

Capital Region Housing Collaborative BYLAWS

ARTICLE 1 - NAME AND OFFICES

Article 1, Section 1. Name

The name of this corporation shall be Capital Region Housing Collaborative (CRHC), hereinafter referred to as the Collaborative.

Article 1, Section 2. Offices

The principal office(s) of the Corporation shall be located within the organizations service area, which location(s) shall be determined from time to time by the Board of Directors. The Board may, at any time, establish brand or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE 2 - PURPOSE AND RESPONSIBILITY

Article 2, Section 1. Mission

To prevent and end homelessness in all forms.

To serve as the continuum of care for Ingham County, leading a collaborative, community approach to addressing and ending homelessness in all forms

The corporation is organized exclusively for the purpose of receiving and administering funds for charitable, religious, educational, or scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or any corresponding provision of the Internal Revenue Code).

ARTICLE 3 - MEMBERSHIP

Article 3, Section 1. General Membership

Members of the Collaborative shall be organizations, agencies, and individuals concerned with housing, shelter, health care, mental health, substance abuse, education, employment, and other services that address the needs of the homeless and those at risk of homelessness. The business of the Collaborative shall be managed by the Board of Directors.

Article 3, Section 2. Membership Categories

There shall be two categories of membership: voting members and general members. The Collaborative Secretary shall maintain a list of the names, addresses, and status of all members.

Article 3, Section 3. Collaborative Members

1. An individual or representatives of an organization or agency completing the annual membership application and paying the annual membership shall hereafter be known as a General Member of the Collaborative.
2. Annual dues shall be billed at such time as the Board of Directors determine is reasonable of each

year and shall be paid by the end of September of that year to determine and secure voting membership for the following fiscal year, October 1-September 30.

3. If an organization or individual cannot pay the annual membership, that entity can submit a written request for a waiver in writing to the Collaborative's Board of Directors for consideration.
4. Each individual or agency/organization Collaborative member shall have one vote and must identify one individual within their annual membership application to represent their interest in all matters requiring a Collaborative member vote. Said individual is hereinafter referred to as a Collaborative Voting Member.
5. A Collaborative Voting Member may identify one additional person to cast their eligible vote in their absence of a required Collaborative member vote. This additional person is hereinafter referred to as their Collaborative Proxy Voting Member.
6. An agency/organization may have additional representatives participate in committees.
7. Each voting member shall serve on at least one standing committee.
8. Voting members are eligible to serve on the Board of Directors.
9. Collaborative members shall recuse themselves from any vote that considers a project in which they or the organization they represent have a financial or other interest. Collaborative members shall also recuse themselves when a majority vote of the Board of Directors determines a failure to recuse would result in a possible appearance of impropriety.

Article 3, Section 4. Membership Dues

That Board of Directors may establish, recommend and maintain a paid dues policy on behalf of the Collaborative for its membership. Such a policy shall be subject to approval by a two-thirds majority of eligible Collaborative members, either in person, through electronic media attendance, or by approved proxy.

Article 3, Section 5. Termination, Transfer, Suspension and Removal of Members

Any Member may resign by submitting a written resignation either at a meeting of the Collaborative Network, or of the Board of Directors, or by mailing to the Collaborative at its registered office, and such resignation shall become effective forthwith without need of any acceptance, unless otherwise specified therein.

Membership in this Collaborative is not transferable or assignable.

Any Member may be suspended for a period of time, or removed with or without cause by the Board of Directors. A Member removed by the Board of Directors may appeal for re-instatement to the Members at an Annual Meeting and may be reinstated upon the majority vote of the Members in good standing at such meeting.

Notwithstanding the foregoing, the non-payment of dues by a Member by the first held General Network meeting of the fiscal year, shall result in automatic suspension of a Members' rights and privileges. If the delinquent dues are paid anytime after all rights and privileges of said Member shall automatically be re-instated.

ARTICLE 4 – MEMBER MEETINGS

Article 4, Section 1. General Network Meetings

Except as otherwise provided for in these Bylaws, General Network meetings shall be held at a frequency determined by the Board of Directors, at least quarterly, for the purpose of receiving input from the

community, providing interagency education and collaboration, and supporting the mission of the Collaborative.

