

# **PAR BYLAWS**

Adopted as Amended on November 20, 2013

## **ARTICLE I – NAME**

The name of the Corporation is PAR.

## **ARTICLE II – PURPOSE**

PAR's mission is to build the capacity of the private sector to support Pennsylvanians with autism spectrum disorders (ASD) and/or intellectual disability (ID) with the services they need to live as independently as possible.

PAR disseminates information to the membership beneficial to the conduct of their programs and services and provides education, training and resources to the membership and to the general public that is relevant to the fields of autism and intellectual disability. PAR engages in advocacy for the support of Pennsylvanians with autism spectrum disorders and/or intellectual disability to enable them to live more independent lives.

## **ARTICLE III – MEMBERSHIP AND VOTING**

### **Section 1 – Full Membership**

#### **Membership Eligibility**

Full membership shall be limited to any private organization which is a direct service provider for people with the need for ASD and/or intellectual disability (ID) and/or early intervention (EI) services, whether proprietary, non-profit to eleemosynary, licensed or approved by the Commonwealth of Pennsylvania.

Organizations providing community autism and/or intellectual disability services in Pennsylvania are eligible to be members of PAR. Organizations can join, as follows:

1. A free-standing organization providing intellectual disability (ID), autism or early intervention (EI) services in Pennsylvania.
2. A multi-corporate entity with its subsidiaries that provides ID, autism or EI services in Pennsylvania.
3. A subsidiary that is the only organization within a multi-corporate entity that provides ID, Autism or EI services in Pennsylvania.

When a PAR Member affiliates with a Non-Member that is eligible for membership, an exception may be requested by the PAR Member to waive the dues increase resulting from the affiliation for a period of up to one year.

#### **Votes of the Membership**

Officers, directors, and owners of PAR member organizations may act as a designated representative to the Association at all membership meetings.

At all general membership meetings, whether regular or special, each private organization member shall be entitled to one (1) vote as outlined below. Such vote shall be cast by a person duly designated and recognized as the representative of the service provider member.

1. A free-standing organization has one vote.

2. A multi-corporate entity has one vote for each eligible subsidiary up to a maximum of 5 votes; each eligible subsidiary must have a separate EIN, its own public identity and its own leadership. Each vote of a subsidiary of a multi-corporate entity must be cast by an individual representing that subsidiary.
3. A subsidiary that is the only organization in a multi-corporate entity providing intellectual disability, autism or early intervention services in Pennsylvania has one vote.
4. There shall be no proxy voting.

#### Section 2 – Associate Membership

Associate membership shall be limited to any individual (or organization) within the private sector who supports the purposes of the Association and is not eligible for full membership.

Associate members are not entitled to voting privileges nor are associate members eligible to hold office, a position on the Board of Directors, or a committee chair position.

### **ARTICLE IV – BYLAWS AMENDMENT**

The Association Bylaws may be amended by a two-thirds vote of the membership present and voting at any annual, regular or special general membership meeting provided that written notice of proposed Bylaws amendments have been mailed or electronically transmitted to members not less than thirty (30) days in advance of such meeting.

### **ARTICLE V – GENERAL MEMBERSHIP MEETINGS**

#### Section 1 – Annual Meeting

The Annual Meeting of members of the Association shall be held at a place and on a date to be selected by the Board of Directors. Written notice of the time and place of the Annual Meeting shall be given to each member of the Association at least thirty (30) days in advance of said meeting. At the Annual Meeting annual reports of officers and committees shall be delivered and the officers and Board of Directors shall be elected.

#### Section 2 – Regular and Special Meetings

General membership meetings shall be held at a time and place to be designated by the Board of Directors. Special general membership meetings may be called by the Board Chair or shall be called by the Board Secretary on the written request of any four (4) members of the Association. Members shall have at least fourteen (14) days advance written notice of the time, place and purpose of regular general membership meetings and special membership meetings.

### **ARTICLE VI – MEMBERSHIP DUES**

#### Section 1 – Full Membership

Annual dues shall be determined by the Board of Directors, based on an assessment subject to an established minimum and maximum amount, payable on terms established by the Board of Directors.

### **Dues Assessments and Website Presence**

Each eligible organization that has its own EIN, its own public identity and its own leadership, will be treated as a separate entity for dues assessment. Each member will be given the option to be listed on the PAR Website either by the multi-corporate entity's name or by the subsidiary's name with disclosure as to affiliations or by the free-standing organization's name.

