

**GLASS FUSION COLLECTIVE, INC.  
BY-LAWS**

**A Hawaii 501(c)3 Non-Profit Corporation  
Adopted and Effective as of April 16, 2020**

**Article I: Name and Offices**

- Section 1. The name of the organization shall be the Glass Fusion Collective, Inc., (herein Collective). The Collective shall conduct business in the State of Hawaii.
- Section 2. The principal office of the Collective shall be 1004 Lunaai Place, Kailua, Hawaii 96734.
- Section 3. The Collective may have offices and studio(s)/facilities elsewhere as the Board of Directors shall designate.

**Article II: Purpose**

- Section 1. To provide workshop facilities and classes for people in the State of Hawaii so that they will be able to learn the techniques of the glass arts and work together in as free an atmosphere as possible; to encourage the highest standards in instruction and use of the best materials available; to provide such services on a non-profit basis financed by fees from classes and members, donations, grants, government funds, fund-raising activities, etc.; to encourage a spirit of cooperativeness and community within the operation; and to cooperate with and encourage other such programs within the state.
- Section 2. The Collective shall be non-profit and it will not issue any stock and no part of its assets, income or earnings shall be distributed to or inure to the benefit of its members, directors, trustees or officers, or any private individual (except reasonable compensation may be paid for services actually rendered to or for the corporation affecting one or more of its objects and purposes), and no member, director, trustee or officers of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation in accordance with Section 501(c)(3), Internal Revenue Code of 1986.
- Section 3. The Collective is not intended as a production glass studio or facility. Users of its facilities will be limited to a fixed amount kiln and equipment time and space within its facilities per month, term or interim period as specified by the Board of Directors or in the Collective's Procedure Manual. Use of facilities or equipment

in excess of the specified limit may be grounds for terminating the individual's affiliation with the Collective.

### **Article III: Membership**

- Section 1.     **General**  
The governance of this Collective shall be vested in its members who shall delegate the authority to manage the Collective to the Collective's officers and Board of Directors.
- Section 2.     **General Powers**  
The members shall have the right to elect the officers and other members of the Board of Directors. As used herein, unless expressly stated otherwise, the term "member" or "members" shall refer to and mean a member or members in good standing as such term is defined. Any member who is not in good standing shall not be entitled to any benefits and privileges set forth herein, including the right to vote.
- Section 3.     **Membership**  
Membership in the Glass Fusion Collective, Inc., is open to all persons interested in promoting the goals and purposes of this organization who wish to participate in its programs and activities and who have completed an orientation period as detailed in the Procedure Manual and/or enrolled in Collective-sponsored classes. There will be no exceptions to this requirement unless a special waiver or exemption is authorized by the Board of Directors. Upon satisfactory completion of the orientation period and payment of annual membership dues, individuals automatically become members. Membership may be denied to individuals who have violated the Collective's procedures and policies during the orientation period or while taking classes sponsored by the Collective. No refunds or payment/cash credits of annual membership dues; class fees and/or fees paid to reserve studio time/space, facilities usage, kiln space, use of equipment, etc., will be made to those who have violated the Collective's rules, policies or procedures and whose membership has been suspended or terminated.
- Members must be at least eighteen (18) years of age and pay studio use fees or class fees in addition to annual membership dues, except when they are on a leave of absence or as specified/authorized by the Board of Directors.
- Section 4.     **Dues and Fees**  
Annual membership dues, studio use fees, and class fees shall be determined by the Board of Directors as applicable.
- Section 5.     "Members in good standing" shall be those persons

- a. Whose dues and fees are current;
- b. Who are not currently under suspension; and
- c. Who participate in the activities required by Collective in the Procedure Manual.

Section 6. Obligations and Privileges

The obligations and privileges associated with membership shall be detailed in the Procedure Manual.

Section 7. Leave of Absence and Orientation in Use of the Facilities and Equipment

Members in good standing have the right to return to membership after an absence of up to three years without undergoing an orientation period. However, instruction on and certification in the use of newly acquired equipment or information on changes in procedures shall be required prior to the use of Collective facilities and equipment by these members.