Article 4, Section 2. Annual Meeting

An Annual meeting of all eligible voting members shall be held to elect members to the Board of Directors and consider proposed revisions to the bylaws. The Annual Meeting shall be held yearly in the month of September, or at such time and place as the Board determines is reasonable and that notice gives members a reasonable time to attend, in accordance with MCL 450.2404.

Article 4, Section 3. Special Meetings

Special meetings of the Members may be called at any time by the Chair or by the Board of Directors upon proper notice given by the Secretary of the Collaborative to the Members. Special meetings shall also be called within a reasonable time on petition to the Chair or Secretary by one-tenth (1/10th) of the Members in good standing, which petition shall set forth those matters of business to be transacted at the meeting. All Members in good standing shall be entitled to receive notice of and attend all meetings of the Members of the Collaborative

Article 4, Section 4. Notice of Meetings

Written notice of any meeting of Members stating the time and place where it is to be held, shall be served either personally, by mail, by facsimile, or by e-mail to the address as they appear on the books of the Collaborative, not less than thirty (30) days nor more than sixty (60) days before the meeting, upon each Member in good standing of the Collaborative. Written notice of any special meeting shall specify what matters of business are to be transacted at such meeting and no business other than that specified in the notice of the meeting shall be transacted at any special meeting of the Members.

Article 4, Section 5. Voting at Meetings

1. Each collaborative member or their proxy shall have one vote.
2. There shall be no voting by mail or by attorney-in-fact. A voting member may participate in a meeting of the Network or a committee by conference telephone or other electronic means by which all persons participating in The meeting may communicate participation in a meeting pursuant to this section.
3. Items requiring Collaborative action shall be determined by a majority vote of the established quorum.
4. Proxy voting is allowed by written notification to the Board Secretary at least 24 hours in advance of the meeting.
5. For the purposes of the Annual Meeting, a two-thirds majority of eligible members is required, either in person, through electronic media attendance, or by approved proxy.

Article 4, Section 6. Action by Voting Member in Lieu of Meeting

Any action required by law to be taken at a meeting of the Voting Members, may be taken without a meeting upon written consent, setting forth the action so taken signed by four-fifths (4/5) of the Voting Members in good standing. Prompt notice of any such action shall be given to the Voting Members who have not consented in writing.

ARTICLE 5 – BOARD OF DIRECTORS

Article 5, Section 1. Authority of Board of Directors

1. Each member, hereinafter referred to as (“Director”), of the Board of Directors, hereinafter referred to as (“the Board”), shall abide by the position description established in the Board Governance Policies
2. The affairs of the Collaborative shall be managed by the Board subject to the limitations set forth by law, the Articles, and these bylaws, but shall include, but are not limited to:
 - a. Determine the Collaborative’s objectives, and formulate plans to achieve them.
 - b. Establish policies for the administration of the affairs of the Collaborative.
 - c. Adopt and control the operating budget and financial plan of the Collaborative and assure the conduct of the financial affairs on a responsible basis in accordance with established policies.
 - d. Control, manage and maintain the property of the Collaborative, borrow money for corporate purposes, and to cause to be executed and delivered in the corporate name.
 - e. Sell any property, real, personal, or mixed, owned by the Collaborative, at any time on such terms as deemed advisable, at public or private sale, for cash or upon credit.
 - f. Retain sums received by the Collaborative uninvested, when in the discretion of the Board such sums cannot be invested advantageously.
 - g. Invest, reinvest, and retain funds received by the Collaborative in such stocks, bonds, mortgages, loans secured or unsecured, or other investments as the Board shall deem advisable.
 - h. Appoint such committees as it deems necessary and to establish powers and duties for them.
 - i. To select and remove Officers of the Collaborative and establish powers and duties for them.
 - j. Accept of decline, on behalf of the Collaborative, any contribution, gift, donation, bequest or devise for the general purposes or for any special purpose of the Collaborative.
3. The Board of Directors shall be authorized to employ and discharge a chief executive officer and resident agent to implement the Collaborative’s mission, goals, policies, and strategic plans. The Chief Executive Officer is responsible for personnel management including the hiring and discharge of Collaborative staff. In the absence of a Chief Executive Officer, the duties described in this subsection shall be discharged by the Board Chair.

