

Monday, September 08, 2014

1. Name of the Organization: The name of the organization shall be NAMI Greater North Shore herein referred to as NGNS. **NAMI Greater North Shore also serves as a Governance Affiliate for NAMI Greater Lowell herein referred to as NGL.**

2: Description of the Organization: NAMI Greater North Shore is a full service **affiliate and a 501C (3) tax exempt nonprofit organization** that provides support, education, and advocacy in the towns and cities of Andover, Beverly, Danvers, Hamilton, Lawrence, Lynn, Lynnfield, Marblehead, Methuen, Middleton, North Andover Nahant, Peabody, Revere, Salem, Saugus, Swampscott, Topsfield, Wenham on behalf of individuals and families affected by mental illness. **NAMI Greater Lowell is a Support and Education Affiliate and a sub affiliate under NAMI Greater North Shore. NGL is focused on the towns and cities of Billerica, Chelmsford, Dracut, Dunstable, Lowell, Tewksbury, Tyngsborough, and Westford. NGL agrees to abide by the bylaws of NGNS and shall have a programs operation plan that is managed by the NGL management team.**¹

3. Mission Statement: NAMI Greater North Shore is dedicated to fight stigma associated with mental illness. Work cooperatively with local mental health service organizations to ensure appropriate, timely, and dignified services.

4. Definition and rights/privileges of membership: Members accept the mission of NAMI and NAMI Greater North Shore and pay annual dues. A Member is a member of a NAMI Affiliate, State organization and the national organization of NAMI. Each paid member is entitled to one vote in any NAMI election. Members elect the Board and amend the Bylaws. **Both the membership of NGNS and NGL shall approve the NGNS bylaws.**²

5. Intellectual Property Rights: NAM Greater North Shore acknowledges that NAMI controls the use of the name, acronym and logo of NAMI and that use shall be in accordance with NAMI policy and that upon termination of affiliation with NAMI, the uses of these names, acronyms and logo by NAMI Greater North Shore shall cease. Within 30 days of termination, NAMI Greater North Shore will change its name to reflect that it is no longer connected to NAMI.

6. Financial Parameters (dues, fiscal year). Dues are established by the Board of Directors of NAMI and split between NAMI, NAMI Massachusetts and the local affiliate. NAMI Greater North Shore accepts the membership dues split defined by NAMI Massachusetts. **NGNS will act as the Fiscal Agent for NGL and further, to the best of its ability, assign the NGL portion of dues received from NAMI MA to an internal NGL Liability Account. Additionally, all donations designated for NGL will be assigned to an account designated the NGL Liability Account. All NGL donations will only be spent on NGL programs and debited against the NGL Liability Account unless otherwise directed by the NGL Board of Governors.**

¹ See items 1, 2, 3 and 10 in Principles of Relationship between NGNS and NGL.

² See item 4 in Principles of Relationship between NGNS and NGL.

The NGL president will serve on the finance committee of the NGNS.³ NGL expense procedures will be mutually acceptable to the NGL Affiliate Management Team and the NGNS Board of Directors.⁴

The fiscal year shall begin on [__January__] of each year and end [__December__].

7. Meetings:

Annual: There shall be an annual meeting of the membership each year. Members will be informed of the date and time of the meeting [__60__] days prior.

Special Members Meeting: The Board of Directors, or [50%] of members, may call a special meeting at the time, date and location of their choice. Notice of such a meeting must be given to the membership [__30__] days prior.

8. Quorum: 30 percent of the members shall constitute a quorum for any meeting at which a vote is to be taken.

9. Board of Directors: **The Board of Directors shall have at least [7] members and no more than [20] members. The Board of Directors shall be comprised of members in good standing of NAMI Greater North Shore or NAMI Greater Lowell.** The Board shall have members that are family caregivers, people in recovery and supporters of the NAMI mission. The Board of Directors shall establish the policies of NAMI Greater North Shore and shall have the power of the organization between meetings of the organization's membership unless otherwise specified in the Articles of Organization Articles or these Bylaws. **The president of NAMI Greater Lowell shall hold one directors position on the NAMI Greater North Shore Board of Directors.⁵**

The term of office of directors is three (3) years. Directors may not serve more than three consecutive full terms. Directors may extend their service on the Board up to three more years if they become Officers of the Board. The Board President's term as President shall be limited to three years in that role.

