

BY-LAWS
NATURAL HISTORY MUSEUM OF THE ADIRONDACKS
(D/B/A The Wild Center)

ARTICLE 1

Name

Section 1. *Name.* This corporation is and shall be known as The Natural History Museum of the Adirondacks, hereinafter referred to as the “Museum.” The Museum also operates under the registered name of “The Wild Center.”

Section 2. *Territory.* The Corporation shall conduct activities primarily in the County of Franklin, State of New York.

Section 3. *Office.* The principal office of the Corporation shall be located in the County of Franklin, State of New York. This office shall direct corporate activities and be the depository for all corporate records. The Corporation may also have offices at such other places within the state as the Board of Trustees may, from time-to-time, determine and/or the business or operations of the Corporation may require.

Section 4. *Corporate Status.* The Corporation is a New York Education Corporation, as defined by the Education Corporation Law and exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 2

Purposes and Policy

Section 1. *Purposes.* The purposes of the Museum as set forth in its constitution are exclusively educational in nature, to wit: to collect, preserve, organize, interpret, store, maintain and display objects associated with the natural history and natural resources of the Adirondacks; to help the public appreciate the natural resources of the Adirondacks, and the need to conserve and protect those resources; to create exhibits and foster educational programs, research and publications; and to work cooperatively with other existing museums, nature centers, visitor centers, educational institutions, organizations and individuals.

Section 1. 1. *Expanded Purposes.* To help the public appreciate the natural resources beyond the Adirondacks, and the need to conserve and protect those resources.

Section 2. *Nonprofit Policy.* The Museum shall not be operated for profit, and its entire properties, assets, and facilities shall be devoted to the purposes for which it is organized as set forth in its constitution, as the same may from time to time be amended.

Section 3. *Document Construction.* Any amendment to the purposes of the Corporation must be rendered in accordance with the requirements of Article 9 herein. If there is any conflict between the provisions of the Charter and these by-laws the provision of the Charter shall govern.

ARTICLE 3

Board of Trustees

Section 1. *Election and Powers.* The Board of Trustees shall have custody, control and direction of the Museum, its collections, property and other assets. Trustees shall be elected by the Board of Trustees at each Annual Meeting of the Board, and each Trustee shall serve until his or her successor is elected and qualified, unless his or her Trusteeship be theretofore vacated by resignation, death, removal, or otherwise.

Section 2. *Number.* The number of Trustees constituting the entire Board of Trustees shall be not more than forty (40) nor less than five (5) members, with the exact number to be established from time-to-time by three-fourths (3/4) majority vote of the Board. In addition to regular Trustees, Ex Officio Trustees and Emeritus Trustees can be appointed at the pleasure of the Trustees as determined by a three-fourths (3/4s) majority vote of the Board. Ex Officio and Emeritus Trustees will not have voting power on the Board.

Section 3. *Qualifications.* All Officers and Trustees must be at least eighteen (18) years of age and committed to advancing the purposes of the Corporation.

Section 4. *Classes.* Each Trustee shall be elected for a term of three (3) years, except as may be provided hereafter in this article. For the purpose of staggering their terms of office, the Trustees shall be divided into three (3) classes, by date of election as nearly equal in numbers as may be.

Section 5. *Vacancies.* A vacancy in office shall arise upon the resignation, removal, **refusal to act**, incapacitation or death of a Trustee. In case of any vacancy in the Board of Trustees, a majority of the remaining Trustees may elect a successor to fill the unexpired term, and to serve until his or her successor shall have been duly elected and qualified. In the event of increase in the number of Trustees, additional Trustees may be elected to terms of one, two, or three years as may be necessary to maintain equality in numbers among the classes of Trustees, after which three-year terms shall apply. Additional Trustees so elected shall serve until their successors shall have been duly elected and qualified. Any vacancy continuing for more than one (1)-year, or any vacancy reducing the number of Trustees to less than two-thirds of the Entire Board may be filled by the Regents.

