



NEW YORK STATE
PUBLIC HEALTH ASSOCIATION, INC.

Corporate By-Laws

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ARTICLE I.

Name, Office, Corporate Status, Regions, and Affiliation

Section 1. *Name.* The Corporation shall be known as: New York State Public Health Association, Inc. (hereinafter “The Association”).

Section 2. *Office.* The principal office of The Association shall be located in the County of Albany, State of New York. This office shall direct corporate activities and be the depository for all corporate records. The Association may also have offices at such other places within the state as the Board of Directors may, from time-to-time, determine and/or the business or operations of The Association may require.

Section 3. *Corporate Status.* The Association is a New York Not-for-Profit Corporation, a “Charitable Corporation” as defined by the Not-for-Profit Corporation Law, and exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

Section 4. *Affiliation.* The Association is a New York State affiliate of the American Public Health Association. The representative from this Association to the Governing Council of the American Public Health Association shall be the Immediate Past President or an alternate assigned by the President.

Such representative shall be selected in accordance with the requirements of the American Public Health Association for representation of affiliates.

ARTICLE II.

Corporate Purposes & Document Construction

Section 1. *Corporate Purposes.* The purposes of The Association are set forth in the Certificate of Incorporation, as may be amended, and qualify The Association for exemption from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended. These purposes include, to wit:

- (a) Extending and advancing public health, especially through public policy initiatives,
- (b) Providing for the scientific and professional development of the members of the Association; and
- (c) Assisting in the efforts to fulfill the purposes and objectives of the American Public Health Association, with which the Association is affiliated.

Section 2. *Document Construction.* Any amendment to the purposes of The Association must be rendered in accordance with the requirements of Article XIV herein. If there is any conflict between the provisions of the Certificate of Incorporation, as may be amended, and these By-Laws, provisions of the Certificate of Incorporation, as may be amended, shall govern.

ARTICLE III.

Membership

Section 1. *Classes of Membership Authorized.* Unless otherwise stipulated herein, The Association shall have seven (7) classes of Members.

The membership of the Association shall be defined by the Board of Directors and shall consist of, but not be restricted to, the following classes:

- (a) **Individual Members-** Any individual, who is interested in public health, is eligible for membership in the Association.
- (b) **Honorary Life members-** The Board of Directors may confer honorary life membership upon any individual, whether or not a resident of the State of New York, who has rendered such service to the cause of public health as shall, in the judgment of the Board, entitle the individual to special recognition. Not more than two (2) honorary life members shall be elected in any one year. There shall be no dues for an Honorary Life Member.
- (c) **Organizational Members-** Organizational members shall consist of organizations or institutions, which are interested in and participate in public health, and which support the purpose and objectives of the Association.
- (d) **Student Members-** Any student enrolled at least half-time in an accredited program of public health, medicine or health sciences at the undergraduate, graduate or doctoral level.
- (e) **Early Career/ Transitional** – Person who graduated in the last 24 months and is transitioning into the workforce. Person who has retired and no longer derives income from current work-related activities.
- (f) **Group Membership** - Open to a group of 4 health professionals who join together for a discounted rate.
- (g) **College/University** - Degree granting, accredited not-for-profit institutions of higher education. Up to 25 students plus 1 faculty of the college/university are eligible for membership at a discounted fee. The college/university becomes an institutional member with each annual renewal and may operate a student chapter.

1.1. *Number of Votes.* All classes of membership shall have one (1) vote on each matter considered at each meeting of the membership of the Association; except that each Organizational Member shall have four (4) votes. Members in arrears of dues at the time of the Annual Meeting shall not be eligible to vote.

Section 2. *Qualifications & Criteria for Membership*

- (a) Applications for membership in the Association shall be in such form and shall contain such information as shall be required by the Board of Directors. The amount of the dues shall accompany such application.
- (b) The Board of Directors shall reserve the right to approve membership in the Association.

2.1. *Membership Dues.* The amount of annual membership dues may be determined by the Board of Directors at any meeting by a 2/3 majority vote, providing that a quorum is present.

- (a) The amount of dues so established shall continue in effect until changed, as provided in subsection (a) of this article.
- (b) The Board of Directors may recommend changes in the amounts of the annual dues for consideration and action at any annual meeting by the affirmative vote of a majority of the members of the Association present and entitled to vote thereon.

2.2. *Payment of Dues.*

- (a) Membership dues shall be due and payable yearly on a rotation designated by the initial dues payment and/or renewal.
- (b) Any member in arrears of dues for more than four (4) months 30 (thirty) days shall be automatically dropped from membership in the Association, unless otherwise directed by the Board of Directors.
- (c) The Board of Directors may institute policies regarding the amount or term covered by a new member's initial dues payment.

Section 3. *Evidence of Membership.* The Association shall maintain a membership database on the Association website that will be accessible to Members to verify their membership status. Membership in the Association is nontransferable.

Section 4. *Termination of Membership.*

4.1. *Termination by the Membership.* Termination of Membership by the Members, themselves, shall be authorized, with, or without cause, by majority vote of the Membership at the Annual Meeting or a Special Meeting of the Membership called for that purpose.

4.2. *Termination by the Board of Directors.* Termination of Membership by the Board of Directors shall be authorized, for cause, by majority vote of the Board at any Regular or Special Meeting of the Board called for that purpose. For purposes of this Section, failure to timely remit required dues, if any, shall be considered sufficient cause for termination of Membership by vote of the Board.

Section 5. *Annual Meeting.* A meeting of the Members entitled to vote shall annually be held for purposes of the election of Officers and designation of Membership representative to the Board of Directors, as well as the transaction of any other business of The Association. The date, time and place shall be designated by the Board of Directors. A notice will be sent to every member in good standing by the Association.

Section 6. *Special Meetings.* Special Meetings of the Members entitled to vote may be called at any time by the President, or upon the written request of at least ten percent (10%) percent of the Members entitled to vote. No business shall be conducted at a Special Meeting that is not included in the issued Notice as stipulated herein. Notice of any special meeting of the members of the Association shall be sent to each member not less than ten (10) days prior to the date of such meeting.

Section 7. *Meeting Notice.*

7.1. *Notice Requirements.* Notice shall be given to each Member entitled to vote prior to each Meeting of Membership, stating the place, date and hour of the Meeting. Notice of a Special Meeting shall, in addition, identify:

- i. the person, or persons, calling the meeting; and,
- ii. the purpose, or purposes, for which said meeting is being called.

7.2. *Written Notification.* Unless The Association has over five hundred (500) Members, written notice of any Meeting of the Membership shall be given personally or by first class mail, facsimile or by electronic mail, not less than ten (10) nor more than fifty (50) days, before the date of the Meeting. Notice shall be deemed given as stipulated below:

- i. if personally, upon receipt by the Member;
- ii. if mailed, when deposited in the United States Mail, with postage prepaid, directed to the Member at the Member's current address of record as it appears on the list of Members; or,
- iii. if sent by electronic mail or facsimile, when forwarded to the facsimile number, or electronic mail address, as either appear on the list of Members, excepting that any such notice shall not be considered properly delivered if The Association is:
 - (a) unable to deliver two (2)-consecutive notices to the designated electronic mail address or facsimile number or,
 - (b) is otherwise made aware that notice cannot be delivered to the Member or electronic mail or facsimile.

7.3. *Notification by Publication.* Provided The Association has more than five hundred (500) Members, notice of Meetings of the Membership may be given by publication. Any such notice shall be:

- i. published in a newspaper published in the County in which the principal office of The Association is located once a week for 3-successive weeks immediately preceding the Meeting; and,
- ii. prominently posted on the homepage of The Association's website continuously from the date of newspaper publication through the date of the Meeting.

