

ARTICLES OF ASSOCIATION

Approved by the ASPIRA Association, Inc. National Board of Directors

January 26, 1992

Amended July 30, 1992, and August 1997

ARTICLES OF ASSOCIATION

PREAMBLE

This agreement, hereinafter the Articles of Association, between The ASPIRA Association, Inc. and **ASPIRA** governs the relationship among the ASPIRA Associates and binds the ASPIRA Associate to the national association called the ASPIRA Association, Inc.

In consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

Purpose of the ASPIRA Association

Section 1. Purpose: The ASPIRA Association serves to promote the welfare and development of Puerto Ricans in the United States and Puerto Rico. A principal aim is to foster, develop and expand at the national and local levels the educational and creative opportunities and capabilities of Puerto Ricans by establishing through technical assistance, research, advocacy and direct service programs the means necessary to motivate and orient Puerto Ricans to enter or continue their education in the professions, the arts, and the technical fields so that they may offer their training skills and dedication to the betterment of Puerto Ricans. The ASPIRA Associates are committed to identifying the needs and redressing the problems of Puerto Ricans, and has as one of

its foremost aims alleviating, through the development of leadership, the condition of Puerto Ricans who are socially and economically disadvantaged. The ASPIRA Association may serve other Latinos and minorities and pledges to cooperate with other organizations, agencies, or movements having similar purposes and needs.

No services will be denied to any student on the basis of age, color, creed, national origin, race, sex, sexual orientation, or individuals with disabilities.

Section 2. The ASPIRA Process: To achieve the purpose stated above, ASPIRA has developed through the years a comprehensive model, known as the ASPIRA Process, which has been key to ASPIRA's effectiveness in developing Puerto Rican and Latino leadership and at increasing the pool of college eligible students. The ASPIRA Process consists of a network of services and activities that foster aspirations, self-confidence, the ability and determination to pursue higher education, and a lasting commitment to help others in the community. The ASPIRA Process involves three concepts: awareness, analysis and action. Awareness is the process through which youth become more conscious of their cultural, racial and ethnic background and history. Analysis is the process, both personal and collective, through which youth learn more about themselves, about other cultures, and about the surrounding world. Action is the process of putting the knowledge and skills acquired to use for the benefit of the community, of realizing one's role as a catalyst for social change.

At the core of the ASPIRA Process is a youth-run leadership club structure. Clubs are usually initiated by an ASPIRA staff who recruits students through the schools. The ASPIRA staff helps facilitate the club until a student leader is elected from within the group and then serves as a resource person to the student led club. Through the clubs, youth learn and practice parliamentary

procedures, exercise their democratic rights and responsibilities through election processes, and strengthen skills such as public speaking, debating, problem solving and conflict resolution. Through facilitated discussions, the youth study the history of their communities, explore issues that have affected their community throughout its history and at present, deepen their awareness and understanding of their cultural heritage, and celebrate the contributions and achievements of Puerto Ricans and Latinos through the years. The clubs provide the support systems that are often lacking outside the school environment. Field trips, presentations by invited guests, and close interaction with staff, volunteers and mentors expose the youth to successful role models, motivate youth to achieve and increase youth awareness of their role within the society that surrounds them.

Youth leadership development activities through the clubs are complemented by local and national programs that promote academic achievement and career development. Through group activities and individual counseling, the youth receive guidance and assistance in their academic pursuits, career exploration and decision making, college information, and personal development.

The ASPIRA Process also involves parents in furthering the leadership and educational development of their children, by providing parents with techniques to foster a nurturing educational environment at home, by assisting parents in identifying existing community educational resources, and by guiding parents to a more active participation in the educational system.

The ASPIRA Process also incorporates research and advocacy as a means to increase institutional awareness to the challenges and opportunities that a growing population of Puerto Rican and Latino youth represent. ASPIRA's research provides the empirical and theoretical framework on which to base the continuous refinement of existing educational and leadership

development programs, and the development of new programs that will better serve Puerto Rican and other Latino Youth.

