

ISLAMIC CENTER OF SAN GABRIEL VALLEY, INC.



BYLAWS

Approved on 3/12/23

BYLAWS COMMITTEE

Chair - Br. Irfan Parekh

ARTICLE I Name & Offices

SECTION 1: NAME

The name of the organization shall be "ISLAMIC CENTER OF SAN GABRIEL VALLEY," also referred to as the "Islamic Center" or "ICSGV."

SECTION 2: INCORPORATION

The Corporation was registered in the State of California on October 07, 1982.

SECTION 3: PRINCIPAL OFFICE

The principal office of the corporation shall be located within the County of Los Angeles, State of California.

SECTION 4: CHANGE OF ADDRESS

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws.

SECTION 5: OTHER OFFICES

The corporation may also have offices at such other places, within or not within its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors, also referred to as the "Shoora," may, from time to time, designate.

SECTION 6: FISCAL YEAR

The Fiscal Year of the Islamic Center shall begin on the 1st day of January and shall end on the 31st day of December. Quarterly and annual financial statements shall be prepared by the Treasurer, presented to the Shoora for approval, and presented at the General Body Meetings.

ARTICLE II Nonprofit Purposes

SECTION 1: IRC SECTION 501(C)(3) PURPOSES

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of

distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

SECTION 2: SPECIFIC OBJECTIVES AND PURPOSES

The specific purpose of the Corporation is to: Establish and operate an Islamic Center (Masjid / Mosque); Establish libraries and classes for Islamic Education; Provide funeral and burial services according to Islamic customs and traditions; Arrange and conduct workshops, seminars, and discussions and lectures concerning Islamic education, philosophy, and values; to Promote cooperation between Muslim communities and organizations; and to Engage in other religious, educational, and charitable activities keeping with the practice of Islam and according to the tenets of the Holy Qur'an as interpreted by Islamic Scholars.

ARTICLE III Members

SECTION 1: MEMBERSHIP

1.1 Membership is open to all adult Muslims, sixteen years of age or older, who believe, uphold, and declare that:

A: THERE IS NO ONE WORTHY OF WORSHIP EXCEPT ALLAH.

B: PROPHET MOHAMMAD (SAWS) IS THE LAST MESSENGER OF ALLAH AND THE FINAL PROPHET OF ALLAH.

C: THE HOLY QURAN (THE BOOK OF ALLAH) AND THE SUNNAH OF PROPHET MUHAMMAD (SAWS) SERVE AS AN AUTHORITY FOR MUSLIMS AND REPRESENT A COMPLETE WAY OF LIFE.

1.2 There shall be only one class of membership, i.e., ordinary membership.

1.3 A member shall be eligible to vote twelve (12) months after the approval of the membership.

1.4 Each member in good standing shall be entitled to one vote at all General Body meetings of the ICSGV where votes are held.

1.5 A member in good standing can sponsor a maximum of three applications in one calendar year.

1.6 The membership year of the Islamic Center shall begin on the 1st day of January and shall end on the 31st day of December.

- 1.7 A member's status must be current, for the member to participate in any General Body meetings and elections.
- 1.8 A member must be a resident of California.

SECTION 2: MEMBERSHIP APPLICATIONS & DUES

- 2.1 Two existing members in good standing must sponsor a new applicant for membership.
- 2.2 Membership applications are required by all applicants (including those exempt from payment) and shall be submitted in writing using the approved membership application form with membership dues. The membership committee shall create and approve the membership form and set the procedure for their acceptance, review, and approval.
- 2.3 Any application that does not meet all the membership requirements shall be rejected and returned to the applicant with the stated reason for rejection.
- 2.4 Payments for membership renewal must be submitted at least 14 days prior to any election meeting or vote for the member to be able to participate in the vote or election.)
- 2.5 Membership fees shall be \$90.00 for a married couple and \$60.00 for an individual per year. All dues shall be paid either by check, Check-o-Matic; a monthly donation program via, Masjid's electronic payment system "MOHID", or another electronic form of payment (such as PayPal, Zelle, etc.) money order, credit card, and cash; provided that the proof of payment is an actual ICSGV receipt, a copy of the canceled check (front and back) or an electronic acknowledgment corresponding to the membership payment. Upon payment, the Shoora or someone it designates shall issue receipts for all membership fees.
 - 2.5.a Check-O-Matic donors whose annual contributions meet or exceed or are projected to meet or exceed the annual membership fee shall be considered members if they meet all other membership requirements including submission and approval of a signed membership form.
- 2.6 In consideration of a prospective or current member's personal financial hardship the Membership Committee may exempt such members or prospective members from the payment of membership dues, for one (1) calendar year.

