

**BY-LAWS  
OF  
Consortium of Higher Education Lesbian Gay Bisexual Transgender  
Resource Professionals, Inc.  
Approved by Executive Board on 12.16.13**

**Article I: Description.**

**Section 1.01 Name.** The name of the organization is the Consortium of Higher Education Lesbian, Gay, Bisexual, Transgender Resource Professionals, herein after “the Consortium of LGBT Resource Professionals,” “the Consortium,” and/or “the Corporation.”

**Section 1.02 Organization.** The Corporation was organized under and is governed by the New York Not-for-Profit Corporation Law.

**Section 1.03 Principal Office.** The principal office of the Corporation shall be maintained in the County of New York, State of New York.

**Article II: Non-Discrimination.**

In carrying out its activities, the Consortium welcomes and encourages participation from all individuals who support the Consortium’s purpose and shall not discriminate on the basis of, but not limited to, race, color, nationality, sex, sexual orientation, gender identity, gender expression, appearance, age, religion, class, ethnic origin, ability, geographic/ regional location, institutional type, professional title or position, or health status.

**Article III: Membership.**

**Section 3.01 Types of Membership.** The Consortium shall have two (2) types of membership: (i) Practitioner Members and (ii) Affiliate Members.

**Section 3.02 Eligibility of Membership.** The members of the Consortium shall consist of dues-paying individuals and organizations who meet the requirements of the types of membership. The Board shall determine the nature of membership types.

**Section 3.03 Roles and Responsibilities of Members.** All members serve an advisory role to the Consortium. Members inform the Consortium about the needs and issues facing the membership and offer suggestions and feedback regarding the services that the Consortium provides the membership. Additionally, members may serve on committees and help carry out some of the functions of the Consortium, including, but not limited to, trainings and technical assistance.

**Section 3.04 Voting of the Membership.**

Each individual Member is allowed one (1) vote for elections for which they are eligible to vote pursuant to their membership type. Such votes may occur in person or by electronic means. In the case of electronic voting, ballots shall be sent via secure electronic means.

**Section 3.05 Dues.** Practitioner and Affiliate Members are required to pay dues. The Consortium may set dues for different types of membership. Reduced dues or due waivers may be granted by the Executive Board.

**Section 3.06 Meetings of the Membership.** An annual meeting of the Membership will be held each year to conduct organizational business at such a time and place as determined by the Board of Directors. Additional regular or special meetings of the Membership shall be held at such times as determined by the Board. Any practitioner member in good standing may request a meeting of the Membership by making such request in writing to the Co-Chairs of the Board. Written or electronic notice of each meeting of the General Membership shall be given no less than thirty (30) days before the meeting, which will state the place, date, and hour of the meeting. The Recorder of the Board will maintain a list or record of members

**Section 3.07 Quorum of Members for Meeting and Voting.**

Quorum is defined as 50% + 1 of the members present. For purposes of electronic voting, Quorum is implied.

**Section 3.08 Resignation and Termination of Membership.** Any member may forfeit or resign their membership at any time by written intent to the Board. Membership may be terminated by the Board of Directors if a member is no longer in good standing.

**Article 4: Board of Directors.**

**Section 4.01: Powers and Duties.**

The Board of Directors, also known as the “Executive Board,” shall have general power to control and manage the affairs and property of the Consortium subject to all applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and herein.

The Board of Directors may

- i. Appoint and discharge advisors and consultants who have skills necessary or helpful to the Consortium.
- ii. Employ and discharge persons for the furtherance of the purposes of the Corporation.

iii. Exercise all other powers necessary to manage the affairs and further the purposes of the Consortium in conformity with the Certificate of Incorporation.

**Section 4.02 Number of Directors.** The business of the Consortium shall be conducted by the Board of Directors. The number of Directors constituting the entire Board of Directors shall be determined by the Board of Directors but shall be no less than seven (7) nor more than twenty-five (25).

