

# ALCONA COUNTY COMMISSION ON AGING BYLAWS

Adopted January 23, 2024

Ratified by the General Members on February 13, 2024

## ARTICLE I

### Name & Office

1. *Name.* This nonprofit corporation (the “Corporation” or “ACCOA”) shall be known as the Alcona County Commission on Aging and may be referred to as ACCOA.
2. *Principal Office.* The principal office of the Corporation shall be 207 Church Street, Lincoln, MI 48742 or such place within the State of Michigan as the Board of Directors (“Board”) may determine from time to time.
3. *Other Offices.* The Board may establish other offices in or outside the state of Michigan.

## ARTICLE II

### Purpose

1. The ACCOA is a nonsectarian, nonprofit organization the purpose of which is:
  - a. To provide programs and services for senior residents of Alcona County, Michigan. “Seniors” are those individuals aged 60 and above;
  - b. To provide a forum to define the needs and desires of Alcona County senior citizens;
  - c. To work cooperatively with other agencies to communicate and promote the interest of Alcona County senior citizens to legislative bodies and news media regarding economic and social issues;
  - d. To assist Alcona County senior citizens in channeling their questions and concerns to the agency or authority most appropriate to provide an adequate response; and
  - e. To promote and secure federal, state, local, and private funding to support the operation of programs and services for Alcona County senior citizens.

## ARTICLE III

### Membership

1. *General Membership.* General Membership is available to all Alcona County residents who are 60 or more years of age, and to their spouses (“General Members”).

2. *Participating Membership.* Any General Member may become a “Participating Member.” A General Member will become a Participating Member by completing and having recorded a current National Aging Program Information System (“NAPIS”) form.
3. *Voting.* Each Participating Member shall have one vote in those matters as specified in these Bylaws only.

#### **ARTICLE IV**

##### **Meetings**

1. *Annual Meeting.* The annual meeting of the Board shall be held on the fourth Tuesday in October. At each annual meeting, Directors shall be elected as described in these Bylaws and any other business shall be transacted that may come before the meeting. If the annual meeting is not held at that time, the Board shall cause the meeting to be held as soon thereafter as is convenient within sixty (60) days.
2. *Regular Meetings.* A regular meeting of the Board shall be held without other notice than these Bylaws on the fourth Tuesday of each month, or at another time selected by the Board provided that notice is given. The Board may provide, by resolution, the time and place for the holding of additional regular meetings with written notice given at least seven (7) days prior to the meeting as otherwise provided herein. If the monthly meeting is not held at that time, the Board shall cause the meeting to be held as soon thereafter as is convenient.
3. *Special Meetings.* Special meetings of the Board may be called by the President or any two Directors at a time and place as determined by those persons calling the special meeting. Notice of any special meeting shall be given at least 24 hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally, mailed, either via first class mail or electronically to each Director at the Director’s address as registered with the Corporation. The notice shall describe the purpose for which the meeting is called. The attendance of a Director at a Board meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If emergency action must be taken, the Executive Committee may call a special meeting with no notice; however, any decisions made at such meeting must be submitted to the full Board for ratification either at a special meeting of the Board occurring within seven days or the next regular meeting, whichever is sooner.
4. *Board Action Without Meeting.* Any action that must be taken by Board action but cannot be delayed until the next regular or special meeting may be taken without a meeting if all Directors consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board. All decisions made by written consent must be ratified at the next regular meeting by majority vote. If such actions are not ratified, they shall be unwound to the greatest extent possible.
5. *Notice; Waiver of Notice.* The time and place of regular meetings of the Board shall be set at the annual meeting and no notice shall be required prior to such meetings. If the day and

time of a regular meeting is changed by Board vote, notice of the new time and place shall be given at least seven (7) days prior to the meeting by written notice, stating the time and place of the meeting, delivered personally, mailed, either via first class mail or electronically to each Director at the Director's address as registered with the Corporation. The attendance of a Director at a Board meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the Director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

6. *Meeting by Telephone or Similar Equipment.* A Director may participate in a meeting by conference telephone, video conference, or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.
7. *Quorum.* A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board unless a greater majority is required by law or these Bylaws for a particular action.
8. *Public Participation.* Regular board meetings are open to any General and/or Participating Member of ACCOA, who may present questions and comments to the Board in an orderly manner in accordance with rules set by the Board.
9. *Robert's Rules of Order.* Robert's Rules of Order shall be used to conduct all meetings and business except as otherwise specified herein.