SECTION 3: TERMINATION AND REINSTATEMENT

- 3.1** The annual membership fee deadline of April 30 shall be posted in the lobby of the center. Any person that fails to pay by the deadline shall be ineligible for membership that year but may be reinstated as a voting member the following year by submitting a new application. He/She does not have to wait 12 months waiting period before becoming eligible to vote.
- 3.2** A member may terminate their membership voluntarily by submitting their resignation in writing to the Membership Committee.
- 3.3** Any member who is found to be acting contrary to the bylaws or the code of conduct posted in the Islamic Center or in direct contradiction of the fundamental tenets of Islam, or in violation of the code of conduct shall be terminated from membership of the Islamic Center in accordance with the procedure adopted by the Shoora.

SECTION 4: GENERAL BODY MEETING

- 4.1** The regular General Body meeting shall be held at least once per year, except when elections are required. Elections are required every 3 years for the Shoora and every 5 years for the Trustees. The first General Body meeting shall be held within the first quarter of ICSGV's fiscal year. The First General Body meeting is to review and discuss the center's fiscal performance and operation. Voting is reserved for the second General Body meeting, which shall be held in the third quarter of the ICSGVs fiscal year. Voting may take place at specially called meetings as well.
- 4.2** The notice of the time and place of the General Body meeting, along with the agenda, shall be given at least twenty (20) days before the meeting via postal mail or electronic communications (E-mail, WhatsApp, etc.)
- 4.3** Each year, within ninety (90) days of the end of the fiscal year of the Islamic Center, an Annual General Body meeting shall be held to transact, among other business, the following:
 - 4.3.1** To receive, consider and discuss the Annual Report on the State of Affairs of the Islamic Center by the President or Secretary.
 - 4.3.2** To receive, consider and discuss the Annual Financial Report and Statement by the Treasurer.
 - 4.3.3** To provide status updates on all projects and proposals.

- 4.3.4** To share goals for the upcoming fiscal year.
- 4.3.5** To discuss any other business of the Islamic Center.
- 4.4** A Special General Body meeting shall be convened by either order of the Shoora or at the request of at least 15% of the members. The request for a meeting by members shall be delivered in writing, signed by the members in good standing, to the Secretary or President of the Shoora. The request shall state clearly the agenda items for discussion or the language of the proposal to be voted on. If there is a proposal for voting, the Trustees, the Shoora, or the Committees of the Center may all propose alternate or additional issues to be voted on by members. If the request is permitted under these Bylaws (including their alterations for provisions) and the laws of the State of California, then the Shoora shall schedule a Special General Body Meeting within 90 days of receiving a request.
- 4.6** The notice of time and place of such special general body meeting, along with the specific agenda of business to be transacted, shall be given at least twenty (20) days before the holding of such meeting.
- 4.7** General Body Meetings will be held in person only. Participation and attendance in the meeting, to hear all discussion and contribute, is required for voting with the exception of submitting a spousal proxy.
- 4.8** Twenty (20) percent of the members in good standing on the date of the meeting present and by duly authorized proxy of the spouse shall constitute a quorum at any regular or special General Body meeting of the Islamic Center. If the quorum is not met, then Shoora shall dismiss the meeting and recall the meeting within sixty (60) days. This rescheduled General Body Meeting shall have a reduced quorum requirement of fifteen percent (15%) of the members in good standing, counting duly authorized proxies as if the member were present. Unless the meeting is for elections of expiring positions or other vote required by these Bylaws or California Law, if the second attempt to hold the meeting does not meet the quorum requirement, then the Shoora does not need to reschedule the meeting further.
- 4.9** All matters requiring decision as disclosed in the agenda such as elections of Shoora members and Trustees, and voting on proposed amendments to the Bylaws arising at any General Body Meeting shall be decided by a simple majority vote unless otherwise required by these Bylaws. These matters shall be resolved by secret ballot, the results shall be announced to the community and shall be recorded in the Meeting Minutes.
- 4.10** "Spur of the moment" proposals in the General Body Meetings (inclusive of special, annual, or semi-annual) cannot be voted on. "Spur of the moment" includes any