Section 8. *Waiver of Notice.* Should any Member fail to receive proper notice of a Meeting of the Membership, as otherwise required by these By-Laws, the Member shall waive his/her right to any such notice if:

- i. the Member attends the Meeting of the Membership without objection to the lack of proper notice, prior to said Meeting being called to order; or,
- ii. either before or after the Meeting, the Member submits, a waiver of notice, which if tendered personally, in writing or by facsimile, shall be validated by written or electronic signature; or if submitted by electronic mail, shall include information from which The Association can reasonably determine that the waiver was properly authorized.

Section 9. *Qualification of Voters.* The Board of Directors may fix a date as the record date for the purpose of determining the Members entitled to vote at any Meeting of the Membership, or to express consent to or dissent any proposal without a Meeting. The record date shall not be more than fifty (50) nor less than ten (10) days before the date of the Meeting.

A membership roll showing the list of Members as of the record date, certified by the Secretary of The Association, shall be produced at any meeting of Members upon the request therefor of any Member who has given written notice to The Association that such a request will be made at least ten days prior to such meeting. All persons appearing on such membership roll shall be entitled to vote at the meeting.

Section 10. *Quorum.* At any, duly called Meeting of the Membership, the lesser of ten percent (10%), or one-hundred (100) eligible voting Members entitled to vote, present as a consequence of physical attendance and/or use of telephone/video-conference technology and/or use proxy shall constitute a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Member(s).

Section 11. *Organization.*

11.1. *Chairperson.* At all meetings of the Membership, the President, or, in his/her absence, the Vice-President or, in his/her absence, another Director chosen by the Membership shall preside.

11.2. *Secretary.* At all meetings of the Membership, the Secretary, or, in his/her absence, any Assistant Secretary or, in his/her absence, another Director chosen by the Membership shall act as secretary at the meeting.

Section 12. *Method of Voting.* The method of voting at meetings of the membership of the Association shall be as follows: Voting at special meetings and on all matters at the annual meeting shall be by paper ballot or show of hands, unless another method is determined by majority vote of the members present and entitled to vote.

Section 13. *Action by the Membership.*

13.1. *Action Defined.* Except as otherwise provided by statute and/or these By-Laws, an "act," or "action," of the Membership shall mean an action at a Meeting of the Membership authorized by vote of a majority of the Members present at the time of the vote, provided a sufficient quorum is present.

13.2. *Electronic Communication.* Any, or all, Members may participate in any Meetings of the Membership, by means of a conference telephone, electronic video screen communication 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 a meeting of the Membership.

13.3. *Proxies.* Every Member entitled to vote at a Meeting of the Membership may authorize another person, or persons, to act on his/her behalf by use of proxy. To be valid and enforceable, each proxy must be submitted before, or presented at, the Meeting of the Membership for which it is intended. If tendered personally, in writing or by facsimile, the proxy shall be validated by written or electronic signature. If submitted by electronic mail, it shall include information from which The Association can reasonably determine that the proxy was properly authorized. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided by proxy. Every proxy shall be revocable at the pleasure of the Member executing same, except as may otherwise be provided by law.

Section 14. *Action by Members on Unanimous Written Consent.* Any act, or action, required or permitted to be taken by the Membership may be taken without a Meeting if each Member submits to the Secretary, or his/her designee, a written consent, delivered personally or by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Membership.

Section 15. *Reports.* In a manner sufficient to comply with applicable statutory obligations, the Board of Directors shall annually present to the Membership a report, verified by appropriate Officers, or certified by an Independent Auditor, if so required, outlining, in appropriate detail, The Association's fiscal status, including an annual balance sheet and profit and loss statement or a financial statement performing a similar function for the preceding fiscal year, confirming assets (restricted and unrestricted) and liabilities, revenues and receipts and expenses and disbursements, together with any, and all necessary and/or required supporting documentation. Each such report shall be filed with the records of The Association and a copy, or an abstract thereof, shall be entered in the minutes of the proceedings of the Meeting of the Members at which the report is presented.

ARTICLE IV.

Board of Directors

Section 1. *General Management.* The Board of Directors shall have ultimate authority in governing the operations, finances and affairs of The Association. The Board, with the advice of various committees, if so authorized, shall implement, monitor and modify, as may be needed, policies and procedures necessary for proper corporate management. It shall be empowered to employ necessary staff, retain necessary professional assistance, authorize agreements and expenditures and take all necessary and proper steps to advance the purposes and promote the best interests of The Association.

These duties and powers shall include, but shall not be limited to, the following:

- (a) Formulating the policies of the Association;
- (b) Developing programs and promoting plans for the advancement of the affairs of the Association;
- (c) Serving as a clearing house for ideas and suggestions of special interest to the members of the Association;
- (d) Transmitting subjects and problems relating to public health to the Board of Directors of the American Public Health Association for consideration and action;
- (e) Providing such services for the members of the Association as shall be deemed advisable by the Board;
- (f) Delegating to the Executive Committee or President, such responsibilities as may be deemed necessary or desirable to effect the objectives of the Association; and
- (g) Reviewing the affairs of the Association on a continuing basis to make its operations and programs effective.
- (h) Reviewing the annual Budget proposed by the Treasurer and adopting, as revised, prior to the start of the fiscal year. The Board may revise the Annual Budget at any meeting of the Board by a 2/3 vote of the members in attendance, providing that a quorum is present.
- (i) The Board will determine the recipients of the following awards to be presented annually:
 - i. **Hermann M. Biggs Memorial Medal and Certificate** – awarded to an individual who has “been recognized for outstanding achievement in public health in New York State”.
 - ii. **Citation for Outstanding Leadership in Public Health in New York State** – awarded to an individual or an organization, or both.
 - iii. **Honorary Life Members**

Section 2. *Number.* There shall be, at least twelve (12), but no more than fifteen (15) seats on the Board of Directors, with the exact number to be established from time-to-time by majority vote of the Entire Board, or by majority vote of the Members. No decrease in number of Directors shall shorten the term of any incumbent Director. At the discretion of the Board, there shall be one “non-voting” open seat that can be offered to appropriate partners for the benefit of the Association.

Section 3. *Ex Officio Directors.* The Board majority vote may also appoint *ex officio*, non-voting Directors to serve on the Board, if deemed to be in the best interests of The Association. Any such *ex officio*, non-voting Directors shall be entitled to all rights and entitlements of other Directors, and obligated to honor all corresponding fiduciary duties, excepting they shall not be entitled to:

- i. attend, or receive notice of, any Meeting of the Board, or its various committees, if the purpose of said Meeting(s) relates to concerns with respect to the given *ex officio*, non-voting Director;
- ii. be counted for purposes of determining quorum for any Meeting of the Board, or its various committees;
- iii. vote on any matter being considered by the Board, or its various committees; and/or,
- iv. hold elective Office with The Association.

The Executive Director shall serve as an *ex-officio*, non-voting Director while employed by The Association.

Section 4. *Qualifications.* All Officers and Directors must be at least eighteen (18) years of age and committed to advancing the purposes of The Association. All members of the Board shall actively participate in a minimum of one committee.

4.1. *The Board of Directors shall consist of:*

- (b) The officers of the Association;
- (c) The immediate past president of the Association;
- (d) At least one (1) representative chosen from each of the Individual and Organizational Membership classes.
- (e) One representative (1) from among the student membership of NYSPHA

Section 5. *Selection Procedure, Terms of Office, Newly Created Directorships & Vacancies*

5.1. *Selection Procedure.* At each Annual Meeting, the Membership, by a plurality of the votes cast, shall elect new Directors to replace those whose terms are expiring to terms of three (3) years in duration.