It is the responsibility of every Board Officer to recruit and suggest to the Nominating Committee at least one replacement officer before the end of that Board Officer's term.

The board receives no compensation other than for reasonable expenses incurred in service to the organization.

10. Nomination process: This is the process for new Board Directors or new Board Officers. Each year the President shall appoint a Board Nominating Committee comprised of three directors. Nominations for new directors or officers shall be submitted by members in writing to the Board Nominating

³ See items 6, 7 and 8 in the Principles of Relationship between NGNS and NGL.

⁴ See item 9 in the Principles of Relationship between NGNS and NGL.

⁵ See item 5 in the Principles of Relationship between NGNS and NGL.

Committee not less than 90 days prior to the Annual Meeting. The recommendations of the Board Nominating Committee shall be submitted to the general membership at least 60 days prior to the Annual Meeting. Election of Board members shall be conducted in conjunction with the Annual Meeting.

11. Vacancies: Vacancies that occur on the Board of Directors in between annual meetings shall be temporarily filled by an appointment by the Board of Directors. Directors serving in temporary appointments will be put to vote before the full membership at the next annual meeting.

12. Removal of Board Members: Board members must attend or call in for every Board meeting or be excused. Any Board Member who shall have been absent from two (2) consecutive regular meetings of the Board of Directors without just cause as determined by the Board of Directors shall automatically vacate the seat on the Board and the vacancy shall be filled as provided by these Bylaws; however, the Board shall consider each absence of a Board Member as separate circumstance and may expressly waive such absence by a two-thirds (2/3) vote of the members present at that meeting. Board members who are unwilling or unable to fulfill the duties required of them will be subject to dismissal by two-thirds (2/3) vote of the Board members present at a Board meeting.

13. General Powers: Subject to the provisions of the Massachusetts State Nonprofit Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the members, the business and affairs of the corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

14. Conflict of Interest: All Board members are required to sign the NAMI Greater North Shore Conflict of Interest disclosure form annually. Failure of new or current Board members to sign this form within thirty (30) days of receipt will result in automatic dismissal from the Board.

15. Directors Meetings:

Annual: The annual meeting of the NAMI GREATER NORTH SHORE Board of Directors shall be held in [____November_] of each year. The election of officers will take place at this meeting and any changes to the Bylaws shall be accepted by the membership.

Board Meetings : In addition to their annual meeting, the Board of Directors shall hold no fewer than four regular meetings annually, the times and places to be designated by the President.

Special Board Meetings: Special meetings of the Board shall be called upon the request of the President or one-third of the Board. Notices of special meetings shall be distributed by the Secretary to each Board member two weeks in advance of that meeting, unless notice requirement is explicitly waived by all Board members.

Quorum: 20% of the Board of Directors plus the President of the Board then serving shall constitute a Board quorum at the annual meeting and at any regular or special meeting.

16. Committees:

Executive: The Executive Committee shall consist of the Officers plus two additional Board members to be selected by majority vote of the Board of Directors. The Executive Committee shall exercise all powers of the Board of Directors between meetings of the Board. All proceedings of the Executive Committee shall be presented to the Board at its next meeting for inclusion in the official minutes of the Board.

Standing: The President shall appoint all standing committees. There shall be a Bylaws Committee for receipt and review of proposed amendments.

17. Officers: Officers shall be Board members.

President: The President shall preside at meetings and serve as ex-officio member of all committees except the nominating committee. The President shall exercise such authority and perform such duties as the Board of Directors may assign. : The President shall be the chief executive officer and shall have general supervision of the affairs of the corporation under the direction of the Board of Directors.

Vice President the Vice-President shall perform such duties and exercise such authority as may be assigned by the President. Should the President of the Board resign, be removed from office, become incapacitated or be unable to fulfill his/her duties that authority will fall to the Vice-President who shall become the Acting President. Upon assuming the role, the Acting President shall call a Special Meeting of the Board of Directors. The Board will determine if the Acting President should remain in the role as Acting President, in a situation where the Board President's incapacity is temporary, or if the position of Board President should be filled for the remainder of the term.