item or proposal put forth for voting that is not explicitly mentioned as a voting proposal in the agenda.

ARTICLE IV

Shoora/Board of Directors

SECTION 1: RESPONSIBILITIES AND DUTIES

- 1.1** The day-to-day affairs of the Islamic Center shall be managed by the Shoora.
- 1.2** There shall be five (5) members of Shoora, who shall be elected by the members of the Islamic Center.
- 1.3** A member of Shoora must commit at least 10 hours a week to the affairs of the center.

SECTION 2: ELIGIBILITY AND TERM OF SHOORA MEMBERS

- 2.1** Each Shoora member, prior to his/her election, appointment, or nomination, shall be a member in good standing for at least twelve months and maintain good standing throughout his/his tenor in the Shoora, once elected.
- 2.2** A candidate for Shoora is required to sign the nomination form which includes:

“I accept the nomination and affirm that, if elected, I shall attend the meetings of the Shoora regularly and I shall devote the required time.”
- 2.3** The term of office of each member of Shoora shall be for a period of THREE YEARS and shall begin on the first day of the fiscal year.
- 2.4** A member of Shoora can be elected or selected for unlimited terms.
- 2.5** Election of members of Shoora shall be conducted at a General Body Meeting, to take place in the third quarter of the fiscal year. All five members of the Shoora shall be elected every three years during the semi-annual general body meeting and the current Shoora members shall collaborate and cooperate with the elected members so that the latter are prepared to assume office the following fiscal year.
- 2.6** A member of Shoora will be discharged from the Shoora if that member fails to attend three consecutive Shoora meetings without due cause and exemption by the Shoora.

- 2.7** The Shoora may, from time to time, appoint such officers and agents and authorize the employment of such other persons as they deem necessary to carry out the objectives of the Islamic Center. Such officers, agents, and employees shall have the authority and shall perform such duties as prescribed by the Shoora.
- 2.8** The Shoora shall, in their first meeting after each new election of the Shoora, elect from among themselves, a PRESIDENT, VICE PRESIDENT, SECRETARY, JOINT SECRETARY and TREASURER. The duties and responsibilities of each of these officers is fully stated later in these Bylaws.
- 2.9** A candidate and/or Shoora member shall not be an employee of the Islamic Center.

SECTION 3: MEETINGS OF THE SHOORA

- 3.1** The Shoora may, by a simple majority, appoint the time, place, and frequency of its regular meetings, in person or remote. Notice of such regular meetings, along with the agenda shall be given to each Shoora member not less than three (3) days before the meeting is to take place.
- 3.2** Simple majority of the Shoora members shall form a quorum for the transaction of business for such a meeting.
- 3.3** The Shoora may consider or transact any business at its meetings. Questions arising at any meeting of the Shoora shall be decided by a simple majority vote unless otherwise required by the bylaws.
- 3.4** The Secretary shall keep minutes of all meetings, showing the outcome of all resolutions voted on, which shall serve as the official records of the Shoora.
- 3.5** A special meeting of the Shoora may be called either by the Secretary or the President.
- 3.6** When requested by at least three (3) members of the Shoora, the President shall authorize and instruct the Secretary to convene a special meeting.
- 3.7** Notice of such a special meeting along with the agenda shall be given to each Shoora member at least 24 hours before such a meeting takes place.
- 3.8** The minutes for each Shoora meeting shall be posted on ICSGV's website, emailed to the General Body, or displayed in a visible and easily accessible area inside ICSGV (e.g., the board to the east of the front entrance doors).