5.2. *Terms of Office.* The term of office for a Director shall be three (3) years in duration, unless otherwise provided in these By-Laws. The terms of office for all Directors shall begin on July 1st, unless the Director was elected to replace a board member that resigned during their term. In that case, the term begins the day of their election and shall conclude at the end of the term they are filling.

5.3. *Newly Created Directorships.* Newly created Directorships resulting from an increase in the number of Directors shall be filled by vote of a majority of the Membership. Directors elected to fill newly created Directorships shall hold office in accordance with their classification and until their successors have been elected and qualified.

5.4. *Vacancies.* A vacancy in office shall arise upon the resignation, removal, incapacitation or death of a Director. A vacancy on the Board of Directors occurring in the interim between Annual Meetings may be filled by an interim successor appointed by majority vote of Directors present at any meeting. At the next Annual Meeting following the vacancy, the Membership may elect, by majority vote, a permanent successor for the vacant position. Directors elected to fill vacancies shall hold office for the remainder of the term of the vacated position in accordance with the classification of said position and until their successors have been elected and qualified. No period of interim service shall be considered for purposes of establishing limitations on the terms of Directors.

Section 6. *Resignation.* A Director may resign, at any time, by giving written notice to the Board of Directors, the President or the Secretary. Unless otherwise specified in notice, the resignation shall take effect upon receipt thereof by the Board of Directors, the President or the Secretary, and the acceptance of the resignation shall not be necessary to make it effective.

Section 7. *Suspension & Removal.*

7.1. *Suspension.* Any Director may be temporarily suspended, for cause, by majority vote of the Entire Board of Directors at any Regular Meeting or Special Meeting of the Board called for that purpose. The period of suspension can last only until such time as the next Annual Meeting. At any Meeting where a vote is to be taken to suspend a Director, the Director in question may attend and shall be given a reasonable opportunity argue in his/her defense.

7.2. *Removal.* Any, or all, of the Director(s) may be permanently removed for cause, by a two-thirds (2/3s) majority vote of the Board of Directors at any Regular Meeting or Special Meeting of the Board called for that purpose, or with,

or without, cause, by a majority vote of the Membership at any Annual Meeting or Special Meeting of the Members called for that purpose. At any Meeting where a vote is to be taken to remove a Director, the Director in question may attend and shall be given a reasonable opportunity argue in his/her defense.

Section 8. *Meetings.*

8.1. *Annual Meetings.* The Board of Directors, by yearly resolution of the Board, shall as soon as practicable after the Annual Meeting of the Membership, convene an Annual Meeting of the Board of Directors for the purpose of appointing Officers of The Association. Reasonable advance notice of the Annual Meeting, including time, date and location, shall be given by means of establishing a customary Meeting date, publishing the date of the meeting on the website of The Association, regular mail, facsimile, electronic communication, telephone and/or personal delivery.

8.2. *Regular Meetings.* The Board of Directors, in accordance with a schedule to be determined by resolution to the Board, shall endeavor to annually convene, at least, two (2) Regular Meetings: (1) at or immediately after the annual meeting of the Association, and (2) at such other time and place as shall be specified by the President.

Notice of each meeting of the Board shall be sent to each Board member not less than ten (10) nor more than thirty (30) days prior to the date of each meeting, except that notice of the Board meeting to be held at or immediately after the annual meeting of the Association shall be sent with the notice of such annual meeting or for urgent or time-sensitive matters wherein a meeting needs to be held within less than ten (10) days.

8.3. *Special Meetings.* The Board of Directors, whenever called by the President, the Secretary, or any three (3) Directors, may convene Special Meetings in order to consider specific matters that may be confronted by The Association between Regular Meetings, provided the order of business is limited solely to purposes specified in the Meeting notice. Notice of Special Meetings, including purpose, time, date and location, shall be given by regular mail, facsimile, electronic communication, telephone and/or personal delivery. If notice is given by telephone or personal delivery, it shall be given not less than three (3) days before the Meeting. If notice is given by regular mail, facsimile or electronic communication, it shall be given not less than five (5) days before the meeting.

Section 9. *Waivers of Notice.* Notice of any meeting of the Board of Directors need not be given to any Director who submits a signed waiver of notice, by regular mail, electronic mail, facsimile or personal delivery, to the Board, the President or the Secretary, either before or after the meeting, or who attends the meeting without protesting prior to formal commencement, the lack of formal notice.

Section 10. *Quorum.* A quorum shall be required for the legal and proper conduct of the business of the Board of Directors. Nine (9) Directors shall constitute a quorum for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Directors.

Section 11. *Organization.*

11.1. *President.* At all meetings of the Board of Directors, the President, or, in his/her absence, the Vice-President, or, in his/her absence, another Director chosen by the Board shall preside.

11.2. *Secretary.* At all meetings of the Board of Directors, the Secretary, or, in his/her absence, another Director chosen by the Board shall act as secretary of the Meeting.

Section 12. *Voting.* Each Director shall have one (1) vote for the transaction of any other business considered by the Board of Directors.

Section 13. *Parliamentary Law.* In all matters of parliamentary procedure not covered or contradicted by these By-Laws, or applicable statute, regulation or contractual obligation, Roberts Rules of Order, newly revised, shall be used as a guideline in answering all questions of proper parliamentary procedure.

Section 14. *Action by the Board of Directors.*

14.1. *Action Defined.* Except as otherwise provided by statute and/or these By-Laws, an “act,” or “action,” of the Board of Directors shall mean an action at a Meeting of the Board authorized by vote of a majority of the Directors present at the time of the vote, provided a sufficient quorum is present.

14.2. *Written Unanimous Consent.* Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if the Entire Board submits to the Secretary of The Association, or his/her designee, a written consent, delivered by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Board.

14.3. *Electronic Communication.* Any, or all, Director(s), or committee member(s), may participate in any meetings of the Board of Directors, by means of a conference telephone, electronic video screen communication 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 a meeting of the Board.

Section 15. *Presumption of Concurrence.*

15.1. *Meeting Participation.* A Director who participates in a meeting of the Board of Directors at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Director:

- i. assures that his/her dissent is entered in the minutes of the meeting;
- ii. files a written dissent to such act or action with the Secretary of the meeting before the adjournment thereof, or;
- iii. forwards a written dissent, by regular mail, facsimile, electronic communication or personal delivery, to the Secretary, immediately after the adjournment of the meeting.

15.2. *Meeting Absence.* A Director who is absent from a meeting of the Board at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Director:

- i. forwards a written dissent, by personal delivery and/or registered mail, to the Secretary; or, a personally delivers, or, sends by registered mail, his/her written dissent thereto to the Secretary; or,
- ii. assures that his/her dissent is entered in the minutes of the meetings of the Board within a reasonable time after learning of such action.

Section 16. *Attendance.* A Director who has missed three-quarters (3/4s) of the Meetings of the Board of Directors within the calendar year shall be asked to resign. In the event it is determined that a given Director will not fulfill the meeting requirement if he or she is not present at the next scheduled Regular Meeting of the Board, the Secretary shall submit a notice, by regular mail, facsimile and/or electronic mail, to such a Director advising him/her that if he/she does not attend said Meeting, a motion to this effect will be made for his/her permanent removal.

Section 17. *Execution of Checks, Drafts, and Money Orders.*

The Board of Directors shall adopt a policy designating approved signatories on The Association checking account. Any check over the amount of \$2,500 shall require two signatures and written approval of the President.

ARTICLE V.