ARTICLE II

Structure of the ASPIRA Association

Section 1A. Associates: The existing ASPIRA Associates in Florida, Illinois, New Jersey, New York, Pennsylvania, and Puerto Rico, together with any other Associates duly constituted pursuant to these Articles, shall compose the ASPIRA Association, provided that the Associate has executed Articles of Association with ASPIRA Association, Inc.

Section 1B. National Office: The ASPIRA Association Inc. shall have a National Office with duties and responsibilities described herein in Article III.

Section 1C. Affiliates: Any affiliate duly constituted, as set forth in Section 6, shall also be part of the ASPIRA Association, provided that the Affiliate has executed Terms of Affiliation with ASPIRA Association, Inc.

Section 2. Names and Logo: Each ASPIRA Associate currently incorporated will be allowed to continue using the name as it appears in its Incorporation documents. However, any Affiliate or Associate hereinafter incorporated shall be known by the name of "ASPIRA of" followed by the name of the State over which it has program responsibilities, followed by "Inc.". The Associate having program responsibility in Puerto Rico shall be known by the name "ASPIRA, Inc. de Puerto Rico". The ASPIRA Association shall be known by the name of "The ASPIRA Association, Inc." Each Associate shall indicate on its letterhead that it is "An Associate of the

ASPIRA Association, Inc." The ASPIRA Association, Inc. letterhead shall include the common logo and the name of each ASPIRA Associate in alphabetical order.

There shall be one common logo, "El Pitirre," throughout the ASPIRA Association. The name "ASPIRA" and the "Pitirre" logo are Service Marks of the ASPIRA Association, Inc., which have been duly registered with the U.S. Patent and Trademark Office. The ASPIRA Association, Inc. hereby authorizes its Associates pursuant to the terms and conditions of this agreement to use its registered trademarks, as well as any other marks owned by the corporation, so long as, the terms herein are met. The name ASPIRA and the Pitirre logo, as well as, any other mark designated in writing by the ASPIRA Association, shall always be accompanied by the letter R in a circle, to indicate their registration with the U.S. Patent and Trademark Office. The ASPIRA Association reserves the right to require in its discretion the use of the letters SM or TM¹ with any unregistered marks in which it claims a property interest.

Section 3. Incorporation: Each ASPIRA Associate must incorporate within the State over which it has program responsibilities, except for the ASPIRA Associate having program responsibility over Puerto Rico which shall incorporate in Puerto Rico. Each ASPIRA Associate shall be incorporated in conformity with the laws of the place of incorporation. The ASPIRA Association Inc. is incorporated in the State of New York. Its national office is located in the District of Columbia.

Section 4. By-Laws: The By-Laws of each ASPIRA Associate shall reflect both a common

¹ When a mark has not been registered in the U.S. Patent and Trademark office, the symbols TM and SM may be used by the owner of a mark to indicate a claim of ownership in the mark.

purpose and the individual needs of the ASPIRA Associate. All ASPIRA Associates shall have By-Laws consistent with the By-laws of the ASPIRA Association, Inc. and the laws of the place of their incorporation. Amendments to the By-Laws of the ASPIRA Associate shall be promptly submitted to the National Board of Directors and shall be consistent with the By-laws of the ASPIRA Association, Inc. The National Board of Directors will determine at its sole discretion whether any local By-laws or amendments thereto are consistent with the By-laws of the ASPIRA Association, Inc. The local By-Laws do not need to be identical to the National By-Laws, however, the local By-Laws must remain consistent with the purposes and intent set forth in the National By-Laws. If such By-laws are found to be inconsistent, the National Board will notify the respective local board of directors of any inconsistency. Such inconsistency shall be amended by the local board within one hundred and eighty (180) days of such notice. If said inconsistency is not cured within this specified period, absent affirmative action by the National Board of Directors to the contrary, expulsion proceedings against the Associate will be commenced. At the discretion of the Associate it may submit proposed amendments to the National Board. The National Board will, within ninety (90) days of receipt of the proposed amendment render an opinion regarding whether the amendment is consistent with the ASPIRA Association, Inc. By-laws. If the National Board amends the By-laws of the ASPIRA Association, Inc. it shall provide notice to the Associates of the amendment and allow the Associates a reasonable time to make appropriate amendments to the By-laws.