Section 6. *Resignation, Suspension, and Removal of Trustees.*

6.1. *Resignation.* Any Trustee may resign by giving written notice of his or her resignation to the Board or to the Chair. Such resignation shall take effect at the time specified in such notice

and the acceptance of such resignation shall not be necessary to make it effective. If any Trustee shall fail to attend three (3)-consecutive meetings without excuse accepted as satisfactory by the Trustees, he shall be deemed to have resigned, and the vacancy shall be filled.

6.2. *Removal or Suspension by the Trustees.* The Board may remove or suspend from office, by vote of a majority of the Entire Board, any Trustee, officer or employee engaged under special contract, on examination and due proof of the truth of a written complaint by any Trustee, of misconduct, incapacity or neglect of duty; provided, that at least one week's previous notice of the proposed action shall have been given to the accused and to each Trustee. At any Meeting where a vote is to be taken to suspend or remove a Trustee, the Trustee in question may attend and shall be given a reasonable opportunity argue in his/her defense. Any period of suspension can last only until such time as the next Annual Meeting.

6.3. *Removal by the Regents.* The Regents may remove any Trustee for misconduct, incapacity, neglect of duty, or where it appears to the satisfaction of the Regents that the corporation has failed or refuses to carry into effect its educational purposes. A hearing in the proceeding for the removal of such trustees shall be had before the board of regents or a committee thereof and the Trustees shall be given at least ten days' notice of the time and place of such hearing. In case of removal, the Regents may appoint successors to the Trustees so removed.

Section 7. *Meetings.* The Annual Meeting of the Board of Trustees shall be held at such time and place as may be fixed by the Board of Trustees and named in the notice. Regular Meetings of the Board of Trustees shall be held at such times as the Board may, from time to time, determine. Special Meetings of the Board of Trustees shall be held at any time, on call by the Chair of the Board, or by the Secretary on the request in writing of any three (3) members of the Board.

Section 8. *Notice of Meetings.* Notice of the time and place of every meeting shall be mailed to the usual address of every Trustee, not less than five (5) nor more than ten (10), days before any Annual or Regular meeting of the Trustees. This does not preclude the provision of additional meeting notice, by facsimile, publication on the website of the Corporation, electronic communication, telephone and/or personal delivery.

Section 9. *Waiver of Notice.* Notice of a Meeting need not be given to any Trustee who submits a signed written waiver thereof, whether before or after the Meeting, nor to any Trustee who attends the Meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

Section 10. *Quorum.* A quorum shall be required for the legal and proper conduct of the business of the Board of Trustees. A majority of the Entire Board of Trustees shall constitute a quorum for the transaction of any business, unless a lesser amount is stipulated in the Charter. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Trustees. A majority in number of such quorum shall decide any issue that may come before the Meeting. A majority of the Trustees present at any regular or special meeting, although less than a quorum, may adjourn the same from time to time, without notice other than announcement

at the Meeting, until a quorum shall be present. At such adjourned Meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 11. *Action Without a Meeting.* Any action required or permitted to be taken by the Board of Trustees or any Committee thereof at a duly held Meeting may be taken without a meeting if all members of the Board of Trustees or the Committee consent in writing, or by email to the adoption of a resolution authorizing the action. Such resolution and the written consents thereto by the members of the Board of Trustees or committee shall be filed with the minutes of the proceedings of the Board of Trustees or the committee.

Section 12. *Electronic Communication.* Any one or more members of the Board of Trustees or any Committee thereof may participate in a Meeting of such Board or Committee, with the consent of the Chair or a majority of the members of such Board or Committee present in person at such meeting, by means of a conference telephone, electronic video screen or similar communications equipment allowing all persons participating in the Meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the Meeting.

Section 13. *Executive Committee.* The Board of Trustees shall, by an affirmative vote of a majority of the entire Board, appoint an Executive Committee, to consist of a minimum of five Trustees, including the Chair of the Board, at least one Vice Chair of the Board, Secretary, Treasurer, and other members of the Board as the Board shall determine upon recommendation by the Chair. The Chair shall be the Chair of the Executive Committee. The Executive Committee shall have and may exercise between the Meetings of the Board of Trustees all the authority of the Board of Trustees. The Executive Committee shall report all its actions to the next meeting of the Board. Any reference in these By-Laws to the Board of Trustees shall include the Executive Committee unless the context or express provision otherwise provides.