## **ARTICLE V**

### **Board of Directors**

1. *General Powers.* The business, property, and affairs of the Corporation shall be managed by the Board of Directors. Directors shall serve without compensation.
2. *Number.* There shall be not less than five (5) nor more than nine (9) Directors on the Board. Directors shall be residents of Alcona County.
3. *Tenure.* Directors shall be elected for three (3) year terms.
4. *Board Vacancies.* A vacancy on the Board may be filled with a person selected by appointment by the Board by majority vote. A Director appointed to fill a vacancy shall be a Director for a term of office continuing until the next election of Directors. If resignation, death, incapacity, or other event causes more than two vacancies on the Board, the Executive Committee may call a special election to fill such vacancies. Notice of the special election must be given at least fourteen (14) days before the election is held. Each person so elected shall be a Director for a term of office continuing until the next election of Directors.

5. *Resignation.* A Director may resign at any time by providing written notice to the Corporation. Notice of resignation will be effective on receipt or at a later time designated in the notice. Failure of a Director to attend three consecutive meetings shall be construed as a resignation unless notification of such absence is submitted to the Executive Committee prior to the meeting and approved by the Executive Committee, such approval not to be unreasonably withheld.
6. *Removal.* Any Director may be removed with or without cause by a 2/3 majority vote of the Board held at a regular or special meeting, the Director being the subject of the vote abstaining.
7. *Compensation.* All Directors serve without compensation.
8. *No Director Employees.* No Director shall be an employee of the ACCOA or any corporation or other organization receiving funds for which the Board acts as an advisory body; exceptions may be made by majority vote of the Board in the event of an emergency and only for a limited time, not to exceed 2 months.
9. *Household Limitation.* No two persons who are of the same immediate family shall serve on the Board simultaneously. An immediate family is defined as an individual's spouse, relationship partner, siblings, parents, nieces and nephews, children, adopted children, step-children, and their parents-in-law and siblings-in-law, if any.
10. *Member-at-Large.* One individual from the Alcona County Board of Commissioners shall serve as a Member-at-Large of the Board. Members-at-Large shall have no voting privileges, but shall be notified of, and may participate in, any Board meetings or business.

## **ARTICLE VI**

### **Board Elections**

1. *Nominating Committee.* At the June meeting of the Board, the President shall appoint a Nominating Committee of three persons from the Board or Participating Members to recruit candidates for the Board of Directors. The Nominating Committee shall prepare and present a provisional slate of board candidates (the "Provisional Slate") to the Participating Membership by posting a notice at each customary service site and by presenting the notice on the record at the August meeting. The Nominating Committee shall also provide the ACCOA Executive Director with the Provisional Slate as soon as it is available, and the ACCOA Executive Director shall promptly use his or her best efforts to arrange the delivery or mailing of the Provisional Slate to all Participating Members. All nominations must be accepted by the nominee to be valid.
2. *Notice of Election.* Notice of the election, giving the dates, times, and the final slate of board candidates shall be posted at each service site at least seven (7) days before the Election Period. The ACCOA Executive Director shall use his or her best efforts to arrange the delivery or mailing of the notice of election to each Participating Member.

3. *Election Period.* Ballots may be submitted by Participating Members at each service site during business hours from September 1 to the date of the September meeting, including the day of the September meeting.
4. *Ballots.* Participating Members appearing at a service site during the Election Period may request a ballot and shall complete that ballot in a designated area immediately following receipt. Participating Members that receive in-home services such as delivered meals may request a ballot to be brought to them with their regular in-home service during the Election Period (“In-Home Ballot”). Participating Members receiving an In-Home Ballot shall complete the ballot upon receipt and return it to the ACCOA representative providing in-home services during the same service visit, if possible. If it is not possible for a Participating Member to complete their In-Home Ballot during the same visit, the ballot shall be completed and returned to an ACCOA representative at the next in-home service visit.
5. *Election Results.* The Nominating Committee shall open and counts ballots at the end of the evening meal the day after the September board meeting. Each Nominating Committee member shall count the ballots, and any candidate may also be present and shall have the right to request a recount at that time. In the event of a tie vote, the Nominating Committee shall choose a winner by a single coin toss. The Nominating Committee shall record, sign, and date the results of the election for each candidate. Election results may be inspected by any board member at any time that two additional board members are present.

