

# AMENDED AND RESTATED BY-LAWS OF THE NORTHEAST SECTION OF THE AMERICAN ASSOCIATION FOR CLINICAL CHEMISTRY

## ARTICLE I – NAME, AFFILIATION, GEOGRAPHIC AREA AND PURPOSE

### Section 1.1 Name and Status

This organization is a Massachusetts corporation organized pursuant to Massachusetts General Laws chapter 180. The organization shall be called the NORTHEAST SECTION OF THE AMERICAN ASSOCIATION FOR CLINICAL CHEMISTRY ("Northeast Section"), and may also do business as the Northeast Section, ADLM (Association for Diagnostics & Laboratory Medicine).

### Section 1.2 Affiliation

The Northeast Section shall be governed by these By-Laws and the Constitution and Bylaws of the Association for Diagnostics and Laboratory Medicine ("Association"). No part of the By-Laws of the Northeast Section shall be in conflict with the Constitution or Bylaws of the Association.

### Section 1.3 Geographic Area

The geographic area for the Northeast Section shall be:

(a) the entire states of Massachusetts, Maine, New Hampshire, Rhode Island, Vermont, and individuals or organizations from Connecticut who request to join the Northeast Section (ZIP codes assigned: 06001-06199, 06200-06299, 06300-06399, 06400-06459, 06521-06599); and

(b) the entire Canadian provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island.

Individuals who are not automatically assigned to the Northeast Section but would like to join, may do so by contacting ADLM Customer Service

The geographic boundaries of the Northeast Section are subject to change and reestablishment upon the approval or request from the House of Delegates of the Association as a result of the fixing of boundaries by neighboring sections, or the formation of new sections within the areas defined above.

### Section 1.4 Purpose

The purpose of the Northeast Section shall be to provide leadership and education in advancing the practice and profession of clinical laboratory science and its application to health care.

## ARTICLE II – MEMBERSHIP

### Section 2.1 Qualifications

The qualifications for membership shall be the same as those defined in the Bylaws of the Association.

### Section 2.2 Membership

Members, Honorary Members, Emeritus Members and Student Affiliates residing, working or attending school within the geographic area described in Section 1.3 shall comprise the membership of the Northeast Section. Persons in the Association who reside, work or attend school outside of the geographic area described in Section 1.3 may be reassigned to membership in the Northeast Section by notifying the Association. Only Members and Emeritus Members in good standing shall have voting rights.

### Section 2.3 Discipline

Discipline of members shall be as defined in the Bylaws of the Association.

## ARTICLE III – SPONSORS, BENEFACTORS AND FRIENDS

### Section 3.1 Sponsors, Benefactors, and Friends

The Board may designate certain persons or groups of persons as sponsors, benefactors or friends of the Northeast Section or such other titles as it deems appropriate. Such persons shall serve in an honorary capacity and may have such rights or responsibilities, if any, as the Board may determine, but shall in such capacity have no right to vote or hold office.

### Section 3.2 Sponsorships

The Section may accept sponsorships from companies or organizations to support educational or networking events.

- a. Sponsors shall be acknowledged in event materials, announcements, and signage once funding has been secured (i.e., payment received or written confirmation of transfer).
- b. Sponsors who have executed a formal sponsorship agreement or contract but have not yet transferred funds may be listed as “Pending Sponsor” internally but will not appear on public-facing materials until payment is received.
- c. Contributions for single-event sponsorships must be received no later than six (6) weeks prior to the event. Year-long sponsorships become effective no sooner than thirty (30) days following receipt.
- d. The responsible vendor contact, in coordination with the Treasurer, shall ensure that all sponsorship acknowledgments are accurate, timely, and compliant with institutional and ADLM guidelines.
- e. Sponsorship acknowledgment shall not imply endorsement of the sponsor’s products or services.

## ARTICLE IV – DUES

### Section 4.1 Dues

The annual dues of the members of the Northeast Section shall be fixed by the Board from time to time. Any such dues shall be separate and apart from the dues of the Association.

## ARTICLE V – MEMBERSHIP MEETINGS

### Section 5.1 Regular Meetings

Regular meetings of the Section and the Board of Directors shall be held virtually. Meeting invitations shall be distributed by the Program Chair via email. The standing meeting date will be determined at the beginning of each fiscal year by a vote of the Board of Directors. The Board shall meet monthly, with additional meetings scheduled as needed. A reduced number of meetings may be approved by the Board if deemed appropriate, but not more than sixty (60) calendar days may pass without a meeting.