SECTION 4: ELECTION AND REMOVAL OF SHOORA MEMBERS

- 4.1** Election of Shoora members shall be held at a General Body Meeting of the Islamic Center every three years unless otherwise called for under these Bylaws.
- 4.2** Each newly elected member of the Shoora shall take charge of their office on the first day of fiscal year and shall remain in office until any of the following occurs:
- 4.2.1** Completion of the member's term.
- 4.2.2** The resignation of the member from the Shoora or resignation/termination of membership of the Islamic Center or death.
- 4.2.3** Removal as per these bylaws.
- 4.6** In case a member of Shoora is unable to complete their term of office either because of resignation/termination from the membership of the Islamic Center or because of death or any other such reason, the remaining members of the Shoora shall, by a simple majority vote, co-opt any member in good standing, to serve the remaining term of the vacant position. The Shoora may, by resolution, decide to hold a special election for the vacant position at the next regular or special General Body meeting.
- 4.7** The Shoora may, by resolution passed by at least a three fourth ($\frac{3}{4}$) majority, reduce the current term of the entire Shoora and seek new election at the next regular meeting or a special meeting.
- 4.8** A member of the Shoora shall be removed for cause by the affirmative vote greater than 50% of members present in person or by proxy at a Semi-Annual General Body Meeting, an Annual General Body Meeting, or a Special General Body Meeting or at least $\frac{3}{4}$ of the board members agreement at a Shoora meeting; for the purposes of this section, that "cause" as defined below exists:
- 4.8.1** - "Cause" shall be defined as follows:
- 4.8.1.1** A Shoora member's breach of any material duty or obligation under ICSGV's bylaws; or
- 4.8.1.2** A Shoora member is convicted or pleads guilty or nolo contendere to any misdemeanor (other than a traffic violation), felony, or any crime involving fraud, dishonesty, moral turpitude, or misappropriation; or

4.8.1.3 A Shoora member engages in behavior that (a) causes or will cause material harm to the ICSGV, including to the reputation or mission of the ICSGV or (b) represents a conflict of interest between the Shoora member and the ICSGV; or

4.8.1.4 A Shoora member engages in an act which is in violation of the tenets of Islam; or

4.8.1.5 A Shoora member is violent or abusive toward others.

4.9 If a majority of Shoora members are removed, then a Special General Body Meeting shall be held within sixty days (60) to fill the vacated Shoora positions. This Special General Body Meeting shall be called and managed by the Trustees.

ARTICLE V OFFICE BEARERS

SECTION 1: PRESIDENT

- 1.1** The President will be the official *HEAD* of the Islamic Center.
- 1.2** The President shall, when present, preside at all the Shoora meetings and the General Body meetings of the Islamic Center.
- 1.3** The President shall approve and sign all minutes of the Shoora, General Body meetings, contracts, agreements, appointments of staff positions, resolutions, membership applications, etc.
- 1.4** The President shall authorize and instruct the Secretary to issue notifications to arrange and convene the meetings according to the bylaws.
- 1.5** The President shall, in consultation and with the approval of Shoora, designate officers, employees or members to represent the Islamic Center to any public and private agencies e.g., organizations including courts, governmental agencies, other religious and charitable organizations, etc.
- 1.6** The President shall approve with the Treasurer all disbursements of \$3,000 and above.
- 1.7** The President shall be responsible for the overall functioning of the various ICSGV committees and be aware of the work being done on its premises.

SECTION 2: VICE PRESIDENT

- 2.1** The Vice President shall assume the duties and responsibilities of the PRESIDENT when the latter is absent or unable to perform their duties.