### **Discount for Multi-Corporate Entities**

If the dues of a multi-corporate entity with its subsidiaries exceed maximum dues established by the Board of Directors, a discount of up to 20% for the parent as well as each subsidiary will apply down to the maximum dues level when added together. For multi-corporate entities whose total dues would exceed \$99,996, a cap of \$99,996 will be applied.

### **Non-Payment of Dues**

A member who has not paid dues for two complete quarters and has not formally requested in writing special consideration from the Board will be notified in writing by the Board Treasurer or President and CEO that failure to pay dues to date within thirty (30) days shall result in loss of membership. Members who have been notified of delinquent dues shall not be entitled to vote at any meeting. Payment of dues within the thirty day grace period shall immediately restore the member's full membership rights. A member who fails to pay dues to date within the thirty day grace period shall be dropped from membership following formal Board action at the next regularly-scheduled Board meeting. Confirmation of membership loss shall be provided in the writing by the Board Treasurer or the President and CEO to the member. A member who has been dropped from PAR membership because of failure to pay dues to date, who wishes at some later time to rejoin, shall be considered to have left in good standing if the member pays the dues owed before reapplying for membership.

## Section 2 – Associate Membership

Annual dues shall be determined by the Board of Directors payable in full upon receipt of invoice. Any associate member who has not paid dues within sixty (60) days of receipt of the dues invoice will be notified in writing by PAR staff that failure to pay dues to date within thirty (30) days shall result in non-renewal of their associate membership. An Associate member who fails to pay dues to date within the thirty day grace period shall be notified that their membership has not been renewed.

## ARTICLE VII – EMERGENCY MANAGEMENT

Effective period: These emergency bylaws will become operative only during any emergency resulting from warlike damage or an attack on the United States or any nuclear or atomic disaster, consistent with section 5509 of the Pennsylvania Nonprofit Corporation Law, or any natural disaster that disrupts the capacity of the Board to operate. While in operation, the provisions of emergency bylaws will take the place of any contrary provisions in PAR's regular bylaws, articles of incorporation, and the Pennsylvania Nonprofit Corporation Law. As soon as the emergency is over, the emergency bylaws are no longer operative and PAR's regular bylaws will govern until another emergency occurs.

Meetings and Quorum: In the event of an emergency, a meeting of the Board of Directors or Executive Committee may be called by the President and CEO or any officer or director or member of these bodies. The director or directors or the member or members of these bodies in attendance at the meeting will constitute a quorum. Notice of any meetings during an emergency

will be given to members of the Board of Directors who are reachable and by any methods of communication available including publication, phone call, or email.

Lines of Succession: The Board of Directors, either before or during any such emergency, may provide and modify lines of succession in the event that members of the Board of Directors or Executive Committee are for any reason unable to carry out their duties. Members of the Executive Committee will have the authority to act on behalf of the full Board during emergencies.

Liability: PAR's Board of Directors, Executive Committee members and employees acting in accordance with these emergency bylaws will not be liable except for willful misconduct.

### **ARTICLE VIII – BOARD OF DIRECTORS**

The business and affairs of the Association shall be managed by its Board of Directors, which shall consist of four duly elected officers plus thirteen (13) additional members, duly elected by the general membership of the Association at the Annual Meeting. From the 13 members, up to four shall serve on the Executive Committee with the four officers. One shall be the immediate Past Board Chair and one to three shall be appointed as Board Members-at-Large. No PAR member shall have more than one representative on the Board of Directors.

Members of the Board of Directors shall be elected for staggered terms of three years each . A member may serve two consecutive three year terms and may be nominated again for a Board position after he/she has not served on the Board of Directors for one year. In recognition of the need for a Board Chair who is experienced in representing the association as a member of the Board, the above term limitation may be waived to allow for one to three consecutive one-year terms as Board Chair followed by one to three consecutive one-year terms as immediate Board Chair coincident with the successor's tenure.

Each year, the Nominating Committee shall propose a slate of board members and officers after written solicitation for nominations from all general members. The slate shall be reviewed by the Executive Committee followed by notification to the general membership, in writing, at least thirty (30) days in advance of the Annual Meeting.

Vacancies occurring in the Board of Directors for any reason whatsoever shall be filled by the vote of the majority of the remaining members of the Board of Directors. Each such person so elected shall serve on the Board of Directors until the vacancy is filled through the nominating process and each such person is elected by the general membership of the Association at the next Annual Meeting. The new term of the Board of Directors shall commence at the formal conclusion of the Annual Meeting.