### Section 5.2 Business

At all meetings of the Northeast Section no business shall be done except such as shall have been specified in the call and notice of each meeting. At each meeting the order of business shall be determined by the Chair.

### Section 5.3 Special Meetings

Special meetings of the members may be called by the Chair, by the Board, or by any other officer upon written application of three or more members eligible to vote as defined in section 2.2.

### Section 5.4 Quorum

At any meeting of the members, five percent (5%) of the members entitled to vote thereat shall constitute a quorum. Any meeting may be adjourned to such date or dates not more than ninety (90) days after the initial meeting by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

### Section 5.5 Voting

Each member having the right to vote shall be entitled to one vote. Members may vote:

- a. in person,
- b. by written proxy as provided in Section 5.8,
- c. by electronic transmission in accordance with protocols established and adopted by the Board, or
- d. through remote communication per Board protocols.

### Section 5.6 Proxies

Any written proxy allowed to vote under Section 5.7 shall be dated not more than six (6) months before the meeting named therein, and shall be signed by the member or their attorney-in-fact. Proxies must be filed with the Communications Officer before being exercised at any meeting or adjournment thereof. Except as otherwise limited therein, proxies shall entitle the named persons to vote at the meeting specified therein and at any adjourned session of such meeting but shall not be valid after final adjournment of the meeting. A proxy purporting to be executed by or on behalf of a member shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

### Section 5.7 Action by Vote

When a quorum is present at any meeting, a simple majority of the votes cast by members present and voting shall decide any question, including elections to any office, unless otherwise provided by law, by the Articles of Organization or by these By-Laws.

### Section 5.8 Action Without Meeting by Written Consent.

Any action by members may be taken without a meeting if a majority of members entitled to vote on the matter consent to the action by a writing, including by facsimile or electronic transmission, filed with the records of the meeting. Such consents shall be treated as a vote taken at a meeting of the members.

## ARTICLE VI – BOARD OF DIRECTORS

### Section 6.1 Powers

The Board of Directors ("Board") shall have all of the powers and duties necessary or appropriate for the administration of the affairs of the Northeast Section and may perform such acts as are not directed to be exercised and done by the members, by law, by the Articles of Organization or by these By-Laws. The Board may delegate management of the activities and affairs of the Northeast Section to any person, persons, or committees, however composed, provided that the activities and affairs of the Northeast Section shall be managed and all corporate power shall be exercised under the ultimate direction of the Board.

### Section 6.2 Composition

The Board shall consist of not less than three (3) nor more than eight (8) members. The Board shall set the exact number of Directors by majority resolution. The Directors shall be elected by the members at the November meeting as provided by Article VIII. The Board shall include the Chair, the Program Chair/Chair-Elect, the Treasurer, the Education Chair, the Communication officer and the Delegate, and such other members as the Board shall set. Only members in good standing of the Northeast Section and of the Association shall hold elected office.

### Section 6.3 Vacancies

Vacancies may be filled by the Board. Any vacancy existing in the Board may be filled by the Board at any meeting. The members having voting power may, at a special meeting called at least in part for the purpose, choose a successor to a Director whose office has become vacant, and the person so chosen shall displace any successor chosen by the Board.

### Section 6.4 Regular Meetings.

Regular meetings of the Board may be held at such places and times as the Board may determine. The Board shall meet monthly, with additional meetings scheduled as needed.

### Section 6.5 Special Meetings

Special meetings may be called by the Chair, the Education Chair, any two Directors, or the sole Director if only one exists.

### Section 6.6 Notices

Forty-eight (48) hours' notice shall be given unless waived. Forty-eight (48) hours' notice shall be given of all meetings of the Board unless shorter notice is adequate under the circumstances. Such notice shall be directed to the Director's telephone number or email address as it appears in the records of the Northeast Section for such communication. Notice need not be given to any Director if a written waiver of notice, executed by the Director before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without

protesting the lack of notice no later than the commencement of the meeting. A waiver of notice of a Board meeting need not specify the purposes of the meeting.

### Section 6.7 Quorum

A simple majority of Directors constitutes a quorum for the transaction of business. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting without further notice until a quorum is present.

### Section 6.8 Action at Meeting

A majority of Directors present decides any matter unless otherwise required.

### Section 6.9 Action by Written Consent

Actions may be taken without a meeting if written consent is signed by sufficient Directors to constitute a quorum and the written consent is filed with the records of the meetings of the Board. Such consent shall be addressed to the Secretary or other officer or agent having custody of the records of proceedings of the Board, and may be delivered by facsimile transmission or electronic transmission. Such consent shall be treated for all purposes as a vote at a meeting.

