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BY-LAWS

NEW YORK COUNCIL OF NONPROFITS, INC.

Article I - Name

The name of the corporation shall be New York Council of Nonprofits, Inc. (hereinafter referred to as “NYCON”). Occasionally, and in the management and Board of Director’s discretion, the corporation may also operate doing business as “NYCON” or “Council of Community Services of New York State.”

Article II – Purposes, Territory/Offices & Document Construction

Section 1. Mission.

The mission of the NYCON is to develop and promote an effective and vibrant charitable nonprofit community throughout New York State. This is accomplished by strengthening organizational capacity, being an advocate and unifying voice, informing philanthropic giving, and conducting research and planning to demonstrate relevance and impact.

This mission will be accomplished through activities related to the following as stated in the Corporation’s Certificate of Incorporation as amended:

a. Developing and operating common and group-buying services benefiting charitable nonprofit organizations;

b. Providing governance and management consultation, training and consultation to charitable nonprofits;

c. Conducting community planning, evaluation and research designed to promote a responsive service delivery system;

d. Conducting community education and advocacy;

e. Encouraging the development of local or regional community planning councils;

f. Promoting and enabling donor choice and education in community philanthropy, and;

g. Acting as a fiscal agent for charitable groups whose purpose and activities are consistent with Nonprofit Internal Revenue Code 501(c) 3 tax-exempt organizations.

Section 2. Territory & Offices.

The territory in which the overall activities of the corporation are principally to be conducted consists of the counties within the State of New York. The principal office of the Corporation shall be located in the County of Albany, State of New York. This office shall direct Corporation activities and be the
depository for all Corporation records. The Corporation may also have offices at such other places within the state as the Board may from time to time determine or the business of the Corporation may require.

Section 3. Document Construction.
Any amendment to the purposes of the Corporation must be rendered in accordance with these bylaws and applicable statute. 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. Voting Classes.
The Members of this corporation who shall have voting rights shall be four (4) classes:

1.1. Not-for-Profit Organizations, being non-profit corporations, charitable or otherwise, and unincorporated groups;

1.2. Not-for-Profit Associations, being non-profit corporations; charitable or otherwise, and unincorporated groups that have a dues paying membership that by virtue of this class, shall each be deemed non-voting Members of the New York Council of Nonprofits, Inc.;

1.3. Business Supporters, being for-profit entities; and

1.4. Individual Supporters, being persons.

Section 2. Non-Voting Class.
Non-voting membership to the New York Council of Nonprofits, Inc. may be granted to any or all dues paying members of those in the Not-for-Profit Association class.

Section 3. Dues, Criteria and Procedures.
Dues and the specific criteria for membership, the process of renewal and procedures for application shall be established by the Board of Directors.

Section 4. Term.
Membership for all classes shall be for a term of twelve (12) months commencing and concluding in accordance with policies and procedures established by the Board of Directors.

Section 5. Voting.
Members in the Voting Classes are entitled to vote as follows in the election of the Board of Directors at the Annual Meeting and upon such matters as are properly brought before the membership at such other duly convened meetings, provided they are Members of record on predetermined dates to be established by the Board of Directors.
5.1. **Not-for-Profit Organization.** Each Member shall be entitled to appoint one (1) individual, either a Member of their Board or an Employee, to be a delegate who shall have one (1) vote.

5.2. **Not-for-Profit Association.** Each Member shall be entitled to appoint one (1) individual to be their delegate who shall have one (1) vote. Dues-paying members of the Association shall not have a separate vote, unless they are also a member in good-standing within one of the other classes of membership as defined in Article III or such voting rights existed by virtue of the Association’s membership in the New York Council of Nonprofits, Inc. as of the date of adoption of these By-laws by the Corporation.

5.3. **Business Supporter.** Each member shall be entitled to appoint one (1) individual to be their delegate who shall have one (1) vote.

5.4. **Individual Supporter.** Each member shall be his or her own delegate without power of substitution, who shall have one (1) vote in the election of the Board of Directors at the annual meeting and upon such matters as are properly brought before the member at such other duly convened meetings of the membership.

**Section 6. Quorum.**

A quorum of the membership shall be the lesser of one hundred members or one-tenth the total Membership.

**Section 7. Proxy.**

Members in the Voting Class are able to vote by written Proxy on any matter properly coming before the membership at a duly convened membership meeting. This Proxy will expire by its own operation when the meeting for which it was intended is adjourned, or until such time as it is otherwise revoked. Proxy forms will be provided by the Corporation to the classes of members in the event of a membership meeting or upon request.

**Section 8. Annual Meeting.**

8.1. **Date, Time and Place.** The Annual Meeting of the Members of the Corporation at which all business properly coming before such body is to take place, shall occur in the month of October, at a time and place to be determined by the Board of Directors.

8.2. **Member Vote.** The election of Directors on the Board shall take place at the Annual Meeting with each Not-for-Profit Organization, Not-for-Profit Association, Business or Individual Supporter Member having one (1) vote thereon for or against the nominees proposed by the Board Development Committee of the Corporation.

8.3. **Director Term.** Each Director’s full term will be for three (3) years and shall take effect in the January following their election to the Board of Directors.

8.4. **Director-Elect Orientation Period.** Newly elected Directors on the Board shall have an orientation scheduled between the close of the Annual Meeting and the taking of their seat on the Board of Directors. They may attend all meetings of the Board of Directors between October and December, including Committees of the Corporation thereto. Their participation at these meetings will be in an ex officio, non-voting capacity and is designed to introduce
them to the operation of the Board of Directors of the Corporation. While in attendance at said meetings, their Fiduciary Duty in relationship to confidentiality and the handling of proprietary information shall prevail upon them as though they were voting members of the Board of Directors.

8.5. Officer Elections. At the January meeting of the Board of Directors, Officers shall be elected from the nominees proposed by the Board Development Committee of the Corporation.

Section 9. Special Meeting of the Membership.
Special Meetings of the Membership may be called by the majority vote of the Board of Directors, and by written demand of at least ten-percent (10%) of the Membership. The Agenda for said Special Meeting and the Notice thereto shall be limited to only the action called on by the Board of Directors or the Membership.

Section 10. Suspension or Expulsion of a Member.
10.1. Cause. A Member of the Corporation may be suspended for a period or removed for a cause such as violation of any of the By-Laws of this corporation or for conduct prejudicial to the best interests of the corporation.

10.2. Board Vote. In the event of a proposed suspension of a Not-for-Profit Organization, Not-for-Profit Association, Business or Individual Supporter Member, such action shall be made only upon a two-thirds vote of the Board of Directors at a meeting called for such a purpose provided said individual or organizational member will be given an opportunity to be heard on said member’s behalf at the meeting. In such event, the member shall be notified at least thirty (30) days in advance of the date and purpose of such meeting.

10.3. Member Vote. The Membership at a duly convened Member meeting may remove a Not-for-Profit Organization, Not-for-Profit Association, Business or Individual Supporter Member of the Corporation with or without cause by two-thirds vote, provided that written notice of such possible action is provided to each and every Member at least seven (7) business days prior to the meeting.