**Section 4.03 Election and Term of Office.** Practitioner members in good standing will elect the new Board of Directors. Each practitioner member is allowed one vote for each Director vacancy. The election of Directors may take place by electronic or in-person voting. Notice of election of Director positions will be given no less than thirty (30) days before the beginning of the voting period. Voting period for election of Board of Director positions shall be no less than seven (7) days. Elections will be held after an initial nomination period.

Each Director shall hold office for the term for which they are elected or appointed and until their successor is elected or appointed, or until their earlier resignation or removal. Vacancies resulting from any resignation or removal may be filled by the Board of Directors. A Director appointed or elected to fill a vacancy shall hold office for the unexpired term of their predecessor in office, and until their successor is elected or appointed.

**Section 4.04 Executive Board Compensation.** Directors receive no compensation other than reimbursement for reasonable and/or approved expenses.

**Section 4.05 Officers.** The Board shall consist of two (2) Co-Chairs, Recorder, Treasurer, Member Services Chairs, Constituency Chairs, Access, Equity, and Inclusion Chairs. The Executive Board may also create ad hoc positions or committees as needed. Each board member shall be at least 18 years of age. Each Officer shall also be a Director.

**Section 4.06 Powers and Duties of Officers.**

**The Co-Chairs.** The Co-Chairs of the Board shall preside at meetings of the Board and exercise and perform such other powers and duties as may be assigned to them by the Board of Directors or prescribed by these Bylaws.

**Recorder.** The Recorder shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Executive Board and General Membership. The Recorder shall perform all duties customary to the office of Recorder.

**Treasurer.** The Treasurer shall ensure that a full and accurate account is kept of all monies received and paid out and that sound fiscal controls are in operation. The Treasurer shall render a report quarterly to the Executive Board and, annually, shall

present a complete report and official audit. The Treasurer shall perform all duties customary to the office of Treasurer.

Member Services Chairs. Member Services Chairs shall ensure that administrative processes, programs, education and outreach initiatives, and membership needs are addressed by the Executive Board. The Member Services Chairs shall perform all duties customary to the offices of the Member Services Chairs.

Constituency Group Chairs. Constituency Group Chairs shall be responsible for outreach and support of communities and constituencies within the General Membership. The Constituency Group Chairs shall perform all duties customary to the offices of Constituency Groups Chairs.

Access, Equity and Inclusion Chairs. Access, Equity and Inclusion Chairs shall be responsible for ensuring the access, equity and inclusion of all members of the organization. The Access, Equity and Inclusion Chairs shall perform all duties customary to the offices of Access, Equity and Inclusion Chairs.

**Section 4.07 Vacancies.**

Vacancies on the Board of Directors are filled by Co-Chair appointment and affirmed by a majority vote of the Board. The Board member appointed to fill a vacancy shall hold office for the remainder of the term of the vacant position.

**Section 4.08 Resignation or Removal of Directors.**

Any Director may resign at any time upon written notice to the Co-Chairs of the Board. Should a Co-Chair wish to resign, written notice should be delivered to the remaining Co-Chair. Should both Co-Chairs wish to resign, written notice should be delivered to the remaining members of the Board. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective. Any Board member may be removed at any time by a two-thirds (2/3) vote of the Board of Directors whenever, in its judgment, it is in the best interest of the Consortium.

**Section 4.09 Quorum of Executive Board and Action of the Board.**

Unless a greater proportion is required by law or by the Certificate of Incorporation, a majority (50% plus 1) of the entire Board shall constitute a quorum for the transaction of business.

**Section 4.10 Meetings of the Board of Directors.**

Regular meetings of the Board of Directors shall be held at such times as may be determined by the Board. Special or additional meetings of the Board may be called at any time by the Co-Chairs of the Board. Meetings of the Board may be held in any location as determined by the Board. Minutes of all meetings of the Executive Board must be kept. Meetings of the Board of Directors may take place in-person or by conference telephone or other electronic communication means.

**Article 5: Adherence to Other Regulation.** The Consortium shall adhere to all applicable local, state, and federal laws.

**Article 6: Resolutions and Amendments to the By-Laws.** The By-Laws of the Corporation may be amended in whole or in part by a majority vote of the Executive Board Members then in office pursuant to the procedure outlined in NY Code-Section 602: By-laws. The Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by a majority vote of the Executive Board then in office.

