

Corporate By-Laws
of
NWPC-STL Training Institute
(A Missouri Nonprofit Corporation)
Effective 9-8, 2021

ARTICLE I

NAME

This corporation shall be known as NWPC-STL Training Institute (hereinafter referred to as the "Corporation").

ARTICLE II

NATURE AND PURPOSE

The Corporation shall be a nonprofit corporation and is not empowered to engage directly or indirectly in any activity, including distribution of its assets upon dissolution, that would invalidate its status as an organization exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1954, as amended (hereinafter referred to as the "Code"), nor engage in any activity not permitted under Section 501(c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

The Corporation is established exclusively for not-for-profit purposes, and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or its successor Section.

ARTICLE III

OFFICES

The principal office of the Corporation in the State of Missouri shall be located in the County of St. Charles, Missouri. The Corporation may have such other offices, either within or without the State of Missouri, as the needs of the Corporation may require from time to time.

The registered office of the Corporation required by The Missouri Nonprofit Corporation Act to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs the Corporation shall be managed by the Corporation's Board of Directors. The Corporation's Board of Directors shall be self-perpetuating. The Corporation shall have no Members.

Section 2. Number of Directors. The Board of Directors shall consist of seven (7) persons: four (4) elected members from NWPC-STL, the incumbent Vice President of Training, and the President of NWPC-STL. The number of Directors of the corporation may be increased or decreased (but in no event shall the number of Directors be less than three) by an amendment to the By-Laws according to Article X hereof. The initial Directors are as follows:

Daffney Moore
Lorna Frahm
Pam Meyers
Rose-Lynn Sokol
Barbara Fraser, VP of Mentoring and Training
Mary Nichols, President of NWPC-STL

Section 3. Election, Term of Office, Number of Terms. NWPC-STL shall elect four (4) members of NWPC-STL to the Board of Directors. Such members shall be elected by the general members at the annual meeting of NWPC-STL. At each Annual Meeting of the Directors of the Corporation, a Director shall be elected to replace the Directors whose terms of office then expire. The Directors shall serve a three-year term, unless a director is appointed on an interim basis until the next Annual Meeting. A Director may be elected to serve up to three (3) consecutive terms as a Director. This section shall otherwise not prohibit a member from serving four (4) or more terms so long as such terms are not consecutive.

Section 4. Vacancy. In the event that a Director shall die, resign, be disqualified, be removed from office, or shall otherwise fail to complete the term for which such Director shall have been elected, the Policy Council of the NWPC-STL shall elect a successor to such Director.

Section 5. Removal and Resignation. A Director may be removed by the vote of a majority of the other Directors then in office for any violation of the duties of such Director set out in these By-Laws or in the Articles of Incorporation of the Corporation or in the statutes of the State of Missouri. A Director shall only be removed at a Meeting held upon notice given in accordance with these By-Laws. Such notice shall specify that a resolution to remove such Director, identifying him or her by name, and be submitted to a vote of the Directors at such Meeting. Any Director may resign at any time by giving written notice to the Board of Directors, the President of the Board or the Secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Meetings of the Board of Directors.

A. Annual Meetings. The Annual Meeting of the Board of Directors shall be held, upon the call of the President, during the month of June.

B. Regular Meetings. In addition to the Annual Meeting of the Directors, Regular Meetings of the Directors may be held, upon the call of the President, at such times as the President shall determine to be necessary or appropriate to the interests of the Corporation.

C. Special Meetings. Special meetings of the Board of Directors may be called by the President or shall be called by the President upon written request of any Director. If the President shall fail or refuse to call a Special Meeting of the Directors when requested, any officer of the Corporation may call such meeting.

D. Location of Meetings. All Meetings of the Board of Directors shall be held in the County of St. Charles, or at such other place or places as may be determined by the Board of Directors from time to time. Meetings of the Board of Directors may be held by conference telephone or similar communications equipment.

E. Notice of Meetings. Notices of all meetings of the Board of Directors shall be in writing, shall state the time, date and place of such Meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except in the case of an amendment of the Articles of Incorporation or By-Laws, in which case the purpose of the meeting shall be stated and a copy of the proposed amendment provided with the notice of the meeting. Notices of Meetings shall be delivered to each Director by one of the following methods: by personal delivery; by commercial courier or delivery service regularly engaged in business in the Metropolitan St. Louis, Missouri area; by telecopier (fax) transmission, or other wire or wireless communication if sent on a telecopier (fax) machine which contemporaneously produces a written confirmation of transmission containing the time and date of transmission, the number to which such transmission was made and the number of pages constituting such transmission, or by mailing via certified or registered United States Mail, return receipt requested, all delivery, transmission or postage charges prepaid. All notices of meetings of the Directors shall be sent not less than ten (10) nor more than sixty (60) days prior to the date of such Meeting; provided, however, that notices of Special Meetings of the Directors may be held upon two (2) days notice, if notice of such Meeting is sent by a commercial courier or delivery service or by telecopier (fax) transmission, or by other form of wire or wireless communication, meeting the criteria described in this sub-Section E.