Section 8. Discipline

- a. A member shall be subject to discipline for failure to observe Collective policies or perform the obligations of membership as detailed in these By-Laws and in the Procedure Manual. Disciplinary action shall be initiated if a written request for such action is submitted by any three (3) members of the Board of Directors or by any other five (5) members of the Collective. Any such request shall be submitted in writing and detailing the alleged violation of Collective policies or procedures on which the request is based, including, if possible, dates of specific instances and names of witnesses.
- b. On receipt of a request for disciplinary action, the President, or if the President is the object of the petition, the Vice-President or a Board member who is not subject to disciplinary action, shall appoint a member who is not party to the request to investigate the facts stated in the request. The member so appointed shall submit a written report to the Board of Directors within thirty (30) days of his or her appointment with recommendations regarding any disciplinary action.
- c. The Board of Directors shall then call a meeting to consider the request for disciplinary action within no less than two weeks but no more than four weeks of receiving the written report. At this meeting, the Board shall hear and determine the merits of the request, and by majority vote (50% + 1) of those board members present shall determine the appropriate discipline for any alleged violation of Collective's policies or the applicable member's obligations provided that, in case of termination, no less than two-thirds (2/3) of the members of the Board of Directors present at this meeting in person, by proxy, or through written

or electronic communication vote for termination. Any person subject to disciplinary action shall have the right to appear before the Board of Directors, or be otherwise represented, to defend him/herself against the allegations. He/she may also invite up to three members of the Collective to appear before the Board to speak on his/her behalf.

- d. Discipline includes, but is not limited to, reprimand, warning, curtailment of all or a portion of a member's privileges, temporary suspension (the length of which shall be specified by the Board of Directors), or termination of membership.

#### **Article IV: Officers and Board of Directors**

Section 1. The officers of this organization shall consist of a President, Vice-president, Secretary, and Treasurer.

Section 2. The Board of Directors shall consist of the officers (as noted in Section 1 above), as well as at-large directors, committee chairs or liaisons. The total number of at-large directors or committee chairs or liaisons serving on the Board of Directors shall be determined by the Collective's officers.

Section 3. Qualifications

- a. All officers and other members of the Board of Directors shall be members in good standing.
- d. Officers and Board members shall abide by the Collective's policies, as detailed in the Procedure Manual.

Section 4. Removal

- a. Any officer or other member of the Board may be considered for removal for cause if a petition requesting removal signed by three (3) members of the Board or five (5) other members of the Collective is presented to the Board. The petition must state the alleged violations of Collective procedures or policies that are the basis for requesting removal, and include, if possible, dates of specific instances and names of witnesses.
- b. A petition for removal shall follow the same procedures and time limits as specified in Article III, Section 8 for disciplinary complaints. A two-third (2/3) majority is required for removal from office.
- c. "For cause" shall include, but is not limited to:
  - i. failure to perform the duties of the office or Board position;

- ii. failure to attend three or more Board meetings per calendar year;
- iii. violation of Collective's policies or failure to perform the obligations of membership;
- iv. engaging in acts that constitute a conflict of interest under the Collective's conflict of interest policy; or
- v. conviction of a misdemeanor that will materially affect the operation or reputation of the Collective or of any felony.

Section 5. Resignation

Any officer, director or board member may resign at any time by giving written notice to the Board of Directors or to the President or the Secretary of the Collective. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancy

A vacancy in any office because of death, resignation or removal, disqualification or any other cause, may be filled for the unexpired portion of the term by the President with approval of a majority (50% + 1) of the Board of Directors. At the expiration of that term, the appointee may then apply for election to a regular, full two-year term.

