

AMENDED AND RESTATED
BY-LAWS
OF
PROFESSIONAL SKI INSTRUCTORS OF AMERICA
AMERICAN ASSOCIATION OF SNOWBOARD
INSTRUCTORS
INTERMOUNTAIN



This document outlines the By-Laws of PSIA/AASI-Intermountain.
This document will be reviewed and revised periodically by the Board of Directors,
and is dated to keep current with the activities of the Region

Version History

Version	Date	Updates
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2.6	<i>January 25, 2019</i>	<i>Amended and Restated By-Laws voted on and approved by the membership and adapted by the Board of Directors.</i>
2.61	<i>January 25, 2019</i>	<i>Update to Article II, Section 1: Certified Lifetime and Alumni Member categories</i>
2.62	<i>October 12, 2019</i>	<i>Formatting clean-up Resolve Executive Committee term language conflict between the By-Laws and P&P's</i>
2.7	<i>October 7, 2022</i>	<i>Alumni Membership definition</i>
3.0	<i>May 1, 2023</i>	<i>Number of Board Members</i>

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PREAMBLE

To promote, motivate, educate and certify the members of Professional Ski Instructors of America American Association of Snowboard Instructors Intermountain ("Intermountain" or the "Region")

ARTICLE I – OFFICE

The Board of Directors shall designate, and the Professional Ski Instructors of America Intermountain shall maintain a principal office. The location of the principal office may be changed by the Board of Directors. The Region may also have offices in such other places as the Board may from time to time designate.

The location of the principal office of Intermountain shall be:

7015 South Highland Drive, Suite 201
Salt Lake City, Utah 84121

ARTICLE II – MEMBERSHIP

SECTION 1. CLASSIFICATION

An individual who meets the Region's requirements under the following membership categories shall become a member of both the Region and PSIA-AASI. The Region shall have the following member classifications:

- (A) **Registered Members.** A Registered Member is an individual who is a member in good standing with both the Region and the national associations but is not certified by a PSIA-AASI Region.

- (B) **Certified Members.** Any individual who has been certified by a PSIA-AASI Regional association as Certified Level I, Certified Level II, or Certified Level III, and who is in good standing in such Regional association shall be eligible for membership as a Certified Member of the Association. Certified Members are eligible to serve as Directors.
- (C) **Alumni Members.** Members in this category must have been a member of PSIAAASI for six (6) years. Alumni Members have no voting rights, are not eligible to hold office and do not maintain certifications.
- (D) **Honorary Members.** By action of the Board of Directors, any non-member who has rendered outstanding service to the Association or to the advancement of snowsports instruction shall be eligible for recognition as an Honorary Member of the Association. Honorary Members are not eligible to hold office and are not eligible to obtain or maintain certifications.
- (E) **Certified Lifetime Members.** Members in this category must be approved by the Board of Directors. Any Certified or previously certified Alumni member may be recommended to the National Board of Directors either by the Board of Directors or by a Regional association. A Lifetime Member shall not be required to pay dues or maintain continuing education credits.
- (F) **Affiliate Members.** Any person or corporation interested in supporting and promoting snowsports, snowsports instruction, and the professional snowsports teacher is eligible for Affiliate Membership. Affiliate Members are not eligible to hold office.

Processes related to the nomination and qualification for membership in the Region may be set forth in the Policies & Procedures of the Region as may be adopted or amended by the Board of Directors.

In order to retain all rights and privilege of membership, a member must be in good standing. A member shall be in good standing if such member is in compliance with his/her explicit obligations to the Region (i.e., current in continuing education units (CEU), dues and fees) and is not subject to any current form of sanction, suspension, censure or disciplinary action as determined by the Board of Directors for violation of the Code of Conduct. A member's standing shall be communicated to the member as outlined in the Policies and Procedures of the Region.

SECTION 2. VOTING

Registered Members and Certified Members in good standing shall have voting rights. All Alumni Members, Honorary Members, and Affiliate Members have no voting rights.

