

# **ALLIANCE HISTORICAL SOCIETY CONSTITUTION AND BY-LAWS**

## **Article I      Name**

The name of this historical organization shall be the Alliance Historical Society.

## **Article II      Object**

Its general purpose shall be the promotion of historical studies and investigation pertaining to the City of Alliance and adjacent territory in the State of Ohio, through the discovery, collection, preservation, organization, and, if practical, the publication of historical facts pertaining to said area, and by the collection and preservation of books, pamphlets, papers, maps, genealogies, pictures, manuscript-ts, letters, journals, field books, records and any and all other articles there are which describe or illustrate the social, religious, political, industrial or educational progress of the said area. This society proposes to cooperate with local schools, libraries, and other area historical groups in the collection of local historical data, in the establishment of history museums, and in the marking of historical places of interest in this area.

## **Article III      Members**

Any person or entity interested in the history of Alliance or vicinity may become a member of the Alliance Historical Society.

## **Article IV      Officers**

A. The elective officers shall include a President, Vice-President, Secretary and Treasurer.

B. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Trustees then in office at any meeting of the Board provided that notice of such action is provided to the entire Board at least three (3) days prior to the meeting.

## **Article V      Board of Trustees**

A. There shall be a Board of Trustees of no less than eleven (11) members nor more than fifteen (15) members.

B. The members of this Society shall elect the Board of Trustees for overlapping three-year terms, with one third of the elected Trustees being elected each year at the Annual meeting in November. Election shall be by majority vote of the Members present at the Annual meeting. Each person elected to the Board of Trustees shall be or become a member of the Alliance Historical Society before taking office at the January Board meeting following the Annual meeting.

C. The Board of Trustees may at any meeting at which a quorum is present remove a Trustee from office ~~for cause~~ by a vote of ~~three-fourths of the two-thirds of all~~ Trustees ~~present; cause for removal may include, but not be limited to, lack of attendance at Board meetings.~~ Trustees may not miss more than two monthly meetings per year. Trustees should make every effort to attend all Board meetings and assist at events held by the Society.

## **Article VI      Committees**

Committee memberships, with the exception of the Executive Committee and the Nominating Committee, shall be appointed by the President. Committee Chairs and membership terms will be determined annually

by the Trustees, for a term not to exceed his or her term of office. The Executive Committee shall consist of the officers listed in Article IV. The Nominating Committee shall consist of the President, serving ex Officio and the Trustees whose terms expire at the end of the nextcurrent calendar year.

## **Article VII Parliamentary Authority**

Robert's Rules of Order shall govern this Society where the Constitution and By-Laws do not apply.

## **Article VIII Nondiscrimination Policy**

The Society does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring, and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members, staff, volunteers, subcontractors, vendors, and clients.

## **Article VIII IX Amendments**

This Constitution or By-Laws, except for Article V.B of the Constitution (Election of Board of Trustees) may be amended at any regularly scheduled Board meeting by a 2/3 vote of all Board members, provided that the General Membership shall have been notified of the proposed amendment(s) not less than ten (10) days in advance of such meeting. Article V.B may be amended at any regularly scheduled or special meeting of the Board by a two-thirds (2/3) vote of the General Membership that is present provided that the General Membership shall have been notified of the proposed amendment not less than ten (10) days in advance of such meeting.

## **Article X Dissolution**

The Society may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Articles of Incorporation, with State law and the rules and regulations of the Internal Revenue Service or its successor.

## **Article XI Indemnification**

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

B. Additional Indemnification.

The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee 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 Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee 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 Indemnitee 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 Indemnitee'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 Indemnitee establishes that the Indemnitee'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 Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee 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 Indemnitee acted in bad faith and/or was dishonest.

(a) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnitee 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 Indemnitee 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 Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee 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 Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee 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 Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee 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 Indemnitee 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 Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a

conflict of interest between the Corporation and the Indemnitee 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 Indemnitee 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 Indemnitee 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 Indemnitee 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 Indemnitee 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 which would impose any penalty or limitation on the Indemnitee without the Indemnitee'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 Indemnitee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee 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 Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee 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 Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(d) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee 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.

C. 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.

## **BY-LAWS**

### **Article I Dues**

A. ~~All dues Individual membership dues, Family membership dues, Patron membership dues, Mabel Hartzell Club membership dues, and Life membership dues~~ shall be determined from time to time by the Board of Trustees.

B. ~~Membership dues for businesses and organizations shall be determined from time to time by the Board of Trustees.~~

~~BC.~~ The membership year for all memberships shall be ~~determined by the Board. from July 1st to June 30th.~~

## Article II Election of Officers

~~Election of Trustees shall take place at the Annual meeting of the membership in November, with terms beginning January 1<sup>st</sup>.~~ The Trustees shall elect officers for a term of one (1) year, with all officers being elected from the membership of the Board of Trustees by majority vote at the January Board meeting.