Section 11. Written Notice.
Written notice shall be given to Members entitled to vote of each meeting of the Membership. Notices shall state the place, dates and hours of the meeting and, unless it is an Annual Meeting or convention, shall also indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice of a Special Meeting shall also state the purpose or purposes for which it is being called. A copy of the notice of any meeting shall be given, personally, sent via electronic mail to the Members electronic mail address maintained by the Secretary, or by first class mail not less than ten (10) nor more than fifty (50) days before the date of the meeting, or by another class of mail or facsimile or bulk electronic mail to the Members electronic mail address maintained by the Secretary, not less than thirty (30) nor more than sixty (60) days before such date, to all Members entitled to vote at such meeting. If mailed, with postage thereon pre-paid, or sent via electronic mail or facsimile, being evidenced with by a carbon copy of the electronic mail or deposit in the electronic mail “sent” folder maintained for said purposes, or a facsimile receipt, such notice is given when deposited in the United States mail or when sent via electronic mail or facsimile directed to the
Member at the Member’s address as it appears on the record of Members, or if the Member has filed
with the Secretary a written request, in mail via electronic mail or via facsimile, that notices to the
Member be mailed to some other address, then directed to the Member at such other address. If
not successfully transmitted electronically after two (2) attempts, the Member will be notified by
personal contact or mail.

**Article IV - Board of Directors**

**Section 1. Elective and Non-Elective Members.**

1.1. **Number.** The management and administration of the affairs of this corporation shall be
exercised by a Board of Directors between nine (9) and twenty-seven (27) elected Directors
(including Officers), of which we shall strive to elect one-third of the director seats occupied
each year by a majority vote of the Membership as detailed in Article III, shall serve until their
successors have been duly elected and qualified.

1.2. **Term Limitations.** Directors shall serve for more than three (3) successive full three (3) year
terms. Directors shall not be eligible for re-election for, at least, a one (1) year after the
expiration of their third term of office. With the exception of the Chair, Directors who are
elected as Officers, shall vacate their current terms as Directors. If there are remaining years
on their terms, they shall be eligible to for re-election to fulfill any such terms.

**Section 2. Vacancies.**
The Board of Directors shall by two-thirds vote of the entire Board fill any vacancy on the Board of
Directors for the remainder of the unexpired term.

**Section 3. Meetings.**

3.1. **Regular Meetings.** The Board of Directors shall strive to meet, at least, five (5) times annually.

3.2. **Meeting Schedule.** At its January meeting the Board shall determine its schedule of regular
meetings for the coming year. This schedule shall serve as notification of all regular meetings
of the Board of Directors.

3.3. **Meeting Chair.** The Chair of the Board or the Vice-Chair as stated in Article V., Section 1.2,
shall preside over the general and Special Meetings.

3.4. **Adjournment.** A majority of Directors present, whether or not a quorum is present, may
adjourn any meeting to another time and place. Notice of the adjournment shall be given to
all Directors who were absent at the time of the adjournment, and unless such time and place
are announced at the meeting, to the other Directors.

**Section 4. Electronic Communication and Attendance at Board Meetings.**
Directors may participate in any Board of Directors Meeting via a teleconference telephone or similar
means of electronic communication, provided that the means utilized allow all participants of the
Meeting to hear each other and be heard at all times.
Section 5. Action without a Meeting.
Actions may be taken by the Board without a meeting if all Directors voted unanimously, without abstention in the affirmative for the proposition or resolution in writing.

Section 6. Special Meeting of the Board.
Special meetings of the Board shall be held upon three (3) business days’ notice to each Director either personally, by mail or by electronic notice. These shall be called by the Chair of the Board or by written request of five Directors of the Board. Notice of a meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

Section 7. Quorum.
Fifty-one percent (51%) of the voting Directors of the Entire Board shall constitute a quorum.

Article V - Officers

Section 1. Election of Officers.
The Officers are elected by a majority of the entire Board of Directors at their regular meeting in the month of January. There shall be five (5) volunteer Officers of the Board of Directors for the Corporation – Chair, Vice-Chair and Second Vice-Chair, Treasurer and Secretary. The Chief Executive Officer, along with the Chief Fiscal Officer and the Chief Operations Officer shall each be the only compensated ex-officio, non-voting Officers of the Corporation.

Section 2. Terms
Officers are elected for one (1) year terms and serve a maximum of two consecutive for each respective office unless the Board, upon the recommendation of the Board Development Committee, elect an officer to serve a third (3rd) term by a two-thirds (2/3rds) vote of the entire Board.

2.1. Chair. The Chair of the Board of Directors shall be the principal volunteer executive Officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He/she shall preside at all meetings of the members and of the Board of Directors. The Chair, the Secretary or any other proper officer of the Corporation authorized by the Board of Directors may sign any deeds, mortgages, bonds, contracts or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors by these By-laws or by statute to some other Officer or agency of the Corporation. The Chair is the sole member of the Board of Directors that can speak on behalf of the Corporation unless the Chair and/or the Board of Directors have otherwise delegated that authority or authority is granted otherwise within these By-laws. In general, the Chair shall perform all duties as may be prescribed by the Board of Directors from time to time.

2.2. Vice-Chair. In the absence of the Chair, or in the event of his/her inability or refusal to act, the volunteer First Vice-Chair, or in the absence of the First Vice-Chair, or in the event of his/her inability or refusal to act, the Second Vice-Chair, shall perform the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the
Chair. Any Vice-Chair shall perform such other duties as from time to time may be assigned to him/her by the Chair and/or the Board of Directors.

2.3. Secretary. The Secretary shall ensure that the minutes of the meetings of the Members, the Board of Directors and its Committees are recorded and maintained in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-laws or as required by law, and be custodian of the corporate records of the Corporation. The Secretary shall keep a register of the post office address, telephone number and, where appropriate electronic address of each member and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chair and/or the Board of Directors. In addition, the Secretary or his/her designee shall notify Members of their election to office or their appointment to Committees and keep a record of the transactions of the Corporation. The Secretary may delegate recording and other duties as he or she may deem appropriate.

2.4. Treasurer. The Treasurer shall be responsible for the supervision of all monies received or expended by the Corporation and shall keep the board informed on all pertinent financial matters. The Treasurer shall provide a financial report at all regular meetings of the Board of Directors in a format prescribed by the Board; shall serve as the Board’s liaison with the Independent Auditor; and shall serve as a Member of the Audit, Finance and Compliance Committee. In general, the Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Chair or by the Board of Directors.

2.5. Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer who shall be, as a “Key Employee,” defined by the IRS and New York State Not-for-Profit Law, responsible for the general charge, oversight and direction of the administrative and program affairs and operation of the corporation in accordance with the job description and/or contract approved by the Board of Directors and the Boards’ directives and policies. He/she shall select, supervise, and terminate Employees within those policies, and shall perform such other duties as the Board may delegate, including performing any and all of the functions necessary and proper to effectively carry out the aims, mission, and objectives of the Corporation.

2.6. Chief Fiscal Officer. The Chief Fiscal Officer is hired by the Chief Executive Officer as a “Key Employee” and shall be responsible for the general charge of the fiscal affairs of the Corporation, working closely with the Chief Executive Officer, the Treasurer and related Committees. Subject to the approval of the Chief Executive Officer, he/she shall select and supervise the assigned Employees, and shall perform such other duties as stated in the job description and as the Chief Executive Officer may delegate.

2.7. Chief Operations Officer. The Chief Operations Officer is hired by the Chief Executive Officer as a “Key Employee” and shall be responsible to assist him or her in overall management of the Corporation as stated in the position’s job description and/or as directed. He or she shall have the authority of the Chief Executive Officer as delegated or in his or her short or long term absence, in accordance with established policies.
Article VI – Vacancies and Removal of Directors and Officers

Section 1. Board.

1.1. Resignation. Directors who seek to voluntarily resign their positions are to submit a written letter of resignation to the Chair or the Secretary. The resignation does not take effect until it has been approved by a majority of the Board of Directors or the Executive Committee.

1.2. Unexcused Absence. Unexcused absence is defined as a Director who has not provided advance notice to the Board of his or her inability to attend a board meeting. In the event a Director has an unexcused absence of three (3) or more times during a calendar year, the Director will be immediately considered as having resigned his or her position on the Board. Directors who are unexcused shall be stated as such in the meeting minutes.