In order to exercise voting rights, Registered Member or Certified Members must be current in all Regional dues and fees, satisfy all clinic requirements and be in good standing.

SECTION 3. ANNUAL MEETING

Intermountain may, but is not required to, hold an Annual Meeting of its members at a place and time to be determined by the Board of Directors. Written notice of the date, place and time of such meeting shall be given by mail, email, or other electronic transmission to each member at least ten (10) days prior to the day thereof.

Unless otherwise provided in the Articles of Incorporation, the Act or these By-Laws, the members present, or members of a voting group present if voting is to be held by voting group, present at a meeting of the members shall constitute a quorum at any annual meeting. The vote of a majority of members present shall be necessary in order to conduct the business of such meeting.

SECTION 4. SPECIAL MEETINGS OF THE MEMBERS

Special Meetings of the members may only be called by the President or by a majority vote of the Board of Directors. Written notice of the place, date and time of such meeting, the purpose for which it is called, and the name(s) of the person(s) by whom or at whose direction it was called, shall be given by mail, email, or other electronic transmission to each member at least ten (10) days prior to the day thereof. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

Unless otherwise provided in the Articles of Incorporation, the Act or these By-Laws, the members present, or members of a voting group present if voting is to be held by voting group, present at a meeting of the members shall constitute a quorum at any special meeting. The vote of a majority of members present shall be necessary in order to conduct the business of such meeting.

ARTICLE III - BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS

The business and affairs of Intermountain shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Region, as they deem proper.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS

The number of Directors constituting the Board of Directors of Intermountain shall be Nine (9). The number of Directors constituting the Board shall not be increased or decreased except by vote of the members. Each Director shall hold office for a term of three (3) years or until a successor is elected. A Director shall be eligible for reelection. The terms of the Directors shall be staggered such that approximately one-third (1/3) of the Board of Directors will stand for election each year. Only voting members of Intermountain who are active Certified Instructors in good standing shall be eligible and qualified to become members of the Board of Directors. Directors shall be elected by the members who are eligible to vote as determined by these By-Laws.

The immediate Past President of Intermountain shall be made an "ex officio" member of the Board of Directors. This person will be provided all notices provided to the Board and will be welcome to attend all meetings of the Board but have no voting privileges.

SECTION 3. ELECTION PROCESS; VACANCIES

The election process for Directors shall be set forth in the Policies and Procedures of Intermountain as adopted or amended by the Board of Directors from time to time.

A vacancy on the Board of Directors shall be deemed to exist in the case of death, resignation, the removal of any director, or if a director is no longer teaching in the Region from which he was elected. The unexpired term of the vacating Director shall be filled by a vote of the majority of the Board, though less than a quorum.

SECTION 4. REGULAR MEETINGS

The Board of Directors shall hold regular, semi-annual meetings each year at a date, place and time designated by resolution of the Board or upon written notice given by mail, email, or other electronic transmission to each Director at least thirty (30) days prior to said meeting.

SECTION 5. SPECIAL BOARD MEETINGS

Notice of the time, place, and purpose of any special Board meeting of the Board, whether in-person or by electronic communications, shall be given by the Administrative Vice President by mail, email, or other electronic transmission to each Director at least five (5) days prior to said meeting. Notice may be waived in writing and shall be deemed waived by presence at said meeting.

SECTION 6. SPECIAL ELECTRONIC COMMUNICATIONS MEETINGS

Special telephone meetings or electronic meetings of the Board may be called by the President at any time and shall be called by the President upon the written request of any two or more directors. Notice of the date and time of such meetings shall be given to each director at least five (5) days prior to the time of the meeting. No meeting by telephone or other electronic means shall take place unless at least eight (8) directors are participating in said meeting at all times. A telephone or conference call shall be recorded in its entirety and the tape shall be maintained at least through the next regular or special meeting of the Board. A printout record of any electronic meeting shall likewise be maintained. Each Director shall clearly identify him/herself prior to speaking, each time he/she desires to be heard during a telephone conference. Any vote taken at such meetings shall be by roll call if there is more than one dissenting vote, with each Director first stating his/her name and then his/her/vote. The minutes of the meeting shall be prepared and approved at the next regular or special meeting of the Board. Copies of these minutes shall be provided to each Director, by mail, email or accepted means of communication of the day.