SECTION 3: SECRETARY

- 3.1** The Secretary shall be charged with the general management, and supervision of the affairs, operations, and employees of the Islamic Center.
- 3.2** The Secretary shall upon instructions and authorization from the President, issue notifications, arrange and convene Shoora and General body meetings of the Islamic Center.
- 3.3** The Secretary shall attend all meetings and record all facts and maintain accurate minutes of all proceedings of such meetings.
- 3.4** The Secretary shall be the custodian of the seal of the Islamic Center, books, papers, records, correspondence, contracts, and other documents belonging to the Islamic Center.
- 3.5** The Secretary shall execute, sign, and issue all notices, correspondence and other documents on behalf of the Islamic Center.
- 3.6** The Secretary shall with the approval of the Shoora, authorize and instruct the Treasurer to disburse monies on behalf of the Islamic Center.
- 3.7** The Secretary shall perform such other duties as may from time to time, be determined by the Shoora.
- 3.8** When authorized by the Shoora, the secretary shall deliver records, documents, books, correspondence, and seal belonging to the Islamic Center to designated person or persons.
- 3.9** The Secretary shall be responsible in transferring of necessary documents to appropriate bodies, including but not limited to the Board of Trustees, Membership Committee, By-laws Committee, and Arbitration Committees.
- 3.10** The Secretary shall be responsible for maintaining and updating policies and procedures relating to the management and operations of the Islamic Center.

SECTION 4: JOINT SECRETARY

- 4.1 The Joint Secretary, shall share all duties and responsibilities of the Secretary and shall assume them when the latter is absent or unable to perform his duties.

SECTION 5: TREASURER

- 5.1 The Treasurer shall receive, deposit, and make disbursement of all moneys of the Islamic Center, provided that no disbursement shall be made without prior authorization by the President and the Secretary,
- 5.2 The Treasurer shall prepare quarterly and annual financial statements of the Islamic Center for the Shoorah and for the General Body meetings.
- 5.3 The Treasurer shall prepare any special financial report as directed by the Shoorah.
- 5.4 The Treasurer shall co-sign with the President all disbursement checks \$3,000 and above.
- 5.5 The Treasurer shall provide all financial books, bank statements and all pertinent records for prior fiscal years to the Board of Trustees upon completion of his/her term. Only information for the current year and one prior year should remain in possession of the Treasurer.

Article VI COMMITTEES

SECTION 1: COMMITTEES

The Shoorah may create one or more standing or ad hoc committees to serve at the pleasure of the Shoorah. Appointments of the Chair of any Committee shall be made by vote of the Shoorah. The rest of the Committee appointments shall be made by the Chair of the Committee. The Board may delegate to such a committee the powers and authority of the Board in the management of the business and affairs of the corporation.

SECTION II: MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these Bylaws concerning meetings of the Shoorah -with such changes in the context of the Bylaw provisions as are necessary to substitute the

committee and its members for the Shoora and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Shoora or by the committee. The Shoora may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE VII BOARD OF TRUSTEES

SECTION 1: OBJECTIVES

- 1.1** To hold in trust all assets and properties of the Islamic Center.
- 1.2** To hold in trust and safe custody, at the premises, all real estate documents of the Islamic Center. The board of trustees shall be provided with the current by-laws of the Islamic Center, all deeds for property, copies of all agreements and contracts, and a listing of all Shoora members and their phone numbers and email addresses.
- 1.3** In the event of the dissolution of the Islamic Center, to disburse and dispose of the assets and properties of the Islamic Center. The dissolution of the Islamic Center can only be done by a resolution of the General Body according to the BYLAWS.
- 1.4** A member from the Board of Trustees shall be the Chair of any Arbitration Panel.
- 1.5** A Trustee may participate in all activities of the Islamic Center where their expertise may be appropriate (e.g A trustee may be appointed to any one committee or serve in any advisory capacity. fundraising, accounting, mortuary services etc.)
- 1.6** The Trustee/Trustees shall refrain from interference in the day-to-day affairs of the Shoora.
- 1.7** To facilitate the legal and appropriate transfer of the Islamic Center property to a Waqf or Trust entity, working with the Shoora and Membership and accordingly requiring approval of the General Membership.

SECTION 2: NUMBER OF TRUSTEES

The NUMBER OF TRUSTEES of the Islamic Center shall be FIVE (5).