Section 5. National Board of Directors: The property, business, and affairs of the ASPIRA Association, Inc. shall be managed and controlled by a Board of Directors known as the National Board of Directors. The National Board of Directors may adopt such By-Laws, Rules and

Regulations for conducting the business and affairs of the ASPIRA Association, Inc. as it deems proper. It shall also have responsibility for chartering new ASPIRA Affiliates as described in Section 6 below. Pursuant to the National By-Laws and subject to amendment thereto each ASPIRA Associate shall be entitled to be represented by two Directors on the National Board of Directors, unless the Chairperson of the ASPIRA Associate has been removed from the National Board of Directors for cause, in which event that ASPIRA Associate will be represented by one Director on the National Board of Directors. The National Board of Directors may, by a majority vote of its members, include representation, with or without vote, of an ASPIRA Affiliate, as described in Section 6, on the National Board of Directors. In the event the National Board of Directors votes to include representation from an Affiliate, the Chairperson of the Board of Directors of the Affiliate and a student who meets the qualifications set forth for student representatives above, would become directors of the National Board of Directors. The directors on the National Board of Directors shall consist of the Chairperson of the ASPIRA Associate, except as set forth above; and a representatives who is a student between the ages of eighteen (18) and twenty-five (25) (or between the ages of twenty one (21) and twenty eight (28) years of age in those states and Puerto Rico where legal age of majority is 21 though this student must be a member of the Associate/Affiliate Board of Directors and has received or is receiving ASPIRA services), who are duly qualified to serve as and are members of the ASPIRA Associate's Board of Directors. In addition to the directors chosen in accordance with the above, the National Board will have seven At-Large directors. Three At-Large Directors will be chosen under the circumstance enumerated below in this Section, being the Chairperson of the National Board of Directors as described below in this section, the Immediate Past Chairperson of the National Board, and the

Immediate Past Chairperson of the Student Affairs Committee. Four At-Large Directors will be elected by a majority vote of the National Board of Directors at the regular annual meeting of the National Board of Directors. The four elected At-Large directors shall have fixed terms of 2 years and can be reelected for one additional, fixed, consecutive two-year term, except when filling a vacant At-Large position. The elected At-Large Directors shall be selected by a majority vote of the National Directors elected by the Associates prior to the selection of officers of the National Board. The terms of the elected At-Large Directors will be staggered. No more than two elected At-Large directors will be elected in any year. There shall not be more than two of the seven At-Large members from any geographical area served by any Associate. At-Large Directors shall not be members of any Associate or Affiliate ASPIRA Board of Directors during the time they are serving as Directors of the ASPIRA Association, Inc.

In the event the Chairperson of the National Board is chosen from the representative of any Associate, he/she shall resign that position as representative of his/her Associate on the National Board and shall occupy the position of the one-year At-Large Director. Under those circumstances, his/her Associate shall be entitled to elect another representative to the National Board.

Further, in the event the Chairperson of the National Board is not a representative of any Associate, the one-year At-Large Director shall be elected by the National Board as described below. Further more, in the event the Chairperson of the Board of the ASPIRA Association during the twelve months following the end of his/her term as said Chairperson, does not otherwise remain a member of the ASPIRA National Board of Directors, he/she shall remain a member of the Board of the ASPIRA Association for another twelve months as an additional At-Large Director unless he/she was terminated for cause from his/her position as Chairperson of the ASPIRA

Association. The former Chairperson shall assume the position as additional At-Large Directors without further vote by the National Board of Directors.

Section 6. Affiliation Procedures: Upon acceptance by the National Board of Directors of an application to become an Affiliate of the ASPIRA Association, Inc., a limited legal relationship will be entered into by the ASPIRA National Board of Directors and the new Affiliate. The contractual agreement known as terms of Affiliation will define the procedures and methods for the effective establishment of an Affiliate. In signing Terms of Affiliation, the National Board of Directors authorizes the new local Board of Directors to use the name "ASPIRA" and the "Pitirre" logo in its organizational activities and programs, and in printed materials and publications; grants the new local board the power to incorporate itself as an Affiliate of the ASPIRA Association, Inc., or transfers to the local board any existing incorporation under the name "ASPIRA" in that state; and grants the new local board of directors the power to draft By-Laws, Rules and Regulations pursuant to the By-Laws, [and] Rules and Regulations of the ASPIRA Association, Inc. To provide a period of accommodation, self-development and the proper implementation of the ASPIRA Process, the status of affiliation shall be maintained for a period of no less than two (2) and no more than five (5) years. This period may be lengthened or shortened by the National Board. At the culmination of this five year period or any extensions or reductions thereto, the Affiliate will be considered for status as an ASPIRA Associate.