Secretary The Secretary shall identify those present, record all votes taken and author a brief summary of issues discussed at Executive Committee and Board meetings. The Secretary will submit meeting minutes within fourteen (14) days of each meeting for distribution, Board approval and to be filed as a permanent record.

Treasurer The Treasurer shall monitor all revenues and expenses of the corporation, approve all payables and shall ensure maintenance of a complete and accurate account of all funds received and disbursed. The Treasurer will produce a monthly financial statement of income and expenses for the Board. The Treasurer shall present the books for audit and at such times as required by the State of Massachusetts.

Executive Director: An Executive Director may be employed by the Board of Directors and shall have general direction of and supervision over the day-to-day affairs of NAMI Greater North Shore. The Executive Director shall provide organizational leadership and exercise such authority and perform such duties as the President, on behalf of the Board of Directors, may assign.

18. Indemnification of officers, directors, employees, agents, volunteers.

The NAMI Greater North Shore officers and directors shall be indemnified to the fullest extent provided by law for actions taken in service to the organization, except for any action determined by the Board of Directors to have been taken in bad faith. The Board of Directors has the authority to indemnify any

employees, volunteers, and agents of the organization to the fullest extent provided by law for actions taken in service to the organization, except for any action determined by the Board of Directors to have been taken in bad faith.

In any suit or legal action, the Board of Directors shall have the authority to advance legal fees and other costs incurred by an indemnity. If any such suit or action results in a determination of bad faith, indemnity shall reimburse NAMI GREATER NORTH SHORE for any advanced fees and costs. Fees and costs associated with Indemnification are limited by the current NAMI Greater North Shore insurance coverage.

19. Revision of amendments

Revision or amendments to the Bylaws may be proposed by any member or any director. Any such proposed revision or amendments shall be submitted in writing to the Bylaws Committee not less than ninety (90) days prior to the date of the next annual meeting. Each member shall receive in writing all proposed revisions or amendments to the bylaws not less than thirty (30) days prior to the next annual meeting of the members. Proposed revisions or amendments shall be presented by the Board of Directors to the membership at such next annual meeting. A [two-thirds majority of the members] voting shall be required to revise or amend the bylaws, provided a quorum is present.

21. Non Discrimination:

NAMI GREATER NORTH SHORE shall not discriminate against any person or group of persons on the basis of race, ethnicity, culture, language, national origin, age, disability, gender, sexual orientation, gender expression, education, religion, faith, socio-economic status or lived experience.

22. Independence

NAMI GREATER NORTH SHORE shall be independent of other agencies and advocacy groups not affiliated with NAMI, and shall not share bylaws, articles of incorporation, or boards of directors with such other groups

23. Seal:

There is no seal.

24. Dissolution:

In the event NAMI GREATER NORTH SHORE should be dissolved, any assets remaining following the payment of debts and the satisfaction of liabilities shall be made to [NAMI Massachusetts], for tax exempt purposes in the furtherance of its education, support and advocacy objectives.

24, Date of Bylaws:

These bylaws were adopted on September 14, 2014 and last amended by the Board of Directors and approved by the membership on [_____].

APPENDIX 1

Principles of Relationship between NAMI Greater North Shore and NAMI Greater Lowell

1. NAMI Greater Lowell (NGL) is a Support and Education Affiliate and a sub affiliate under NAMI Greater North Shore (NGNS)
2. NAMI Greater North Shore is a full service affiliate and a 501C (3) tax exempt organization.
3. NGL agrees to abide by the bylaws of NGNS.
4. Both the membership of NGL and NGNS shall approve the NGNS bylaws.
5. NGL will continue to have an affiliate management team whose president will have a director's position on the NGNS Board of Directors.
6. The NGL president will also serve on the Finance Committee of NGNS.
7. NGNS is the Fiscal Agent for NAMI Greater Lowell.
8. NGNS Financial General Ledger will have a NGL Liability Account. All donations designated for NGL will be assigned to an account designated the NGL Liability Account. All NGL donations will only be spent on NGL programs and debited against the NGL Liability Account.
9. NGL expense procedures will be **mutually acceptable** to the NGL Affiliate Management Team and the NGNS Board of Directors.
10. The NGL shall have a Programs Operation Plan that is managed by the NGL management team.