SECTION 3: ELIGIBILITY

The following conditions shall be met before a candidate can be considered for the position of TRUSTEE.

- 3.1 A candidate shall meet all the requirements for membership of the Islamic Center.
- 3.2 A candidate should be a minimum of 30 years of age.
- 3.3 A candidate should have the reputation of being pious and just in the community.
- 3.4 A candidate shall be familiar in dealings with the public and government.
- 3.5 A candidate shall not be an employee of the Islamic Center receiving remuneration and/or benefits.
- 3.6 The Trustee shall not hold any other elected office/position in the Islamic Center of the San Gabriel Valley or in any other Islamic Center.

SECTION 4: ELECTION OF TRUSTEES

- 4.1 The Trustee shall be elected by a simple majority (greater than 50%) present in person or by proxy as per the By-laws at the General Body Meeting of the Membership or at a special meeting convened for this purpose. The election shall be by secret ballot.
- 4.2 A list of proposed names for trustees/Trustees shall be provided by the General Body to the Shoora for review. After reviewing the Shoora will submit the names of proposed Trustees/Trustees to the General Body for election.
- 4.3 In the event the proposed Trustee/Trustees are not appointed by greater than 50% of the members present in person or by proxy, then the Shoora shall submit another list for the remaining vacancy/vacancies before the next General Body meeting, but not later than six (6) months from the last meeting.

SECTION 5: OFFICES

The Trustees shall appoint a ***CHAIR*** from amongst themselves to serve for the five-year term. The Trustees may decide and appoint further positions amongst its members as needs require.

SECTION 6: TERM

- 6.1** The TERM shall be for FIVE (5) YEARS or until any of the following occurs: Resignation, Disability, Death, or Removal.
- 6.2** A Trustee may serve a maximum of two consecutive or cumulative Five-year terms. This amendment is not retroactive and therefore Trustees who served prior to the approval and effective date of this amendment may serve again for a maximum of two consecutive or cumulative terms.

SECTION 7: REMOVAL

- 7.1** A Trustee shall be subject to removal if that trustee fails to live up to the Objectives of the Islamic Center, the eligibility requirements, or the requirements to hold office.
- 7.2** Removal from the office can only be affected by greater than 50% of members present in person or by proxy as per the Bylaws at the Annual General Body Meeting or the Special Meeting convened for this purpose. Removal shall be by secret ballot.
- 7.3** No more than two members may be removed from the office in any twelve (12) month period.

SECTION 8: VACANCIES

The vacant position shall be filled no sooner than six (6) months and no later than one year from the date of vacancy/vacancies. The vacant seat shall be filled through appointment by Trustees until the next Trustee election is scheduled.

SECTION 9: MEETINGS/QUORUM

- 9.1** The Trustees shall meet at least twice a year.
- 9.2** A simple majority shall constitute a quorum.

SECTION 10: RECORDS

- 10.1** A proper record shall be maintained of the deliberations of the meetings.
- 10.2** The Chair shall direct any trustee to keep the records.

10.3 The Chair shall share minutes with the Board Liaison and the President of the Shoorā.

SECTION 11: PROPERTY DOCUMENTS & TRUST DEEDS

The Chair of the BOARD OF TRUSTEES will hold in trust and safe custody all documents and trust deeds pertaining to the real estate property of the Islamic Center, at the Center's premises.

Article VIII Creation of Trust/Waqf

Creation of Trust/Waqf (hereinafter referred to as "Holding Entity") shall be created to hold title to real estate currently owned by the Islamic Center of San Gabriel Valley, Inc. with the purpose of holding said property for the benefit of the local Muslim community.