The name "ASPIRA" and the "Pitirre" logo are Service Marks of the ASPIRA Association, Inc., which have been duly registered with the U.S. Patent and Trademark Office. The ASPIRA Association, Inc. will authorize its Affiliates pursuant to the terms and conditions of the Terms of Affiliation to use its registered trademarks, as well as any other marks owned by the corporation, so

long as, the terms therein are met. The name ASPIRA and the Pitirre logo, as well as, any other mark designated in writing by the ASPIRA Association, shall always be accompanied by the letter R in a circle, to indicate their registration with the U.S. Patent and Trademark Office. The ASPIRA Association reserves the right to require in its discretion the use of the letters SM or TM with any unregistered marks in which it claims a property interest.

Section 7. Executive Decisions: The Associates hereby agree to abide by any requests or requirements set forth by the National Board of Directors of which each member of the Associate's Board of Directors has received notice, unless the Associate's Board of Directors determines by a majority vote of all directors of said Associate that such request or requirement is unacceptable to the Associate and so notifies the National Board of Directors in writing within sixty days of such notice of the request or requirement.

Section 8. Notice: Any notice, request, demand, consent, approval or other communication to be provided to either the Associate or its Directors shall be given in writing and delivered in person, or sent certified mail, postage prepaid, courier service or facsimile transmission to the Associate's Executive Director and receipt by that individual will constitute receipt by each member of the Associate's Board of Directors.

Any notice, request, demand, consent, approval or other communication to be provided to the National Board of Directors shall be given in writing and delivered in person, or sent certified mail, postage prepaid, courier service or facsimile transmission to the National Executive Director and receipt by that individual will constitute receipt by each member of the National Board of Directors.

ARTICLE III

Functions and Areas of Responsibilities of the National Office of the ASPIRA Association, Inc. and the ASPIRA Associates

Section 1. Function and Areas of Responsibilities of the National Office of the ASPIRA Association, Inc.: The National Office shall function in the following major areas:

a) Advocacy: Espousing points of view and maintaining a national voice concerning issues, problems, and solutions which are national in both scope and effect and which relate to the purposes of the ASPIRA Association, Inc. In espousing such views, the local concerns and interests of affected ASPIRA Associates shall be considered, and diversities respected.

b) National Presence: Enhancing the national visibility of the Association by disseminating ASPIRA's research and program accomplishments, and by participating in coalitions with other national organizations working in areas of interest to ASPIRA.

c) Fund Raising: Soliciting funds from primarily national funding sources. Prior to soliciting unrestricted funds from funding sources that provide both national and local funding, the ASPIRA Association's National Office and the ASPIRA Associates shall consult and collaborate as to the time, manner, and presentation of the funding request in order to maximize the amount of funds obtained, and to mutually benefit the ASPIRA Associates and the ASPIRA Association's National Office. Information concerning funding shall be exchanged annually among Associates and the ASPIRA Association's National Office, including the designation of current and future funding sources by each Associate and the ASPIRA Association's National Office.

d) National Programs: Proposing, developing and fund raising for programs having a national purpose and of a national concern, in consultation with the ASPIRA Associates. These national programs shall not include direct service programs to students which is a primary function of the ASPIRA Associates, unless agreed to by the respective Associate. Implementation of national programs may result in formal subcontracting with the ASPIRA Associates.

e) Financial Assistance: Where appropriate, necessary, and feasible as determined by the National Board, the ASPIRA Association's National Office may financially assist an Associate, pursuant to Article XII, Intra-Association Financial Transactions, of the By-Laws of the ASPIRA Association, Inc.

f) Research: Identifying, investigating, studying, organizing, generating and disseminating information which will impact on issues, policies, and/or programs of national concern to the ASPIRA Association, and assist in the training, development and research capabilities of those communities served.