### Section 6.10 Committees

The Board may elect committees and delegate powers except those prohibited by law. The Directors shall have the power to fill vacancies of, change the membership of, or disband any such committee.

### Section 6.11 Telephone Conference Meetings

Participation by real-time communication constitutes presence in person.

## ARTICLE VII – OFFICERS AND DELEGATE

### Section 7.1 Enumeration of Officers

Officers include:

- Chair (1-year term)
- Past Chair (1-year advisory role)
- Program Chair (1-year term)
- Treasurer (2-year term, renewable)
- Education Chair (1-year term, renewable)
- Communications Officer (1-year term)

All officers shall be elected by the members of the Northeast Section who have the right to vote, as provided in Article VIII of these By-Laws. The Chair-Elect shall automatically succeed to the office of Chair as and to the extent provided in Article VIII. Upon completion of the term, the Chair shall automatically assume the role of Past Chair. Only members in good

standing with the Northeast Section and the Association may be elected to office. The officers of the Northeast Section shall also be Directors.

### Section 7.2 Chair

The Chair is the chief executive officer. The Chair shall have primary responsibility for overseeing the activities of the Northeast Section and any committees, shall preside over meetings of the Northeast Section and of the Board of Directors, and shall have such other rights and duties customarily incident to the office or as may be designated by the Board

### Section 7.3 Program Chair / Chair-Elect

Plans and manages the Section's annual program calendar; identifies and confirms speakers; coordinates event logistics; works with the Treasurer on budgets; collaborates with the Education Chair to organize accreditation of educational content as applicable; and may delegate publicity (other than initial event announcement) and registration support to the Communications Officer. Irrespective of delegated activities, the Program Chair retains the ultimate responsibility for planning and advertising of educational meetings apart from accreditation. In the absence or inability to act of the Chair, the Chair's duties shall be performed by the Chair-Elect. The Chair-Elect shall have other rights and duties as may be delegated by the Chair or by the Board.

### Section 7.4 Treasurer

The Treasurer, subject to the directions of the Board, shall have charge of the financial affairs of the Northeast Section. The Treasurer shall collect and hold all monies due the Northeast Section and shall take such action as he or she deems appropriate to collect unpaid dues. Checks drawn on bank accounts of the Northeast Section shall be signed by the Treasurer or such other officers or agents as the Board may designate; however, disbursement of funds shall be within the approved budgets of the Northeast Section unless the Board otherwise determines. The Treasurer shall submit an annual financial report to the November meeting of the Northeast Section and such other financial reports to the Board as it requires. The Treasurer also shall submit an annual financial report to the Association and such other financial reports as it requires. The Treasurer also shall make, or cause to be made, all submissions and filings required of the Northeast Section in its status as a non-profit corporation, including, but not limited to, the annual report to the Secretary of the Commonwealth of Massachusetts. The Treasurer shall have such other rights and duties customarily incident to the office or as may be designated by the Board.

### Section 7.5 Education Chair

Maintains agendas, minutes, records, coordinates educational programming, and ensures CE/CME compliance. The education chair shall have such other rights and duties customarily incident to the office or as may be designated by the Board.

### Section 7.6 Communications Officer

Supports the Program Chair in designing and distributing promotional materials for upcoming events, and coordinates registration communications and event reminders. Manages correspondence and membership lists and other things from the Education Chair role that are logical for this role. The Communication Officer shall keep a record of the name, and email of each member, together with the date of any withdrawal or termination of such member's

membership, or any conversion of such member's membership to emeritus status. For the purposes of this Section, the communication officer may rely on such membership records maintained by the Association. The Communication officer shall have such other rights and duties customarily incident to the office or as may be designated by the Board.

### Section 7.7 Past Chair

Provides continuity and institutional memory for the incoming Chair and Board. Serves in an advisory capacity on the Board of Directors.

### Section 7.8 Delegate

The Delegate of the Northeast Section to the House of Delegates of the Association shall act as a communications link between the Association and the Northeast Section and shall represent the Northeast Section at meetings of the House of Delegates. The Delegate shall provide reports to the Board as it requires. The Delegate shall be elected by the members. The Delegate's term shall be as provided by the Constitution and Bylaws of the Association

## ARTICLE VIII – ELECTION OF OFFICERS, BOARD OF DIRECTORS AND DELEGATE

### Section 8.1 Election Procedures

#### 8.1.1 Chair-Elect

The Chair-Elect shall succeed automatically to the office of Chair unless the Board, before the sending of the notice to members described hereafter, votes to waive this provision, in which event the office of Chair shall be filled by nomination and election in the manner specified for the other officers of the Northeast Section. The Chair-Elect, Treasurer, Secretary/Education Chair, other members of the Board, if any, and the Delegate shall be chosen by ballot in the manner provided herein.