## **ARTICLE VII**

### **Officers**

1. *Election of Officers.* At the annual meeting, the Board shall elect ACCOA officers, which shall include a President, a Vice-President, a Treasurer, and a Secretary. Officers shall be elected from among the Board. The affirmative vote of a majority of Board members in attendance at the annual meeting will be required for the election of each officer. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law, by the President, or by the Board to be executed, acknowledged, and/or verified by two or more Officers.
2. *Tenure.* The term of office of each officer shall be one year. Any officer may be removed from office at any meeting of the Board, with or without cause, by the affirmative vote of a majority of the Board members then serving whenever in their judgment the best interests of ACCOA will be served.
3. *President.* The President shall preside over all meetings of the Board and shall work with the Executive Director of the Corporation to author Board agendas. The President shall be an ex-officio member of all committees. In general, the President shall perform the duties incident to the office of President and such other duties as may be prescribed by the Board from time to time, including, but not limited to, (a) serving as the contact point for the Board regarding Board issues; (b) setting goals and objectives for the Board and

ensuring they are met; (c) ensuring that all Board members are involved in committees; and (d) motivating Board members to attend meetings.

4. *Vice President.* The Vice President shall have the power to perform duties that may be assigned by the President or the Board. If the President is absent or unable to perform the duties of President, the Vice President shall perform the President's duties until the President is able to resume such duties and/or the Board directs otherwise. The Vice President shall perform all duties incident to the office.
5. *Secretary.* The Secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Director as required by law, the Articles of Incorporation, or these Bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each Officer and Director; and (e) perform all duties incident to the office and other duties assigned by the President or the Board.
6. *Treasurer.* The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) ensure the Corporation keeps accurate books and maintains records of corporate receipts and disbursements; (c) oversee or perform the deposit of all moneys and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) oversee the completion of or shall complete all required corporate filings; (e) oversee the completion of or shall complete all required federal, state, and local tax filings; (f) oversee the completion of or complete all required financial filings; and (g) perform all duties incident to the office and other duties assigned by the President or the Board. The Treasurer may delegate any duties to the Executive Director of the Corporation but shall provide oversight of any duties so delegated.
7. *Vacancies.* A vacancy in any office for any reason may be filled by the Board by majority vote for the duration of the unexpired portion of the term.

## **ARTICLE VIII**

### **Committees**

1. *General Powers.* The Board, by resolution adopted by its Directors voting at a meeting, may designate one or more committees, each committee consisting of one or more Directors and any number of persons who are not Directors. The Board shall designate a committee chair to lead the meetings of any established committee. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.
2. *Limitations.* A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business and affairs to the extent provided by resolution of the Board. However, unless otherwise provided in these Bylaws, no committee shall have the power to:

- a. amend the Articles of Incorporation;
  - b. adopt an agreement of merger or consolidation;
  - c. amend the Bylaws of the Corporation;
  - d. fill vacancies on the Board;
  - e. recommend to Directors the sale, lease, or exchange of all or substantially all of the Corporation's property and assets;
  - f. recommend to the Directors a dissolution of the Corporation or a revocation of a dissolution; or
  - g. remove Directors.
3. *Meetings.* Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in Article IV for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.
  4. *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.
  5. *Executive Committee.* An Executive Committee shall be established, consisting of the elected officers of ACCOA and shall be empowered to act on behalf of the Board in matters which require immediate decision. Actions of the Executive Committee may be taken in person, by email, by teleconference, or by phone. Executive Committee decisions will be presented to the Board for ratification at the Board's next meeting. Any member of the Executive Committee may attend any committee meeting as an ex-officio member.