SECTION 7. EMAIL VOTING

A vote may be called by two (2) Board members, including the President, and distributed by e-

mail. Board members' return votes will be counted after the deadline, and given a quorum, voting results will be distributed by e-mail, and a binding decision can be considered policy. NOTE: This form of voting is meant for Board approval of issues, concerns or changes on which a high degree of agreement is expected. Issues that require further discussion or special consideration should be reserved for regular or special meetings.

SECTION 8. QUORUM

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting shall be held as adjourned without further notice.

SECTION 9. MANNER OF ACTING

At all meetings of the Board of Directors, each Director shall have one vote. Provided a quorum is present, the act of a majority present at the meeting shall be an act of the Board of Directors, unless otherwise provided by these By-Laws. In order to vote at a meeting of the Board of Directors, a Director must be present at the meeting when the vote is taken. Voting by proxy is not permitted.

SECTION 10. CODE OF CONDUCT

Board members are expected to adhere to the Code of Conduct (as defined in Article VI below) as well as all other policies and procedures set forth in Intermountain's Policies and Procedures as may be adopted or amended by the Board of Directors from time to time.

SECTION 11. REMOVALS

Directors may be removed only for cause at any time by a vote of two-thirds (2/3) majority of the Board of Directors. Such vacancy shall be filled by the Directors then in office, and the person selected shall hold office for the unexpired term and until his successor is duly elected. The Board shall also have the authority to remove any other officer that it has the authority to elect or appoint, upon sufficient cause as determined by a majority of the Board. Unexcused failure to attend a Board meeting may be deemed cause for removal as a Director, at the sole discretion of the Board of Directors.

SECTION 12. COMPENSATION

By resolution of the Board of Directors, the Directors and other officers as determined by the Board, may be reimbursed for their expenses, if any, for attending meetings of the Board of Directors and other official functions of Intermountain.

SECTION 13. CHAIRPERSON

The President of the Division shall serve as Chairperson of the Board of Directors and shall preside at all meeting of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors. As Chairperson, the President may only vote in the event of a tie.

ARTICLE IV - EXECUTIVE COMMITTEE

SECTION 1. EXECUTIVE COMMITTEE

The officers of Intermountain hereafter referred to as members of the Executive Committee (ExCom) shall be the President, the Administrative Vice President, and Communications Vice President and the ASEA representative. The Board of Directors may appoint such other officers as deemed necessary.

SECTION 2. RESPONSIBILITIES

The business and affairs of Intermountain shall be conducted by the Executive Committee during the interim period between meetings of the Board of Directors. The act of a majority of the Executive Committee shall be an act of the Board of Directors unless specifically disapproved by the majority of the Board of Directors at the next regular or special meeting of the Board. The Administrative Vice President shall report to the Board all actions of the Executive Committee at the next regular or special meeting of the Board following said actions of the Executive Committee.

SECTION 3. TERM

The President, when elected, shall be limited to two (2) consecutive terms whatever their length. The other officers of Intermountain, Administrative Vice President and Communications Vice President, shall serve for a term concurrent with the President, unless replaced on the Board of Directors due to results from an election by the members. Officer term limits are as set forth in Intermountain's Polices & Procedures.

The term of those officers elected to serve on ExCom on the Board of Directors shall start at the beginning of new business at the regularly scheduled Fall meeting.

Should a Board member not be re-elected to an Executive position on the Board of Directors, the departing officer(s) will continue to serve in an official capacity until the new officer(s) are duly seated - not withstanding an expiration of their term on the Board.