Article 5, Section 2. Composition of Board of Directors

The Board of Directors is composed of fifteen (15) Directors, eleven (11) of whom shall be elected by the general membership. Three (3) Directors shall be reserved for one (1) representative each from the Ingham County Commissioners, the field of education, and one consumer representative, who shall be appointed by the Board of Directors. One (1) Director shall be reserved for the fiduciary agent with the majority of CRHC funding, as determined by the Board. No person shall be a Director who is not a Member in good standing, or an authorized representative of a Member, in good standing.

Article 5, Section 3. Board Terms of Office

The eleven elected Directors shall be elected to staggered three-year terms. The four appointed Directors shall be elected to one-year terms. To ensure that the Board is reflective of its service area and any changing population, no Director may serve more than four consecutive terms. A person who has served four

consecutive terms may be elected again to the Board of Directors after having rotated off the Board of Directors for at least two consecutive years. There shall be no limit to the number of terms that a Director may serve subject to the limitations above.

All elected Directors shall serve beginning on the date of the annual meeting of their election and ending on the date of the annual meeting at the end of their term. Board officers shall serve until their replacement is elected at the first board meeting of the new fiscal year. Board-appointed members shall serve a one-year term, beginning at the first meeting of the Board of Directors for the fiscal year and ending at the following Annual Meeting of the same fiscal year.

Article 5, Section 4. Board Nominations and Elections

Nominations for the eleven elected Directors shall be received by the Membership Committee and voted on at the Annual Network meeting in September. A Collaborative member in good standing may submit the name of any Collaborative member in good standing as a nominee for the Board of Directors to the Membership Committee. The Membership Committee shall present all eligible candidates to the voting members. These Directors shall be chosen by majority vote of the Collaborative voting members in good standing.

Nominations for the four appointed Directors shall be identified by the Membership Committee and presented at the first meeting of Board of Directors each fiscal year for consideration. These Directors shall be chosen by majority vote of the Board of Directors at their first meeting of the fiscal year. If no majority is obtained for an office, a run-off election shall commence immediately between the two persons receiving the largest number of votes.

Article 5, Section 5. Resignation, Removal and Vacancy of Directors

1. The resignation of any Director shall be in writing and addressed to the Board Chair or Secretary.
2. The Collaborative members in good standing shall have the power, with or without cause, to remove from office any member of the Board of Directors by a majority vote of the Collaborative voting members in good standing at a regular or duly called special meeting of the Collaborative members.
3. Directors are to attend regular schedule Board meetings. In the event a Director misses two or more consecutive regular meetings of the regularly scheduled Board meetings, or three meetings of the regularly scheduled Board meetings in a calendar year, the Executive Committee may make a recommendation to the full Board for said Director's removal.
4. The Board of Directors shall determine whether it is necessary to hold an election to fill mid-term vacancies on the Board of Directors.

Article 5, Section 6. Frequency of Meetings

Regular meetings of the Board of Directors shall be no less than quarterly, and as frequently as deemed necessary by the Board of Directors. The Chair of the Board of Directors shall call special meetings of the Board of Directors at their discretion, and upon request of a majority of the members of the Board of Directors.

Article 5, Section 7. Board of Directors, Quorum

One half of the elected board members must be present at the meeting to constitute a quorum. If less than a quorum is present, a meeting may be conducted, but no action can be taken. There shall be no voting by mail or by attorney-in-fact. A Director may participate in a meeting of the Board or a committee by conference telephone or other electronic means by which all persons participating in the meeting may communicate participation in a meeting pursuant to this section.

ARTICLE 6 - OFFICERS

Article 6, Section 1. Number, Qualifications and Term of Office

The minimum officers of the Collaborative shall be the Chair, Vice-Chair, Secretary, and Treasurer. The Officers of the Board shall be elected to a two-year term. The Chairperson and Vice Chairperson are elected to two-year terms in odd numbered years, and the Secretary and Treasurer elected in even numbered years. No person shall hold more than one office simultaneously. No person shall be an officer who is not a member of the Board of Directors.

Article 6, Section 2. Election and Removal of Officers

The Officers of the Collaborative shall be elected annually by the Board of Directors at a meeting to be held directly following the Annual Meeting of Members. At any duly called meeting of the Board of Directors, at which a quorum is present, any Officer may be removed from office, with or without cause, by the affirmative vote of the majority of the Directors present.