## **ARTICLE IX**

### **Corporate Document Procedure**

1. *Contracts.* The Board may authorize any Officer or Officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledge in the name and on behalf of the Corporation. Such authority may be general or confined to specific instances but the appointment of any person other than an Officer to acknowledge an instrument required by law to be acknowledged shall be made by written instrument. When the Board authorizes the execution of a contract or any other instrument in the name of and on behalf of the Corporation, without specifying the executing Officers, the President and the Treasurer or Secretary may execute the same and may affix the corporate seal thereto.
2. *Loans.* No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. No loan, advance to, or overdraft of withdrawal by an Officer or Director of the

Corporation other than in the ordinary course of business of the Corporation, and on the ordinary and usual course of the business or security, shall be made or permitted unless each such transaction shall be approved by a vote of two thirds (2/3) of the Board, excluding any Director involved in such transactions and a full and detailed statement of all such transactions and any payments shall be submitted at the next meeting of the Directors and the aggregate amount of such transactions less any repayment shall be stated in the next report to the board.

3. *Checks.* All checks, drafts, or other orders for the payment of moneys, notes, or other evidence 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 from time to time be determined by resolution of the Board.
4. *Gifts.* The Directors may accept on behalf, and for the benefit, of the Corporation any contribution, gift, bequest, due, devise, or other fee only for the nonprofit purposes of the Corporation. Directors may not accept any contributions, gifts, bequests, dues, devises, or fees for any purpose other than for the nonprofit purposes and the benefit of the Corporation. Directors may accept “token” gifts of purely sentimental value as such as flowers, chocolates, greeting/thank you cards, and the like.
5. *Contracts Between Corporation and Related Persons.* Any contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any firm of which one or more of the Corporation’s Directors are members or employees, or in which one or more of the Corporation’s Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of the Corporation which acts upon, or in reference to, such contract or transaction, and notwithstanding the Director’s or Directors’ participation in such action, if the fact of such interest shall be disclosed or known to the Board, and the Board, shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

## **ARTICLE X**

### **Indemnification**

1. *Nonderivative Actions.* Subject to all of the other provisions of this Article, the Corporation shall 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. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Director or Officer of the Corporation, or who was or is serving at the request of the Corporation as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and



amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if the person 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. With respect to any criminal action or proceeding, the person must have 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 on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the Corporation or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

2. *Derivative Actions.* Subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to, 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 because (a) the person was or is a Director or Officer of the Corporation or (b) the person was or is serving at the request of the Corporation as a Director, Officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation or its members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.
3. *Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this Article.
4. *Contract Right; Limitation on Indemnity.* The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a Director or Officer as an employee or agent of the Corporation as well as in such person's capacity as a Director or Officer. Except as provided in Section 3 of this Article, the Corporation shall have no obligations under this Article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.
5. *Determination That Indemnification Is Proper.* Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable

standard of conduct set forth in Section 1 or Section 2 of this Article, whichever is applicable. The determination shall be made in any of the following ways:

- a. By a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit, or proceeding.
  - b. If the quorum described in clause (a) above is not obtainable, by a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.
  - c. By independent legal counsel in a written opinion.
  - d. By the members.
6. *Proportionate Indemnity.* If a person is entitled to indemnification under Section 1 or Section 2 of this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.
7. *Expense Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 1 or Section 2 of this Article may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.
8. *Nonexclusivity of Rights.* The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
9. *Indemnification of Employees and Agents of the Corporation.* The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.
10. *Former Directors and Officers.* The indemnification provided in this Article continues for a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of that person.
11. *Insurance.* The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Officer, employee, or agent of the Corporation or (b) was or is serving at the request of the Corporation as a Director, Officer, employee, or agent of

another corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the 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 Corporation would have power to indemnify against liability under this Article or the laws of the State of Michigan.

12. *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this Article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation to provide before the change.

## **ARTICLE XI**

### **Fiscal Year**

1. *Fiscal Year.* The fiscal year of the Corporation shall begin on October 1 and end on September 30.