The ASEA Representative, though selected by fellow Board members, serves from the beginning of the fiscal year (July 1) upon confirmation by the ASEA National Board.

SECTION 4. EXECUTIVE COMMITTEE ELECTIONS

When an Executive Committee election needs to be held, the Board of Directors shall elect the President at the regularly scheduled Meeting. The procedures for the nomination and election of members of the Executive Committee are set forth in Intermountain's Polices & Procedures.

SECTION 5. PRESIDENT

The President shall be a member of the Board of Directors, Certified Level 1, 2, or 3, and a member of Intermountain in good standing. The President will serve as the Chief Executive Officer of the Board of Directors. The President shall preside at all meetings of Intermountain, and he shall be the chairperson of the Board of Directors. The President shall be responsible to the Board of Directors for the management of Intermountain and shall be deemed to have those executive powers necessary to affect that management.

SECTION 6. ADMINISTRATIVE VICE PRESIDENT

The Administrative Vice President shall be a member of the Board of Directors, Certified Level 1, 2, or 3, and a member of Intermountain in good standing, and shall assume all the duties of the President when the President is absent, incapacitated or ineligible for office, and shall serve as the acting President until the President returns or until the vacancy is filled as provided in the By-Laws. The Administrative Vice President shall also be responsible for the general administration of Intermountain. The Administrative Vice President shall supervise Intermountain's operational team.

SECTION 7. COMMUNICATIONS VICE PRESIDENT

The Communications Vice President shall be a member of the Board of Directors. The Communications Vice President shall be responsible for overseeing the publications, e-communications, and social media efforts of Intermountain as well as assisting in Intermountain's major event marketing, including but not limited, to Intermountain's silent fundraising auction.

SECTION 8. ASEA REPRESENTATIVE

The PSIA/AASI-Intermountain representative to the National ASEA Board of Directors shall be a separate leadership position on the Board and may be a current or former member of the Board. The ASEA Representative is chosen by a majority vote of the Board for a three (3) year term and is a member of the Executive Committee. The ASEA Representative shall attend all ASEA National meetings to retain continuity between Intermountain and the National organization, and attend all Board of Directors meetings of Intermountain.

SECTION 9. ADVISORY COUNCIL & COMMITTEES

The Board of Directors shall have the authority to form ad hoc or standing advisory councils or committees, as they deem necessary.

ARTICLE V – CERTIFICATION

The application of the national standards and supervision of certification examinations shall be determined and implemented by the Board of Directors of the Association. The Board and/or ExCom will then direct the program or program committee chairs responsible for the certification process for each discipline with each discipline conducting and administering certificate and certification examinations.

ARTICLE VI - ETHICS AND DISCIPLINE

SECTION 1. CODE OF CONDUCT; DISCIPLINE; EXPULSION

The Board has adopted a code of conduct for Intermountain ("Code of Conduct") as well disciplinary procedures ("Disciplinary Procedures"), a copy of which is attached to Intermountain's Policies and Procedures and incorporated herein as part of these By-Laws. The Code of Conduct and Disciplinary Procedures set forth the conduct required of all members as well as the grounds for the expulsion and/or discipline of all members of Intermountain. The Code of Conduct and Disciplinary Procedures may be amended by the Board of Directors from time to time.

ARTICLE VII - WAIVER OF NOTICE

Whenever any notice is required to be given to any member of Intermountain under the provisions of the By-Laws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code, Title 16, Chapter 6a) (the "Act"), a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE VIII – AMENDMENTS

Unless otherwise required by the Act, these By-Laws may be altered or amended, in whole or in part, by the vote of a simple majority of the Board of Directors. Prior to voting to adopt any amendment to these By-Laws, the Board shall cause them to be reviewed by legal counsel to Intermountain.

ARTICLE IX - FISCAL YEAR

The fiscal year of Intermountain shall be fixed by resolution of the Board of Directors. At the time of the adoption of these By-Laws, the fiscal year of Intermountain shall run from July 1 to June 30.