1.3. Vote to Remove. The Board of Directors at a duly convened board meeting may remove a Director with or without cause by two-thirds vote of the entire Board, provided that written notice of such possible action is given to the entire Board at least seven (7) business days prior to the meeting.

1.4. Appointment. In the event of the death, resignation, or removal of a Director, the Board shall appoint an acting successor to fill the un-expired term upon nomination by the Board Development Committee.

Section 2. Officers.

2.1 Vote to Remove. The Board of Directors at a duly convened board meeting may remove an Officer with or without cause by simple majority vote, provided that written notice of such possible action is provided to the entire Board at least seven (7) business days prior to the meeting.

2.2 Appointment. In the event of the death, resignation, suspension or removal of an Officer, the Board shall appoint an acting successor to fill the un-expired term upon nomination by the Board Development Committee.

Article VII - Committees

Section 1. Committee Types, Authority and Appointments.

There shall be two types of Committees – Committees of the Board (Standing Committee) and Committees of the Corporation (Ad Hoc).

1.1. Committees of the Board (Standing Committees). Committees of the Board of Directors are comprised solely of at least three (3) voting Directors 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 or the Corporation as a whole. These Committees shall be the Executive Committee; Audit, Finance and Compliance Committee; and Program, Services and Policy Committee.
1.1.1. **Executive Committee.** The Executive Committee shall be comprised of the elected Officers of the Corporation, to wit: Chair, Vice-Chairs, Secretary and Treasurer, and Chairs of all Committees of the Board and those Committees of the Corporation that are stated in these By-laws. The Board Chair shall serve as Committee Chair and meetings can be called by the Chair or by any three (3) Members of the Committee.

The Executive Committee shall:

a. Maintain surveillance of the business and affairs of the Corporation between meetings of the Board;

b. Be empowered to take binding action within the restrictions of statute, these By-laws and/or specific board resolution;

c. Be responsible for annually evaluating and recommending total compensation for the Chief Executive Officer to the entire Board in accordance with applicable law, regulations and policies established by the Board;

d. Not, without specific authorization by the Board of Directors, hire, contract or amend an existing contract with, or terminate the Chief Executive Officer;

e. Submit a report of its actions in a timely manner to the Board at or before all regularly scheduled or special meetings of the Board; and

f. Maintain and distribute meeting minutes to the Board in a timely manner.

1.1.2. **Audit, Finance and Compliance Committee.** The Audit, Finance and Compliance Committee shall be elected, including the Committee Chair, by the majority of the entire Board of Directors upon nomination by the Board Chair and shall consist solely of “Independent Directors” as defined in statute. The Treasurer shall serve as a member of the Committee but shall not serve as its Chair. The Committee does not have standing authority to take action that binds the Board or the Corporation but may take such action in specific circumstances if so authorized by the Board and permitted by statute.

The Committee shall:

a. Work with management to develop and recommend a budget for approval by the Board of Directors;

b. Propose and monitor the implementation of financial and investment policies;

c. Review any and all external audits;

d. Periodically conduct the bidding process for the Certified Independent Audit and make recommendations accordingly to the Board;

e. Review with the Independent Auditor the scope and planning of the audit prior to commencement and make itself available for communications with the auditor during the process;

f. Annually assess the performance and independence of the Auditor;

g. Prepare and recommend to the Board a written response addressing any and all deficiencies or improvements cited in external audits including required communications for the independent audit;
h. Oversee the compliant implementation of the Corporation’s conflict of interest provisions, including “Related Party Transactions”, and whistleblower provisions as stated herein and/or board-approved policy;

i. Oversee and recommend amendments to the personnel policies; and

j. Maintain and distribute meeting minutes to the Board in a timely manner.

1.1.3. Programs, Services and Policy Committee. The Program, Services and Policy Committee shall be elected, including the Committee Chair, by a majority of the entire Board of Directors upon nomination by the Board Chair. The Committee shall regularly monitor and assess the effectiveness of the Corporation’s mission-based activities including membership, capacity building, community planning and government relations. The Committee does not have standing authority to take action that binds the Board or the Corporation but may take such action in specific circumstances if so authorized by the Board and permitted by statute.

The Committee shall:

a. Advise management on program strategies and operational activities;

b. Make recommendations to the Board of Directors regarding membership criteria and annual dues; the selection of endorsed corporate vendors; positions on public policy including specific legislation; and program policies, strategic directions and/or initiatives of governing significance; and

c. Maintain and distribute meeting minutes to the Board in a timely manner.

1.2. Committees of the Corporation. Committees of the Corporation are comprised of at least three (3) individuals appointed by the entire Board upon nomination by the Chair for the standing purposes stated herein or for special purposes as determined by the Board. Said committees may include persons not serving as a voting Director of the Board and cannot under any circumstances take actions that bind the Board or the Corporation.

1.2.1. Board Development Committee (Ad Hoc). The Board Development Committee is a standing Committee of the Corporation and shall consist of at least three (3) voting members of the Board of Directors.

The Committee shall:

a. Be responsible for ensuring that the composition of the Board accurately reflects the terms of office stated herein;

b. Recommend to the Board performance standards for individual Directors including the ethical conduct and conflict of interest;

c. Annually assess the overall composition and functioning of the Board including the performance of individual Directors;

d. Recruit and nominate Officers and Directors;

e. Coordinate orientation for new Directors and assure the continued development and training of the Board; and

f. Periodically review the appropriateness and functionality of the Bylaws and make recommendations for amendment to the Board.
Section 2. Quorum.
For all Committees of the Board or the Corporation, a majority shall constitute a quorum for any action or recommendation to be taken or made.

Article VIII – Compensation, Reimbursement and Loans

Section 1. Compensation.
No Director, Officer or Member of a Committee shall receive compensation for his/her services. 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 of corporate decision-making, such as the position of Chief Executive Officer.

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.

Section 3. Loans.
No loans shall be made or received by the Corporation to or from its Directors, Officers, and Members of Committees or to any other non-affiliated corporation, 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 law.

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

i. Procedures. procedures for disclosing, addressing and documenting by the Audit, Finance and Compliance Committee:
   a. Conflicts of Interest,
   b. possible Conflicts of Interest for a determination as to whether a conflict exists, and
   c. Related Party Transactions,

ii. Restrictions. stipulations that when the Board of 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 Corporation, including in the minutes of any meeting at which the conflict was discussed or voted upon; and,

v. Audit-Related Disclosure. protocols to assure for the disclosures of all real or potential Conflicts of Interest and/or Related Party Transaction are properly forwarded to the Board of 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 Corporation required in order to comply with the mandates of Section 2 of this Article is annexed hereto, and made a part hereof as Appendix “B.” 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 Corporation required in order to comply with the mandates of Section 2 of this Article is annexed hereto, and made a part hereof as Appendix “C.”

Section 5. Whistleblower Protection Protocols.
The Corporation shall endeavor to protect any “Director,” “Officer” (each as defined by Appendix “A”) or employee, including any “Key Person” (as defined by Appendix “A”) or volunteer who provides substantial services to the Corporation, from intimidation, bully, harassment, discrimination or other forms of retaliation on the part of the Corporation, or any of its Directors, Officers, employees, including Key Persons, or volunteers, as a consequence of the good-faith filing of a report relative to possible violations of any statute, regulation, applicable ethical standard or policy or procedure of the Corporation.

Section 6. Whistleblower Protection Policy.
The Whistleblower Protection Policy of the Corporation required in order to comply with the mandates of Section 5 of this Article, is annexed hereto, and made a part hereof as Appendix “D.” 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 threatened, pending or currently being investigated whistleblower claim.