## Article III Duties of Officers

**President.** The President shall conduct all Board meetings, the Annual meeting, and the Executive Committee meetings pursuant to Article VII of the Constitution according to Parliamentary procedure; appoint committees and committee chairpersons with the exception of the Executive Committee and the Nominating Committee; serve ex-officio on all committees except the ~~Nominating- Executive~~ Committee; carry out other business of the organization as deemed necessary by the Board of Trustees.

**Vice-President.** The Vice-President shall assume and perform the duties of the President in the absence of the latter, and shall assist the President as needed.

**Secretary.** The Secretary shall keep minutes of the Board, Annual, and Executive Committee meetings; send out meeting notices as necessary; handle all correspondence as directed by the President and the Board of Trustees; and keep a current register of the Society's membership.

**Treasurer.** The Treasurer shall receive all incoming monies; pay all bills as directed by the Board of Trustees; keep an accurate record of all financial transactions; prepare financial statements for each month and each year; ~~and~~ give a report of the financial status to the Board of Trustees at each regular Board meeting and at the Annual meeting; and Chair the Finance Committee.

## Article IV Fiscal Year

The fiscal year of the Alliance Historical Society shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

## Article V Meetings

A. There shall be an Annual meeting of the membership each year in November.

B. The Board of Trustees shall meet monthly, with the exception of August and December, to transact business as may be necessary at such time and place as the Executive Committee shall determine.

C. Special meetings of the Board of Trustees may be called by the President or by the written request of four (4) members of the Board, stating the time and purpose of the meeting. Such written request must be delivered to the Secretary at least three (3) days before the meeting. When any special meeting of the Board is called, other business of the Society may be transacted on consent of the members of the Board present and voting so long as a quorum pursuant to Article VI of these By-Laws has been achieved.

D. Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing (including electronic communication) to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

E. Electronic Participation. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference call, electronic conferencing software (i.e., Zoom or equivalent), or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Participation in this manner are to be used by approval of the president and are not meant to be a reason to not attend in person.

## **Article VI Quorum**

A majority of all current ~~Eight~~ members of the Board of Trustees shall constitute a quorum.

## **Article VII Committees**

**EXECUTIVE COMMITTEE.** The Executive Committee shall consist of the officers as outlined in Article IV of the ~~Constitution, and~~Constitution and be charged with the conduct of the activities of the Board of Trustees between the meetings of the Board, provided that all actions of the ~~C~~ecommittee shall be ~~pursuant~~subject to the ~~approval of the~~Board's prior instructions.

**NOMINATING COMMITTEE.** The Nominating Committee, as outlined in Article VI of the Constitution, shall identify potential new Board members and present qualified candidates in advance of the Annual meeting and at such times as vacancies may occur.

**FINANCE COMMITTEE.** The Finance Committee shall give special attention to the finances of the Society, including, but not limited to, fundraising projects ensuring the accuracy of all financial records and adherence to all applicable financial standards.

Other committees may be authorized appointed by the Board President as necessary, ~~including, but not limited to, the following named committees:~~

~~**COLLECTIONS COMMITTEE.** The Collections Committee shall oversee and maintain all exhibits and historical collections, including, but not limited to, accession and registration of new acquisitions, and creation and maintenance of a catalog or inventory of the Society's holdings.~~

~~**BUILDING COMMITTEE.** The Building Committee shall supervise and maintain the Society's buildings and real property.~~

~~**FINANCE COMMITTEE.** The Finance Committee shall give special attention to the finances of the Society, including, but not limited to, fundraising projects.~~

~~**AUDIT COMMITTEE.** The Audit Committee shall consist of two (2) members, and provide for an annual audit.~~

~~**MEMBERSHIP COMMITTEE.** The Membership Committee shall have charge of membership activities, including maintaining the membership list and encouraging membership in the Society.~~

~~**PUBLIC RELATIONS COMMITTEE.** The Public Relations Committee shall be charged with activities to stimulate interest in the history of Alliance and adjacent community, including, but not limited to, program development, docent training, publications, and the Society's web presence.~~

#### **Article IX Vacancies**

Vacancies on the Board of Trustees and officers may be filled by nomination, with the assistance of the Nominating Committee, and election ~~of~~by the Board.

#### **Article X Conflict of Interest**

The Society adopts and shall have as its Conflict of Interest Policy that policy set out as Appendix 1 to this Code of Regulations Constitution and By-Laws. Each Trustee and Officer of the Corporation shall execute a separate copy of the Society's Conflict of Interest Policy prior to assuming such position.