Section 7. Powers and Responsibilities

The Board of Directors:

- a. Shall carry out the purpose of this organization, its By-Laws, its policies and procedures and shall have general charge of the organization and the control and management of all the property and affairs of the organization.
- b. Shall have the power to:
  - i. adopt, amend and enforce policies consistent with these By-Laws that regulate the affairs and conduct of the organization and its members;
  - ii. support and direct the activities of its committees; and
  - iii. decide on questions on matters not governed or determined in these By-Laws or the Procedure Manual.
- c. May create additional committees and task forces as needed to implement Collective policies or achieve Collective goals.

- d. Reserves to itself any responsibility not assigned to a committee or individual.
- e. Evaluates the extent to which its committees, representatives and task forces are achieving Collective purposes and goals.
- f. Determines the Collective's long-range objectives.
- g. Visualizes and coordinates the tasks of the Collective.

Section 8. Obligations and Privileges of Board members  
 Board members are expected to be members in good standing continuously during their term of office and to fulfill the responsibilities associated with their office or board position. Specific obligations and responsibilities as may be further detailed in the Procedure Manual.

### **Article V: Election of Officers and Directors**

The Officers and Directors of this organization shall be elected by secret ballot from a slate of candidates in an election held each November following the nominating and voting procedures as specified by the Board of Directors and as may be detailed in the Procedure Manual. All members in good standing are eligible to run for office and to vote in the election.

### **Article VI: Duties of the Officers and Directors**

Specific duties of the officers and directors shall be described in the Collective's Procedure Manual. In general, these duties shall include the following:

Section 1: Board of Directors  
 The Board of Directors shall be as follows: President, Vice President, Treasurer and Secretary. The officers shall be members of the Board of Directors with additional at-large directors elected at annual meetings by the membership as a whole and committee chairs, liaisons, etc. The total number of at-large directors, committee chairs, etc., serving on the Board of Directors shall be determined by the elected board officers (refer to Article IV, Sections 1 and 2 above). The Board of Directors shall serve without compensation, but may be reimbursed for expenses related to board service upon approval by the board.

Section 2: President  
 The President shall preside over all meetings of the Collective and over the Board of Directors. The President shall appoint the chairs of each committee, with the exception of the Board of Directors of which the President shall preside as chair. The President shall have the authority to assign committee tasks. The President is automatically a member of all committees. The President shall advise any director who has three (3) or more unexcused meetings within a 12-month

period in writing that they may be disqualified as a director after the board has made such determination. The President shall officially represent the Collective to the public, unless this authority is specifically given to another on a case-by-case basis. The President shall have other powers and duties as may be prescribed by these By-Laws and the Collective's Procedure Manual.

Section 3: Vice President

The Vice President shall act as President upon the absence of the President or at the request of the board when the President is unwilling or unable to act, and when so acting, shall have the full power of the office of the President. The Vice President shall have other powers and duties as may be prescribed by these By-Laws and the Collective's Procedure Manual.

Section 4: Treasurer

The Treasurer shall oversee the keeping and maintenance of all financial transactions of the Collective which shall include all records of membership fees, class tuition, lab fees or dues; charitable donations; and any all money collected and disbursed. The Treasurer shall oversee the preparation of monthly statements for the Collective. The Treasurer shall perform other duties generally performed by a Treasurer and have other powers and duties as may be prescribed by these By-Laws and the Collective's Procedure Manual.

Section 5: Secretary

The Secretary shall keep or cause to be kept a full and complete record of the proceedings of the board, Board of Directors, and Collective meetings. The Secretary shall prepare written notices as may be necessary and proper required by the board, and shall discharge other duties that pertain to the office or as may be required by the board or Collective. The Secretary shall keep attendance at all board and Collective meetings and promptly notify the President and any director and/or officer who has two (2) absences. The Secretary shall be required to keep attendance of all directors at all meetings of the board and shall have other powers and duties as prescribed by these By-Laws and the Collective's Procedure Manual.