Officers

Section 1. *Officers, Appointment & Term.* The voting Membership of the Association shall elect by majority vote a President, Vice President, Secretary, and Treasurer, who shall be given such duties, powers and functions as hereinafter provided. Officers shall be elected to hold office for three (3) years from the date of appointment. Each Officer shall hold office for the term for which he/she is appointed and until his or her successor has been appointed.

1.1. *Nominations.*

- a. Each nominee shall be a member in good standing.
- b. Nominations for all elective offices in the Association shall be made by the Nominating Committee and reported to the Board of Directors and the slate of such nominees shall be sent to each member of the Association for their information.
- c. Nominations for any elective offices may be made from the floor at the Annual Meeting.

1.2. *Elections.*

- a. Election of the Officers, and Membership representatives to the Board of Directors, shall take place at the Annual Meeting of the Association. The Report of the Nominating Committee shall be presented and a vote of a majority of members present shall constitute election of those nominated.
- b. In the event of a contested election, a written ballot shall be provided. Tellers may be appointed by the President to count the ballots. The candidate who receives a plurality of the votes cast for the position for which he or she has been nominated, shall be declared elected.
- c. Newly elected Directors and Officers shall assume their respective offices, at the beginning of the fiscal year.

Section 2. *Suspension, Removal, Resignation.* Officers serve at the discretion of the Board of Directors. Any Officer may be suspended or removed for cause by a majority vote of the Board. In the event of a vacancy arising from the resignation, suspension, removal, incapacitation or death of an Officer, the President of the Board shall appoint an acting successor to fill the un-expired term. This appointment shall be confirmed by a majority vote of the Entire Board within the next two (2) Regular Meetings.

Section 3. *Duties.*

3.1. *President.* The President shall be the principal volunteer executive officer of The Association and shall in general monitor and supervise the business and affairs of The Association. He/she shall preside at all meetings of the Board of Directors and shall be a non-voting ex-officio member of all Committees of the Board and Committees of The Association, unless otherwise precluded by statute, regulation and/or these By-Laws. The President shall not be a member of the Nominating Committee. The President is authorized to sign any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, these By-Laws and/or applicable regulation or statute to some other Officer or agent of The Association. The President shall sign and clearly define via contract the duties of contracted positions. The President is the sole Officer or Director authorized to speak on behalf of The Association, unless the President and/or the Board of Directors have otherwise delegated such authority to another Officer, Director and/or

representative or otherwise directed by these By-Laws. The President shall perform such other duties as from time-to-time may be assigned to him/her by the Board.

3.2. *Vice President.* In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

3.3. *Secretary.* The Secretary shall generally be responsible for assuring that the records of The Association are properly recorded, documented and stored and that all informal or formal notices that may be issued by The Association are tendered in a manner in compliance with all applicable statutes, regulations, contracts, ethical obligations, the Certificate of Incorporation, as may be amended, and these By-Laws. The Secretary shall assure that the minutes of the meetings of the Board of Directors, and Committees of the Board, if any, are properly recorded, documented and stored; keep a record of the post office address, telephone number and, when possible electronic address of each Member, Director, Officer and member of a committee who does not serve on the Board, if any; notify Directors of election and members of committees of appointment; and, generally serve as custodian of the records of The Association. He/she may delegate recording, documentation and storage and other duties, as deemed appropriate, to other Officers, excepting the President, Directors, or employees of The Association. The Secretary shall keep a membership roll containing the names, alphabetically arranged, of all persons who are Members of The Association, showing their places of residence and the time when they became Members. The Secretary shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board. Any of the duties of the Secretary may be alternatively assigned to the Executive Director at the discretion of the Board of Directors.

3.4 *Treasurer.* The Treasurer shall be responsible for the supervision and accounting of all funds received or expended by the by The Association and shall keep the Board of Directors informed on all pertinent financial matters. The Treasurer shall perform other duties as from time-to-time may be assigned to him/her by the President and/or the Board. Additional duties include:

- a. Prepare an annual budget for consideration and action by the Board of Directors.
- b. Render a statement of accounts annually with 90 days of the close of the fiscal year, or when requested by the Board of Directors.
- c. Upon expiration of the term of office deliver to the elected successor in office all books, monies, and other property of the Association.
- d. The Treasurer shall be assisted by the Executive Director in such duties as may be deemed appropriate by the Board of Directors.

ARTICLE VI.

Committees

Section 1. *Committee Types & General Authority & Responsibilities.* The Board of Directors may permissibly charge committees to perform various functions on behalf of The Association in either of the two (2) available types: Committees of the Board and Committees of The Association. Each Committee of the Board and Committee of The Association, and every member thereof, shall serve at the pleasure of the Board. All Committees shall keep minutes of all proceedings, to be regularly submitted to the Secretary for subsequent distribution to the Entire Board, and report to the Board, at its next scheduled Regular Meeting, all activities and determinations.

The President, shall appoint the Chairperson of all committees, except the Nominating and Membership committees, with the consent of the Board.

Section 2. *Committees of the Board.* Committees of the Board of Directors shall be comprised solely of, at least, three (3) voting Directors elected by majority vote of the Entire Board and shall have either standing authority and/or may be designated specific authority from time-to-time by the Board to take action within statutory limitations that would legally bind the Board and/or The Association. No Committee of the Board shall have authority in the following matters:

- i. submission to Members, if any, of any act, or action, requiring Members approval by statute and/or these By-Laws;
- ii. filling of vacancies on the Board, or in any of its various Committees;
- iii. fixing of compensation for Directors, or members of its various Committees;
- iv. authorization of any form of Fundamental Corporate Change, as set forth in these By-Laws, including, but not limited amendment, or repeal, of these By-Laws or the adoption of new By-Laws; and/or,
- v. amendment, or repeal, of any resolutions of the Board, which by its terms, shall not be capable of amendment or repeal.

The Board shall appoint, at least, three (3), Directors and/or to serve on the following standing Committee of the Board: Executive. The Board, by resolution adopted by the majority of the Entire Board, may designate additional standing Committees of the Board, with such authority as the applicable resolution shall provide.

Section 3. *Committees of The Association.* Committees of The Association shall be comprised of, at least, three (3) individuals elected by majority vote of the Entire Board and shall either have standing authority or may be designated specific authority from time-to-time by the Board. Committees of The Association are advisory in nature and cannot under any circumstances take actions that bind the Board and/or The Association.

The Board shall appoint, at least, three (3) voting Directors and/or non-Directors, to serve on the following standing Committees of The Association: Nominating, Communications and Membership, Policy and Advocacy, and Events and Education.

The Board, by resolution adopted by the majority of the Entire Board, may designate other standing, or *ad hoc*, Committees of The Association, with such authority as the applicable resolution shall provide.

Section 4. *Qualifications.* The Board of Directors may establish or waive qualifications for committee membership at its discretion, provided any such modifications are, otherwise, consistent with the terms of these By-Laws and/or applicable statute, regulation and/or contractual obligation, as appropriate.

Section 5. *Meetings.* Meetings of committees, of which no formal notice shall be necessary, shall be held at such time and place as may be fixed by the President or the Chair of the applicable Committee or by majority vote of the members of the committee.

Section 5. *Meetings.* Meetings of committees, of which no formal notice shall be necessary, shall be held at such time and place as may be fixed by the President or the Chair of the applicable Committee or by majority vote of the members of the committee.

Section 6. *Quorum and Manner of Acting.* Unless otherwise provided by resolution of the Board of Directors, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of the committee shall be the act of the committee. The procedures and manner of

acting of all committees shall be subject at all times to the direction of the Board. All committees shall maintain appropriate minutes of their meetings in an effort to document proper and appropriate oversight.