## **ARTICLE XII**

### **Books and Records**

1. *Maintenance of Books and Records.* The proper officers and agents of the Corporation shall keep and maintain the books, records, and accounts of the Corporation's business and affairs; minutes of the proceedings of its Board and committees, if any; and the stock ledgers and lists of shareholders, as the Board shall deem advisable and as shall be required by the laws of the State of Michigan and other states or jurisdictions empowered to impose such requirements. Books, records, and minutes may be kept within or without the State of Michigan in a place that the Board shall determine.
2. *Reliance on Books and Records.* In discharging their duties, a Director or Officer of the Corporation, when acting in good faith, may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
  - a. One or more Directors, Officers, or employees of the Corporation, or of a business organization under joint control or common control, whom the Director or Officer reasonably believes to be reliable and competent in the matters presented.
  - b. Legal counsel, public accountants, engineers, or other persons as to matters the Director or Officer reasonably believes are within the person's professional or expert competence.
  - c. A committee of the Board of which they are not a member if the Director or Officer reasonably believes the committee merits confidence.

A Director or Officer is not entitled to rely on the information set forth above if they have knowledge concerning the matter in question that makes reliance otherwise permitted unwarranted.

### **ARTICLE XIII** **Executive Director**

1. *Position of Executive Director.* The Board shall hire an Executive Director who shall serve at the will of the Board. The Executive Director shall have immediate and overall supervision of the operations of the Corporation, and shall (a) direct the day-to-day business of the Corporation; (b) maintain the properties of the Corporation; (c) hire, discharge, and determine the salaries and other compensation of all staff members with the Board's supervision; and (d) perform such additional duties as may be directed by the Board. No Director, Officer, or committee member may individually instruct the Executive Director or any other employee. The Executive Director shall make such reports at the Board and committee meetings as shall be required by the President or the Board. The Executive Director shall be an ad-hoc member of all committees.
2. *No Relation.* The Executive Director may not be related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity to any member of the Board. The Executive Director may be hired at any meeting of the Board by a majority vote and shall serve until removed by the Board upon an affirmative vote of three-quarters (3/4) of the Directors present at any meeting of the Board. Such removal may be with or without cause. Nothing herein shall confer any compensation or other rights on any Executive Director, who shall remain an employee terminable at will.
3. *Indemnification of Executive Director.* The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of Article X with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.

### **ARTICLE XIV** **Conflict of Interest**

1. When a Director or Officer is affiliated with a person or organization seeking to provide services, products, or facilities to ACCOA, or when a Director or Officer has any duality of interest or possible conflict of interest, real or apparent, the affiliation or potential conflict of interest must be immediately disclosed to the Board and made a matter of record. An affiliation with a person or organization is considered to exist when a Director or Officer or a member of a Director's or Officer's immediate family or close relative (including his or her spouse, child, step-child, grandchild, sibling, parent, step-parent, grandparent, parent-in-law, and any household member) is an owner, officer, director, trustee, partner, employee, or agent of the organization or has any other substantial interest in or dealing with the organization. Any Director having a duality of interest or possible conflict of interest on any matter may not vote or use his or her personal influence with respect to that matter. However, such a Director may be counted in determining whether a quorum is present for the meeting at which the matter is voted on. The minutes of the

meeting should reflect that the disclosure was made and that the interested board member abstained from voting. If there is a question regarding whether a conflict exists, the question shall be put before the Board. The existence of a conflict of interest shall be determined by a majority vote of the remaining members of the Board present at the meeting. If the Board determines that a conflict of interest exists, the Director with the conflict shall cease to participate during the Board's discussion/deliberation of the agenda item and shall vacate the meeting room until discussion and voting on that agenda item is concluded.

#### **ARTICLE XV Dissolution**

1. Should ACCOA dissolve, the procedure for dissolution, the payment of its debts, and the distribution of its assets shall be in accordance with all applicable state and federal laws, rules, and regulations governing IRS 501(c)(3) organizations and Michigan nonprofit corporations, including, but not limited to, the Michigan Nonprofit Corporation Act, MCL 450.2101 *et seq.*

#### **ARTICLE XVI Notices and Announcements**

1. Verbal announcements and posting notices at each service site are deemed to be sufficient notice to the Participating Members, except where otherwise specified herein, and unless the Board adopts a motion requiring different or additional notice requirements for a particular matter.

#### **ARTICLE XVII Amendments**

1. The Board, at any regular or special meeting, may amend or repeal these Bylaws, or adopt new Bylaws by vote of a majority of the Directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the Board.