

**BY-LAWS  
of  
CAROCP:  
The Association of  
Career and College Readiness Organizations**

Revised June 22, 2016

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**ARTICLE I – MEMBERSHIP AND DUES**

Member Benefits:

- Professional and political legislative advocacy
- Quality networking and professional development
- Timely legislative updates
- Career opportunities and job postings

A. Annual membership in the association shall begin on October 1 AND end on September 30 of each calendar year. All membership dues shall be paid in one lump sum by the institution/individual/sponsor. Membership Categories:

1. Public Institutional Membership- defined as any publically funded K-12 school district, county office of education, Regional Occupational Center/Program, or college, and will be all inclusive of employees, students and business partners.
2. Individual Public School Member- defined as any individual public employee who pays the annual dues.

Business and Community Sponsor- defined as any individual, business and/or community partner who pays the annual Sponsor dues. Sponsors are not considered members for the purposes of voting.

Membership & Sponsorship Dues:

1. Public Institutional Membership dues are based on the total annual CTE expenses\* of the institution during the preceding fiscal year as follows:
  - Annual CTE expenses up to \$2,000,000- \$1,000 annual fee
  - Annual CTE expenses of \$2,000,001 to \$4,000,000- \$2,000 annual fee
  - Annual CTE expenses of \$4,000,001-\$6,000,000- \$3,000 annual fee
  - Annual CTE expenses of \$6,000,001 and above- \$4,000 annual fee

\*CTE expenses include: school district/COE LCFE apportionments expended for CTE, JPA ROP expenses, Perkins expenses, California Partnership Academy expenses, and Agriculture CTE Incentive expenses

2. Individual Public School Member dues are \$50
3. Business and Community Sponsors:

Bronze

Silver

Gold

Platinum

Board will establish the sponsorship fee structure on an annual basis

B. Annual Review of Dues

The incoming Board of Directors shall review the dues structure at their June Board Meeting each calendar year.

C. Rebate of Dues to Chapters

1. The Chapter rebate allocation and payment schedule will be determined by the Board of Directors on an annual basis.
2. Each chapter meeting the requirements for entitlement to elect a representative to the Board shall be eligible for a rebate of Association membership dues collected from respective chapter members yearly (October 1 – September 30).
3. The rebate to chapters shall be paid after verification that chapter members and officers are CAROCP members, that during the preceding year at least two functions designed to promote the purpose of the Association were sponsored by the Chapter and evidence of at least fifty (50) members in good standing.

## ARTICLE II – REGIONS

### A. List of Counties in each Region

1. The four Regions shall be composed of the following counties:

#### **Central Region**

Amador	Madera	Stanisla
Calaveras	Mariposa	Tulare
Fresno	Merced	Solano
Kern	Mono	
Kings	San Joaquin	

#### **Coastal Region**

Alameda	San Benito	Santa Cruz
Contra Costa	San Francisco	Solano Marin
	San Luis Obispo	Sonoma
Monterey	San Mateo	
Napa	Santa Clara	

#### **Northern Region**

Alpine	Lassen	Sierra
Butte	Mendocino	Siskiyou
Colusa	Modoc	Sutter
Del Norte	Nevada	Tehama
El Dorado	Placer	Trinity
Glenn	Plumas	Yolo
Humbolt	Sacramento	Yuba
Lake	Shasta	

#### **Southern Region**

Imperial	Orange	San Diego
Inyo	Riverside	Santa Barbara
Los Angeles	San Bernardino	Ventura

### B. In-service

- A. Regions and new chapters may request a non-interest bearing loan from the Association for in-service start-up funds. The loan must be repaid one year from date of acceptance.