Section 7. Audit Oversight Protocols.
Provided the Corporation is 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 Corporation shall be subject to an annual audit report or audit review report prepared by “Independent Auditor” (as defined by Appendix “A”) to be overseen by the Audit, Finance and
Compliance Committee, comprised solely of “Independent Directors” (as defined by Appendix “A”). If such an audit report or audit review is commissioned, the Corporation shall adhere to the terms of a written Audit Oversight Policy.

Section 8. Audit Oversight Policy.
The Audit Oversight Policy required in order to comply with the mandates of Section 7 of this Article is annexed hereto, and made a part hereof as Appendix “E.” 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 processing audit report or audit review.

Article X – Conflict of Interest

Section 1. Duty of Care, Loyalty & Obedience.

1.1. Duty of Care. All members of the Board of Directors shall exercise that same care that a reasonable person, with similar abilities, acumen & sensibilities, would exercise under similar circumstances at all times. A Director, an Officer or Employee will undertake to understand all, or substantially, all of the consequences of their actions or the omissions of their actions.

1.2. Duty of Loyalty. No Officer, Director or Employee shall engage in, or condone, any conduct that is disloyal, disruptive, damaging or competes with the Corporation. No Officer, Director or Employee shall take any action, or establish any interest, that compromises his/her ability to represent the Corporation’s best interest.

1.3. Duty of Obedience. No Officer, Director or Employee shall disobey a majority decision of the Board of Directors.

1.4. Fiduciary Duty. All Directors of the Board, all Officers of the Corporation and all Employees of the Corporation are hereby bound to Fiduciary duty for and on behalf of the Corporation, such that the interests of the corporation shall remain paramount to any and all of their personal interests whatsoever. All Directors of the Board, all Officers of the Corporation and all Employees shall exercise their Fiduciary Duty at all times, especially when making a decision on behalf of the Corporation.

Section 2. Intent and Purpose.
This Corporation shall at all times honor the terms of the conflict of interest provisions stated herein and by statute to assure that its Directors, Officers and Key Employees act in the Corporation’s best interest and comply with applicable legal, regulatory and ethical requirements.

2.1. Definitions.

2.1.1. Conflict of Interest. A conflict of interest exists when a matter to be acted upon by the Board confers, is perceived to confer, or has the potential to confer a direct, substantial financial benefit to any Director or Officer of the Board, Key Person, or for-profit business or nonprofit organization from which such a Director derives an income or has authority in governance.
2.1.2. Definitions of Other Terms. For the purposes of managing conflicts of interests, the Corporation shall use the statutory definitions as stated in New York State Not-for-Profit Corporation Law.

a. **Affiliate.** An “Affiliate” of the Corporation means any entity controlled by, in control of, or under common control with, the Corporation.

b. **Director.** A “Director” means any member of the governing Board of the Corporation, whether designated as Director, Trustee, Manager, Governor, or by any other title.

c. **Key Person.** A “Key Person” means any person who is in a position to exercise substantial influence over the affairs of the Corporation.

d. **Officer.** An “Officer” means any Director, Trustee, Manager, Governor, or by any other title, any individual holding an office of the Corporation identified in the Certificate of Incorporation and/or By-Laws.

e. **Relative.** A “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.

f. **Related Party.** A “Related Party” means (i) any Director, Officer or Key Person of the Corporation, or any Affiliate; (ii) any Relative of any Director, Officer or Key Person of the Corporation, or any Affiliate; 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 corporation, a direct or indirect ownership interest in excess of five percent (5%).

g. **Related Party Transaction.** A “Related Party Transaction” means any transaction, agreement or other arrangement in which a Related Party has a financial interest and in which the Corporation, 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 Corporation.

2.2. Disclosures.

2.2.1. **General Disclosure.** Prior to initial election, or upon hiring, as appropriate, and annually thereafter, each Director, Officer and Key Person 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 such person’s knowledge, any entity of which he/she is an Officer, Director, Trustee, Member, Owner (either as a sole proprietor or a partner), or Employee and with which the Corporation has a relationship, and any transaction in which the Corporation is a participant, and in
which the such person might have a conflicting interest, as well as those where a “Relative” of such person might have a conflicting interest. The Secretary shall provide a copy of all completed disclosure statements to the Audit, Finance and Compliance Committee. A copy of each disclosure statement shall be available to any Director on request.

2.2.2. **Case Specific Disclosure.** If at any time during his or her term of service, a Director, Officer or Key Person acquires an interest, or circumstances otherwise arise, which could give rise to a real or potential Related Party Transaction, or any other conflicted matter, he or she shall promptly disclose, in good-faith, to the Audit, Finance and Compliance Committee, as appropriate, the material facts concerning such interest.

2.2.3. **Audit-Related Disclosure of Conflicts.** The Chair of the Audit, Finance and Compliance Committee and Management is responsible for ensuring that all disclosure statements are properly considered for auditing purposes.

2.2.4. **Disclosure Statement.** The Code of Ethics and Potential Conflicts Disclosure Statement of the Corporation required in order to comply with the mandates of this Article is annexed hereto, and made a part hereof as Appendix A. This is a policy document and not a By-Law provision and may be amended from time to time by a majority vote of the entire Board of Directors.

2.3. **Committee Review of Conflicts.**

2.3.1. **Authority of Committee.** The Audit, Finance and Compliance Committee shall have the standing authority to review any real or potential Related Party Transaction, or matter which might be considered to constitute a conflict of interest for a particular “Related Party”.

2.3.2. **Standard of Review.** In any instance where a Related Party Transaction or other conflicted matter is being reviewed and would customarily warrant formal approval by the Board of Directors, the Audit, Finance and Compliance Committee shall thoroughly review the transaction or matter and submit to the Board a recommendation as whether or not it should be approved.

2.4. **Authorization of Related Party Transactions.**

2.4.1. **Related Party Transactions.** The Corporation shall not enter into any Related Party Transaction, or any other conflicted matter, unless such a transaction or matter is determined by the Board to be “fair, reasonable and in the Corporation's best interest” at the time of such determination.

2.4.2. **Authorization of Transactions Concerning Substantial Financial Interest.** With respect to any Related Party Transaction, or other conflicted matter, in which a Related Party has a substantial financial interest, the Board of Directors, or an authorized Committee thereof, as appropriate shall:
a. Prior to entering into such Transaction or matter, consider alternative transactions and/or a review of information compiled from at least two (2) independent appraisals of other comparable transactions to the extent practical;
b. Approve the transaction by not less than a two-thirds majority vote of the Directors, present at the meeting duly convened; and,
c. Contemporaneously document the basis for approval by the Board, 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 that identifies the details of the transaction or matter; alternate transactions considered; materials or other information reviewed; the Directors present; names of those who voted in favor, opposed, abstained or were absent; and, the specific action authorized.

2.4.3. Restrictions. With respect to any Related Party Transaction, or any other conflicted matter, considered by the Board, or an authorized Committee, as appropriate, no Related Party shall:
   a. Be present at, or participate in, any deliberations;
   b. Attempt to influence deliberations; and/or
   c. Cast a vote on the matter.

Nothing herein shall prohibit the Board, or authorized Committee, as appropriate, from requesting that a Related Party present information concerning a Related Party Transaction, or any other conflicted matter, at a Board, or Committee, meeting prior to the commencement of deliberations or voting relating thereto.

2.4.4. Voidable Related Party Transaction. Any Related Party Transaction, or any other conflicted 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 the majority of the Board of Directors, excluding any individual with voting privileges and an interest in the subject transaction or matter.