#### **Section 1 – Qualifications**

All members of the Board of Directors of the Association shall be, and at all times remain, duly authorized representatives of members in good standing of the Association. Any such member of the Board of Directors shall automatically be disqualified from continuing to serve on the Board upon revocation of his or her authority to represent a member of the Association, or upon a resignation, suspension or other termination of the membership represented by him or her in the Association.

## Section 2 – Duties

The Board of Directors shall be the governing body of the Association and shall possess and exercise complete authority over its policies, subject only to the limitations imposed by the Association's Bylaws. The Board of Directors shall have authority and responsibility to formulate the Association's policies in accordance with the Bylaws and may carry out such policies through the Association's officers, committees, and through such professional and support personnel as it may employ.

The Board of Directors shall have the authority to purchase or otherwise acquire, to sell, pledge, convey, lease and encumber personal or mixed property, to lease real estate, to borrow money, and enforce penalties for their infraction. The Board of Directors shall ensure that all applications for membership in the Association are investigated and acted upon. The Board of Directors shall have the right to confer honorary membership upon any individual or individuals, providing that any honorary members so conferred shall be excluded from voting privileges unless otherwise stipulated in the Association's Bylaws. The Board of Directors shall adopt a Code of Ethics, and may adopt Association standards and practices it deems appropriate in furthering the purposes of the Association.

The Board Chair or President and CEO may establish such other committees as he/she deems appropriate and shall appoint the Chairs of each committee, with the exception of the Executive Committee. The Chairs of committees shall be appointed for a one-year term coinciding with the appointing Board Chair term. Members of all committees of the Board of Directors may be duly authorized representatives of members in good standing of the Association. Unless otherwise stipulated in the Association Bylaws, all committee appointments shall automatically cease at the end of the term of office of the appointing Board Chair.

## Section 4 – Meetings

In addition to the Annual Meeting, the Board of Directors shall hold at least four regularly scheduled meetings during the course of the Association's fiscal year which are open to the general membership. The Board Chair shall establish the dates and locations of all Board Meetings. At least fourteen (14) days notice of all Board of Directors' Meetings which are open to the general membership shall be provided to the general membership in writing. Special meetings of the Board of Directors may be called by the Board Chair or the President and CEO or shall be called by the Board Secretary or the President and CEO on the written request of any four members of the Board of Directors. Attendance of any member of the Board of Directors at any special meeting shall constitute a waiver, by him or her, of the required fourteen (14) days written notice of such meeting, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not called or convened according to the Association's Bylaws. Each Board member shall be limited to one (1) vote at Board Meetings.

## Section 5 – Quorum

Forty percent (40%) of the members of the Board of Directors shall constitute a quorum at all meetings of the Board; 40% of the members of the Executive Committee shall constitute a quorum at all meetings of the Executive Committee for the transaction of business. If a quorum is not present and an important decision has to be made, a Board vote may be taken by phone,

mail or electronic media and so noted in the minutes of the next regular or special meeting of the Board.

With the agreement of a simple majority of the directors and officers, votes may be taken by phone, mail or electronic media for the transaction of business of the Board of Directors or the Executive Committee outside of regular or special business meetings. Votes taken in this manner shall be noted in the minutes of the next regular business meeting. Any request by a responding director that the vote be delayed to the next scheduled meeting will be honored unless a two-thirds majority overrides the request.

### **ARTICLE IX – OFFICERS**

The Officers of the Association shall be a Board Chair, a Board Vice-Chair, a Board Secretary and a Board Treasurer. The Association's officers shall be elected for one year terms at the Annual Meeting. Each year, the Nomination Committee shall propose a slate of officers to the general membership in writing at least thirty (30) days in advance of the Annual Meeting. Officers may be elected to a limit of three (3) consecutive terms in any one office.

If the position of Board Chair becomes vacant during the year, the Board Vice-Chair shall automatically succeed to the Office of Board Chair of the Association. Except in the case of a mid-year vacancy, the Board Vice-Chair is not a guaranteed successor to the position of Chair and must be nominated through the nominating process established by the Board. In the case of all other officers of the Association, vacancies occurring for any reason shall be filled by a vote of the majority of the remaining members of the Board of Directors. Both in the case of the Board Vice-Chair's mid-year succession to Board Chair and in the case of Board action to fill a position vacated by an officer mid-year, such officers shall serve in their respective capacities until their successors are elected according to the Association Bylaws at the Annual Meeting.