Section 7. *Committee Descriptions.*

7.1. *Executive Committee.* The Executive Committee shall be comprised of the elected Officers of The Association, President, Vice-President, Secretary and Treasurer; and the immediate past president of the Association. The President shall serve as the Chair of the Executive Committee. The Executive Committee shall maintain surveillance of the operations and affairs of The Association and shall be empowered to conduct the business of the Association between meetings of the Board of Directors within the established policy of the Association. Meetings of the Committee may be called by the Chair or by any three (3)-members of the Committee. The Committee shall recommend to the Board of Directors the adoption and implementation of new or modified policies; and have such other responsibilities and duties as may from time to time be delegated to it by the Board of Directors.

7.2. *Nominating Committee.* Composition and duties include:

- a. The immediate past President shall chair the Nominating Committee and shall appoint its members, however, each region into which the State has been divided, shall have at least one (1) representative on the Committee.
- b. The Committee shall solicit and consider suggestions from the members of the Association for nominations to all elective offices in the Association, but such suggestions shall not be binding upon the Committee.
- c. The Committee shall prepare an appropriate slate of candidates for election at the annual meeting of the Association. All candidates must be members in good standing at the time of election.
- d. The Committee shall perform such other duties as from time-to-time may be assigned by the President and/or the Board.

7.4. *Communications and Membership Committee.* Composition and duties include:

- a. The Committee shall solicit and consider suggestions from the members of the Association for candidates for membership.
- b. The Committee shall actively recruit members from the full spectrum of individuals and organizations actively interested in the health and welfare of the residents of New York State, and supportive of the purposes of the Association.
- c. The Committee shall perform such other duties as from time-to-time may be assigned by the President and/or the Board.

7.5. *Policy and Advocacy Committee.* Composition and duties include:

- a. The Committee shall solicit and consider suggestions from the members of the Association for an annual policy agenda.
- b. The Committee shall assist the President and Executive Director with responses to requests for support of public health legislation on behalf of the Association.
- c. The Committee shall perform such other duties as from time-to-time may be assigned by the President and/or the Board.

7.6. *Events and Education Committee.* Composition and duties include:

- a. Board member or Executive Director, unless otherwise directed by the President, shall chair the Events Committee and recruit its members.
- b. The Committee shall perform such other duties as from time-to-time may be assigned by the President and/or the Board.

ARTICLE VII.

Executive Director Duties & Review of Compensation

Section 1. *Duties.* The Board of Directors shall employ an Executive Director who shall serve as the chief administrative officer of The Association. The Executive Director shall serve in an *ex officio*, non-voting capacity on the Board of Directors and all Committees of the Board and Committees of The Association, unless otherwise precluded by statute, regulation and/or these By-Laws. Although serving in *ex-officio* capacity on the Board, and its various Committees, unless otherwise proscribed, the Executive Director shall serve at the pleasure of the Board and, in so doing, he/she shall have no rights or entitlements to attend meetings of the Board, and/or its various Committees, and/or to receive otherwise stipulated notice applicable to meetings of the Board and/or such Committees. He/she shall be responsible for effectuating the purposes of The Association and assuring proper and compliant implementation of Board policies and directives. In effectuating the forgoing, the Executive Director shall be authorized to form, and appoint various individuals to serve on, *ad hoc* advisory Committees of The Association in order to offer non-binding recommendations to be considered by the Board from time-to-time. The Executive Director is responsible for general charge of the day-to-day affairs of The Association, including the hire, supervision, evaluation and termination of employees and interns. He/she also shall establish up-to-date job descriptions for each job in accordance with the Board approved budget and/or regulatory/contractual requirements. The Executive Director shall perform all other such duties as are incidental to the position and/or established in a Board approved job description or by employment contract.

Section 2. *Review of Compensation.* At least, annually, the Board of Directors, and/or the Executive Committee, shall engage in a compensation analysis of the Executive Director, and, if deemed necessary at the discretion the Board, of any other "Key Employee(s)," to run concurrently with the annual performance evaluation of such employee(s). In order to determine the reasonableness of compensation as it applies to The Association, this compensation analysis shall confirm that:

- i. the compensation to be authorized and awarded is reasonable for the services to be provided to The Association;
- ii. there is no relationship between any of The Association's Directors or Officers and the Executive Director, or any other Key Employee(s) (if applicable), other than one of employment;
- iii. the Executive Director, or any other Key Employee(s) (if applicable), as appropriate, has met, or exceeded, performance expectations; brought value to The Association; and/or provided significant contributions to its growth and development;
- iv. no Director or Officer is a Relative of, or employed by the Executive Director, or any other Key Employee(s) (if applicable), as appropriate, or any entity in which the Executive Director/Key Employee(s) (if applicable) has/have, at least, a thirty-five percent (35%) controlling interest; and,
- v. no Director or Officer has a material financial interest affected by the outcome of the compensation review.

ARTICLE VIII.

Elected Officer & Director Compensation, Reimbursement & Loans

Section 1. *Compensation.* No elected Director, Officer or member of a committee shall receive compensation for his/her services as a Director, Officer and/or member of a committee, but if properly authorized, may permissibly receive other compensation for services that may be rendered to The Association, provided any such compensation is awarded pursuant to all applicable policies and procedures required by statute, regulation and/or these By-Laws. The Board of Directors 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.

1.1. Association Membership. No member of the Association shall receive any salary or compensation unless authorized by the concurring vote of two-thirds of the Board of Directors. However, a member of the Association may be reimbursed for actual and necessary expenses incurred exclusively in the conduct of the business of the Association, when such expenditures are approved in advance by resolution of the Board.

Section 2. Reimbursement. Notwithstanding the mandates of this Article, at the discretion of the Board of Directors, individual Directors, 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 Association.

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

ARTICLE IX.

Fiscal Year & Independent Financial Audit

Section 1. Fiscal Year. The fiscal year of The Association shall commence on the first day of January and conclude on the last day of December.

Section 2. Independent Financial Audit. If required pursuant to stipulated statutory thresholds dictated by revenue annually received and/or other applicable regulation and/or contractual obligation, demanded by the Office of the Attorney General, requested by another regulatory agency or funder as a condition of funding, or otherwise recommended and authorized by the Board of Directors, the accounts of The Association shall be subject to an annual audit report or audit review report prepared by “Independent Auditor” (as defined by Appendix “A”), and conducted in a manner compliant with all applicable statutory, regulatory and contractual obligations, to be overseen solely by “Independent Directors” (as defined by Appendix “A”) serving on either the Board of Directors, or an authorized Committee of the Board.

ARTICLE X.

Fiduciary Duties

Section 1. Duty of Care. All Directors shall exercise the same standard of care that a reasonable person, with similar abilities, acumen and sensibilities, would exercise under similar circumstances at all times. Each Director shall endeavor to understand all, or substantially, all of the consequences of his/her actions and/or the omissions.

Section 2. Duty of Loyalty. No Director shall be permitted to engage in, or condone, any conduct that is disloyal, disruptive, damaging or competes with The Association. No Director shall be permitted to take any action, or establish any interest, that compromises his/her ability to represent The Association’s best interest. All Directors are expected to represent the interests of The Association at all times while serving on the Board.

Section 3. Duty of Obedience. No Director shall be permitted to disobey or publically contradict an authorized decision of the Board.

ARTICLE XI

Statutory Compliance

Section 1. *Definitions.* Should any term, phrase or understanding relative to any topic addressed in these By-Laws and/or the policies of The Association be specifically defined in a document entitled, “By-Law and Corporate Policy Definitions,” a copy of which is annexed hereto, and made a part hereof of these By-Laws as **Appendix “A,”** the stipulated definition of such term in said document shall govern for purposes of interpreting the By-Laws and/or corporate policies.