**ARTICLE III - BOARD OF DIRECTORS. Section I - Officers****A. President**

- a. The President's authority shall be limited to those duties and responsibilities as described in the Constitution and By-laws.
- b. The President shall keep the general membership informed of Association issues and activities.
- c. The President has the power to delegate authority where appropriate.
- d. The President shall serve as an ex-officio member of all committees
- e. The President shall authorize all bills of expense incurred by committees or members of the Association in the conduct of Association business provided such bills are within approved budget. In the unusual circumstance that expenditure exceeds the approved budget, the President may authorize up to 20% override of the budgeted amount in that line item as long as the total association budget is not exceeded. The President shall then report this transaction at the next Board meeting for ratification. The President shall serve as Chairperson(s) of all general and special meetings of the Association including those of the Board of Directors. The President shall present a balanced budget for approval to the Board in a standard format.
- f. The President shall not transfer funds from the money market account without prior Board approval.
- g. The President may enter into contracts that are required to conduct the business of the Association. All contracts must be brought to the Board for annual review and Board approval.
- h. The President shall represent the Board in resolving contract disputes.
- i. The President, with the assistance of the Executive Committee and Legislative Chairperson(s), shall annually evaluate the Legislative Advocate. The President shall submit the evaluation findings to the Board for review prior to the renewal of the Legislative Advocate's contract. The contract term for the Legislative Advocate shall be Oct 1 – Sept 30. The contract shall include criteria, expectations, and methods of evaluation.

**B. President-Elect**

- a. The President-Elect shall represent the Association as requested by the President.
- b. In the event of the absence of the President, the President-Elect shall assume, with mutual agreement of the immediate Past-President, the duties and responsibilities of the President.

- c. The President-Elect will work closely with the Conference Chair for all CAROCP sponsored conferences and will be the liaison between organizations when a joint conference takes place and will oversee the conference chair of any conference sponsored by CAROCP.
- d. The President-Elect will coordinate and work with all Region Coordinators in the following areas: goals and objectives of the Region, membership within the Region, and any other activities associated with the Region.

#### C. Past-President

- a. The Past-President shall serve as parliamentarian for the organization and as Chairperson(s) of the Nominating Committee for Regional and statewide offices.
- b. The Past-President shall assume the duties and responsibilities of the President, (1) in the simultaneous absence of both the President and President-Elect for meeting purposes and (2) in special circumstances which may require the Past-President to assume the role of the President during various times of the year.
- c. The Past-President shall chair the Ad Hoc Bylaws Committee, if needed.

#### D. Treasurer

- a. The Treasurer shall serve as the Association's business manager and fiscal officer. b. Prior to June 30, the Treasurer will recommend an audit of the books of the Association for Board approval.
- c. The Treasurer shall develop a balanced annual operating budget in conjunction with the President-Elect and Executive Committee. This proposed annual operating budget will then be reviewed and approved by the Board.
- d. The Treasurer shall be elected for a three-year term.

#### E. Secretary

- a. The Secretary shall be responsible for correspondence as requested by the President. b. The Secretary shall record, maintain and facilitate the distribution of minutes of the meetings.

#### F. Regional Coordinators

- a. Each Regional Coordinator shall keep the Association membership of his/her Region informed of Association issues and activities.
- b. Each Regional Coordinator shall represent the views of his/her Region membership to the Board of Directors.

- c. Regional Coordinators will have a cooperative working relationship with all chapters in the Regions and will assist in other areas as requested by Chapter Representatives.
- d. Regional Coordinators will be responsible for distributing CAROCP information.

#### G. Chapter Representatives

- a. Each Chapter Representative shall keep his/her Chapter membership informed of Association issues and activities.
- b. Each Chapter Representative shall represent the views of his/her Chapter membership to the Board of Directors.
- c. Each Chapter Representative will work closely with the Region Coordinator.

#### H. Legislative Chairperson(s) Federal and State

- a. Legislative Chairperson(s) shall coordinate all activities of the Association related to the development of proposed legislation and efforts to influence the legislative process. The Legislative Chairperson(s) shall chair a Legislative Standing Committee and designate, with the approval of the President, a member of the Legislative Committee as the Association representative for all federal legislation.
- b. Legislative Chairperson(s) shall receive direction from Board on new legislation to be pursued or any legislation that is currently in the process that may impact CAROCP members.
- c. Legislative Chairperson(s) will keep Board and membership informed on status of current bills that affect CAROCP members.
- d. Legislative Chairperson(s) will coordinate with legislative advocates on positions of the Board on all bills pertaining to CAROCP members.
- e. Legislative Chairperson(s) will liaise with the California Department of Education to address financial and other issues.
- f. Legislative Chairperson(s) will testify or arrange for testimony when necessary on bills affecting the Association.
- g. Legislative Chairperson(s) will chair a Legislative Standing Committee.

#### I. Committee Chairpersons

- a. Committee Chairpersons will carry out the duties requested by the President.
- b. Committee Chairpersons may appoint sub-committees to carry out the duties requested by the President.
- c. Effort should be made to provide representation from each Region whenever possible.