**Article 7: Contracts, Checks, Bank Accounts and Investments.**

**Section 7.01. Checks, Notes and Contracts.** The Executive Board is authorized to select the banks or depositories it deems proper for the funds of the Consortium and shall determine who shall be authorized on the Consortium's behalf to sign checks, drafts or other orders from the payment of money, acceptances, notes or other evidences of indebtedness, to enter into contracts or to execute and deliver other documents and instruments.

**Section 7.02. Investments.** The funds of the Consortium may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Executive Board may deem desirable.

**Article 8: Office and Books.**

The Consortium shall keep correct and complete books and records of accounts, the activities and transactions of the Consortium, minutes of the proceedings of the Executive Board and any committee of the Consortium, and a current list of the directors and officers of the Consortium and their contact information. Any of the books, minutes and records of the Consortium may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 8.01 Office.** The office of the Consortium shall be located at such place as the Executive Board may from time to time determine.

**Section 8.02 Books.** There shall be kept by the Treasurer and Recorder correct books of account of the activities and transactions of the Consortium including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these by-laws, and all minutes of the meetings of the Executive Board.

**Article 9: Fiscal Year.** The fiscal year of the Consortium shall be determined by the Executive Board.

**Article 10: Indemnification and Insurance.**

**Section 10.01 Indemnification.** The Consortium may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceedings by reason of the fact that they or their testator was a Executive Board member, officer, employee or agent of the Consortium, against judgements, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees. No indemnification may be made to or on behalf of any such person if (a) their acts were committed in bad faith or were the result of their active and deliberate dishonesty and were material to such action or proceeding or (b) they personally gained in fact a financial profit or other advantage to which they were not legally entitled.

**Section 10.02 Insurance.** The Consortium shall have the power to purchase and maintain insurance to indemnify the Consortium for any obligation which it incurs as a result of its indemnification of Executive Board member, officers and employees pursuant to Section 7.01 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section 7.01 above.

**Article 11: Conflicts of Interest, Contracts and Services of Executive Board Members and Officers.**

**Section 11.01 Purpose.**

The purpose of this Executive Board conflict of interest policy is to protect the Consortium's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director, or board member of the Consortium 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.

**Section 11.02 Definitions.**

i. Interested Person

Any director, principal officer, board member, or member of a committee with Executive Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

ii. 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 Consortium has a transaction or arrangement,

b. A compensation arrangement with the Consortium or with any entity or individual with which the Consortium 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 Consortium 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 Executive Board decides that a conflict of interest exists.

**Section 11.03 Procedures.**

i. 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 Executive Board.

ii. 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 Executive Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

iii. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the Executive Board 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 co-chairs of the Executive Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Executive Board shall determine whether the Consortium 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 Executive Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Consortium'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.

iv. Violations of the Conflicts of Interest Policy

a. If the Executive Board 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 Executive Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Section 11.04 Records of Proceedings.**

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

- i. 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 Executive Board's or committee's decision as to whether a conflict of interest in fact existed.
- ii. 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.

**Section 11.05 Compensation.**

- i. A voting member of the Executive Board who receives compensation, directly or indirectly, from the Consortium for services is precluded from voting on matters pertaining to that member's compensation.
- ii. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Consortium for services is precluded from voting on matters pertaining to that member's compensation.
- iii. No voting member of the Executive Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Consortium, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

**Section 11.06 Annual Statements.**

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



person:

- i. Has received a copy of the conflict of interest policy,
- ii. Has read and understands the policy,
- iii. Has agreed to comply with the policy, and
- iv. Understands the Consortium 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.

**Section 11.07 Periodic Reviews.**

To ensure the Consortium 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:

- i. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- ii. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Consortium'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.

**Section 11.08 Use of Outside Experts.**

When conducting the periodic reviews as provided for in Article VII, the Consortium may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Executive Board of its responsibility for ensuring periodic reviews are conducted.

**Article 12. Effective Date.**

These By-Laws will be effective upon the acceptance by the Board of Directors.

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