Section 2. *Conflicts of Interest & Related Party Transaction Protocols.* This Association shall adopt, and at all times honor, the terms of a written Conflicts of Interest & Related Party Transaction Policy to assure that its Directors, Officers and Key Employees act in The Association'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 Conflicts of Interest and Related Party Transactions to the Board of Directors, or an authorized committee, as appropriate.
- ii. *Restrictions.* stipulations that when the Board of Directors, or an authorized committee, as appropriate, is considering a real/potential conflict of interest, 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 Association, 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 Directors, or another authorized committee, as appropriate, for purposes of audit-related consideration.

Section 3. *Conflicts of Interest & Related Party Transaction Conflicts Policy.* The Conflicts of Interest and Related Party Transaction Policy of The Association 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.”** This policy may only be amended, modified or repealed by a two-thirds (2/3) majority vote of the Board of Directors 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 4. *Potential Conflicts Disclosure Statement.* The Potential Conflicts Disclosure Statement of The Association required in order to comply with the mandates of Section 2 of this Article is annexed hereto, and made a part hereof as **Appendix “C.”**

ARTICLE XII.

Prohibited Conduct, Obligation & Related Policies

Section 1. *Prohibited Conduct.* Neither bullying, harassment nor discrimination shall be tolerated by this Association. Any individual bound by these By-Laws who is subject to bullying, abusive behavior, harassment, inappropriate physical touching or suggestive language, unfair behavior or discrimination relating to race, ethnicity, national origin, gender, religion, age, disability, veteran status, marital status, sexual orientation, political or union affiliation, or records of arrests or convictions, or who experiences is encouraged to report it immediately to a member of the Audit & Finance Committee.

Section 2. *Obligations.* Any individual bound by these By-Laws who is aware of conduct that would reasonably violate the terms of Section 1 herein is required report such activity immediately.

Section 3. *Related Policies.* Appropriate policies concerning workplace bullying, harassment or discrimination will be stipulated in the personnel policies and procedures promulgated by The Association. However, nothing in this Article will bind the staff of The Association, who will instead be covered by the procedures contained in their personnel policies and procedures.

ARTICLE XIII.

Indemnification of Directors, Officers & Employees

Section 1. *Indemnification Obligations.* Provided that it first obtains, and subsequently maintains a Directors and Officers (D&O) liability insurance policy with coverage limits deemed reasonably appropriate by qualified professionals, The Association shall indemnify its Members, Directors, 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 Member, Director, Officer, employee or volunteer by court action, or otherwise, by reason of the fact that such person was a Director, Officer, employee or volunteer of The Association and acting in good-faith for a purpose which such person reasonably believed to be in the best interest of The Association, and was not unlawful, unethical or immoral. Any such indemnification 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 "D."*

ARTICLE XIV.

Fundamental Corporate Changes

Section 1. *By-Law Amendment.*

- a. The Bylaws may be amended or repealed, and new Bylaws may be adopted at any meeting of the Board of Directors by a two-thirds (2/3) vote and that a copy of the proposed amendment or amendments, or a copy of the proposed new Bylaws, is sent to each Board member no less than thirty (30) days before the meeting.
- b. The Bylaws may be amended or repealed, and new Bylaws may be adopted, at a special or annual meeting of the members of the Association by an affirmative vote of not less than two-thirds (2/3) of the members present at such meeting, who are entitled to vote at such meeting, providing that:

1. A copy of the proposed amendment or amendments, or a copy of the proposed new Bylaws, is sent to each eligible voting member with a notice of the meeting, at which the proposal or proposals will be considered and acted upon, and
2. The appropriate provisions of Article IV hereof with respect to notice of the meeting have been complied with.
3. A proposed amendment may include an alternative or alternatives, any one of which may be adopted at the meeting.

1.1. *Effective Date of Amendments to the Bylaws.* Each amendment to the Bylaws shall take effect immediately upon its adoption unless otherwise provided by the amendment.

Section 2. *Certificate of Incorporation Amendment.* The Certificate of Incorporation of The Association may be changed or amended, in whole or in part, by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Amendment or Restated Certificate of Incorporation is accepted for filing by the New York Department of State.

Section 3. *Purchase, Lease, Sale, Mortgage or Disposition of Real Property or Other Assets.* In any transaction where the organization endeavors to purchase, mortgage, sell or lease real property of the organization, it will first determine if such transaction constitutes a disposition of “all or substantially all” of its assets and if so shall obtain the consents required by N-PCL Section 510 or these bylaws. In any event where real property is disposed of, same shall not occur except with the consent of a two-thirds majority vote of the entire Board at a regular meeting or special meeting called for that purpose.

Section 4. *Creation of Corporate Affiliate Relationship.* The Association may only enter into any affiliate arrangement, such as a parent/subsidiary relationship with another Association, or form a new Association for purposes of establishing an affiliate relationship, by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership.

Section 5. *Merger or Consolidation.* This Association may be merged or consolidated by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Merger or Consolidation is accepted for filing by the New York State Department of State.

Section 6. *Dissolution.*

6.1. *Procedure.* This Association may be dissolved by resolution passed with a two-thirds (2/3) majority vote of the Directors present at any Annual Meeting or Special Meeting called for that purpose.

The dissolution is effective once all statutory approvals are subsequently secured and a Certificate of Dissolution is accepted for filing by the New York State Department of State.

6.2. *Residual Assets.* In seeking approvals necessary for Dissolution, The Association shall exercise its best efforts to assure that any residual assets shall be donated to another Not-for-Profit Association qualified under Section 501(c)(3) of the Internal Revenue Code with purposes similar to those of this Association.

APPENDIX A—By-Law & Corporate Policy Definitions

1. **Affiliate-** means any entity controlled by, or in control of, The Association .
2. **Charitable Corporation-** Any Not-for-Profit Association formed, or deemed to be formed, for charitable purposes, including those formerly considered by the Not-for-Profit Association Law to be Type “B” or “C” Associations, as well as former Type “D” with Charitable purposes.
3. **Director-** means any member of the governing board of The Association , whether designated as director, trustee, manager, governor, or by any other title.
4. **Entire Board -** means the total number of Directors entitled to vote which The Association would have if there were no vacancies. If the By-Laws provide that the Board shall consist of a fixed number of Directors, then the “Entire Board” shall consist of that number of Directors. If the By-Laws provide that the Board may consist of a range between a minimum and maximum number of Directors, then the “Entire Board” shall consist of the number of Directors within such range that were elected as of the most recently held election of Directors, as well as any Directors whose terms have not yet expired.
5. **Independent Auditor-** means any Certified Public Accountant performing the audit of the financial statements of The Association who is not, nor is any member of his/her firm, an Officer, Director, Employee or Volunteer of The Association or has a Relative who is such an individual.
6. **Independent Director-** means a Director who:
 - i. is not, and has not been within the last three (3) years, an Employee of The Association or an Affiliate of The Association and does not have a Relative who is, or has been within the last three (3) years, a Key Employee (as defined by these By- Laws) of The Association or an Affiliate;
 - ii. has not received, and does not have a Relative who has received, in any of the last three (3) fiscal years, more than ten thousand dollars (\$10,000) in direct compensation from The Association or an Affiliate (other than reimbursement for expenses reasonably incurred as a Director or reasonable compensation for service as a Director if permitted by statute and regulation;
 - iii. is not a current Employee of or does not have a substantial financial interest in, and does not have a Relative who is a current Officer of or has a substantial financial interest in, any entity that has made “payments” to, or received “payments” from, The Association or an Affiliate of The Association for property or services in an amount which, in any of the last three (3) fiscal years, exceeds the lesser of twenty-five thousand dollars (\$25,000) or two percent (2%) of such entity's consolidated gross revenue. For purposes of this definition the term “payments” does not include charitable contributions, dues or fees paid to The Association for services which The Association performs as part of its nonprofit purposes, provided that such services are available to individual members of the public on the same terms; or
 - iv. is not and does not have a relative who is a current owner, whether wholly or partially, director, officer or employee of The Association 's outside auditor or who has worked on The Association 's audit at any time during the past three (3) years.
 - For purposes of this definition, the term "payment" does not include charitable contributions, dues or fees paid to The Association for services which The Association performs as part of its nonprofit purposes, provided that such services are available to individual members of the public on the same terms.