#### 8.1.2 Nominating Committee

Consists of the current Board of Directors. The committee is responsible for identifying and nominating candidates for Chair-Elect, Treasurer, Secretary/Education Chair, Delegate, and other Director positions, as applicable.

#### 8.1.3 Notification to Members

By April 15, the Program Chair notifies members of the upcoming election and invites nominations for consideration. The Nominating Committee shall consider all submitted names but retains full discretion in selecting the final slate of candidates.

#### 8.1.4 Nominations

By May 1, the Committee finalizes nominations and confirms willingness to serve. The committee shall also collect brief biographical information from each nominee to share with the membership.

#### 8.1.5 Ballot

By May 10, the Program Chair shall contact the ADLM admin to distribute the ballot to all members eligible to vote. The ballot shall include all nominees selected by the Nominating Committee.

Voting shall be completed by the end of May. The nominees receiving the greatest number of votes for each position shall be declared elected. Election results shall be communicated to the membership promptly following the close of voting.

The Board of Directors may modify the above timeline as necessary, provided that reasonable notice is given to the membership.

## Section 8.2 Tenure

Terms begin August 1. Chair and the elective officers, the Delegate and other Directors shall take office on Aug 1 next following the election. Chair, Chair-Elect, Education Chair, Communication Officer, and Delegate serve one-year terms; Treasurer serves two years. Each office holder shall hold office beyond his or her term until his or her successor is chosen, qualified and takes office.

## Section 8.3 Resignation

Resignations must be submitted in writing. Any officer, Delegate or Director may resign by delivering his or her written resignation to the Chair, Education Chair, or to the Program Chair. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time, and acceptance thereof shall not be necessary to make it effective unless it so states.

## Section 8.4 Suspension or Removal

Officers, Directors, or Delegate may be removed from office:

- (a) With or without cause by vote of a majority of the members entitled to vote in the election of officers, Delegate and Directors; or
- (b) For cause by vote of a majority of the Directors then in office.

An officer, Delegate or Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him or her.

## Section 8.5 Vacancies

The Chair-Elect succeeds the Chair; other vacancies are filled by the Board. Upon death, resignation or removal of the Chair, the Chair-Elect shall succeed to the office of Chair until the date herein for taking office at the next annual election, subject to waiver of the automatic succession provision provided herein. Vacancies in other offices, including the Delegate, or in the membership of the Board shall be filled by the Board for the remainder of the term of such officer or Director. The Board shall have and may exercise all its powers notwithstanding the existence of one or more vacancies in its number.

# ARTICLE IX – FISCAL MATTERS

## Section 9.1 Fiscal Year

The fiscal year ends July 31.

## Section 9.2 Books and Accounts

Books and accounts shall be kept under the direction of the Treasurer.

## Section 9.3 Membership Records

The Communications Officer shall keep a record of the name, address, telephone number, facsimile number and electronic transmission address of each member, together with the date of any withdrawal, termination, or conversion to emeritus status. The Communications Officer may rely on membership records maintained by the Association. Each member shall be responsible for notifying the Association and the Northeast Section of changes to such member's address, telephone number, facsimile number or electronic mail address.

Any books, records, and minutes to be maintained pursuant to Section 9.2 or Section 9.3 or otherwise may be in written form or in any other form capable of being converted into clearly legible written form within a reasonable time.

## Section 9.4 Inspection of Records.

Books, accounts, documents and records of the Northeast Section shall be open to inspection by any Director at all times during usual business hours. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the members, and membership records which shall contain the names of all members and their record receiving numbers and/or addresses, shall be kept at the principal office of the Northeast Section, or the resident agent, if any, of the Northeast Section. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for inspection by any member for any purpose but not to secure the list or information for the purpose of selling said list or information or copies thereof, or of using the same for a purpose other than in the interest of the applicant, as a member, relative to the affairs of the Northeast Section.

## Section 9.5 Financial Signatories

Checks or demands for money shall be signed by the Treasurer or authorized designee.

## Section 9.6 Contracts

The Board may authorize officers or agents to enter into any contract or execute and deliver any instrument on behalf of the Northeast Section, and such authority may be general or confined to specific instances.

## Section 9.7 Counterpart Execution

Documents may be executed in counterparts, including facsimile or scanned signatures. Any document requiring the signature of the Directors and/or members may be executed in any number of counterparts with the same effect as if all of the required signatories had signed the same document. Such executions may be transmitted to the Northeast Section and/or the other Directors and/or members by facsimile or scanned transmission and such facsimile or scanned execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or scanned executions or a combination, shall be construed together and shall constitute one and the same agreement.

## ARTICLE X – RULES OF ORDER

### Section 10.1 Rules of Order

The current edition of "Robert's Rules of Order, Newly Revised" <sup>[1]</sup> shall be the parliamentary authority for meetings of the Northeast Section and the Board, where applicable and where not inconsistent with these By-Laws.

## ARTICLE XI – INTERESTED MEMBERS, DIRECTORS AND OFFICERS

### Section 11.1 Compensation

The Directors shall have the power to fix the compensation of all officers and employees, if any, from time to time.

### Section 11.2 Contracts or Transactions

Contracts involving interested persons are valid if material facts are disclosed and approved by disinterested Directors, members, or are fair to the Northeast Section.

No contract or transaction between the Northeast Section and one or more of its members, Directors or officers, or between the Northeast Section and any other corporation, partnership, association or other organization in which one or more of its members, Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the member, Director or officer is present at or participates in the meeting of the members of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for each such purpose, nor shall any member, Director or officer be under any liability to the Northeast Section on account of any such contract or transaction if:

- (a) The material facts as to their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) The material facts as to their relationship or interest and as to the contract or transaction are disclosed or are known to the members entitled to vote thereon, and the contract or transaction is specifically approved by vote of the members; or
- (c) The contract or transaction is fair as to the Northeast Section as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the members.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction, and if they are members, their votes may be counted for the purpose of a vote by the members approving such contract or transaction.

## ARTICLE XII – INDEMNIFICATION

### Section 12.1 Indemnification

The Northeast Section shall, to the extent legally permissible, and as provided by Article IV(a) of the Articles of Organization, indemnify any person serving or who has served as a Director, officer, employee or other agent of the Northeast Section, or at its request as a Director, officer, employee or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Northeast Section (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matters disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefor shall be approved:

- (a) By a majority vote of a quorum consisting of disinterested Directors;
- (b) If such quorum cannot be obtained, then by a majority vote of a committee of the Board consisting of all disinterested Directors;
- (c) If there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Northeast Section (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan);

plan);

(d) By a majority vote of the members, which majority may include interested members, Directors and officers; or

(e) By a court of competent jurisdiction.

### Section 12.2 Advance Payments

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the Northeast Section in advance of the final disposition thereof upon the receipt of:

(a) affidavit of such individual of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article, and

(b) An undertaking by such an individual to repay the amounts so paid to the Northeast Section if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

### Section 12.3 Dual Representation

If both the Northeast Section and any person to be indemnified are parties to an action, suit or proceeding (other than action or suit by or in the right of the Northeast Section to procure a judgment in its favor), counsel representing the Northeast Section therein may also represent such indemnified person (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the Northeast Section shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the Northeast Section; and any allocation made in good faith by such counsel of fees and disbursements payable under this paragraph by the Northeast Section versus fees and disbursements payable by any such indemnified person shall be final and binding upon the Northeast Section and such indemnified person.

### Section 12.4 Not Exclusive

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which Northeast Section personnel other than the person designated in this Article may be entitled by contract, by vote of the Board of Directors, or otherwise under law.

## Section 12.5 Heirs, Executors and Administrators

As used in this Article, the terms "person," "Director," "officer," "employee" and "agent" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

## Section 12.6 Enforceability

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and enforceable to the fullest extent permitted by law.

# ARTICLE XIII – AMENDMENTS

## Section 13.1 Amendment by Members

These By-Laws may at any time be amended by vote of the members, provided that notice of the substance of the proposed amendment is stated in the notice of the meeting.

## Section 13.2 Amendment by Directors

The Directors also may make, amend or repeal these By-Laws, in whole or in part, except with respect to Article XI and Article XII or any other provision thereof which by law, the Articles of Organization or these By-Laws requires action by the members.

Not later than the time of giving notice of the meeting of members next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such changes shall be given to all members entitled to vote on amending the By-Laws.

Any By-Law adopted by the Directors may be amended or repealed by the members.

## Revision History

|                      |                    |
|----------------------|--------------------|
| Adopted Amended      | 1994               |
| Amended and Restated | September 20, 2007 |
|                      | October 18, 2007   |
|                      | April, 2026        |

## REFERENCES

1. Robert, H. M., III, Honemann, D. H., Balch, T. J., Seabold, D. E., & Gerber, J. F. (2020). Robert's rules of order newly revised (12th ed.). Perseus Books.