#### **Section 1 – Qualifications**

All officers of the Association shall be, and at all times remain, duly authorized representatives of members in good standing of the Association. Any officer shall be automatically disqualified from continuing in office upon the revocation of his or her authority to represent a member of the Association, or upon a resignation, suspension, or other termination of the membership represented by him or her in the Association.

#### **Section 2 – Duties**

Duties of officers of the Association shall be as follows:

The Board Chair shall preside over the Executive Committee comprised of the officers of the Association, Past Board Chair and President and Chief Executive Officer and shall appoint one to three Board Members-at-Large and such other committees and Board Chair he/she deems appropriate to further the purposes of the Association, subject to the agreement of the Executive Committee. In the event that the immediate Past Board-Chair is unable or unwilling to serve on the Executive Committee, the Board Chair may appoint an additional Board Member-at-Large to serve out the term.

The Board Chair shall assume primary responsibility for the conduct of the Association's business, the supervision of the President and Chief Executive Officer, and shall perform all other duties ordinarily incident to his/her office.

The Board Vice-Chair shall act in the absence of the Board Chair and shall succeed to the position of Board Chair in the event that the office is vacated by the duly elected Board Chair of the Association during his/her term in office.

The Board Vice-Chair assists the Association's Board Chair in the exercise of his/her duties, shall serve as a member of the Executive Committee, and shall perform all other duties ordinarily incident to his/her office.

The Board Secretary shall ensure that proper minutes of all meetings of the Board of Directors and the Annual Membership Meeting are recorded and disseminated to the Board of Directors, and to the Association's members, upon request.

The Board Treasurer shall ensure compliance with the Board of Directors' policies governing the Association's finances, and shall ensure proper monitoring of the Association's financial operation. The Board Treasurer shall provide a report of the Association's financial condition at each regularly scheduled meeting of the Board of Directors, and shall provide an Annual Treasurer's Report at the Annual Meeting.

#### **ARTICLE X – BOOKS AND RECORDS**

The Association shall keep at its registered office, minutes of the proceedings of all meetings of the Board of Directors and the general membership, a membership register with the names, addresses, telephone numbers and designated representatives of the members, and complete records of all financial transactions, ledgers, accounts and tax information pertaining to the Association. Every member of the Association in good standing shall have the right to examine in person, or by duly authorized agent or attorney, at any reasonable time and in the company of an officer of the Association, for any reasonable purpose, financial records pertinent to the member's account with the Association.

Minutes of the proceedings of all meetings of the Board of Directors and the general membership shall be provided to the Board of Directors, and available to the general membership upon request, and an up-dated membership register of the Association's membership shall be available to all members and to the general public on the PAR website..

#### **ARTICLE XI – NOTICE**

Whenever written notice is required to be given to any person, it may be given to such person through the mail or electronic media, with charges prepaid, to the address supplied by him or her to the Association for the purpose of notice.

Whenever written notice is required by statute or the Article of Incorporation or the Bylaws of the Association, a waiver of notice in writing by the person entitled to such notice shall be deemed equivalent to the receipt of such notice.

Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the stated purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## **ARTICLE XII – DIRECTORS’ LIABILITY AND INDEMNIFICATION**

### **Section 1**

No director of the Association shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has both (i) breached the standards set forth in Title 42, Chapter 83, Section 8363 of the Pennsylvania Consolidated Statutes relation to performance of fiduciary duties and (ii) such breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The foregoing limitation of liability shall not apply to the responsibility or liability of any persons pursuant to any criminal statute or for the payment of taxes pursuant to local, State or Federal law. If the Pennsylvania Consolidated Statutes hereafter are amended to authorize the further elimination or limitation of the liability of corporate fiduciaries, then the liability of a director in addition to the limitation on personal liability provided herein shall be limited to the fullest extent permitted by the amended Pennsylvania Consolidated Statutes.

### **Section 2**

Any director of the Association who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding (hereinafter a “proceeding”), whether civil, criminal, administrative or investigative, including, without limitation, an action or suit by or in the right of the Association, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or is or was serving at the request of the Association as a director or trustee of another subsidiary or related corporation, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as trustee or officer or in any other capacity, shall be indemnified and held harmless by the Association to the fullest extent and manner authorized or permitted by the laws of the Commonwealth of Pennsylvania, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than said law permitted the Association to provide prior to such amendment), against all expense, liability and loss (including attorneys; fees, judgment, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such a person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 4 hereof, the Association shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such a person only if such proceeding was properly authorized by the Association. The right to indemnification conferred in this Article shall be a contract right and each person to whom this right to indemnification applies shall be a third party beneficiary of such right and shall be entitled to enforce against the Association all indemnification and other rights granted to such person by this Article. Such right shall include the right to be paid by the Association the expenses incurred in any such proceeding and advance of its final disposition; provided, however, that, if the laws of the Commonwealth of Pennsylvania require, the payment of such expenses incurred in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article or