Section 6: Employment of Staff and Creation of Advisory Positions

- a. The Board of Directors may employ staff and/or create advisory positions to assist in the management of Collective as well as assisting the Collective in achieving its creative vision/goals. Staff and advisory positions shall be held to the same degree of responsibility to report any conflicts of interest and will be required to complete the same ethics/conflict of interest disclosure and confidentiality agreements as the Collective officers and Board of Directors.
- b. Staff and advisory personnel shall serve at the sole discretion of the

Board, with any hiring or terminating of staff or advisory personnel to be determined by a simple majority vote of the Board. Staff and advisory personnel may be terminated without cause or recourse. Compensation of the staff shall be determined by the board in their sole discretion, and the staff and advisory personnel shall be subject to periodic review by the board.

### **Article VII: Committees and Liaisons**

- Section 1. Special Committees and liaison positions may be created and chairs appointed by the President with approval by the Board of Directors.
- Section 2. Committee members shall be selected by the respective chairpersons.

### **Article VIII: Fellowships and Visitorship Privileges**

Artist-in-Residence fellowships and short-term visitorships may be granted to recognized glass artists by the Vice-President with the Board's approval so long as a Collective member in good standing volunteers to act as the studio ambassador for this individual to ensure that they know about and follow Collective rules and procedures. The number of such positions that can be granted in any given year will be determined by the Board.

### **Article IX: Terms of Office**

- Section 1. All officers of this organization and members of the Board of Directors shall serve a term of two (2) years, from Jan 1st thru the end of December of the following year. Offices shall be staggered so that the President and Secretary are elected in one year, and the Vice President and Treasurer are elected in the alternate year. Other board positions will also be staggered so that one-half are elected each year.
- To ensure continuity, the initial terms of the officers for the first cycle will be two (2) years for the President and Secretary and one (1) year for the Vice President and three (3) years for the Treasurer. Directors will serve either one or two-year terms. Initial terms for directors, i.e., either one- or two-year terms, will be determined by drawing lots.
- Section 2. There are no limits on the number of terms an officer or director may serve.
- Section 3. Appointed committee chairs shall serve the term of the administration in which they were appointed or until such time as removed by the President with approval of the Board of Directors.



## **Article X: Meetings, Quorum, and Notices**

Section 1. There shall be four types of meetings of the organization:

a. General Member Meetings

i. The members shall meet at least once a year at an annual meeting, which shall be held in the third quarter of the calendar year but not later than November 30<sup>th</sup> of a calendar year.

ii. All members in good standing must be notified at least twenty (20) calendar days prior to the meeting date. This notice shall also inform the members of the time, place and agenda, and have a brief explanation of business to be conducted. Members may propose additional agenda items in writing to the President at least ten (10) calendar days prior to the meeting date.

iii. Additional membership meetings may be called by the President with the concurrence of a simple majority of the board members or by written petition of at least ten (10) Collective members.

b. Special Member Meetings

i. Must be called by the President within ten (10) days of written request of five (5) members or in response to a petition for removal of an officer or Board member, as specified in Article IV, Section 4.

ii. Such petition must explicitly state the time, place, and agenda for the meeting.

iii. If the president is absent or unable to act, the Vice-President may call such special meetings.

iv. All members must be notified at least five (5) days prior to the meeting date.

c. Board of Directors Meetings

i. Shall be held a minimum of six times a year.

ii. Notice must be given at least fourteen (14) days prior to the meeting date.

iii. At all meetings of the Board of Directors, a simple majority (50% + 1) of the Board shall constitute a quorum, and a majority (50% + 1) vote at

each meeting shall decide all questions except as specified elsewhere in these By-Laws.

- d. Special Board of Directors Meetings
  - i. May be called by the President whenever deemed necessary.
  - ii. If a physical meeting is necessary, notification must be given at least five (5) calendar days prior to the meeting date.

## Section 2. Attendance

- a. Members may attend all Board meetings; except and those dealing with Executive Sessions in which personnel matter, advice from counsel and confidential contractual matters are being discussed. However, and in accordance with Robert's Rules of Order, all decision-making must be conducted in open session.
- b. Board and general membership meetings may be combined at the discretion of the President though only Board members may vote on Board issues.