Article XI – Whistleblower Protection

Section 1. Intent and Purpose.
In the absence of other more specific policies, this Corporation shall honor the terms of this Whistleblower Protection Policy in an effort to assure that any Director, Officer, Employee or Volunteer who provides substantial services to the Corporation shall be free of fear of intimidation, harassment, discrimination or other forms of retaliation on the part of the Corporation, or any of its Directors, Officers, Employees or Volunteers, as a consequence of the good-faith filing of a report relative to possible violations of any statute, regulation, by-laws, applicable ethical standard or policy of the Corporation.

Section 2. Investigation and Resolution.
The subject Director, Officer, Employee or Volunteer (hereinafter referred to as “the reporter”) shall file a confidential written report in accordance with procedures approved by the Board with the Audit, Finance and Compliance Committee. This filing is to be within thirty (30) days of witnessing the alleged
misconduct or omission, whereupon said Chair of the Audit, Finance and Compliance Committee, as appropriate, shall act as follows:

a. Fully respect and maintain the confidentiality of the reporter including not disclosing to other Directors, Officers, Employees or Volunteers of the Corporation the existence of the alleged misconduct or omission or the underlying factual circumstances of the filing of the written report, except as needed in order to properly investigate the matter,
b. Review the policies and procedure of the Corporation, making particular note of the alleged misconduct or omission;
c. Conduct an appropriate investigation of the matter within approximately thirty (30) days of receipt of the written report, or as soon as practicable thereafter that assesses the concerns of the subject Director, Officer, Employee or Volunteer, via written questionnaire and/or interview, as well as those of other Directors, Officers, Employees or Volunteers who may have an understanding of, or be complicit in, the alleged misconduct or omission, in order to form an informative opinion of the matter and, if necessary, potential recommendations for resolution;
d. The Audit, Finance and Compliance Committee shall act on the written report of the Chair, as appropriate, review findings and recommendation identified therein, and submit to the Board of Directors a written assessment of the matter, recommendations as to a resolution and timeline for implementation of recommended actions; and,
e. Upon receipt of the written report, the Board of Directors, at its next scheduled regular meeting, or a Special Meeting called for that purpose, shall consider the matter and render binding determinations as to resolution, up to, and including, the suspension or removal as well as consideration of other actions of any Director, Officer, Employee or Volunteer of the Corporation found to have engaged in the subject misconduct or omission.

Section 3. Documentation.
The Audit, Finance and Compliance Committee, as appropriate, and the Board of Directors shall assure that the matter is properly documented in the records of the Corporation, including minutes of any meeting of any Committee and the Board where the matter was considered and/or addressed, paying particular attention to the confidentiality of this policy.

Section 4. Retaliation Protections and Limitations.
4.1. Protections. Upon filing a written report of alleged violation(s) of statute, regulation or applicable ethical standard, any such Director, Officer or Employee or volunteer shall be protected, directly and indirectly, from intimidation, harassment, discrimination or other forms of retaliation on the part of the Corporation or any of its Directors, Officers, Employees or Volunteers.

4.2. Limitations. This Article or any provision in these By-laws does not protect any Director, Officer, Employee or Volunteer of the Corporation acting in bad faith; who is deliberately dishonest; and/or, has personally garnered profit, or some other advantage, to which he/she is not legally entitled. No Director, Officer, Employee or Volunteer should expect protection under this policy if he/she is complicit in the misconduct or omission that is the subject of his/her concern, unless his/her complicity is, itself, prompted by duress or is motivated by reasonable fear of some form of intimidation, harassment, discrimination or other form of retaliation.
Section 5. Publication.
A copy of these provisions shall be distributed to all Directors, Officers, Employees and Volunteers who provide substantial services to the Corporation.

Article XII – Non-Discrimination and Harassment

Section 1. Non-Discrimination.
In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, ethnicity, national origin, marital status, sexual preference, mental or physical disability or any category protected by law.

Section 2. Definition and Procedure.
Harassment of any kind will not be tolerated by the Corporation. Any individual bound by these By-laws who is subject to verbally abusive language relating to gender, race, religion, or age, or who experiences sexually oriented physical touching or suggestive language is encouraged to report it immediately to the Chair of the Board of Directors. In the event that the allegation concerns the Board Chair, the report is to go to the Vice-Chair. Any individual bound by these By-laws who is aware of such verbally or physically abusive conditions should report such activity immediately.

Section 3. Policy.
The general policy will be reflected in the personnel procedures and program procedures promulgated by the corporation to cover its employees as appropriate. However, nothing in this Article will bind the employees of the Corporation, who will instead be covered by the procedures contained in their personnel policies and program procedures.

Article XIII. Indemnification and Insurance

The Corporation shall indemnify its 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 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 Corporation and acting in good-faith for a purpose which such person reasonably believed to be in the best interest of the Corporation, and was not unlawful, unethical or immoral. In order to assure adequate indemnification, the Corporation shall be required to purchase and maintain appropriate Directors and Officers (“D & O”) liability insurance coverage. Any such indemnification, and related insurance, shall be considered, awarded and governed by the terms of a comprehensive Indemnification and Insurance Policy, a copy of which is annexed hereto, and made a part hereof as Appendix “F.”
Article XIV - Indemnification of Directors and Officers

Section 1. Authorized Indemnification.
Unless clearly prohibited by law or these By-Laws, this Corporation shall indemnify any person (an “Indemnified Person”) made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by the Corporation, by reason of the fact that s/he (or her/his Executor or Administrator, if then deceased), whether before or after adoption of this Article is, or was a/an: (a) Director or Officer of the Corporation (b) is serving or served, in any capacity, at the request of the Corporation, as a Director or Officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

Section 2. Prohibited Indemnification.
The Corporation shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of 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.

Section 3. Advancement of Expenses.
The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that s/he is not entitled to be indemnified under the law or these By-Laws. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

Section 4. Indemnification of Others.
Unless clearly prohibited by law or these By-Laws, the Board of Directors may approve indemnification by the Corporation, as set forth in Section 1 of this Article, or advancement of expenses as set forth in Section 3 of this Article, to a person (or her/his Executor or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a Volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 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 of Directors 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 of Directors must expressly find that such indemnification will not violate the provisions of Section 2 of this Article. 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 of Directors 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.

Section 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.

Section 7. Insurance.
The Corporation shall purchase Directors and Officers ("D & O") liability insurance. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Directors, Officers, Employees or Volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

Section 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 of Directors is authorized to enter into agreements on behalf of the Corporation with any 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 in all cases to the limitations of Section 2 of this Article.

Article XV - Indemnification of Employees

Section 1. Actions.
The Corporation shall indemnify any and all employees of the Corporation against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, in connection with any claim asserted against the Employee by court action, or otherwise, by reason of the fact that such Employee acted in good faith for a purpose which he/she reasonably believed to be in the best interest of the Corporation and, in criminal actions of proceedings, in addition, had no reasonable cause to believe that his/her conduct was unlawful.

Section 2. Nonexclusivity.
Section 1 of this article shall not be exclusive but shall include, by implication, any and all rights and remedies available to the Corporation and its Employees by statute or otherwise, including but not
limited to the purchase and maintenance of insurance to fund the aforementioned indemnification pursuant to the Not-for-Profit Corporation Law.

**Article XVI - Fiscal Year and Audit**

The fiscal year of this corporation shall correspond to the calendar year. The accounts of the Corporation shall be audited each year by an independent Certified Public Accountant who is not an Officer, Board Member, or Employee of the Corporation or has a relative, or partner or employee of his or her business, or does such business with the Corporation that is deemed by professional standards and/or statute to compromise his/her independence.