7. **Key Employee-** means any person who is in a position to exercise substantial influence over the affairs of The Association, or has been in the prior 5 years.
- A description of relevant factors is at 26 CFR §53.4958-3(e)(2); note, this includes persons who have contributed more than \$5,000, if it exceeds 2% of total contributions that year, in any of the five most current tax years.
8. **Member-** means any person afforded rights, entitlements or obligations with respect to the governance and operations of The Association, as identified in the By-Laws and/or the Certificate of Incorporation, as may be amended. For instance, if a Membership is authorized to elect Directors or approve By-Laws changes.
9. **Non-Charitable Corporation-** Any Not-for-Profit Association formed, or deemed to be formed, for other than the purposes of a Charitable Association, including, but not limited to one formed for any one, or more of the following non-pecuniary purposes: civic, patriotic, political, social, fraternal, athletic, agricultural, horticultural, or animal husbandry, or for the purpose of operating a professional, commercial, industrial, trade or service association, including those formerly considered by the Not-for-Profit Association Law to be Type “A” Associations, as well as former Type “D” with Non-Charitable purposes.
10. **Officer-** means any director, trustee, manager, governor, or by any other title, any individual holding an office of The Association identified in the Certificate of Incorporation and/or By-Laws.
11. **Related Party-** means:
- i. any Director, Officer or Key Employee of The Association or any Affiliate, or any other person who exercises the powers of directors, officers or key employees over the affairs of The Association or any affiliate of The Association ;
 - ii. any Relative of any individual described in clause (i); or
 - iii. any entity in which any individual described in clauses (i) and (ii) herein has a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership or professional Association, a direct or indirect ownership interest in excess of five percent (5%).
12. **Related Party Transaction-** means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which The Association, or any Affiliate, is a participant. 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 Association .
13. **Relative-** of an individual means his or her spouse, domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and/or great-grandchildren.

APPENDIX B—Board of Directors Conflicts of Interest Policy & Related Party Transactions 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 Directors 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 Directors, excluding any Directors 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 Association and another individual or entity that confers a direct, substantial benefit to any Related Party, as defined herein. The following circumstances shall not be considered a Conflict of Interest for purposes of interpretation of this definition or consideration of a Conflict of Interest by the Board of Directors:

- i. the current, or prior, service of an Officer, Director or Key Employee of this Association, or a Relative thereof, all as defined herein, as an officer, director, trustee, key employee or partner, or the equivalent thereof, of any corporate entity that is: considered to be an Affiliate, as defined herein; otherwise controlled by, or controls, this Association, and/or; an Affiliate of any corporate entity controlled by, or that controls, this Association, or;
- ii. the current, or prior, receipt by an Officer, Director or Key Employee of this Association, or a Relative thereof, of goods or services offered by this Association that are generally made available to other similarly-situated individuals, provided that the recipient does, has not, received any form of preferential treatment as a consequence of his/her relationship with this Association.

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 Association.

- 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 Association, 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 Directors:

- i. the current, or prior, service of an Officer, Director or Key Employee of this Association, or a Relative thereof, all as defined herein, as an officer, director, trustee, key employee or partner, or the equivalent thereof, of any corporate entity that is considered to be an Affiliate, as defined herein; otherwise controlled by, or controls, this Association, and/or; an Affiliate of any corporate entity controlled by, or that controls, this Association, or;
- ii. the current, or prior, receipt by an Officer, Director or Key Employee of this Association, or a Relative thereof, of goods or services offered by this Association that are generally made available to other similarly-situated individuals, provided that the recipient does not, or has not, received any form of preferential treatment as a consequence of his/her relationship with this Association.

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 Association.

c. Related Party. A "Related Party" means any:

- i. Officer, as defined by statute;
- ii. Director, as defined by statute;
- iii. Key Employee, as defined by statute;
- iv. founder of The Association;
- v. individual who has made substantial monetary contributions to The Association;
- vi. Relative, as defined by statute, of an Officer, Director, Key Employee, founder or substantial contributor;
- vii. partnership or professional Association where an Officer, Director or Key Employee, or a Relative thereof, directly or indirectly, has an ownership interest in excess of five percent (5%);
- viii. entity where an Officer, Director or Key Employee, or a Relative thereof, directly or indirectly, holds a thirty-five percent (35%), or greater, ownership or beneficial interest; or,
- ix. corporate entity where an Officer, Director or Key Employee, or a Relative thereof, serves as an officer, director, trustee, key employee or partner, or the equivalent thereof.

3. *General Disclosure.*

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

4. *Specific Disclosure.*

If at any time during his or her term of service, a Director, Officer or Key Employee (each as defined by Appendix "A") 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 Directors, or an authorized committee thereof, as appropriate, the material facts concerning such interest.

5. *Process of Review.*

Unless the Board of Directors elects to directly assume such responsibility, the Audit and Finance 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, Director or Key Employee of this Association, or a Relative thereof, all as defined by statute, as an officer, director, trustee, key employee or partner, 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 Association, and/or; iii) is an Affiliate of any corporate entity controlled by, or that controls, this Association, 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 by the Board of Directors.

7. *Personal Benefit from Common Transactions.*

The current, or prior, receipt by an Officer, Director or Key Employee of this Association, or a Relative thereof, of goods or services offered by this Association that are generally made available to other similarly-situated individuals, shall not 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, by the Board of Directors, provided that the recipient does not, or has not, received any form of preferential treatment as a consequence of his/her relationship with this Association.

8. *Standard of Review.*

For purposes of this policy, amongst the considerations of the Board of Directors, the Audit and Finance 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.

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

The Association 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 to be fair, reasonable and in The Association's best interest at the time of such determination.

10. *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 Directors, the Audit and Finance 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 (2/3s) majority vote of the Directors 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, Directors, 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.

11. *Restrictions.*

With respect to any Conflict of Interest and/or Related Party Transaction, or any other conflicted matter, considered by the Board, the Audit and Finance 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.

12. Recognized Exceptions.

Although not stipulated in statute, the Charities Bureau of the New York State Office of the Attorney General has advised that a certain transaction that might, by definition, be considered a Conflict of Interest and/or a Related Party Transaction need not necessarily be subject to, otherwise applicable, contemporaneous documentation requirements stipulated herein as a consequence of it being a matter that would not customarily require the action or approval of the Board of Directors. As a consequence of the foregoing, while all other obligations of this policy remain in effect, The Association need not contemporaneous document, or disclose for auditing purposes, any of the following:

- i. *de minimis* transactions — transactions being of a small size relative to this Association’s budget and assets, which would customarily fall below the threshold of review by the Board of Directors;
- ii. ordinary course of business transactions — transactions or activities that are undertaken in the ordinary course of business by staff of this Association, as consistent with either past corporate or sector practices;
- iii. mission-focused transactions — transactions involving benefits provided to a Director solely as a consequence of his/her membership in a class of individuals that The Association intends to benefit in accomplishing its mission, provided any such transactions are authorized in good-faith, without any undue benefit to the conflicted, or otherwise interested, Director, and/or,
- iv. compensation-related transactions — transactions related to compensation, or reimbursement of a Related Party, or otherwise conflicted Director, for reasonable expenses incurred on behalf of this Association.