otherwise. The Association may, by proper action, provide indemnification to employees, agents, fiduciaries and other representatives of the Association or to any person who is or was serving at the request of the Association as an employee, agent, fiduciary or representative of another subsidiary or related corporation, joint venture, trust or other enterprise, including service with respect to any employee benefit plan, with the same or lesser scope and effect as set forth herein and in other sections of this Article. If and to the extent that the laws of the Commonwealth of Pennsylvania require that indemnification to be provided in a given instance only if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, then terminated of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. Termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself be determination by a court that the act or failure to act giving a rise to a claim for indemnification constituted willful misconduct or restlessness.

### Section 3

Indemnification under Section 2 above shall be made by the Association unless a determination is reasonably and promptly made that indemnification is not proper in the circumstances because of grounds for denying indemnification under this Article or under applicable law. Such determination may be made only (i) by the Board of Directors, by a majority vote of a quorum consisting of directors who were not parties to such proceeding (“disinterested directors”), or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by legal counsel, in a written opinion.

### Section 4

Notwithstanding any other provisions of this Article, to the extent that a person has been successful on the merits or otherwise in defense of any proceeding referred to in Section 2 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by him in connection therewith.

### Section 5

If a claim under Section 2 of this Article is not paid in full by the Association within thirty (30) days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under the laws of the Commonwealth of Pennsylvania for the Association to indemnify the claimant of the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including the Board of Directors or legal counsel) to have made a determination prior to the commencement of such action that

indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the laws of the Commonwealth of Pennsylvania, nor an actual determination by the Association (including its Board of Directors or legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

#### Section 6

The rights to indemnification and the payment of expenses incurred in a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of disinterested directors or otherwise.

#### Section 7

The Association may maintain insurance, at its expense, to protect itself and any director, officer, employee, agent, fiduciary or representative of the Association or another subsidiary or related corporation, joint venture, trust or other enterprise, against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the laws of the Commonwealth of Pennsylvania.

#### Section 8

For purposes of this Article:

References to “the Association” shall upon written resolution of the Board of Directors include, in addition to the Association, any constituent corporation (including any constituent of the constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its officers, trustees or directors, so that any person who is or was a trustee, director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a trustee, director or officer of another corporation, shall for purposes of this Article be deemed to hold the same position in the Association as he or she held in such constituent corporation.

A person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Association” as referred to in the Article.

#### Section 9

This Article may hereafter be amended or repealed; provided, however, that no amendment or repeal shall reduce, terminate or otherwise adversely affect the right of a person who is or was a director to obtain indemnification or advancement of expenses with respect to a proceeding that pertains to or arises out of actions or omissions that occur prior to the effective date of such amendment or repeal, which date cannot be retroactive.

### **ARTICLE XIII – TERMINOLOGY**

The words “Corporation” and “Association” appearing in the Bylaws are used interchangeably and each shall have the identical meaning designating PAR.

### **ARTICLE XIV – PARLIAMENTARY AUTHORITY**

The Modern Rules of Order, Third Edition, shall be the referenced guide in all proceedings not otherwise addressed by these Bylaws.

### **ARTICLE XV – CONFLICT OF INTEREST**

Any possible conflict of interest of any member of the Board of Directors shall be disclosed to the other Directors by the member and made a matter of record thereafter, but no later than when the interest becomes a matter of Board action. Any Director having a possible conflict of interest on any matter shall not vote or use his/her personal influence on the matter and he/she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that the disclosure was made, the abstention from voting, and the quorum present. These requirements shall not to be construed as preventing any Director from stating his/her position on any matter or from answering the pertinent questions of other Directors since his/her knowledge may be of great assistance.

This policy shall be reviewed annually for the information and guidance of members of the Board of Directors and any new Director shall be advised of the policy upon assuming the duties of office. Each Director shall sign a Statement which reads: “The undersigned, a member of the Board of Directors of PAR, hereby affirms that he/she is familiar with the conflict of interest policy of PAR and that he/she has no material financial interest in major contractors or suppliers of PAR, except as disclosed hereafter.”

\*Board Members at Large are appointments of the Board Chair with approval of the Executive Committee, not elected by the membership.