J. Executive Committee

The Executive Committee shall consist of all elected officers of the Association (1) President, (2) Past-President, (3) President-Elect, (4) Treasurer and (5) Regional Coordinators from each Region (6) Secretary. The President shall be the Chairperson of the Executive Committee.

K. Membership Chairperson(s)

- a. The Membership Chairperson(s) shall work on membership as requested by the President and Board.

L. Executive Director Hiring Committee

If the organization determines that an Executive Director is to be employed, the President shall appoint members to the Executive Director Hiring Committee.

## Section II – Standard of Care

### A. General.

A Board Member shall perform the duties of a Board Member, including duties as a member of any committee of the Board on which the Member may serve, in good faith, in a manner such Member believes to be in the best interests of this organization, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Board Member, a Member shall be entitled to rely on information, opinions, reports, or statements including financial statements and other financial data, in each case prepared or presented by:

- (1) One or more officers or employees of the organization whom the Member believes to be reliable and competent in the matters described;
- (2) Counsel, independent accountants, or other persons as to matters which the Member believes to be within such person's professional or expert competence; or
- (3) A committee of the Board upon which non-members serve, as to matters within its designated authority, which committee the Member believes to merit confidence, so long as in any such case, the Member acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted. A person who performs the duties of a Member in accordance with the foregoing shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Member, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat the public and charitable purposes to which the organization, and assets held by it, are dedicated.

### B. Non-liability of Board Members.

The Board Members shall not be personally liable for the debts, liabilities, or other obligations of the organization.

## **ARTICLE IV – DEFINITIONS**

### **A. Committees**

- a. Standing Committee – is a permanent committee dealing with ongoing issues such as the Legislative Standing Committee. One chairperson per committee is a voting member of the Board.
- b. Priority Committee – will deal with priorities recommended by the President and approved by the Board. Up to four (4) priority committee chairpersons may be voting members of the Board.
- c. Ad Hoc Committee – Chairperson(s) are appointed by the President to deal with immediate or short term issues. Ad Hoc Committee Chairperson(s) are not voting members of the Board.

## **ARTICLE V – EXECUTIVE DIRECTOR**

- A. The Executive Director of the CAROCP serves at the pleasure of the association’s Board of Directors while providing strategic leadership for the on-going success of CAROCP as the leading organization in career technical education. The Executive Director works closely with the association’s Board of Directors and the Legislative Advocate(s). Responsibilities include:
- (1) legislative coordination and advocacy,
  - (2) partnership development,
  - (3) management of the association’s general activities,
  - (4) professional development,
  - (5) strategic plan oversight
  - (6) assistance with the association’s financial management, and
  - (7) other duties as assigned by the board

## **ARTICLE VI - INDEMNIFICATION**

### **Section 1. Definitions.**

For the purposes of this Article, "agent" includes any person who is or was a Board member, officer, employee, or other agent of the Organization, or is or was serving at the request of the Organization as a Board member, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Board member, officer, employee, or agent of a foreign or domestic organization which was a predecessor organization of the Organization or of another enterprise at the request of such predecessor organization; "proceeding" includes any threatened, pending, or completed action or

proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Section 4 or Section 6.

#### Section 2. Indemnification of Actions by Third Parties.

The Organization shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Organization to procure a judgment in the Organization's favor) by reason of the fact that such person is or was an agent of the Organization, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in the best interests of the Organization and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in the best interests of the Organization or that the person had reasonable cause to believe that such person's conduct was unlawful.

#### Section 3. Indemnification of Actions by or in the Right of the Organization.

The Organization shall have power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of the Organization to procure a judgment in the Organization's favor by reason of the fact that such person is or was an agent of the Organization, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action, if such person acted in good faith, in a manner such person believed to be in the best interests of the Organization and its shareholders. No indemnification shall be made under this Section 3 for any of the following:

- (a) With respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Organization in the performance of such person's duty to the Organization and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine;

- (b) Amounts paid in settling or otherwise disposing of a pending action without Court approval; or
- (c) Expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

#### Section 4. Indemnification Against Expenses for Successful Defense by Agent.

To the extent that an agent of the Organization has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article VIII, or in defense of any claim, issue, or matter therein the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

#### Section 5. Required Approval.

Except as provided in Section 4 of this Article VIII, any indemnification under this Article shall be made by the Organization only if authorized in the specific case, upon a determination that indemnification of the agent is proper in view of all the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VIII by any of the following:

- (a) A majority vote of a quorum consisting of Board members who are not parties to such proceeding; or
- (b) A finding by the court in which such proceeding is or was pending, on application made by the Organization or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Organization.