Section 14. *Audit Committee.* The Audit Committee shall be comprised of, at least, three (3) Trustees, with the Chair and Treasurer excluded. The Audit Committee shall be responsible for overseeing reviews of the institution's financial transactions and reports, as well as identifying if an independent audit by a certified public accountant is required by the Regents. The Committee shall assure that proper federal and state compliance and tax filings are submitted, and that any taxes due have been paid or, otherwise, addressed. It shall periodically review the Corporation's internal and financial controls, and the adequacy of the Corporation's insurance coverage. With regard to responsibilities relative to conflicts of interest, the Committee shall be responsible for strict adherence to, and enforcement of, The Corporation's Board of Trustees Conflicts of Interest Policy. It shall also assure that proper policies and procedures are in place to ensure that all newly-elected Trustees receive, and annually-submit, Conflict of Interest Disclosure Statements.

Section 15. *Committees.* Committees shall be authorized by the Board of Trustees and may be standing or special. Committees shall be created as deemed desirable and shall have only those duties and powers specifically assigned and delegated to them by the Board of Trustees.

ARTICLE 4

Officers

Section 1. *Election of Officers.* The Board of Trustees shall elect a Chair of the Board, Vice Chairs of the Board, a Secretary, and a Treasurer of the Museum and additional Officers as deemed appropriate. Each such Officer shall be elected from among the Trustees at the Annual Meeting of the Board, the Chair for a term of three years and the remaining officers for a term of two years. Any vacancy in the above Officers shall be filled by the Board of Trustees as soon as practicable.

Section 2. *Removal.* Any Officer(s) may be removed, with, or without, cause, by a two-thirds majority vote of the Board of Officers at any Annual Meeting, Regular Meeting or Special Meeting of the Board called for that purpose. A decision to remove an Officer may temporarily restrict or permanently prohibit the Officer in question from being reelected to the Board, at the sole, and exclusive, discretion of the then-seated Board of Trustees. Prior to any Meeting where a vote is to be taken to remove an Officer, the Officer in question, and all other Trustees, shall receive specific notice of said anticipated action in a manner sufficient to comply with all other requirements of this Article. At any meeting where a vote is to be taken to remove an Officer, the Officer in question shall be entitled to attend and afforded a reasonable opportunity argue in his/her defense.

Section 3. *Chair.* The Chair shall have the power and duty to exercise general supervision over the affairs and operations of the museum. He or she shall act as Chair of the Executive Committee, and preside at meetings of the Board of Trustees. He or she shall serve on all Regular and other Committees in addition to the appointed members. The Chair shall have such other powers and duties as may be designated by the Board.

Section 4. *Vice Chairs.* The Vice Chairs shall assist the Chair in the supervision of the business of The Wild Center and its several officers and shall have such other powers and duties as the Board may prescribe. The Chair shall designate a First Vice Chair and a Second Vice Chair. The First Vice Chair will preside at meetings in the absence of the Chair and otherwise act in the absence of the Chair and will assume the office of the Chair should that office become vacant between Board meetings. Each Vice Chairs shall be designated by the Chair to serve as ex-officio on selected Regular and other Committees.

Section 5. *Secretary.* The Secretary shall be responsible for the keeping of all Minutes of the meetings of the Board of Trustees. He or she shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. The Secretary shall be responsible for the custody of the records and of the seal or seals of the Museum. The Secretary shall have such other powers and duties as may be designated by the Board or the Chair.

Section 6. *Treasurer.* The Treasurer shall have supervision over the financial records of the

Museum. The Treasurer shall provide the Board of Trustees at each of its Regular Meetings with a statement of the financial condition of the Museum. He or she shall have such powers and duties as may be designated by the Board or the Chair.

ARTICLE 5

Membership

Section 1. *Purpose and authorization.* In order to provide a means of attracting interest in and support for the activities of the Museum, the Board of Trustees may establish from time to time one or more classes of membership as it deems fit, on such terms and conditions as the Board shall determine. Wild Center membership bodies are non-governing and non-voting.

ARTICLE 6

Executive Director

Section 1. *Executive Director.* The Board of Trustees shall appoint and employ a chief administrator of the Museum, designated as Executive Director. The Executive Director shall serve at the pleasure of the Board.