To facilitate the creation of a wakf (Trust), Two Trustees, Two Members of the By-Laws Committee, and Two Members of the Shoorā and one subject-matter expert shall comprise the Waqf Preparation Committee to work exclusively on creating the waqf. The process of creating the waqf and all constituent documents (e.g. By-Laws) shall commence just as any other proposal to amend the By-Laws of the Islamic Center which includes discussion and review of the final documents by the By-Laws Committee and the Shoorā, and then presentation of these documents and recommendations to the General Body for vote. Upon approval of the General Body, ISLAMIC CENTER OF SAN GABRIEL VALLEY, INC. BY-LAWS section describing the formation of the Waqf process, etc. will be null and void, and shall subsequently be deleted. Only at the conclusion of this process shall the Waqf be established to hold title and real estate currently owned by the Islamic Center of San Gabriel Valley, Inc. with the purpose of holding said property for the benefit of the local Muslim community.

ARTICLE VIII DISPUTE RESOLUTION

SECTION 1:

- 1.1** All disputes between members pertaining to the organization or requiring an interpretation of these bylaws and all disputes between members and the Islamic Center or its Directors, Trustees, officials, staff, and volunteers, shall be determined by Arbitration according to in accordance with the procedures herein and as further determined by the Trustees.
- 1.2** Upon submission of a complaint to the Trustees, they shall select amongst themselves a member to serve as Chair. The parties to the dispute shall each submit three names of members to the Chair, who will choose one name from each list to serve with the chair on the Arbitration Panel. No members submitted to serve on the Arbitration Panel may have a personal or family interest in the dispute.

- 1.4** The Arbitration Panel shall receive written evidence and statements from the parties. The Panel shall then hold an initial meeting, with the goal of learning more about the dispute and encouraging the parties to mediate and resolve the issue by agreement.
- 1.5** If the Parties are not able to resolve the dispute, the Arbitration Panel shall hold a hearing to accept evidence, including sworn testimony. The Parties shall have the opportunity to request evidence be brought by the other party to the hearing. Each party shall have the right to be heard and a fair opportunity to present its case.
- 1.6** The Arbitration Panel shall hear the evidence of the parties and may make its own requests for evidence and inquiries. The Arbitration Panel shall determine the admissibility, relevance, materiality, and weight of the evidence.
- 1.7** The parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind, outside of the Arbitrator's final written decision.
- 1.8** The Arbitration Panel shall determine disputes according to Islamic Legal Tradition (Fiqh), as understood by the Panel members and accepted by the Center's membership. The Arbitration Panel may consult with an Islamic Legal Expert (Faqih) on issues it believes helpful.
- 1.9** The Arbitration Panel may consult with a lawyer to advise on issues of process and any further experts they believe helpful.
- 1.10** Following the hearing, the Arbitration Panel shall issue a written decision revealing its essential findings and conclusions. The decision of the Arbitration Panel will be final and binding on the parties, and the parties agree that a final judgment on the arbitration award may be entered by any court having jurisdiction thereof.
- 1.11** The costs of the Arbitration Panel, including any administrative and fees of experts, shall be initially borne by both parties. The Arbitration Panel may apportion all costs of the arbitration between the Parties as they deem reasonable considering the circumstances of the case, the conduct of the Parties during the proceeding, and the results of the arbitration.

ARTICLE IX CONFLICTS OF INTEREST

All members of the Shoora, Trustees, and all Committees shall always remain clear of any action that could lead to a conflict of interest. Any member of the Shoora that is either hired or is compensated by an individual or an entity shall always excuse himself from any

business dealing by ICSGV with such individual or entity. Any member of the Shoora that is either a board member or an appointee of a board of another organization shall remain cognizant of and avoid any conflicts of interests and shall excuse himself/herself from any discussion involving such organization. Furthermore, all members of the Shoora and Trustees shall always ensure that all transactions conducted on behalf of ICSGV are negotiated and executed at arm's length and be cognizant of and avoid any conflicts of interest created by ICSGV either hiring or providing contracts of employment to any of their family members, friends or business associates. Any family members, defined as those within a first cousin or grandchild/grandparent relationship, blood related or stepparent, may not be members of the Shoora or Trustees at the same time. Any personnel having business relationships, defined as a partnership interest of greater than 10% in any business where the other has the same, may not be members of the Shoora or Trustees at the same time.