## Section 3. Quorum; Adjournment of Meeting Due to Lack of Quorum

The presence of a majority (50% + 1 member) of the board members of the Collective in person, by proxy, or telephone shall constitute a quorum and enable the transaction of business at any membership meeting. The presence of a majority (50 % + 1 member) of the total possible votes in person, by proxy, or telephone shall constitute a quorum and enable transaction of business at any Board of Directors meeting. In the absence of a quorum, any membership or Board meeting shall be adjourned by the vote of a majority of the applicable members present thereat. No other business may be transacted. At any meeting at which a quorum is present, any business may be transacted as long as that business was duly noted on the agenda for that meeting and for which that meeting was originally called. The applicable members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of members as long as the remaining members still constitute a quorum (50% + 1 member).

## Section 4. Consent to Meetings

The transaction of any meeting however called and noticed and wherever held shall be valid as if such meeting has been duly held at the regular call and notice, if a quorum (50% + 1 member) is present, and if either before or after the meeting each of the members not present in person gives a Waiver of Notice as provided in these By-Laws by proxy, telegram, telephone, email, facsimile or other communication media. All such waivers shall be filed with the corporate

records or made a part of the minutes of the meeting. Any action that, under law, may be taken at a meeting of the Collective membership or Board of Directors may be taken without a meeting if authorized in writing, including email or facsimile, signed by all of the members of the Collective or the Board of Directors, as applicable, and filed with the Secretary of the Collective.

Section 5. Notices - Waiver of Notices

Whenever any notice is required to be given to any member or member of the Board of Directors by statute or by these By-Laws, whether of a meeting or for some other purpose, it may be given personally or sent to such member by mail, telegram, email, facsimile or other form of written or electronic communication, charges prepaid, addressed to him/her at his/her address as shown on the records of the Collective, or if it is not so shown on the records or is not readily ascertainable, at the place of the principal office of the Collective. In case such notice is mailed, telegraphed, emailed or sent by facsimile or other form of written or electronic communication, it shall be deemed given at the time when the same shall be deposited in the United States mail, delivered to the telegraph company, sent by email, facsimile or other form of electronic communication. Such mailing, telegraphing, emailing, faxing, delivery as herein provided shall be valid, legal and constitute personal notice to such member.

Whenever any notice is required to be given to any member or member of the Board of Directors by statute or by these By-Laws, whether of a meeting or for some other purpose, a member may waive such notice in any manner, and a waiver or waivers in writing, signed by the person or persons entitled to receive said notice, or by telegram, email, facsimile, or other electronic communication, whether given before or after the meeting or the time at which such notice is required to be given, shall be deemed equivalent to receipt of such notice. All such waivers shall be filed with the records of the Collective.

**Article XI: Bank Accounts, Contracts, Fiscal Year, Loans, and Related Items**

Section 1. Deposits

All Collective funds shall be deposited to the credit of the Collective with such banks, bankers, trust companies or other depositories as the Board may select.

Section 2. General and Special Bank Accounts

The Board will authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories selected by the Board and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these By-Laws as they deem expedient.

Section 3. Contracts

The Board of Directors, except as in these By-Laws otherwise provided, authorizes the President, or in certain cases specific officers or agents, to enter

into any contract, or execute and deliver any instrument in the name of and on behalf of the Collective. Such authority may be general or confined to specific instance, and, unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Collective by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Notwithstanding the foregoing, contracts in excess of \$500 must receive prior approval of a majority of the members of the Board of Directors. There shall be no parceling contracts to avoid the approval process.

Section 4. Loans

No loans shall be contracted on behalf of the Collective and no negotiable paper shall be issued in its name unless and except as approved by the Board of Directors. When so authorized by the Board of Directors, any officer or agent of the Collective may effect loans and advances at any time for the Collective from any bank, trust company, or any other institution or from any firm, corporation or individual, and for such loans and advances make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Collective and when authorized as aforesaid as security for the payment of any and all loans, advances, indebtedness and liabilities of the Collective, may mortgage, pledge, hypothecate or transfer any and all real property, or stocks, securities or other personal property at any time held by the Collective, and to that end endorse, assign and deliver the same.