**Article XVII – Contracts, Bank Checks and Drafts, and Bank Deposits**

**Section 1. Contracts.**
The Board of Directors, except as these By-Laws may otherwise provide, may authorize any Officer or Officers, agent or agents, in the name of the Corporation to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but unless so authorized by the Board of Directors, or expressly authorized by these By-Laws, no Officers, Agents or Employees shall have the power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it financially liable in any amount for any purpose.

**Section 2. Bank Checks and Drafts.**
All bank checks and drafts and all other such orders for the payment of monies out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 3. Bank Deposits.**
All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**Article XVIII - Rules of Order**

In all matters of parliamentary procedure not covered or contradicted by these By-laws, the Laws of the State of New York, in particular the Not-for-Profit Corporation Law, the rules and regulations of the State of New York as codified in the New York Code of Rules and Regulations (NYCRR), the Internal Revenue Service Code, and the Income Tax Regulations promulgated there under, and by the contracts entered into by the Corporation with government, foundation or other funding sources, Roberts Rules of Order shall be the parliamentary authority.
Article XIX – Fundamental Corporate Change

Section 1. By-Law Amendments.
These By-Laws may be amended, repealed or altered, in whole, or in part, by a two-thirds majority vote of the entire Board present at any Annual, Regular or Special Meeting called for that purpose, except when it comes to the powers of Membership.

Section 2. Certificate of Incorporation Changes and Amendment.
The Corporation’s Certificate of Incorporation may be changed or amended, in whole, or in part, by a two-thirds majority vote of the entire Board present at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose, provided all necessary statutory approvals are subsequently secured and any Certificate of Change or Amendment is accepted for filing by the New York Department of State, except when it comes to the powers of Membership.

Section 3. Creation of Corporate Affiliate Relationships.
The Corporation may authorize any “Affiliate” (as defined by Appendix “A”) relationship, such as a parent/subsidiary relationship, with another corporation, or form a new corporation, for purposes of establishing such an Affiliate relationship, by a two-thirds majority vote the entire Board present at any Annual, Regular or Special Meeting called for that purpose.

Section 4. Merger or Consolidation.
The Corporation may be merged or consolidated by a two-thirds majority vote of the entire Board present at any Annual, Regular or Special Meeting called for that purpose, provided all necessary statutory approvals are subsequently secured and any Certificate of Merger or Consolidation is accepted for filing by the New York Department of State.

Section 5. Dissolution.

5.1. Procedure.
The Corporation may be dissolved by a two-thirds majority vote of the Membership present at any Annual or Special Meeting called for that purpose, based on the recommendation of a two-thirds majority vote of the entire Board, provided all necessary statutory approvals are subsequently secured and any Certificate of Dissolution is accepted for filing by the New York Department of State.

5.2. Residual Assets.
In seeking regulatory approvals necessary for Dissolution, the Corporation shall exercise its best efforts to assure that any residual assets are donated to another Not-for-Profit Corporation, or Corporations, qualified under Section 501(c)(3) of the Internal Revenue Code, with analogous corporate purposes.

Section 6. Disposition of All, or Substantially All, Assets or Acquisition of Any Material Assets.
In any transaction where the Corporation endeavors to dispose of “all, or substantially all, assets,” as defined by statute, it shall first obtain all statutorily-required consents. In any event, where “all, or
substantially all,” assets, or other material assets, are to be disposed of, or acquired, no related transaction shall be authorized on behalf of the Corporation in the absence of a two-thirds majority vote of the entire Board present at any Annual, Regular or Special Meeting convened for that purpose.

Council Incorporated, July 7, 1955
Amended, April, 1995
Amended, July 2003
Amended, March 2009
Approved, March 2010
Approved, July 2014
Amended, September 2015
Amended, December 2018

board/bylaws

cc. file
APPENDIX A—By-Law & Corporate Policy Definitions

1. **Affiliate**—means any entity controlled by, or in control of, the Corporation.

2. **Charitable Corporation**—Any Not-for-Profit Corporation formed, or deemed to be formed, for charitable purposes, including those formerly considered by the Not-for-Profit Corporation Law to be Type “B” or “C” Corporations, as well as former Type “D” with Charitable purposes.

3. **Director**—means any member of the governing board of the Corporation, 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 Corporation 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 Corporation who is not, nor is any member of his/her firm, an Officer, Director, employee or volunteer of the Corporation 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 or Key Person of the Corporation or an Affiliate of the Corporation and does not have a Relative who is, or has been within the last three (3) years, a Key Person (as defined by these By-Laws) of the Corporation 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 Corporation 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 provided payments, property or services to, or received payments, property or services from, the Corporation or an Affiliate of the Corporation if the amount paid by the Corporation or the entity, or received by the Corporation from the entity for such property or services, in any of the last three (3) fiscal years, exceeded the lesser of:
      a. ten thousand dollars ($10,000) or two percent (2%) of such entity’s consolidated gross revenues, if the entity’s consolidated gross revenue was less than five hundred thousand dollars ($500,000);
b. twenty-five thousand dollars ($25,000), if the entity’s consolidated gross revenue was five hundred thousand dollars ($500,000) or more but less than ten million dollars ($10,000,000);

c. one hundred thousand dollars ($100,000), if the entity’s consolidated gross revenue was ten million dollars ($10,000,000) or more; 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 Corporation’s outside auditor or who has worked on the Corporation’s audit at any time during the past three (3) years.

- For purposes of this definition, the term “compensation” does not include reimbursement for expenses reasonably incurred as a Director or reasonable compensation for service as a Director;
- For purposes of this definition, the term "payment" does not include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.

7. **Key Person** - means any person, other than a Director or Officer, whether or not an employee of the Corporation, who:
   i. has responsibilities, or exercises powers or influence over the Corporation, as a whole in a manner similar to the responsibilities, powers, or influence of Directors and Officers;
   ii. manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income or expenses of the Corporation; or,
   iii. alone, or with others, controls or determines a substantial portion of the Corporation’s capital expenditures or operating budget.

8. **Member** - means any person afforded rights, entitlements or obligations with respect to the governance and operations of the Corporation, 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 Corporation formed, or deemed to be formed, for other than the purposes of a Charitable Corporation, 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 Corporation Law to be Type “A” Corporations, 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 Corporation identified in the Certificate of Incorporation and/or By-Laws.

11. **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 Corporation 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 Person of this Corporation, 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 Corporation, and/or; an Affiliate of any corporate entity controlled by, or that controls, this Corporation, or;

      ii. the current, or prior, receipt by an Officer, Director or Key Person of this Corporation, or a Relative thereof, of goods or services offered by this Corporation 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 Corporation.

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

   b. **Related Party Transaction.** Unless otherwise specifically excluded herein, a “Related Party Transaction” means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Corporation, or any Affiliate, is a participant. The following circumstances shall not be considered a Related Party Transaction for purposes of interpretation of this definition or consideration of a Related Party Transaction by the Board of Directors:
i. the transaction, or the Related Party’s financial interest in the transaction is *de minimis*;
ii. the transaction would not customarily be reviewed by the Board, or Boards of similar organizations, in the ordinary course of business and is available to others on the same or similar terms; or
iii. the transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission which benefit is available to all similarly situated members of the same class on the same terms.

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

c. **Related Party.** A “Related Party” means any:

i. Officer (of the Corporation or any Affiliate), as defined by statute;
ii. Director (of the Corporation or any Affiliate), as defined by statute;
iii. Key Person (of the Corporation or any Affiliate), as defined by statute;
iv. founder of the Corporation;
v. individual who has made substantial monetary contributions to the Corporation;
vi. Relative, as defined by statute, of an Officer, Director, Key Person, founder or substantial contributor;
vii. partnership or professional corporation where an Officer, Director or Key Person, 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 Person, 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 Person, 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 has a relationship, and any transaction in which the Corporation 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 Audit, Finance and Compliance Committee. A copy of each disclosure statement shall be available to any Director on request.