Section 2. *Duties of the Executive Director.* The Board of Trustees may delegate to the Executive Director the responsibility and authority for carrying out the policies and purposes that have been adopted and approved by the Board. The Executive Director shall be the chief officer of the staff of the Museum, and shall appoint, supervise and, when necessary, discharge individuals who occupy staff positions authorized by the Board. The Executive Director shall have such powers and duties as may be designated by the Board.

ARTICLE 7

Elected Officer & Director Compensation, Reimbursement & Loans

Section 1. *Compensation.* No elected Trustee, Officer or member of a committee shall receive compensation for his/her services as a Trustee, Officer and/or member of a committee. The Board of Trustees shall be empowered to provide reasonable compensation, together with reimbursement for reasonably incurred expenses, for offices or positions not afforded voting privileges for purposes, such as the position of Executive Director.

Section 2. *Reimbursement.* Notwithstanding the mandates of this Article, at the discretion of the Board of Trustees, individual Trustees, Officers, members of Committees and employees may be reimbursed in an amount determined by the Board for expenses reasonably incurred by them in

the performance of their duties on behalf of the Corporation.

Section 3. *Loans*. No loans shall be made by the Corporation to its Trustees, Officers, members of committees or to any other corporation, firm, association or other entity in which one or more of its Trustees, Officers or committee members are directors or officers or hold a substantial financial interest, except as may be permitted by statute.

ARTICLE 8

Statutory Compliance

Section 1. *Conflicts of Interest & Related Party Transaction Protocols*. The Board shall adopt, and at all times honor, the terms of a written Conflicts of Interest & Related Party Transaction Policy to assure that its Trustees, Officers and Key Persons act in the Corporation's best interest and comply with applicable statutory, regulatory, and ethical requirements. The Conflicts of Interest & Related Party Transaction Policy shall include, at a minimum, the following provisions:

- i. *Procedures*. procedures for disclosing, addressing and documenting by the Board of Trustees, or an authorized committee thereof, as appropriate:
 - (a) Conflicts of Interest,
 - (b) possible Conflicts of Interest for a determination as to whether a conflict exists, and,
 - (c) Related Party Transactions,
- ii. *Restrictions*. stipulations that when the Board of Trustees, or an authorized committee, as appropriate, is considering a real/potential Conflict of Interest or Related Party Transactions, the interested party shall not:
 - (a) be present at, or participate in, any deliberations;
 - (b) attempt to influence deliberations; and/or,
 - (c) cast a vote on the matter.
- iii. *Definitions*. definitions of circumstances that could constitute a Conflict of Interest and/or Related Party Transaction.
- iv. *Documentation*. requirements that the existence and resolution of the conflict and/or transaction be documented in the records of the Corporation, including in the minutes of any meeting at which the conflict was discussed or voted upon; and,
- v. *Audit-Related Disclosure*. protocols to assure for the disclosures of all real or potential Conflicts of Interest and/or Related Party Transaction are properly forwarded to the Board of Trustees, or another authorized committee, as appropriate, for purposes of any audit-related consideration.

Section 2. *Conflicts of Interest & Related Party Transaction Conflicts Policy*. The Conflicts of Interest and Related Party Transaction Policy of the Corporation, required in order to comply with the mandates of Section 2 of this Article, is annexed hereto and made a part hereof as

Appendix “A.” This policy may only be amended, modified, or repealed by a two-thirds majority vote of the Board of Trustees present at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose with the change in policy to not be applicable to any pending or currently being reviewed real or potential conflicts of interest or Related Party Transaction.

Section 3. *Potential Conflicts Disclosure Statement.* The Potential Conflicts Disclosure Statement of the Corporation, required in order to comply with the mandates of Section 2 of this Article, is annexed hereto and made a part hereof as **Appendix “B.”**

ARTICLE 9

Amendments and Other Provisions

Section 1. *Amendments.* These By-Laws may be adopted, amended or repealed in whole or in part by the affirmative vote of a majority of all members of the Board of Trustees, provided that at least seven (7) days before the meeting at which any amendment shall be voted upon, written notice of the proposed amendment shall be provided to each member of the Board, together with a concise statement of the changes proposed to be made.