Nothing herein shall be interpreted so as to permit or authorize a Related Party, or otherwise conflicted Director, to attempt to improperly influence the decision-maker(s) or reviewer(s) in a given Related Party Transaction, or other conflicted matter.

13. Audit-Related Disclosure.

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted Director 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 Directors, or the chair an authorized committee thereof, as appropriate, in an effort to assure that they are properly considered for auditing purposes.

14. Nepotism.

If a “Relative” (as defined by Appendix “A”), or a household member, of an employee or Director is considered for employment or retention by The Association as an employee or contractor, a presumption of a Conflict of Interest and Related Party Transaction is created. The terms of this Conflicts of Interest and Related Party Transaction Policy will govern the consideration of such a matter. In cases where a Related Party, or household member of a conflicted individual, is found to be the best candidate for a given position and is hired as an employee or retained as a contractor, The Association shall document that the employee/contractor is qualified and paid a reasonable salary/rate in accordance with other corporate employees and contractors. In addition, such employee or contractor shall not be supervised by, or be in the line of supervision of, the Related Party or conflicted household member.

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

—Code of Ethical Conduct—

This Association 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 Director, Officer and Key Employee (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 Association
- assure compliance of The Association with respect to all applicable statutes, regulations and contractual requirements
- respect and fully support the duly-made decisions of the Board of Directors in accordance with all applicable fiduciary duties, including those related to care, loyalty and obedience
- respect the work and recommendations of committees, which are duly charged and have convened and deliberated accordingly
- work diligently to ensure that the Board fully assumes its role as a policy-making, governing body
- understand that the Executive Director, as The Association’s chief administrative officer, has the sole responsibility for the day-to-day management of The Association—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 Directors and assigned committees
- remain informed of all matters, including financial, 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 Association, those binding decisions that violate the legal, fiduciary or contractual obligations of The Association
- do not fully commit to vote a particular way on an issue before participating in a deliberation session in which the matter is discussed and action taken.
- act in ways that do not interfere with the duties or authority of staff

Conflict of Interest, Representation & Confidentiality

- represent the best interests of The Association 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 Association
- conform to the procedures for such disclosure and actions as stated in the By-Laws or otherwise established by the Board of Directors
- 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 Director’s affiliation with The Association.

- publicly support and represent the duly made decisions of the Board
- always speak positively of The Association when communicating with current and potential stakeholders and constituencies
- not take any public position representing The Association on any issue that is not in conformity with the official position of The Association
- 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.

- speak clearly, listen carefully to and respect the opinions of fellow Directors and Key Employees
- promote collaboration and partnership among all Directors
- maintain open communication and an effective partnership with The Association's Officers and various committees, if any
- remain "solution focused," offering criticism only in a constructive manner
- 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
- always work to develop and improve one's knowledge and skills that enhances one's abilities as a Director

—Annual Potential Conflicts Disclosure Statement—

As a Director or Officer or Key Employee of The Association, prior to your being seated on the Board of Directors or commencing employment with The Association, 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. With regard to this Conflicts Disclosure Statement, be advised, all material terms identified by quotation marks are defined by Appendix “A” of the By-Laws of The Association, which is entitled “By-Law & Corporate Policy Definitions.”

please mark ‘Yes’ or ‘No’ & provide additional information when requested

Financial Information Return Disclosure

Responses to the following questions are required in order 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 employee, 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 Association a direct or indirect ownership interest in excess of 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 Association?

x

_____	_____	
No	Yes	If <i>Yes</i> , briefly describe below & attach a detailed explanation

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 Association 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 Employee” of The Association?

x

_____	_____	
No	Yes	If <i>Yes</i> , briefly describe below & attach a detailed explanation

Independent Director Assessment Disclosure.

In order to qualify as an “Independent Director,” as defined by the New York Not-for-Profit Association Law, an Officer or Director must respond in the negative to each of the following questions, although failure to respond to all questions in the negative shall not necessarily preclude such an Officer or Director from serving on the Board of Directors.

1. Are you currently, or have you been within the last three (3) fiscal years, an employee of The Association, or an “Affiliate” of The Association?

x

No

Yes

If *Yes*, briefly describe below & attach a detailed explanation

2. Do you have a “Relative” who is, or has been within the last three (3) years, a “Key Employee” of The Association or an Affiliate of The Association?

x

No

Yes

If *Yes*, briefly describe below & attach a detailed explanation

3. Have you received, within the last three (3) fiscal years, more than ten thousand dollars (\$10,000) in direct compensation from The Association, or an “Affiliate” of The Association, other than reimbursement for out-of-pocket expenses?

x

No

Yes

If *Yes*, briefly describe below & attach a detailed explanation

4. Do you have a “Relative” who has received, within the last three (3) fiscal years, more than ten thousand dollars (\$10,000) in direct compensation from The Association, or an “Affiliate” of The Association, other than reimbursement for out-of-pocket expenses?

x

No

Yes

If *Yes*, briefly describe below & attach a detailed explanation

5. Are you a current officer or employee of, or do you have a substantial financial interest in, any entity that has made “payments” to, or received “payments” from, The Association or an “Affiliate” of The Association, for property or services in an amount which, within the last three (3) fiscal years, exceeds the lesser of twenty-five thousand dollars (\$25,000) or two percent (2%) of such entity’s consolidated gross revenue. For purposes of this question, the definition the term “payments” does not include charitable contributions.

x

No Yes If Yes, briefly describe below & attach a detailed explanation

6. Do you have a Relative who is a current officer or employee of, or has a substantial financial interest in, any entity that has made “payments” to, or received “payments” from, The Association or an “Affiliate,” for property or services in an amount which, within the last three (3) fiscal years, exceeds the lesser of twenty-five thousand dollars (\$25,000) or two percent (2%) of such entity’s consolidated gross revenue. For purposes of this question, the definition the term “payments” does not include charitable contributions.

x

No Yes If Yes, briefly describe below & attach a detailed explanation

—*Certification*—

I, the undersigned, certify that I have read and understand this Code of Ethical Conduct & 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 Policy of The Association or, otherwise impedes my ability to act as a fiduciary and in the best interests of The Association, except those that may have been disclosed herein.

Brett Harris
Director Signature

6/26/2018
Date

APPENDIX D—Indemnification & Insurance Policy

1. Authorized Indemnification.

Unless clearly prohibited by applicable statute, regulation or these By-Laws, The Association 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 Association, 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 Member, Director or Officer of The Association, or; (b) is serving or served, in any capacity, at the request of The Association, as a Member, Director or Officer of any other Association, 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 Association 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 Association shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of Directors 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 Association shall, on request of any Indemnified Person who is, or may be, entitled to be indemnified by The Association, 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 Association, 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 Association 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 Association, 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 Association or who is or was a volunteer for The Association, 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 Association in any capacity for any other Association, 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 Director 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

Directors 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 Association is required to purchase Directors and Officers (“D & O”) liability insurance coverage. To the extent permitted by law, such insurance shall insure The Association for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Members, Directors, Officers, employees or volunteers of The Association 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 Association.

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 Association with any Member, Director, 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.