*As Amended by the Board of Directors – December 2018*
4. **Specific Disclosure.**
If at any time during his or her term of service, a Director, Officer or Key Person (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.**
The Audit, Finance and Compliance Committee 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 Person of this Corporation, or a Relative thereof, all as defined by statute, as an Officer, Director, Trustee, Key Person or partner, or the equivalent thereof, of any corporate entity that is:

   i. considered to be an Affiliate, as defined by statute or, otherwise, controlled by this Corporation;
   ii. considered to be a parent corporation, or, otherwise, in control of this Corporation; and/or,
   iii. an Affiliate of any corporate entity controlled by, or that controls, this Corporation,

shall not, standing alone, be considered a Conflict of Interest or a Related Party Transaction for purposes of interpretation of the definition of either term or consideration of any such matter.

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

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

With respect to any Conflict of Interest and/or Related Party Transaction, or other interested matter, in which a Related Party, or otherwise conflicted individual, has a substantial financial interest, the Audit, Finance and Compliance Committee shall:

i. prior to entering into any such transaction, or matter, to the extent practicable, consider alternative transactions and/or a review of information compiled from, at least, two (2) independent appraisals of other comparable transactions;

ii. approve the transaction by not less than a two-thirds majority vote of the Directors and/or committee members, as appropriate, present at the meeting; and,

iii. contemporaneously document the basis for approval, 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.

10. **Restrictions.**

With respect to any Conflict of Interest and/or Related Party Transaction, or any other conflicted matter, considered by the Audit, Finance and Compliance Committee, no Related Party, or otherwise conflicted individual, shall:

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

ii. attempt to influence deliberations; and/or,

iii. cast a vote on the matter.

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

11. **Audit-Related Disclosure.**

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted 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, to assure that they are properly considered for auditing purposes.
APPENDIX C—Code of Ethical Conduct & Annual Potential Conflicts Disclosure Statement

Code of Ethical Conduct

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

By-Laws & Policies
- Be aware of and fully abide by the By-Laws, policies and procedures of the Corporation;
- Assure corporate compliance with respect to all statutes, regulations and contractual requirements;
- Respect and fully support the duly-made decisions of the Board of Directors in accordance with all applicable fiduciary duties, including those related to care, loyalty and obedience;
- Understand that the Chief Executive Officer as the Corporation’s chief administrative officer, has the sole responsibility for the day-to-day management of the Corporation—specifically, including the supervision of personnel—and for implementation of Board policies and directives.

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

Conflict of Interest, Representation & Confidentiality
- Represent the best interests of the Corporation at all times and to declare any and all duality of interests or conflicts of interests, material or otherwise, that may impede or be perceived as impeding the capacity to deliberate or act in the good faith, on behalf of the best interests of the Corporation;
- Not seek or accept, on behalf of self or any other person, any financial advantage or gain that may be offered because, or as a result, of the Director’s affiliation with the Corporation;
- Publicly support and represent the duly made decisions of the Board;
- Not use or otherwise relate one’s affiliation with the Board to independently promote or endorse political candidates or parties for the purpose of election;
- Maintain full confidentiality and proper use of information obtained as a result of Board service in accordance with Board policy or direction.
Interpersonal

- Maintain open communication and an effective partnership with the Corporation’s Officers and various committees, if any;
- 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.
—Annual Potential Conflicts Disclosure Statement—

As a Director or Officer or Key Person of the Corporation, prior to your being seated on the Board of Directors or commencing employment with the Corporation, as appropriate, and annually thereafter, you are required to truthfully, completely and accurately disclose all information requested herein and to promptly update all such information as factual circumstances may change from time-to-time. 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 Corporation, which is entitled “By-Law & Corporate Policy Definitions”.

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

Financial Information Return Disclosure

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

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

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

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

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

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

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

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

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

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

No Yes If Yes, attach a detailed explanation of the circumstances.
Independent Director Assessment Disclosure

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

In order to qualify as an “Independent Director,” as defined by statute, 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 or a Key Person of the Corporation, or an Affiliate* (see below) of the Corporation?

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

2. Do you have a Relative who is, or has been within the last three (3) years, a “Key Person” (as defined by statute) of the Corporation or an Affiliate of the Corporation?

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

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

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

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 Corporation, or an Affiliate of the Corporation, other than reimbursement for out-of-pocket expenses or compensation as a Director?

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

5. Are you, or a Relative, a current officer or employee of, or have a substantial financial interest in, any entity that has provided payments* (see below), property or services to, or received payments, property or services from, the Corporation, or an Affiliate of the Corporation, if the amount paid by the Corporation, or an Affiliate, to the entity or received by the Corporation, or an Affiliate, from the entity for property or services, within the last three (3)-fiscal years, exceeded the lesser of ten thousand dollars ($10,000) or two percent (2%) of such entity's consolidated gross revenues if the entity's consolidated gross revenue was less than five hundred thousand dollars ($500,000); twenty-five thousand dollars ($25,000) if the entity's consolidated gross revenue was five hundred thousand dollars ($500,000) or more but less than ten million dollars ($10,000,000); one hundred thousand dollars ($100,000) if the entity's gross revenue was ten million dollars ($10,000,000) or more?

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

6. Are you, or a Relative, a current owner (wholly or partially), Director, Officer or Employee of the Corporation’s outside auditor, or have otherwise worked on the Corporation’s outside audit at any time during the past three (3) fiscal years?

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

—Certification—

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

___________________________________                   _____________________
Signature                     Date

___________________________________                   _____________________
Name                    Title (Officer or Director)

* Note: for purposes of Questions 1-5 above, the definition of the term “Affiliate,” as defined by statute, shall mean any entity controlled by, or in control of, the Corporation.

* Note: for purposes of Question 5 above, the definition the term “payments” does not include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.
APPENDIX D—Whistleblower Protection Policy

1. **Intent**
The Corporation shall endeavor to protect any “Director,” “Officer” (each as defined by these By-Laws) employee, including any “Key Person” (as defined by these By-Laws) or volunteer who provide substantial services to the Corporation from intimidation, bullying, harassment, discrimination or other forms of retaliation on the part of the Corporation, or any of its Directors, Officers, employees or volunteers, as a consequence of the good-faith filing of a report relative to possible violations of any statute, regulation, applicable ethical standard or policy or procedure of the Corporation.

2. **Requirements**
Provided the Corporation has twenty (20) or more employees (full-time, part-time, or a combination thereof) and annual revenue exceeding one million dollars ($1,000,000), it is required, pursuant to statute, to adhere to the terms of this policy, which, in the absence of such considerations, shall be considered advisable, but not necessarily required. Nothing herein shall obligate the Corporation to utilize this specific Whistleblower Protection Policy for all potential whistleblower claims. Separate policies may be devised for Directors and Officers, employees and volunteers. However, in the absence of any other specific polices, the terms of this Policy shall govern.

3. **Disclosure**
If any Director, Officer, employee or volunteer reasonably believe that some policy, practice, or activity of the Corporation, or of another individual or entity with whom the Corporation has a substantial business relationship exceeding ten thousand dollars ($10,000), may violate any statute, regulation, applicable ethical standard or policy or procedure of the Corporation, such an individual is required to file a confidential written report summarizing his/her concerns with a member of the Audit, Finance and Compliance Committee. While any such report may be submitted anonymously, it is strongly recommended that the whistleblower—whose identity shall be safeguarded to the greatest extent possible pursuant to the terms of this policy—assure that his/her concern is properly investigated.