Article 6, Section 3. Duties and Responsibilities of Chairperson

The Chairperson shall fulfill all responsibilities listed in the Board-approved Chairperson position description. The Chairperson shall preside at all meetings of the Collaborative members including the network meetings, executive committee, and the Board of Director's. The Chairperson shall provide supervision of the CEO. The Chairperson may sign with the Secretary or any other officer of the Collaborative authorized by the Board, contracts and other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board to one or more employees or agents of the Collaborative. They shall also exercise such other authority and perform such other duties as the Board of Directors may from time to time assign to them.

Article 6, Section 4. Duties and Responsibilities of Vice-Chairperson

The Vice-Chairperson shall fulfill all responsibilities listed in the Board-approved Vice-Chairperson position description. The Vice-Chair shall aid the Chairperson and shall perform such other duties and exercise other authority as may from time to time be imposed upon or assigned to them by the Board of Directors. In the event of the death, absence, incapacity, inability, or refusal to act of the Chairperson, the Vice Chairperson shall preside as Chairperson until such time as the Chairperson shall resume their duties.

Article 6, Section 5. Duties and Responsibilities of Secretary

The Secretary shall fulfill all responsibilities listed in the Board-approved Secretary position description. The Secretary shall attend the meetings of the members, the Board of Directors and of the Executive Committee, and shall record all votes taken and the minutes of all proceedings of such meetings. The Secretary, or assigned Collaborative employee or agent, shall notify the members of the Collaborative and the Board of Directors

of their respective meetings in accordance with these ByLaws. The Secretary shall also ensure that the following records are properly recorded and maintained:

1. Meeting Attendance
2. Membership lists containing names, addresses, and voting status
3. Membership Forms and Documentation
4. Agency governing documents, contracts, and other legal documents

Article 6, Section 6. Duties and Responsibilities of Treasurer

The Treasurer shall fulfill all responsibilities listed in the Board-approved Collaborative Treasurer position description. The Treasurer or the designee shall be the Chief Financial Officer of the Collaborative and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the transactions of the Collaborative, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. In particular, the Treasurer shall monitor all activity and expenditure of funds provided to the Collaborative by contract or agreement with any state, federal or municipal source. When requested by the Chairperson, the Treasurer shall render an account of the financial condition of the Collaborative.

Article 6, Section 7. Resignation and Vacancies

Any Officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the Chairperson or the Secretary, of the Collaborative. Unless otherwise specified in such written notice, such resignation shall take effect on receipt thereof by the Board of Directors or by such Officer, and the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Article 6, Section 8. Collaborative Staff

The Board of Directors may select a Chief Executive Officer or resident agent and assign such duties as the Board of Directors determines.

ARTICLE 7 - STANDING AND AD HOC COMMITTEES

Article 7, Section 1. Standing Committees

The Board of Directors, by resolution adopted by a majority of the Directors, may designate one or more committees with membership comprised of Collaborative members in good standing. Each committee shall have an may exercise such powers as are prescribed in the resolution of the Board establishing such committee, however, that a committee that has a voting member any person other than a Director of the Collaborative shall be advisory in nature, and no committee shall have the power or authority to take any action which a committee is prohibited by law from taking. No committee shall have the power or authority to exclusively amend the Articles of Incorporation; Recommend dissolution of the Collaborative; Amend the ByLaws; Elect Directors; Enter into contracts; add staff positions. The Collaborative shall maintain at minimum the following standing committees:

- **Executive Committee responsibilities:**
 - Manage business and affairs of the Collaborative.
- **Membership Committee responsibilities:**
 - Recruit new members for the collaborative, perform orientation of new members, and review

applications for membership. Coordinate Fund Development for the Collaborative.

- Ensure that activities and issues important to those served by the CRHC are presented to and promoted within the community at large in a timely and effective manner.
- Accept nominations in accordance with Article 5.4 and present a slate of eligible candidates.
- Identify candidates for appointed positions in accordance with Article 5.4.

- **Strategic Planning Committee responsibilities:**
 - Monitor agency reporting and performance.
 - Manage all other quality improvement activities.
 - Maintain the Collaborative's strategic plan.