Section 5. Fiscal/Official Year

The fiscal/official year of Glass Fusion Collective, Inc., shall begin on January 1 and end on December 31.

Section 6. Extraordinary Expenses

Any expense of \$500 or more not previously approved by the Board, either through specific decisions or approval of the annual budget, must receive Board approval. This approval can be given at a regular or special meeting of the Board or through an email vote, following the rules outlined elsewhere in these By-Laws or in the Procedure Manual.

Section 7. Audit

On a biannual basis or upon installation of a new Treasurer, the Board at their discretion shall appoint or engage an auditor or two qualified members of the Collective to examine the Collective's financial records. The Board of Directors may also engage a licensed accountant to oversee the financial affairs of the Collective.

Section 8. Tax Return

The Collective shall engage the services of a licensed CPA qualified for non-profit organizations or direct qualified member(s) of the Collective to file its annual tax return.

Section 9. Procedure Manual  
The Board shall have the authority to adopt and revise from time-to-time by a majority vote of those attending a meeting of the Board at which there is a quorum a Procedure Manual (Manual). This Manual shall amplify and explain in more detail the duties, responsibilities, deadlines, and procedure that an officer, Board member, Committee chair, member, or student must follow in executing their respective duties or use of the Collective facilities and equipment. The Procedure Manual shall be maintained by the Secretary in the offices of the Collective or at an address designated by the Board. The terms of the By-Laws shall govern in case of any conflict or ambiguity in the language of the Procedure Manual and the By-Laws.

### **Article XII: Conflicts of Interest and Related Policies**

- Section 1: Any director, officer, employee or committee member with delegated authority, who has a financial interest in any matter, contract, issue or transaction contemplated by the Board, shall immediately disclose the actual or potential conflict of interest to the Board as noted below (Article XII, Section 7.d.). Upon disclosure of an actual or potential conflict of interest, that member shall not participate in further discussions or decision-making regarding the actual or potential conflict of interest item.
- Section 2: Board members shall be required to complete a Conflict of Interest Disclosure document/agreement as well as an Agreement of Board Service document which acknowledges their duties and responsibilities in support of the Collective's mission by its officers, directors, committee chairs, etc. These documents/agreements shall be executed at the beginning of their board service, and re-signed at regular intervals, but no less than annually, during their service. Board members are also responsible to proactively update these documents should their conditions change and a potential conflict could occur.
- Section 3. Each Board member must abide by the Agreement of Board Service signed when he/she/they join the Board of Directors. The Board of Directors is responsible for overseeing the management of the Collective, providing for oversight of its fiscal health, protecting its reputation, approving the budget, and setting the policies governing the Collective. The Board may accept or reject sponsorship requests from businesses, organizations, or individuals. It may also delegate this to a committee. The board shall review the annual IRS and Hawaii State Tax submissions.
- Section 4. Neither Board members nor volunteers nor staff shall be loaned funds from the Collective. Board members shall serve without compensation, but if a board member provides a service to the Collective, the fee must be disclosed and approved by the board prior to the performance of the service.

Section 5. It is the policy of the Glass Fusion Collective, Inc., to provide services to the community and not to serve the individual interests of volunteers, board members, employees or consultants. Therefore, decisions that could benefit volunteers, board members, employees, or consultants or friends or members of their immediate families are a conflict of interest. This policy prohibits the practice of steering or directing referrals of applicants or persons served to a private practice in which volunteers, board members, professional personnel, consultants, or their immediate families may be engaged.

Section 6. Any transaction which benefits a volunteer, board member, employee or consultant or any immediate family member thereof must be disclosed to the President or his/her designated director and/or the board for action. Under no circumstances may a member of the Board of Directors vote on any action in which it has been determined that there is a conflict of interest.