Section 2. *Conduct of Meetings.* Except as otherwise provided in these By-Laws, by applicable law or by resolution of the Board of Trustees, all meetings of the Board or of any committee designated by the Board shall be conducted in conformity with equity and decorum.

Section 3. *Financial Reporting.* For financial reporting purposes the Museum’s Fiscal Year shall be the calendar year.

Section 4. *Indemnification.* The Corporation shall indemnify its Trustees, Officers, employees and volunteers against judgments, fines, amounts paid in settlement and reasonable expenses and costs, including attorneys’ fees, in connection with any claim asserted against the Trustee, Officer, employee or volunteer by court action, or otherwise, by reason of the fact that such person was a Trustee, Officer, employee or volunteer of the Corporation and acting in good-faith for a purpose which such person reasonably believed to be in the best interest of the Corporation, and was not unlawful, unethical or immoral. In order to assure adequate indemnification, the Corporation shall be required to purchase and maintain appropriate Directors and Officers (“D & O”) liability insurance coverage. Any such indemnification, and related insurance, shall be considered, awarded and governed by the terms of a comprehensive Indemnification and Insurance Policy, a copy of which is annexed hereto, and made a part hereof as Appendix “C.”

APPENDIX A — Board of Trustees Conflicts of Interest & Related Party Transaction Policy

1. *Policy Requirements.*

Any real or potential “Conflict of Interest” and/or “Related Party Transaction” (each as defined herein) and any other interested matter must be addressed in accordance with the terms of this Board of Trustees Conflicts of Interest and Related Party Transactions Policy. Any Conflict of Interest and/or Related Party Transaction, or any other interested matter, authorized in a manner that is materially inconsistent with the terms of this policy may be subsequently rendered void or voidable by a vote of a majority of the Board of Trustees, excluding any Trustees with an interest in the subject transaction or matter.

2. *Definitions.*

- a. Conflict of Interest. Unless otherwise specifically excluded herein, a “Conflict of Interest” means any transaction, agreement or any other arrangement, including, but not limited to a “Related Party Transaction,” as defined herein, between this Corporation and another individual or entity that confers a direct, substantial benefit to any Related Party, as defined herein. The assessment of, and any determination concerning any Conflict of Interest must be considered in strict compliance with the adopted policies and procedures of The Corporation.
- b. Related Party Transaction. Unless otherwise specifically excluded herein, a “Related Party Transaction” means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Corporation, or any Affiliate, is a participant. The following circumstances shall not be considered a Related Party Transaction for purposes of interpretation of this definition or consideration of a Related Party Transaction by the Board of Trustees:
 - i. the transaction, or the Related Party’s financial interest in the transaction is *de minimis*;
 - ii. the transaction would not customarily be reviewed by the Board, or Boards of similar organizations, in the ordinary course of business and is available to others on the same or similar terms; or
 - iii. the transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission which benefit is available to all similarly situated members of the same class on the same terms.

The assessment of, and any determination concerning, any Related Party Transaction, must be considered in strict compliance with the adopted policies and procedures of the Corporation.

- c. Related Party. A “Related Party” means any:
 - i. Officer (of the Corporation or any Affiliate), as defined by statute;
 - ii. Trustee (of the Corporation or any Affiliate), as defined by statute;

- iii. Key Person (of the Corporation or any Affiliate), as defined by statute;
- iv. founder of the Corporation;
- v. individual who has made substantial monetary contributions to the Corporation;
- vi. Relative, as defined by statute, of an Officer, Trustee, Key Person, founder or substantial contributor;
- vii. entity where an Officer, Trustee or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, holds a thirty-five percent (35%), or greater, ownership or beneficial interest; or,
- viii. partnership or professional corporation where an Officer, Trustee or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, has an ownership interest in excess of five percent (5%).