ARTICLE X – DUES

Dues, fees, and fines shall be fixed by the Board of Directors. If any member of Intermountain shall become thirty (30) days delinquent in the payment of his dues or other charges, he/she shall be notified by Intermountain's operational leadership. If the account is not paid within sixty (60) days of such notice, membership in Intermountain may be terminated by the Board of Directors, and he/she shall be so notified.

ARTICLE XI - FISCAL MANAGEMENT

SECTION 1. CONTRACTS

The Board of Directors may by resolution authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Intermountain, and such authority may be general or confined to specific instances.

SECTION 2. LOANS

No loan or advances shall be contracted on behalf of Intermountain, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of Intermountain shall be mortgaged, pledged, hypothecated or transferred as security of the payment of any loan, advance, indebtedness or liability of Intermountain unless and except as authorized by the Board of Directors. Any such authorization may be general and confined to specific instances.

SECTION 3. DEPOSITS

All funds of Intermountain not otherwise employed shall be deposited from time-to-time to the credit of Intermountain in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

SECTION 4. CHECKS AND DRAFTS

All notes, drafts, acceptances, checks, endorsements and evidence of indebtedness of Intermountain shall be signed by such officer or officers or such agent or agents or Intermountain and in such manner as the Board of Directors from time to time may determine. Endorsement for deposit to the credit of Intermountain in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine

SECTION 5. FIDELITY BOND

The Board may require the officers of Intermountain and such other employees of Intermountain, as the Board may determine appropriate, to be bonded for the safe and true performance of his/her duties, and if so required, such costs will be paid by Intermountain.

SECTION 6. PURCHASING

The Board of Directors shall oversee and approve all purchases of Intermountain.

A. Extraneous Purchases

The Board may authorize extraneous purchases for the necessary and expedient operation of the office and Division. Extraneous purchases are not meant to replace the normal purchase review process. Until otherwise changed by the Board of Directors, the authorized amount is five hundred dollars (\$500.00). Extraneous purchases shall not extend beyond the allocated fiscal year operations budget.

ARTICLE XII – INDEMNIFICATION

SECTION 1. RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS

Intermountain shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, and subject to any processes or determinations required by such applicable law, any person (an “Indemnified Person”) who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of Intermountain against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in this Article XII, Intermountain shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

SECTION 2. PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS

Intermountain may pay the expenses (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XII or otherwise.

SECTION 3. CLAIMS BY DIRECTORS AND OFFICERS

If a claim for indemnification or advancement of expenses under this Article XII is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by Intermountain, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action Intermountain shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 4. INDEMNIFICATION OF EMPLOYEES AND AGENTS

Intermountain may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of Intermountain or against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, Intermountain shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

SECTION 5. ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS

Intermountain may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

SECTION 6. NON-EXCLUSIVITY OF RIGHTS

Non-Exclusivity of Rights. The rights conferred on any person by this Article XII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, these By-Laws, agreement, vote of members or disinterested directors or otherwise.

SECTION 7. INDEMNIFICATION CONTRACTS

The Board of Directors is authorized to cause Intermountain to enter into indemnification contracts with any director, officer, employee or agent of Intermountain (including any entity with which Intermountain may merge or consolidate) providing indemnification or advancement rights to such person. Subject to applicable law, such rights may be greater than those provided in this Article XII.

SECTION 8. INSURANCE

The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at Intermountain's expense insurance: (a) to indemnify Intermountain for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article XII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by Intermountain under the provisions of this Article X.

SECTION 9. AMENDMENT OR REPEAL

Any repeal or modification of the foregoing provisions of this Article XII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ARTICLE XIII - PARLIAMENTARY AUTHORITY

SECTION 1. ROBERTS RULES OF ORDER

In all matters not specifically covered by these By-Laws, the Board shall use the current edition of *Roberts Rules of Order* as a non-binding guideline for conducting the meetings of Intermountain.

4817-6831-6280, v. 2.62