#### Section 6. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by the Organization prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article VIII.

#### Section 7. Other Indemnification.

The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw agreement, vote of disinterested Board members, or otherwise, both as to action in an official capacity

and as to action in another capacity while holding such office to the extent such additional rights to indemnification are authorized in the Articles of the Organization. The rights to indemnity hereunder shall continue as to a person who has ceased to be a Board member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this Section shall affect any right to indemnification to which persons other than such Board members or officers may be entitled by contract or otherwise, except as specified in this Article.

Section 8. Forms of Indemnification not Permitted.

No indemnification or advance shall be made under this Article, except as provided in Section 4 or Section 6 in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

No indemnification or advance shall be made under this Article VIII for:

- (1) Acts or omissions of a Board member involving intentional misconduct or a knowing and culpable violation of law.
- (2) Acts or omissions that a Board member believes to be contrary to the best interests of the Organization that involve the absence of good faith on the part of the Board member.
- (3) For any transaction from which a Board member derived an improper personal benefit.
- (4) Acts or omissions that show a reckless disregard for the Board member's duty to the Organization in circumstances in which the Board member was aware, or should have been aware, in the ordinary course of performing a Board member's duties, of a risk of serious injury to the Organization.
- (5) Acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the Board member's duty to the Organization.

- (6) Any transaction between the Organization and one or more of its Board members, or a corporation, firm or association in which one or more of its Board members has a material financial interest in violation of California Organizations Code Section 310.

#### Section 9. Insurance.

The Organization shall have power to purchase and maintain insurance on behalf of any agent of the Organization (including a director, officer, employee or other agent of the Organization) against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the Organization would have the power to indemnify the agent against liability under the provisions of this Article VIII, provided, however, that an organization shall have no power to purchase and maintain such insurance to indemnify any agent of the Organization for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

#### Section 10. Survival of Rights.

The rights provided by this Article VIII shall continue for a person who has ceased to be an agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

#### Section 11. Effect of Amendment.

Any amendment, repeal, or modification of this Article VIII shall not adversely affect an agent's right or protection existing at the time of such amendment, repeal, or modification.

#### Section 12. Settlement of Claims.

Organization shall not be liable to indemnify any agent under this Article VIII or any amounts paid in settlement of any action or claim affected without the Organization's written consent, which consent shall not be unreasonably withheld or, any judicial award, if the Organization was not given a reasonable and timely opportunity to participate, at its expense, in defense of such action.

#### Section 13. Subrogation.

In the event of payment under this Article VIII, Organization shall be subrogated to the extent of such payment to all the rights of recovery of the agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the

execution of such documents as may be necessary to enable the Organization effectively to bring suit to enforce such rights.

Section 14. No Duplication of Payments.

The Organization shall not be liable under this Article VIII to make any payment in connection with any claim made against the agent to the extent the agent has otherwise actually received payment, whether under a policy of insurance, agreement, vote, or otherwise, of the amounts otherwise indemnifiable under this Article VIII.



ARTICLE I - PURPOSE  
EXHIBIT "A"  
CONFLICT OF INTEREST POLICY

ARTICLE I - PURPOSE

The purpose of the conflict of interest policy is to protect the interests of CAROCP: The Association of Career and College Readiness Organizations-(the "Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II - DEFINITIONS

- (1) Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- (2) Financial Interest A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
  - (b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
  - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
 Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article 3, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III - PROCEDURES

- (1) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- (2) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- (3) Procedures for Addressing the Conflict of Interest
  - (a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - (b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- (c) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- (4) Violations of the Conflicts of Interest Policy.
- (a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - (b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### ARTICLE IV - RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

- (1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- (2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### ARTICLE V - COMPENSATION

- (1) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- (2) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- (3) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### ARTICLE VI - ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (1) Has received a copy of the conflicts of interest policy,
- (2) Has read and understands the policy,
- (3) Has agreed to comply with the policy, and

- (4) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### ARTICLE VII - PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (1) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- (2) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### ARTICLE VIII - USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.