F. Consent to Meeting; Waiver of Notice. All meetings at which all Directors are present and sign a written consent thereto, whether or not previous notice has been given, shall constitute a meeting of the Directors. Any Director may from time to time waive in writing any notice required to be given by law or by these By-Laws. The presence of any Director at a duly called meeting shall be deemed to be the attendance of such Director at said Meeting unless such Director appears and, prior to the transaction of any business at such meeting, specifically protests such Director's lack of proper notice.

G. Quorum. The presence of a majority of the Directors then in office shall be necessary to constitute a quorum of Directors. In the absence of a quorum, any meeting may be adjourned, from time to time, by the Directors present at such meeting, but no other business may be transacted. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting, as originally noticed. The attendance of a Director in a meeting by conference telephone or by similar communications equipment, whereby all persons participating in such meeting can hear each other, shall constitute the attendance of such Director at such meeting.

H. Voting. At all Meetings of Directors, each Director present as such meeting shall be entitled to one (1) vote upon any proposition submitted to a vote of the Directors.

I. Absences. Three (3) successive unexcused absences of a Director from meetings of the Board of Directors may be treated by the Board as equivalent to the resignation of such Director from the Board of Directors.

J. Consents in Lieu of Meetings. Any action which is required to be or which may be taken at a meeting of the Directors, or of any committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board or of the committee, as the case may be. Such consents shall have the same force and effect as a unanimous vote at a meeting duly held, and may be certified as such. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee, as the case may be.

ARTICLE V

OFFICERS OF THE CORPORATION

Section 1. Designation and Election of Officers. At the Annual Meeting of the Board of Directors each year, the Directors shall elect from their number a President, a Secretary and a Treasurer. The Board may also appoint such other officers, including, but not limited to, one or more Vice-Presidents, who need not be members of the Board of Directors, as the Directors determine to be necessary. A person may be elected to simultaneously serve in more than one office of the Corporation. In case any such office shall become vacant, such office may be filled by the Board of Directors at any time.

Section 2. Term of Office. The officers shall hold office, at the pleasure of the Board of Directors, for a period of one (1) year commencing on the date of their election and ending on the date of the Annual Meeting of the Directors in the next succeeding year. A person elected to fill a vacancy among the officers of the Corporation shall serve for the remainder of the unexpired term of his predecessor in office.

Section 3. Duties of Officers of the Corporation.

A. President. The President of the Corporation shall preside at all meetings of the Board of Directors of the Corporation and shall have the authority to supervise and direct all of the day-to-day business and affairs of the Corporation. The President shall be an ex officio member of all Committees.

B. Vice-President. The Vice-President shall perform such duties as may be delegated to him or to her by the Board or the President. In the event that more than one (1) Vice-President shall be appointed by the Board, each Vice-President shall have the respective duties delegated by the Board or President to such Vice-President.

C. Secretary. The Secretary shall keep, or cause to be kept, a record of the proceedings at all meetings of the Board of Directors and shall issue notices of all meetings and shall keep a roll of the attendance of the Directors at all meetings of the Board of Directors. The Secretary shall also attend to all official correspondence of the Corporation.

D. Treasurer. The Treasurer shall coordinate all financial affairs of the Corporation and shall safely keep, or cause to be kept, all monies of the Corporation. At each Annual Meeting of the Board of Directors, the Treasurer shall submit a comprehensive financial statement of the Corporation for the fiscal year last past. The Treasurer shall also report on the financial condition of the Corporation at each Regular Meeting of the Board, and when so directed by the President, the Treasurer shall make a similar report at any Special Meeting of the Board. Upon the expiration of his or her term of office, the Treasurer shall deliver all papers, books, monies, records, securities and other property of the Corporation in the Treasurer's possession to his or her successor or to such other person and the Board of Directors may designate.

E. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, need not be members of the Board of Directors and shall have such duties as may be specified by the Board of Directors.