- **Continuous Quality Improvement Committee responsibilities:**
 - Monitor data Management.
 - Oversee Continuous Quality Improvement Standards of the Collaborative.
 - Monitor agency reporting and performance.

- **Collaborative Committee responsibilities:**
 - Identify gaps in services.
 - Identify opportunities and challenges.
 - Coordinate discharge planning.
 - Provide training and information for Interagency Service Teams.

- **Finance Committee responsibilities:**
 - Monitor all finances administered by the Collaborative.
 - Serve as the Audit Committee for the Collaborative.
 - Participate in, but not limited to, HUD Continuum of Care, MSHDA ESG, City of Lansing ESG, grant application scoring processes and make funding recommendations to the Board of Directors for a approval.
 - Monitor relationship defined in a Board approved Memorandum of Understanding with an identified and qualified fiduciary agent.
 - Oversee Collaborative fundraising efforts as determined by the Board of Directors.

Article 7, Section 2. Frequency, Procedures and Records

Except as otherwise provided for in these Bylaws, standing committees no less than quarterly or as frequent as determined by their chairperson. Each committee of the Collaborative and each member thereof shall serve at the pleasure of the Board of Directors. Each committee shall keep regular minutes of its meetings and records of its actions and shall report the same from time to time to the Board. Each committee shall deliver regularly to the Board of Directors Chairperson or assigned agent, copies of its minutes and records. A committee shall meet on the call of the chairperson of the committee, or the Board of Directors Chairperson, at such place and time as the person calling the meeting shall appoint, unless the committee designates a different meeting place or time. A majority of the members of a committee shall constitute a quorum at all meetings, and the vote of the majority of the Members present shall be the action of the committee. Consent

required or permitted to be taken pursuant to authorized vote at any meeting of a committee may be taken without a meeting if, before or after the action, all members of the committee consent thereto in writing. Written consents shall be filed with the minutes of the proceedings of the committee. Such consents shall have the same effect as the vote of the committee for all purposes. Meeting of a committee may be conducted by telephone conference or by video conference through which all persons participating in the meeting can communicate with all other participants.

Article 7, Section 3. Committee Chairs

The Board of Directors shall appoint from the Board of Directors a chairperson of a committee, with exception for the Executive Committee as the Board Chairperson fills this role and the Finance Committee as the Board Treasurer by fills this role. All committee chairpersons shall serve one-year terms. The committee chairpersons responsibilities include but are not limited to the following:

1. Setting the Agenda for the committee meeting
2. Conducting the committee meeting
3. Recruiting committee members as needed from the Collaborative members in good standing
4. Ensure the compiling and mailing of meeting notices
5. Record accurate documentation of meeting minutes and attendance
6. Communicating with the Board of Directors

Article 7, Section 4. Ad Hoc Committees

The Board of Directors may designate ad hoc committees to complete temporary or limited assigned tasks with adherence to Article 7.2 and Article 7.3. The Board Secretary shall keep an accurate record of all past and present ad hoc committees and make available to the Board of Directors and Collaborative members.

Article 8 – Contracts, Fiscal Affairs and Audits

Article 8, Section 1. Contracts

The Board may authorize Officers of the Collaborative and/or employees to enter into contracts and execute and deliver instruments in the name of an on behalf of the Collaborative. Such authority, whether it be general or specific, shall be in writing.

Article 8, Section 2. Fiscal Year

The fiscal year of the Collaborative shall run from October 1 through September 30.

Article 8, Section 3. Audits

After the close of the fiscal year of the Collaborative, the financial transactions of the preceding fiscal year shall be audited by a certified public accountant, as directed by the Board of Directors or if required by law. A report of the audit shall be made to the Board of Directors and to the members of the Collaborative. In the absence of a required audit, the Board Treasurer shall complete an annual report on the Collaborative's financial performance, and make said report available to the Board of Directors and to the members of the Collaborative.

Article 8, Section 4. Checks, Deposits and Withdrawals

All monies of the Collaborative shall be deposited in the name of the Collaborative under such conditions and at such financial institutions as shall be determined by the Board of Directors. The Board may authorize Officers of the Collaborative and/or employees to execute checks, drafts or orders for the payment of money and all notes, mortgages or other evidence of indebtedness issued in the name of the Collaborative as established by resolution of the Board. All funds of the Collaborative shall be deposited within two (2) business days of receipt of the credit of the Collaborative in such banks, savings and loan associations, and other depositories as determined by the Board.