3. *General Disclosure.*

Prior to initial election, and annually thereafter, each Trustee shall be required to complete, sign and submit to the Secretary, or an authorized designee, as appropriate, a written statement identifying, to the best of the Trustee's knowledge, any entity of which such Trustee is an officer, director, trustee, owner (either as a sole proprietor, partner or member) or employee and with which The Corporation has a relationship, and any transaction in which The Corporation is a participant and in which the Trustee might have a real or potential interest. The Secretary shall provide a copy of all completed disclosure statements to the Board of Trustees, or another authorized committee thereof, as appropriate. A copy of each disclosure statement shall be available to any Trustee on request.

4. *Specific Disclosure.*

If at any time during his or her term of service, a Trustee, Officer or Key Person acquires an interest, or circumstances otherwise arise, which could give rise to a real or potential Conflict of Interest and Related Party Transaction, or any other interested matter, he or she shall promptly disclose, in good-faith, to the Board of Trustees, or an authorized committee thereof, as appropriate, the material facts concerning such interest.

5. *Process of Review.*

Unless the Board of Trustees elects to directly assume such responsibility, the Audit Committee, or another designated Committee of the Board, shall thoroughly review any real, or potential, Conflict of Interest or Related Party Transaction, or any other interested matter and submit to the Board a recommendation as whether or not it should be approved.

6. *Affiliate Transactions.*

The current, or prior, service of an Officer, Trustee or Key Person of this Corporation, or a Relative thereof, all as defined by statute, as an officer, trustee or employee, or the equivalent thereof, of any corporate entity that is, i) considered to be an Affiliate, as defined by statute; ii) otherwise, controlled by, or controls, this Corporation, and/or; iii) is an Affiliate of any corporate entity controlled by, or that controls, this Corporation, shall not, standing alone, be considered a Conflict of Interest or a Related Party Transaction for purposes of interpretation of the definition of either term or consideration of any such matter.

7. *Standard of Review.*

For purposes of this policy, amongst the considerations of the Board of Trustees, the Audit Committee, or another authorized Committee of the Board, as appropriate, relative to assessment of any real or potential Conflict of Interest and/or Related Party Transaction, shall be the determination as to whether any financial interest, amounts to a Conflict of Interest and/or a Related Party Transaction, each as defined herein. Should any such financial interest be considered a Conflict of Interest and/or a Related Party Transaction, the terms of this “Conflict of Interest and/or Related Party Transaction Policy” shall apply with regard to proper consideration of the matter. Should the financial interest not amount to a Conflict of Interest and/or Related Party Transaction, as defined herein, the transaction shall be considered an ordinary business matter unworthy of additional non-customary review and/or documentation.

8. *Authorization of Conflicts of Interest & Related Party Transactions.*

The Corporation shall not enter into any matter considered to be a Conflict of Interest and/or a Related Party Transaction, or any other interested matter, unless such a financial transaction, or other matter, is determined by the Board, or an authorized committee thereof, to be fair, reasonable and in The Corporation's best interest at the time of such determination.

9. *Authorization of Transactions Concerning Substantial Financial Interest.*

With respect to any Conflict of Interest and/or Related Party Transaction, or other interested matter, in which a Related Party, or otherwise conflicted individual, has a substantial financial interest, the Board of Trustees, the Audit Committee, or another authorized designated Committee of the Board, as appropriate shall:

- i. prior to entering into any such transaction, or matter, to the extent practicable, consider alternative transactions and/or a review of information compiled from, at least, two (2) independent appraisals of other comparable transactions;
- ii. approve the transaction by not less than a two-thirds majority vote of the Trustees and/or committee members, as appropriate, present at the meeting; and,
- iii. contemporaneously document the basis for approval by the Board, or authorized committee, as appropriate, which shall include the preparation of a written report, to be attached to the minutes of any meeting where the transaction or matter was deliberated or authorized, identifying the details of the transaction or matter; alternate transactions considered; materials or other information reviewed, Trustees, or committee members, present at times of deliberations; names of those who voted in favor, opposed, abstained or were absent; and, the specific action authorized.

10. *Restrictions.*

With respect to any Conflict of Interest and/or Related Party Transaction, or any other conflicted matter, considered by the Board, the Audit Committee, or another authorized designated Committee of the Board, as appropriate, no Related Party, or otherwise conflicted individual, shall:

- i. be present at, or participate in, any deliberations;

- ii. attempt to influence deliberations; and/or,
- iii. cast a vote on the matter.