g) Coordination and Information Sharing: Coordinating programmatic and organizational resources and furthering the exchange of information among Associates, through facilitated networking and training seminars, publications and a regular flow of information on issues of relevance to ASPIRA.

h) Technical Assistance: Providing assistance and training and serving as a resource to the ASPIRA Associates and to other people, organizations, agencies or movements in furtherance of the purposes of the ASPIRA Association, Inc., as needed and agreed upon or upon request. Said assistance includes facilitation of the ASPIRA Process in states where the Process is not already being implemented; and serving as a resource to established Associates in the implementation of the

ASPIRA Process within their states.

i) Reporting: Progress reports shall be provided by the National Board to each Associate at each National Board of Directors meeting.

Section 2. Functions and Areas of Responsibilities of the ASPIRA Associates: The ASPIRA Associates shall function to the fullest extent of their resources in the following areas:

a) Advocacy: Espousing points of view concerning issues, problems, and solutions which relate to the purposes of the ASPIRA Association.

b) Local Programs: Proposing, developing and funding programs having a local purpose and of local concern, in consultation with the ASPIRA Association's National Office. These programs shall include direct service programs to students, which is a primary function of the ASPIRA Associates.

c) Fund Raising: Soliciting funds from primarily local funding sources. Prior to soliciting funds from sources that provide both national and local funding, the ASPIRA Associate and the ASPIRA Association's National Office shall consult and collaborate as to the time, manner, and presentation of the funding request and as to the distribution of funds in order to maximize the amount of funds obtained, and to mutually benefit the ASPIRA Associate and the ASPIRA Association's National Office. Information concerning funding shall be exchanged annually among Associates and the ASPIRA Association's National Office, including the designation of current and future funding sources by each Associate and the ASPIRA Association's National Office.

d) Research: Identifying, investigating, studying, organizing, generating and disseminating information which will impact on issues, policies, and/or programs of local concern, and which will assist in the training, development and research capabilities of those communities

served.

e) Reporting: Providing to the National Board a biannual report of programs, a yearly audited financial statement and other reports deemed necessary by the National Office to enable it to fulfill its functions and responsibilities.

f) Technical Assistance: Providing assistance and training, and serving as a resource to their members and to other people, organizations, agencies or movements in furtherance of the purposes of the ASPIRA Association.

g) Financial Assistance: Where appropriate, necessary, and feasible as determined by any Associate, that particular Associate may financially assist the National Office or any other Associate, pursuant to Article XII, Intra-Association Financial Transactions, of the By-Laws of the ASPIRA Association, Inc.

ARTICLE IV

Staff

Section 1. The Board of Directors of each ASPIRA Associate and the National Board of Directors shall have the ultimate responsibility for the hiring of human resources necessary to fulfill the mission, goals and objectives of the organization. Each ASPIRA Associate shall have a chief executive officer, known as the Executive Director. The ASPIRA Association's National Office shall have a chief executive officer known as the President and Chief Executive Officer.

Section 2. The Board of Directors of each ASPIRA Associate shall have the sole responsibility for hiring, setting the terms and conditions of employment, and terminating its respective Executive Director. The National Board of Directors shall have the sole responsibility

for hiring, setting the terms and conditions of employment, and terminating the President and Chief Executive Officer..

Section 3. The Executive Directors and the President and Chief Executive Officer shall have the obligation to cooperate with each other and to share information concerning technical assistance, research, programs, advocacy, fund raising, reporting, and administration and finances, in order to further the purpose of the ASPIRA Association.

ARTICLE V

Enforcement

Section 1. Expulsion: These Articles of Association are enforceable by the National Board of Directors by expulsion.