Article 8, Section 5. Investments and Gifts

Any funds of the Collaborative which are not needed currently for the activities of the Collaborative may, at the discretion of the Board be invested in such investment as permitted by law. The Board may accept on behalf of the Collaborative any contribution, gift, donation, bequest or device for the general purposes or for any special purpose of the Collaborative.

Article 8, Section 6. Budget

The annual budget of estimated income and expenditures of the Collaborative, and all revisions thereof, shall be approved by the Board of Directors. No expenses shall be incurred in excess of budgetary appropriations without the prior approval of the Board or Executive Committee.

Article 8, Prohibited Activities

Notwithstanding any other provisions of the Code of ByLaws, no Member, Director, Officer, agent or employee of the Collaborative shall take any action or carry on any activity by or on behalf of the Collaborative not permitted to be taken or carried on by an organization described in Section 501(c)(3) of the Internal Revenue Code as amended or any equivalent provision as may hereafter exist.

ARTICLE 9 – APPEAL AND GRIEVANCES

Article 9, Section 1. Purpose

The Collaborative shall maintain an policy as set by the Board of Directors to address appeals and/or grievances and establish a process for concerns to be addressed that involve and impact the Network, clients, and agencies.

ARTICLE 10 – BYLAWS

Article 10, Section 1. Adoption

Adoption of these Bylaws shall require a two-thirds majority vote of eligible voting members at the Annual Meeting.

Article 10, Section 2. Amendments

The power to make, amend, alter, supplement, repeal or restate these ByLaws is vested in the voting members of the Collaborative, but this power does not authorize any amendment which would have the effect of disqualifying the Collaborative as an exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Service Code or any equivalent provision as may hereafter exist Proposed amendments to

these Bylaws may be initiated by any member and presented to the Executive Committee for their approval at least 60 days in advance of the annual meeting or special meeting called for that purpose shall be necessary to effect any change in these Bylaws. Upon approval, the Executive Committee shall present proposed amendments to be voted upon at the annual meeting or set special meeting. If bylaw amendments would be voted at a set special meeting, it is subject to the same meeting requirements of the Annual Meeting, as described in Article 4. Unless otherwise provided, such amendments, alterations, supplements, repeals or restatements shall be effective immediately upon adoption.

ARTICLE 11 – OPEN MEETINGS

Article 11, Section 1. Compliance with Open Meetings Act

Except as otherwise provided for in these Bylaws, the Collaborative shall abide by the provisions of the State of Michigan’s “Open Meetings Act”.

Article 11, Section 2. Parliamentary Authority

All meetings shall be ordinarily conducted in an informal manner, but may be conducted by Robert’s Rules of Order (revised edition) as deemed appropriate by the Chair.

ARTICLE 12 – NON-DISCRIMINATION

Article 12, Section 1. Purpose

The Capital Region Housing Collaborative is committed to equal opportunity for all persons without regard to sex, age, race, color, religion, creed, national origin, marital status, disability or sexual orientation. It is the policy of Collaborative Region Housing Collaborative to comply with all federal, state and local laws and regulations regarding equal opportunity. In keeping with that policy, Capital Region Housing Collaborative is committed to maintaining an environment that is free of unlawful discrimination and harassment.

ARTICLE 13 - INDEMNIFICATION OF DIRECTORS AND EMPLOYEES

Article 13, Section 1. Indemnification

The Collaborative shall, to the fullest extent authorized or permitted by law, indemnify any Director, Ex-Officio Director or, Officer of the Collaborative (and, to the extent provided by resolution of the Board or by contract, may indemnify any volunteer,, employee or agent of the Collaborative) who was or is a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was a Director, Ex-Officio Director, Officer, volunteer, employee or agent of the Collaborative, or is or was serving at the request of the Collaborative as a trustee, director, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, whether for profit or not for profit, against expenses (other than taxes, penalties or expenses of correction), including attorneys’ fees (which expenses may be paid by the Collaborative in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not