Nothing herein shall prohibit the Board, or authorized committee, as appropriate, from requesting that a Related Party, or otherwise conflicted individual, present information concerning a Conflict of Interest and/or Related Party Transaction, or any other interested matter, at a Board, or authorized committee thereof, meeting prior to the commencement of deliberations or related voting.

11. Audit-Related Disclosure.

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted Trustee Disclosure Statements and any case-specific Conflict of Interest and/or Related Party Transaction reports, together the minutes of any related meetings, are promptly provided to the Secretary of the Board of Trustees, or the chair an authorized committee thereof, as appropriate, in an effort to assure that they are properly considered for auditing purposes, if applicable.

APPENDIX B—Code of Ethical Conduct & Annual Potential Conflicts Disclosure Statement

—Code of Ethical Conduct—

This Corporation is committed to maintaining the highest standard of conduct in carrying out our fiduciary obligations in pursuit of our tax-exempt mission and purposes. As such, each and every Trustee, Officer and Key Person (to the extent applicable) shall adhere to the following code of conduct:

By-Laws & Policies.

- be aware of and fully abide by the By-Laws, policies and procedures of the Corporation
- assure corporate compliance with respect to all statutes, regulations and contractual requirements
- respect and fully support the duly-made decisions of the Board of Trustees in accordance with all applicable fiduciary duties, including those related to care, loyalty and obedience
- understand that the Executive Director, as the Corporation’s chief administrative officer, has the sole responsibility for the day-to-day management of the Corporation—specifically, including the supervision of personnel—and for implementation of Board policies and directives

Informed Participation.

- attend most, if not all, meetings of the Board of Trustees and assigned committees
- remain informed of all matters that come before the Board and/or assigned committees
- respect and follow the “chain of command” of the Board and administration
- constructively and appropriately bring to the attention of the Board, Officers, committee chairs and/or appropriate staff any questions, personal views, opinions and comments of significance on relevant matters of governance, policymaking and corporate constituencies
- oppose, on the record, actions of the Board with which one disagrees or is in serious doubt
- appropriately challenge, within the structure and By-Laws of the Corporation, those binding decisions that violate the legal, fiduciary or contractual obligations of the Corporation

Conflict of Interest, Representation & Confidentiality.

- represent the best interests of the Corporation at all times and to declare any and all duality of interests or conflicts of interests, material or otherwise, that may impede or be perceived as impeding the capacity to deliberate or act in the good faith, on behalf of the best interests of the Corporation
- not seek or accept, on behalf of self or any other person, any financial advantage or gain that may be offered because, or as a result, of the Trustee’s affiliation with the Corporation.
- publicly support and represent the duly made decisions of the Board
- not use or otherwise relate one’s affiliation with the Board to independently promote or

- endorse political candidates or parties for the purpose of election
- maintain full confidentiality and proper use of information obtained as a result of Board service in accordance with Board policy or direction

Interpersonal.

- maintain open communication and an effective partnership with the Corporation’s Officers and various committees, if any
- not filibuster or engage in activities during meetings that are intended to impede or delay the progress and work of the Board because of differences in opinion or other personal reasons

—Annual Potential Conflicts Disclosure Statement—

As a Trustee or Officer or Key Person of the Corporation, prior to your being seated on the Board of Trustees or commencing employment with the Corporation, as appropriate, and annually thereafter, you are required to truthfully, completely and accurately disclose all information requested herein and to promptly update all such information as factual circumstances may change from time-to-time.

Please circle ‘Yes’ or ‘No’ & provide additional information when requested

Financial Information Return Disclosure.

Responses to the following questions are required to complete financial information returns annually submitted to the Internal Revenue Service and the Office of the Attorney General.

1. Have you served as an Officer, Director, Trustee, Key Person, partner or member of, or hold a thirty-five percent (35%) or greater ownership or beneficial interest, or in the case of a partnership or professional corporation a direct or indirect ownership interest in exceeding five percent (5%), in an entity, which during the most recently completed, or current, fiscal year, had, or are reasonably anticipated to have, a direct, or indirect, business relationship, with the Corporation?

No *Yes* If *Yes*, attach a detailed explanation of the circumstances.