ARTICLE X AMENDMENT OF BYLAWS

SECTION 1: AMENDMENT PROPOSALS

A proposal to amend, add, or delete any part of the Bylaws may be made by either the Shoora or in a proposal signed by at least 15% of members in good standing. Any such proposed addition(s), deletion(s), or change(s) to the Bylaws shall be reviewed by the Bylaws Committee and it and the Shoora may offer recommendations and alternate proposals when it is voted on at the General Body Meeting.

SECTION 2: VOTE REQUIRED

An affirmative vote by greater than 50% of the members present in person or by proxy shall be necessary for the adoption of all proposed amendments.

ARTICLE XI DISSOLUTION OF THE ISLAMIC CENTER

SECTION 1:

- 1.1** The Shoora may, by a resolution passed by at least a three-fourth (3/4) majority, recommend holding a special General Body meeting for consideration and approval of the dissolution of the Islamic Center.
- 1.2** The quorum requirement for any General Body Meeting considering dissolution of the Islamic Center shall be eighty (80) percent of members in good standing on the date of said meeting. Any subsequent attempt at holding a General Body Meeting for the purpose of dissolving the Islamic Center shall also require eighty (80)

percent of members in good standing to be present in order to constitute a quorum.

- 1.3 Upon receipt of the recommendation by the Shoora, the special General Body meeting may, by a resolution passed by at least a three-fourths (3/4) majority of members present in person or by proxy, approve the dissolution of the Islamic Center. Such resolution, among other things, must include the names of other Islamic, religious, and or charitable organization(s) to which the properties and assets of this Islamic Center will be transferred upon the dissolution of this Islamic Center and the terms of such transfer(s), etc. Such resolution shall also name three (3) trustees who will be responsible to disburse the assets and properties of this Islamic Center according to this resolution.
- 1.4 No assets and properties of the Islamic Center or any part thereof, shall be paid or transferred to any member, officer, or employee of the Islamic Center, upon the dissolution of the Islamic Center. This, however, shall not preclude the Islamic Center from paying the unpaid salaries and other legitimate claims, if any, to and by its employees and other creditors at the time of dissolution.
- 1.5 The liability of the members, officers and employees of the Islamic Center shall be limited to the assets and interests of the Islamic Center, and they shall not be individually and personally responsible for any claims against this Islamic Center.

ARTICLE XII IRC501(C)(3) TAX EXEMPT PROVISIONS

SECTION 1: LIMITATIONS ON ACTIVITIES

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

SECTION 2: PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its directors, trustees, officers, or other private persons, except that

the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

SECTION 3: DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue to another Islamic non-profit corporation. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

SECTION 4: PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

SECTION 5: CORPORATION PROPERTY

- 5.1** The real property and buildings of the ICSGV, in whole, or in part, shall not be leased, or voluntarily limited by any claim, right, lien, estate, or liability, without the approval of greater than 50% of the vote of the General Body members present in person or by proxy. This shall not prevent the leasing of any part of ICSGV to a third party for operating a medical clinic, mortuary, daycare, or school.
- 5.2** Any of the aforementioned actions, i.e., transferring, selling, mortgaging, leasing, etc., must be in accordance with established Islamic rulings (*fiqh*). The General Body shall have the right and shall be provided the opportunity to review all agreements and documents affecting the real property and buildings of the ICSGV.
- 5.3** Construction agreements which allow for the utilization of a mechanic's lien shall be exempt from this section. The handling of the real property of the ICSGV upon its dissolution contained in Article VII shall not be affected by this section.
- 5.4** Leasing or renting to a third party of any ICSGV real property or premises (e.g., banquet hall rentals) for 120 hours (five days) or less shall not require and not be subject to a vote by the General Body. Any lease or rental for 120 hours (five days)

ISLAMIC CENTER OF SAN GABRIEL VALLEY, INC.
BY-LAWS

or less shall constitute a license agreement which shall be deemed a revocable, non-assignable privilege to use a portion of the ICSGV and shall not convey an interest in the real property or buildings of the ICSGV. All such license agreements shall be in writing.

END