An ASPIRA Associate may be expelled from the ASPIRA Association for violating these Articles of Association. The procedures to govern the expulsion of an ASPIRA Associate are as follows: the Board of Directors of the ASPIRA Association on the part of the ASPIRA Associate must prepare a report where the alleged violations of the Articles of Association on the part of the ASPIRA Associate are stated and supported by documentation. A hearing date shall set where the ASPIRA Associate will have an opportunity to present a defense to the allegations presented by the National Board of Directors. A hearing date shall be set no later than 90 days from the date of notice. Thirty calendar days prior to the set hearing, the Associate must receive copies of the documents which delineate violations of the Articles of Association. A vote will be taken at the conclusion of the hearing, and the Associate will be removed only if two-thirds of the National Board of Directors vote for expulsion. Given two-thirds vote of all members of the National Board

of Directors, the right of the former ASPIRA Associate to claim any relationship with the ASPIRA Association, the right to use the name "ASPIRA", the "El Pitirre" logo, a confusingly similar name, and/or any other registered mark or unregistered mark in which ASPIRA Association, Inc. claims a property right, and all financial and other support will cease forthwith. Upon expulsion the right of the ASPIRA Associate to be represented on the National Board of Directors will cease forthwith. The ASPIRA Associate agrees promptly upon expulsion to take all steps necessary to follow dissolution procedures as prescribed by their own state law and to return other materials bearing the name and the likeness of "ASPIRA" and the ASPIRA logo, as well as any other registered marks or unregistered marks in which ASPIRA Association, Inc. claims a property right. The National Board of Directors reserves the right to designate or organize another entity to use the name "ASPIRA" and carry out the purpose of the ASPIRA Association in that state or geographic area. Upon the expulsion of an ASPIRA Associate, the ASPIRA Associate shall convey that real and personal property in its possession to which the ASPIRA Association, Inc. has right and title, according to the ASPIRA Associate governing state law.

Section 2. Disassociation: An ASPIRA Associate may terminate its association with the ASPIRA Association upon the presentation to the National Board of Directors of a duly certified resolution adopted by a two-thirds (2/3) vote of all members of the Board of Directors of the ASPIRA Associate. Adequate advance written notice that the Board of Directors of the ASPIRA Association intends to consider disassociation from the ASPIRA Association shall be given to all members of the Board of Directors, and to the members of the National Board of Directors. Upon the disassociation of an ASPIRA Associate, the right of the former Associate to claim any relationship with the ASPIRA Association, the right to use the name "ASPIRA", the "El Pitirre"

logo, a confusingly similar name, and/or any other registered mark or unregistered mark in which ASPIRA Association, Inc. claims a property right, and all financial and other support will cease forthwith. Upon disassociation the right of the Associate to be represented on the National Board of Directors will cease forthwith. The Associate agrees promptly upon disassociation to take all steps necessary to follow dissolution procedures as prescribed by their own state law and to return all other materials bearing the name and the likeness of "ASPIRA" and the ASPIRA logo, as well as any other registered marks or unregistered marks in which ASPIRA Association, Inc. claims a property right. The National Board of Directors reserves the right to designate or organize another entity to use the name "ASPIRA" and carry out the purposes of the ASPIRA Association in that state or geographic area. Upon the disassociation of an ASPIRA Associate, the ASPIRA Associate shall convey that real and personal property in its possession to which the ASPIRA Association, Inc. has right and title, according to the ASPIRA Associate governing state law.

ARTICLE VI

Amendments

Section 1. Any amendments to these Articles of Association shall first require ratification by no less than a three-quarters vote of those present at the National Board meeting, except that any amendment to Article V Section 1 and 2 shall require ratification by no less than a two-thirds (2/3) vote of all members of the National Board of Directors. Thereafter, any such ratification shall be approved by no less than a three-quarters vote of the Associate's Board of Directors, except that Article V Section 2 shall require ratification by no less than a two-thirds (2/3) vote of all members of the Board of Directors of the ASPIRA Associate prior to adoption. No amendments to these Articles of Association shall be made except upon thirty (30) days written notification to each Associate of the ASPIRA Association, Inc.

ARTICLE VII

Prior Amendments

Section 1. These Articles of Association shall supersede all other agreements entered into between the ASPIRA Association's National Office and the ASPIRA Associates.

In witness whereof, the duly authorized representatives of the ASPIRA Associate and the ASPIRA Association, Inc., as set forth in the attached resolutions, have hereunto set their hands and seals on the day and year set forth below.

Authorized Representative **ASPIRA** of _____

National Executive Director

Chairperson of the National Board of Directors

Date