4. **Investigation & Resolution Procedures**
The investigation of any alleged misconduct or omission shall be conducted in the following manner:

   a. Upon receipt of a confidential written report submitted by a whistleblower to a member of the Audit, Finance and Compliance Committee, the report shall ordinarily be forwarded to the Chair of the Audit and Finance Committee who shall be responsible for properly receiving, overseeing, investigating, assessing, rendering determinations concerning and assuring for the proper documentation and recordation of any, and all, such reports in a manner consistent with the terms of this Policy. In instances where the Chair of the Audit and Finance Committee is him/herself a whistleblower, a subject of the whistleblower’s claims or otherwise conflicted, he/she shall disclose to the Committee the existence of the whistleblower’s claim and that he/she has a real or potential conflict of interest, the Committee shall another Director to serve as a “Designated Protection Officer” responsible for overseeing the response to the whistleblower’s report. In all instances, as part of his/her
duties, the individual responsible for coordinating the investigation of, and response to, a whistleblower concern shall confirm, and contemporaneously document, that he/she has accepted responsibilities for overseeing the Corporation’s response and that he/she possesses the knowledge to so act, as well as identify and address, on an ongoing basis, needs for the improvement of this Whistleblower Protection Policy;

b. Within thirty (30)-days of receipt of the written report of a whistleblower, or as soon as practicable thereafter, the Chair of the Audit, Finance and Compliance Committee, or the Designated Protection Officer, as appropriate, shall act as follows:
   i. safeguard the confidentiality of subject whistleblower by not disclosing to other Directors, Officers employees or volunteers of the Corporation, the existence of the alleged misconduct or omission, the underlying factual circumstances of the filing of the written report, except as needed in order to properly investigate the matter;
   ii. conduct an appropriate investigation of the matter within approximately thirty (30)-days of receipt of the written report, or as soon as practicable thereafter;
   iii. review the policies and procedure of the Corporation, making note of the alleged misconduct or omission;
   iv. assess, in the most confidential manner possible, the concerns of the subject whistleblower via written questionnaire and/or interview, as well as those of other Directors, Officers, employees or volunteers who may have an understanding of, or be complicit in, the alleged misconduct or omission, in order to form an informative opinion of the matter and, if necessary, potential recommendations for resolution;
   v. prepare and submit a written report on the matter to the Audit and Finance Committee, together with recommendations as to resolution and a timeline for implementation; and,
   vi. forward a copy of the written report to the “Entire Board” (as defined by Appendix “A”).

c. The Audit, Finance and Compliance Committee shall act on the written report of the Chair, or the Designated Protection Officer, as appropriate, review findings and recommendation identified therein, and submit to the Board of Directors a final written assessment of the matter, recommendations as to resolution and a timeline for implementation of recommended actions; and,

d. Upon receipt of the written report of the Chair of the Audit, Finance and Compliance Committee, or Designated Protection Officer, as appropriate, and the written assessment of the Audit and Finance Committee, the Board of Directors, at its next scheduled Regular Meeting, or a Special Meeting called for that purpose, shall consider the matter and render binding determinations as to resolution, up to, and including, the suspension or removal of any Director, Officer, employee or volunteer of the Corporation found to have engaged in the subject misconduct or omission.
5. **Retaliation Protections**
Upon filing a report of alleged violation(s) of statute, regulation or applicable ethical standard, any such Director, Officer or Key Person shall be protected, directly and indirectly, from intimidation, bullying, harassment, discrimination or adverse employment consequence or action on the part of the Corporation or any of its Directors, Officers, employees or volunteers.

6. **Documentation**
The Audit, Finance and Compliance Committee and the Board of Directors shall assure that the matter is properly documented in the records of the Corporation, including minutes of the meetings of the Committee and the Board where the matter was considered and/or addressed.

7. **Limitations**
This policy does not protect any Director, Officer, employee or volunteer of the Corporation acting in bad faith; who is deliberately dishonesty; and/or, who has personally garnered profit, or some other advantage, to which he/she is not legally entitled to receive. No Director, Officer, employee or volunteer should expect protection under this policy if complicit in the misconduct or omission that is the subject of his/her concern, unless his/her complicity was prompted by duress or is motivated by reasonable fear of retaliation.

8. **Publication**
A copy of the policy, or any analogous whistleblower protection policies, as appropriate, shall be distributed to all Directors, Officers, employees and volunteers who provide substantial services to the Corporation.
APPENDIX E—Audit Oversight Policy

1. **Auditing**
   Provided the Corporation is 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 Corporation shall be subject to an annual audit report or audit review report prepared by “Independent Auditor” (as defined by Appendix “A”) to be overseen by the Audit, Finance and Compliance Committee, which shall be comprised solely of “Independent Directors” (as defined by Appendix “A”). If such an audit report or audit review is commissioned, the Corporation shall adhere to the terms of this Audit Oversight Policy, which, in the absence of statutory obligation, shall be considered advisable, but not required.

2. **Restrictions**
   Once retained, neither the Independent Auditor, nor or a partner, associate or employee of the Independent Auditor’s firm or practice; or, a “Relative” (as defined in Appendix “A”), or a partner, associate or employee of a Relative’s firm or practice, shall perform any assistance to the Corporation other than that directly related to auditing functions.

3. **General Duties**
   While working with the Independent Auditor retained to prepared annual audit report, the Corporation’s Audit, Finance and Compliance Committee, which shall be comprised solely of “Independent Directors” (as defined by these By-Laws), shall perform the following duties:

   i. oversee the accounting and financial reporting processes of the Corporation and the audit of the Corporation's financial statements;
   ii. annually retain or renew the retention of an Independent Auditor to conduct the audit and, upon completion thereof, review the results of the audit and any related management letter with the Independent Auditor; and,
   iii. oversee the adoption, implementation of, and compliance with the Corporation’s Conflicts of Interest Policy and Related Party Transaction Policy and any required Whistleblower Protection Policy adopted by the Corporation, if such functions are not otherwise performed by another Committee of the Board or the Entire Board itself.

4. **Revenue-Imposed Duties**
   The Audit, Finance and Compliance Committee shall also be required to perform the following duties:

   i. review with the Independent Auditor the scope and planning of the audit prior to commencement;
   ii. upon completion of the audit, review and discuss with the Independent Auditor:
      a. any material risks and weaknesses in internal controls identified by the Independent Auditor;
b. any restrictions on the scope of the Independent Auditor's activities or access to information;

c. any significant disagreements between the Independent Auditor and management; and,

d. The adequacy of the Corporation's accounting and financial reporting processes;

iii. annually consider the performance and independence of the Independent Auditor; and,

iv. report on the Committee's activities to the Board of Directors.

5. **Affiliate Corporations**

Should the Corporation control other “Affiliate” (as defined by Appendix “A”) subsidiary corporations, the Audit and Finance Committee of this Corporation may pursuant to state statute and these By-Laws perform all audit oversight duties stipulated in this Article for any such Affiliate subsidiary corporations.
APPENDIX F—Indemnification & Insurance Policy

1. **Authorized Indemnification.**

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

2. **Prohibited Indemnification.**

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

4. **Indemnification of Others.**

   Unless clearly prohibited by law or these By-Laws, the Board may approve indemnification by the Corporation, as set forth in Section 1 of this Article, or advancement of expenses as set forth in Section 3 of this Article, to a person (or her/his Testator or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.
5. **Determination of Indemnification.**
Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court, the Board shall, upon written request by an Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-Laws. Before indemnification can occur, the Board must expressly find that such indemnification will not violate the provisions of Section 2 herein. No 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 Corporation is required to purchase Directors and Officers ("D & O") liability insurance coverage. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Article, or operation of law, and it may insure directly the Directors, Officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

8. **Nonexclusive Rights.**
The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any 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.