaws)