

The Valley Fellowship, Ltd.  
A New York Nonprofit Corporation

Bylaws

**ARTICLE I - NAME AND ORGANIZATION**

Section 1. Corporate Name

The name of this corporation is The Valley Fellowship, Ltd.

Section 2. Inclusion of Articles of Organization

The Articles of Organization of the corporation shall be made part of these Bylaws as if they were recited verbatim herein, and every provision of the Articles of Organization shall be a provision of these Bylaws.

Section 3. Members

The membership of the corporation shall consist of the members of the Board of Directors created in Article II.

Section 4. Prohibited Activities

The corporation is a charitable corporation under §501(c)(3) of the Internal Revenue Code. The Board of Directors is prohibited from taking any action or permitting any inaction which would jeopardize, impair or defeat the corporation's status as a charitable corporation under the Internal Revenue Code or the regulations issued under the Code. Similarly, the corporation is a nonprofit corporation under the laws of the State of New York. The board of directors is prohibited from taking any action or permitting any inaction which would jeopardize, impair or defeat the corporation's status as a nonprofit corporation under New York law.

Section 5. Nonpartisan Organization and Neutrality

The board of directors is prohibited from taking any action or permitting any inaction that would jeopardize either the nonpartisan character or the neutrality of the corporation.

**ARTICLE II - CORPORATE PURPOSE**

### Section 1. 501. c.3 Purpose

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is formed are exclusively charitable within the meaning of Section 501.c.3 of the Internal Revenue Code or the corresponding section of any future federal tax code.

### Section 2. Specific Objectives and Purposes

The Valley Fellowship provides access to funding and grant opportunities in order to support educational, cultural, and environmental initiatives for the students and families of our community.

The specific objectives and purpose of this organization shall be:

- a. To provide opportunities for culturally diverse, social-emotional, and environmental education.
- b. To create or enhance facilities to accommodate the needs of students, families, and staff.
- c. To sponsor, host, and/or participate in events and activities that promote holistic development.

## **ARTICLE III - BOARD OF DIRECTORS**

### Section 1. Composition

The Board of Directors ("The Board") shall consist of a minimum of THREE (3) and no more than TEN (10) persons selected by the Board.

### Section 2. Purpose of the Board

The purpose of the Board of Directors is to formulate policy for the development and implementation of the program. The Board of Directors shall have the authority and responsibility to:

- a. If deemed necessary, employ staff, as well as independent contractors, including but not limited to establishing reasonable compensation and prescribing their duties.
- b. Determine and promote the organization's public-service goals and engage in strategic planning to achieve these goals.
- c. Develop the organization's policies and provide oversight and management of the organization in conjunction with the Executive Director.
- d. Develop and approve an annual budget that disperses funds in such a manner that supports the overarching mission of the organization.

### Section 3. Election of Directors: Term of Office

The Directors shall be elected for a three-year term at the Board meeting in the first quarterly meeting. Directors shall assume office at the close of the annual meeting. In the event that three to five board members are leaving within a short time of one another, staggered terms of one, two and three years will be selected. No member of the Board shall serve more than two consecutive terms except by special invitation of a Board majority for an additional term or terms.

### Section 4. Powers and Duties

The board of directors shall conduct the organization's business and coordinate all such activities to enable it to carry out its purpose and program. They shall determine policy, oversee the fiscal procedures, control operating funds and assets, and have final responsibility for personnel policy and other activities as these bylaws may assign them.

### Section 5. Resignation and Removal of Officers

Any Officer may resign at any time by delivering their resignation in writing or other electronic transmissions to the organization, to take effect at the time specified in the resignation; the acceptance of a resignation, unless required by its terms, shall not be necessary to make it effective. Should any vacancy occur on the Board, it may appoint a replacement to complete the term of the Board member who has left.

### Section 6. Compensation of Board Members.

No Board of Directors member shall receive any salary or compensation for their services as a director. No members shall receive any service or benefit not provided to the general public. Members may receive reimbursement for out-of-pocket expenses incurred while conducting authorized business on behalf of the corporation. Members shall be entitled to receive reasonable fees for goods and services rendered to the corporation in capacities other than as board members.

## **ARTICLE V - MEETINGS**

### Section 1. Regular Meetings

The Board shall conduct no less than FOUR (4) regular meetings annually, held at a quarterly basis. Notice of the date, time, and place of each regular meeting shall be given by the Secretary or the Secretary's designee in writing or telephonically to all Board members. Notice of any regular meeting shall be given not less than THREE (3) nor more than SIXTY (60) days in advance of the date of the meeting.

### Section 2. Annual Meeting

The meeting in November shall be designated as the “Annual Meeting,” at which new members are elected and other formal annual business is conducted.

### Section 2. Special Meetings

Special meetings of the Board may be held at such place and time as shall be stated in the notice of meeting whenever called in writing by the President. Notice of any special meeting shall be given by the Secretary not less than THREE nor more than SIXTY days in advance of the date of the meeting. Notice of any special meeting of the Board shall be accompanied by an agenda of business to be conducted at the special meeting. No business of the corporation shall be conducted at a special meeting of the Board unless it appears in the agenda accompanying the notice, except with the consent of all of the then-current members of the Board.

### Section 4. Informal Action.

If all the Directors severally or collectively consent in writing to any action taken or to be taken by the corporation, including by email, the action shall be as valid as though it had been authorized at a meeting of the board. If informal action is taken by email, a complete description of the matter under consideration will be provided in advance of the action. The secretary will record individual board members' votes when informal action is taken.

### Section 3. Quorum

A quorum shall consist of a majority of the then-current members of the Board, not including any Board member who has submitted a resignation in writing to the Board.

### Section 4. Presiding Officer

The President, or in his or her absence, the Vice President, shall preside at regular and special meetings. The President or Vice President shall be entitled to vote on all issues coming before the Board unless otherwise disqualified.

## **ARTICLE VI - OFFICERS**

### Section 1. Powers and Duties of the President.

The President shall be the Corporation's Chief Executive Officer and shall make such reports of the affairs and operations of the Corporation as the Board may direct and preside at all Board meetings. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

### Section 2. Powers and Duties of the Secretary

The secretary shall record and keep the minutes of all Board meetings. The Secretary shall be the custodian of and shall make or cause to be made the proper entries in the Corporation's minute

book and such books and records as the Board may direct. Such books shall be open for inspection as provided by law. The Secretary shall have such other powers and shall perform such other duties as may be assigned to the Secretary of the Board from time to time.

### Section 3. Powers and Duties of the Treasurer

The Treasurer shall have custody of all corporate funds, property, and securities subject to such regulations as may be imposed by the Board of Directors. The Treasurer shall keep, or cause to be kept, complete and accurate accounts of receipts and disbursements and shall deposit, or cause to be deposited, all corporate funds and other valuable effects in the name of and to the credit of the corporation in a depository or depositories designated by the Board of Directors. Corporate funds may be deposited only in banks or institutions that are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The treasurer shall give to the president or board, whenever they require it, an account of transactions as treasurer and other financial condition of the corporation and shall, in general, perform all duties incident to the office of treasurer, subject to the control of the board of directors.

### Section 4. Delegation.

In case of the absence of any Officer of the Corporation or for any other reason that the Board may deem sufficient, the Board may at any time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

### Section 5. Removal.

Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

### Section 6. Resignation

Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

## **ARTICLE VII - STAFF**

### Section 1. Executive Director

The executive director is responsible for administering the corporation's program. The executive director shall be hired by and accountable to the board of directors and shall work closely with the board to fulfill its objectives. The executive director, as authorized by the board's fiscal policy, shall sign or delegate authority to sign checks and enter into agreements with the board of directors' approval, which are necessary to carry out the corporation's objectives. The executive director may hire other staff members as the board of directors authorizes. The executive director shall be an ex officio member of the board. The executive director shall not be entitled to vote

but shall be entitled to notice of and attendance at meetings, except those portions of a meeting at which matters directly relating to the director are discussed.

#### Section 2. Other Staff

All other staff shall be supervised by and accountable to the director.

#### Section 3. Hiring policies

Hiring shall be conducted in full compliance with the corporation's anti-discrimination policy. The corporation shall hire no employees who are members of the immediate family (spouse, grandparent, parent, brother or sister, son or daughter) of any board member or of any person who will supervise the employee.

### **ARTICLE VIII - FINANCES**

#### Section 1. Fiscal Year

The board shall establish the corporation's fiscal year.

#### Section 2. Annual Financial Statement

The corporation shall prepare an annual financial statement for distribution to board members.

#### Section 3. Fiscal Policy

The board shall adopt to review a fiscal policy setting out a formal procedure that shall govern internal controls, the signing of checks, the obligation of funds, approval of contracts, leases, deeds, and mortgages, and other significant aspects of the organization's fiscal operation. The fiscal policy shall assure that the corporation shall have sound, appropriate financial controls to its size and purpose under generally accepted accounting principles. Two signatures shall be required for withdrawals of corporate funds.

#### Section 4. Seal

The Corporation will not use a common seal. The signature of the name of the corporation by an authorized person shall be legal and binding.

### **ARTICLE IX - RECORDS AND REPORTS**

#### Section 1. Corporate Records

The corporation shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Board without a meeting, and appropriate accounting records.

## Section 2. Records at the Principal Office

The corporation shall keep at all times a copy of the following records at its principal office:

- Its charter or restated charter and any amendments.
- These bylaws and any amendments.
- A list of the current board members' names and business or home addresses.
- The most current annual report submitted to the Secretary of State.
- The most current 990 form submitted to the IRS.

## Section 3. Annual Financial Statements

The corporation shall prepare annual financial statements that include a balance sheet at the end of the fiscal year, an income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the New York Nonprofit Corporation Law.

## **ARTICLE X - PARLIAMENTARY PROCEDURES**

Robert's Rules of Order shall be utilized in order to resolve procedural questions or conflicts.

## **ARTICLE XI - BANK ACCOUNTS, CHECKS, CONTRACTS AND INVESTMENTS**

### Section 1 Bank Accounts, Checks and Notes

The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes, or other evidences of indebtedness.

### Section 2. Contracts

The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless authorized by the Board, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, pledge its credit, or render it liable for any purpose or amount.

## **ARTICLE XII - INDEMNIFICATION**

### Section 1. Indemnity Under Law:

The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

## Section 2. Additional Indemnification

The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnatee") from and against, and to reimburse the Indemnatee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnatee served in any capacity at the request of the Corporation, to which the Indemnatee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnatee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnatee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnatee establishes that the Indemnatee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnatee personally gained in fact a financial profit or other advantage to which the Indemnatee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnatee acted in bad faith and/or was dishonest.

(a) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnatee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnatee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(b) Promptly after receipt by the Indemnatee of notice of the commencement of any action, suit, or proceeding, the Indemnatee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof, but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnatee otherwise than under this Section 2. With respect to any such action, suit, or proceeding as to which the Indemnatee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and



(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnatee. After notice from the Corporation to the Indemnatee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnatee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnatee unless (A) the employment of counsel by the Indemnatee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnatee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnatee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner that would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(c) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnatee's written certification, together with a copy of the statement paid or to be paid by the Indemnatee, shall constitute satisfactory evidence as to the amount of such expenses.

(d) The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the Corporation's Certificate of

Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Limitation. No amendment, modification, or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment, or rescission is adopted.

### **ARTICLE XIII - STATMENT OF NONDISCRIMINATION**

The Corporation shall not discriminate against any person in the hiring of personnel, the election of board members, provision of service to the public, the contracting for or purchasing of services, or in any other way, on the basis of race, color, sex, national origin, disability, age or any other basis prohibited by law. This policy against discrimination includes, but is not limited to, a commitment to full compliance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and any subsequent amendments to these statutes.

### **ARTICLE XIV - AMENDMENTS**

These Bylaws may be altered, amended, added to, or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

### **ARTICLE XV - DISSOLUTION**

The Corporation may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State Law.

### **ARTICLE XVI - CONSTRUCTION**

In case of any conflict between the Certificate of Incorporation of the Corporation and these Bylaws, the Certificate of Incorporation of the Corporation shall control.

These Bylaws were adopted at a meeting of the Board of Directors of The Valley Fellowship on February , 2024.

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Crystal Merino  
President

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Courtney Raven  
Secretary

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Lorelei Boxberger  
Treasurer