Opposed to the best interests of the Collaborative, and such person is either successful in his or her defense of the proceeding, or the proceeding is terminated by settlement, or other determination and such person has not acted willfully and without reasonable cause with respect to the corporate duties concerned, and with respect to any criminal action or proceeding, if the person 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, does not, of itself, create a presumption that the indemnitee did not act in good faith and in a manner which the indemnitee reasonably believed to be in or not opposed to the best interests of the Collaborative and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Article 13, Section 2. Liability Insurance

The Collaborative may purchase and maintain insurance on behalf of its Directors, Ex-Officio Directors, Officers, employees, agents, and volunteers against any liability (including penalties, taxes, expenses of correction, judgments, settlements or expenses) asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Collaborative would have the power to indemnify him or her against such liability under the provision of this Article or any other provision of law.

Article 13, Section 3. Limitation on Indemnification

Notwithstanding any other provision of these bylaws, the Collaborative shall not indemnify any person in connection with any action, suit, proceeding or claim brought or made by such person unless such action was authorized by a majority vote of the Board.

Article 13, Section 4. Approval of Indemnification

An indemnification, unless ordered by a court, shall be made only as authorized by a majority vote of the Directors who were not parties to the action, suit or proceeding. However, if three or more Directors were not parties of the action, suit or proceeding, any such indemnification may be made only in accordance with the written legal opinion of legal counsel specifically retained for the purpose of determining whether such indemnification is appropriate.

Article 13, Section 5. Rights to Continue

A right to indemnification will continue as to a person who has ceased to be a Director, Ex-Officio Director or Officer of the Collaborative. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Collaborative to the extent provided in a resolution of the Board or in any contract between the Collaborative and the person.

ARTICLE 14 – CONFLICT OF INTEREST

Article 14, Section 1. Conflict of Interest

No contract or other transaction between the Collaborative and one or more of the Directors and any other corporation, firm, partnership, association, organization or entity in which one or more of its Directors is a director or officer, or is financially interest, shall be either void or voidable solely for such reason, or solely because the Director is present at or participates in the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction if:

- a. The material facts of this relationship or interest as to the transaction are disclosed, or are known to the Board of Directors, and the Board of Directors in good faith authorizes the contract or transaction by a vote or consent sufficient for the purpose without counting the vote of such interested Directors; or
- b. The material facts of such relationship, or interest, are disclosed or known to the Members entitled to vote thereon, if any, and the contract or transaction is specifically approved in good faith by vote of the Members; or
- c. The contract or transaction is fair and reasonable to the Collaborative.

Common or interested members of the Board of Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes such a contract or transaction.

Article 14, Section 2. Conflict of Interest Disclosure

Any duality of interest or possible conflict of interest on the part of any Director should be disclosed to the other members of the Board of Directors and made a matter of record through annual disclosure and when the interest becomes a matter of Board action. Any Director having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation. The foregoing requirements should not be construed as preventing the Director from briefly stating his or her position in the matter nor from answering pertinent questions of other Directors since the Director's knowledge may be of great assistance. The Board of Directors shall adopt a formal conflict of interest policy in furtherance of the above principles applicable to Directors, Officers and employees of the Collaborative.

ARTICLE 15 – MISCELLANEOUS

Article 15, Section 1. Dissolution

Upon dissolution or final liquidation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities and obligations of the Collaborative, distribute all remaining assets of every nature and description of the Collaborative to one or more funds, foundations, or corporations organized and operated exclusively for the purposes specified in Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or to a state or local government, for a public purpose, as determined by the Member.

Article 15, Section 2. Descriptive Headlines

Titles to paragraphs and subparagraphs are intended only for convenience of reference and shall be given no effect in the construction or interpretation of these Bylaws.

Article 15, Section 3. Governing Law

These ByLaws shall be construed and interpreted in accordance with the laws of the State of Michigan.

Article 15, Section. Books and Records

The Collaborative shall keep correct and complete books and records or accounts and other records of the activities of the Collaborative as may be appropriate. All such records shall be open to inspection upon the demand of the Member or any member of the Board of Directors.

Article 15, Section 5. Annual Financial Statements

The Collaborative shall annually cause there to be prepared audited financial statements of the Collaborative, which statements shall be provided to the Board of Directors within four months after the end of the fiscal year.

Revision History:

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