Section 4. Removal and Resignation. Any officer may be removed with or without cause at any Regular Meeting of the Board of Directors or at any special meeting of the Board of Directors called by any two (2) Directors for such purpose; provided that each Director shall have been given written notice, in accordance with these Bylaws, in advance of any such meeting, that a resolution to remove such officer, identifying him or her by name and title, shall be submitted to the Directors at such meeting. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI

COMMITTEES

There shall be such Committees of the Corporation as the President or the Board of Directors may, from time to time, designate, and the Committees so designated shall perform such duties and fulfill such functions as the President or Board of Directors, as the case may be, shall prescribe in establishing such Committee.

ARTICLE VII

GENERAL PROVISION

Section 1. Contracts, etc., How Executed. Except as in these Bylaws otherwise provided or restricted, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors in accordance with the provisions of these Bylaws. When so authorized by the Board of Directors, any officer or agent of the Corporation may effect loans and advances at any time for the Directors from any bank, trust company, or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Directors, and when authorized as aforesaid, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Directors, may pledge, hypothecate or transfer any and all stocks, securities and other personal property at any time held by the Directors, and to that end endorse, assign and deliver the same.

Section 3. Deposits. All funds of the Directors shall be deposited from time to time to the credit of the Directors with such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Corporation to whom such power may be delegated from time to time by the Board of Directors.

Section 4. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, acceptances or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors in accordance with the provisions of these Bylaws. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories may be made without countersignature, by the President or Treasurer, or by any other officer or agent of the Corporation, to whom the Board of Directors, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Directors.

Section 5. General and Special Bank Accounts. The Board of Directors from time to time may authorize the opening and keeping of general and special bank accounts with such

banks, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as they may deem expedient.

Section 6. Two Signatures Required. Any other provisions of these Bylaws notwithstanding, the Board of Directors may not authorize any contract, deed, bond, loan, pledge, negotiable paper, check, draft or other order for the payment of money, note acceptance or other evidence of indebtedness issued in the name of the Corporation, to be executed by fewer than two (2) individuals, unless such execution by fewer individuals shall be authorized by resolution of the Board of Directors.

ARTICLE VIII

INDEMNIFICATION

Section 1. Mandatory Indemnification. The Corporation shall indemnify any Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he or she is or was a Director of the Corporation against reasonable expenses actually incurred by the Director in connection with the proceeding.

Section 2. Permissive Indemnification.

A. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or process if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or 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 which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable, cause to believe that his or her conduct was unlawful.

B. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses,

including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper.

C. To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (A) and (B) of this section, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

D. Any indemnification under subsections (A) and (B) of this section, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

E. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this section.

F. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under Section 537.117, Mo. Rev. Stat. 1986, any other provision of law, the Articles of Incorporation of the Corporation or these Bylaws or any agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

G. The Corporation shall have the power to give any further indemnity, in addition to the indemnity authorized or contemplated under other subsections of this section, including subsection (F), to any person who is or was a Director, officer,

employee or agent, or to any person who is or was serving at the request of the Corporation as a Director, officer, employee or agent of any other Corporation, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles of Incorporation of the Corporation or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in these Bylaw or agreement of the Corporation which has been adopted by a vote of the Board of Directors of the Corporation, and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

H. For the purpose of this section, references to the "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a Director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

I. For purposes of this section, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this section.

Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Corporation, or who, while a Director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit Corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, officer, employee, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under section (1) or (2) above.

ARTICLE IX

CONFLICT OF INTEREST

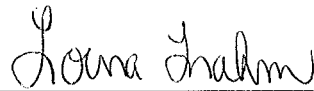
The corporation hereby adopts the Conflict of Interest Policy as attached hereto as Exhibit A.

ARTICLE X

AMENDMENTS

Section 1. Method of Amendment. These Bylaws may be amended or may be repealed and new Bylaws adopted only upon the affirmative vote of two-thirds (2/3) of the Directors then in office; notice of any meeting of the Directors at which any one or more amendments, deletions, additions or other changes to these By-Laws is to be proposed, together with a copy of each and every such proposed amendment, deletion, addition or other change, shall be sent to each Director not less than ten (10) days prior to the date of the meeting at which any and each such amendment, deletion, addition or change proposed will be submitted to the Director for approval or rejection.

Section 2. Effective Date of Amendment. Amendments of the Bylaws shall become effective upon adoption or at such time as prescribed in the resolution adopting the Amendment.



Lorna Frahm, Secretary
NWPC-STL Training Institute

Exhibit A

Conflict of Interest Policy

Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest 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 III, 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:

a. 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.

b. 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

a. 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.

b. 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.

c. 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:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

d. 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:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. 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 VII, 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.