Section 7. In keeping with the above, the following shall be observed:

- a. No volunteer, board member or employee shall allow his/her/their personal, financial, business or other concerns to influence any Collective decision in a manner not in keeping with the Collective's best interest.
- b. No volunteer, board member or employee shall use his/her/their position, or the knowledge gained, in such a manner that a conflict between the interest of the Collective and his/her/their personal interest arises.
- c. No volunteer, board member or employee may obtain for themselves, their relatives, or their friends a material interest of any kind from their association with the Collective.
- d. Any volunteer, board member or employee who is aware of a potential conflict of interest with respect to any matter coming before the board or committee must disclose such conflict and will not be allowed to vote on such matters and, as appropriate, must refrain from participation in relevant portions/discussions of the meeting.

Section 8. When the Board is to discuss, or take action, regarding the actual or potential conflict of interest, the interested party shall be excused from the place of meeting, and shall not participate in any discussion or seek to influence, in any manner, the vote on the transaction. The Board may appoint a disinterested person or committee to investigate alternatives to the proposed transaction, to determine reasonable options, and to make recommendations to the Board for Board approval.

Section 9. Any person who fails to disclose an actual or potential conflict of interest shall be afforded an opportunity within thirty (30) days to explain that failure and may be subject to appropriate disciplinary or corrective action by the Board, up to and

including removal from the board and suspension or termination from Collective membership.

Section 10. The minutes of the meeting of the Board shall contain a record of any and all such actions pertaining to any actual or potential conflict of interest. Each director, officer, or employee and any member of the Collective serving on any committee created by the Board for any project shall annually sign a statement that affirms his/her/their understanding and agreement to comply with this policy at the discretion of the Board.

### **Article XIII: Amendment of By-Laws**

These By-Laws may be amended by a two-thirds (2/3) majority vote of all the Board of Directors, provided that written notice of the proposed amendments shall have been circulated to the Board and the general membership at least twenty (20) working days prior to the Board meeting. Board members may cast their vote in person, by proxy, or through written or electronic communication media. A blank vote or abstention shall not be counted toward the two-thirds majority vote. Voting shall be conducted in an open session of the general membership. Those wishing to express their opinions regarding the proposed amendments must submit their testimony in writing no later than five (5) working days prior to the meeting.

### **Article XIV: Parliamentary Authority**

Robert's Rules of Order shall govern Collective meetings provided they are not inconsistent with the Collectives rules of order or By-Laws.

### **Article XV: Indemnification of Officers, Employees and Agents**

The indemnification provisions of Hawaii Revised Statutes, Chapter 414D, Sections 160 through 67, as may be amended from time to time, are approved and adopted and incorporated herein by reference.

### **Article XVI: Decorum**

All members shall address each other with respect, and at no time shall there be any remarks made that are personally derogatory or insulting to any officer or director or member at any meeting. Disorderly conduct shall not be permitted. A speaking member or director or officer shall not be interrupted, and the presiding chair or President shall call upon those with raised hands to speak. If a member or director persists in disorderly conduct after being warned, any director may move to have that member or director removed from the meeting. A majority of

those directors present at the meeting must agree upon removal before such member or director is asked to leave.

### **Article XVII: Dissolution**

In the event of the dissolution of Glass Fusion Collective, Inc., its assets shall be distributed for one or more of the exempt purposes specified in Section 501(c)(3), Internal Revenue Code of 1986 or from time to time as amended.

#### **Certificate of Adoption**

The foregoing By-Laws were submitted to a meeting of the Board of Directors. Pursuant to the terms of these by By-Laws and there being a two-thirds (2/3) quorum present, the foregoing By-Laws were adopted by a two-thirds (2/3) majority board members in good standing who were present at the \_\_\_\_\_ meeting.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Elizabeth Train, President, Glass Fusion Collective, Inc.

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Kathryn Farley, Secretary, Glass Fusion Collective, Inc.