2. Have you, individually, or through an entity where you hold a thirty-five percent (35%) or greater ownership or beneficial interest, or in the case of a partnership or professional corporation a direct or indirect ownership interest in excess of five percent (5%), during the most recently completed, or current, fiscal year, had, or are reasonably anticipated to have, a direct, or indirect, business relationship, with any individual who is a current or former “Officer,” “Director” or “Key Person?”

No *Yes* If *Yes*, attach a detailed explanation of the circumstances.

3. Do you have a Relative who, during the most recently completed, or current, fiscal year, had, or is reasonably anticipated to have, a direct, or indirect, business relationship with the Corporation?

No *Yes* If *Yes*, attach a detailed explanation of the circumstances.

4. Have you, or did you have a Relative who, during the most recently completed, or current, fiscal year, had, or is reasonably anticipated to have, any transaction with the Corporation that might reasonably be considered a real or potential conflict of interest pursuant to the Corporation's Board of Trustees Conflicts of Interest Policy, which has not been otherwise disclosed herein?

No *Yes* If *Yes*, attach a detailed explanation of the circumstances.

5. The Corporation relies upon a comprehensive written Conflicts of Interest & Related Party Transaction Policy, has the Board of Trustees neglected to provide you with a current draft of this policy or a sufficient opportunity to review and discuss its terms?

No *Yes* If *Yes*, attach a detailed explanation of the circumstances.

—Certification—

I, the undersigned, certify that I have read and understand this Annual Conflicts Disclosure Statement. I agree that my actions will comply with the disclosures found in this document. I further affirm that neither I, as a Related Party nor any Relative have, or had, an interest, or has taken any action, that contravenes, or is likely to contravene, the Conflicts of Interests and Related Party Transaction Policy of the Corporation or, otherwise impedes my ability to act as a fiduciary and in the best interests of the Corporation, except those that may have been disclosed.

Signature

Date

Name

Title (Officer or Trustee)

* *Note: For purposes of the Questions above, the definition of the term "payments" does not include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.*

APPENDIX C—Indemnification & Insurance Policy

1. Authorized Indemnification.

Unless clearly prohibited by applicable statute, regulation or these By-Laws, the Corporation shall indemnify any person (an “Indemnified Person”) made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by the Corporation, by reason of the fact that s/he (or her/his Testator or Administrator, if then deceased), whether before or after adoption of this Article: (a) is or was a Trustee or Officer of the Corporation, or; (b) is serving or served, in any capacity, at the request of the Corporation, as a Trustee or Officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

2. Prohibited Indemnification.

The Corporation shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of Trustees in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that s/he personally garnered any financial profit or other advantage to which s/he was not legally entitled.

3. Advancement of Expenses.

The Corporation shall, on request of any Indemnified Person who is, or may be, entitled to be indemnified by the Corporation, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he/she is not entitled to be indemnified pursuant to statute or these By-Laws. An Indemnified Person shall cooperate with any request by the Corporation that common legal counsel be used by the parties for such action or proceeding who are similarly situated unless it would be inappropriate to do so because of real or potential conflicting interests of the parties.

4. Indemnification of Others.

Unless clearly prohibited by law or these By-Laws, the Board may approve indemnification by the Corporation, as set forth in Section 1 of this Article, or advancement of expenses as set forth in Section 3 of this Article, to a person (or her/his Testator or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

5. Determination of Indemnification.

Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court, the Board shall, upon written request by an Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-Laws. Before indemnification can occur, the Board must expressly find that such indemnification will not violate the provisions of Section 2 herein. No Trustee with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Trustees is not obtainable, the Board shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-Laws.

6. Binding Effect.

Any person entitled to indemnification under these By-Laws has a legally enforceable right to indemnification which cannot be abridged by amendment of these By-Laws with respect to any event, action or omission occurring prior to the date of such amendment.

7. Insurance.

The Corporation is required to purchase Directors and Officers (“D & O”) liability insurance coverage. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Trustees, Officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

8. Nonexclusive Rights.

The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any Trustee, Officer, employee or volunteer to provide them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject to the limitations of Section 2 herein.

Date 1/27/2020; Unanimously approved 2/7/2020