



IBHRE BOARD-SPECIFIC POLICIES

Chief Executive

The Board of Directors, at its discretion, will appoint an executive director as a member of the Board. The executive director is the board's only link to operational achievement and conduct, so that all authority and accountability of staff, as far as the board is concerned, is considered the authority and accountability of the executive director. Accordingly,

1. The board will protect the authority of the executive director, and will refrain from giving direct supervisory instructions to persons who report directly or indirectly to the executive director.
2. The board will not evaluate any staff other than the executive director. The executive director will solicit input from the Board and other key volunteers as a routine part of the performance management process.
3. The board will view executive director performance as identical to organizational performance, so that the organizational accomplishment of its policies and organizational operation within the boundaries established in board policies will be viewed as successful executive director performance.

The executive director is an *ex officio*, nonvoting member of the Board of Directors. He or she is responsible for the day-to-day administration of the IBHRE's affairs and manages and directs all activities of the organization as prescribed by the Board.

The executive director has the power to hire and discharge agents and employees of the IBHRE and is responsible for overseeing and directing their activities in carrying out the work of the organization. The executive director performs other duties as may be assigned to him or her from time to time by the Board chair or the Board of Directors as a whole.

Code of Conduct for Directors

The IBHRE expects all directors to conduct themselves with professionalism and integrity, uphold the IBHRE's policies, and exercise the fiduciary duties of care (or due diligence), of loyalty to the IBHRE's best interests, and of obedience to the IBHRE's mission.

It is the policy of the IBHRE to ask all directors to sign a Board Service Agreement at the beginning of each term. The agreement will outline the trustee's role and responsibilities,

including familiarity with financial and legal duties, oversight of the implementation of policies and programs, compliance with the IBHRE's By-laws and operating principles as outlined in the *Governance Handbook*, advocating, promotion of the IBHRE and support of its staff and attendance at Board meetings. The agreement will be signed by the directors and the Executive Director.

Compensation of Board Members

Source: IBHRE By-Laws, Article X, Section 2, approved May 2006

Directors shall serve without compensation. Directors shall not be precluded from serving the corporation in any other capacity and receiving compensation for any such services.

Advocacy

Source: Excerpts from IBHRE Board Service Agreement, adopted May 2003

Board members of the IBHRE are expected to actively engage in advocating for the IBHRE. These activities may include participating in individual solicitations, undertaking special events, writing mail appeals, and the like. Board members are asked to sign a Board Service Agreement at the beginning of each term, indicating that they will make a good effort to advocate as much as possible, within the guidelines of the Board-approved development plan. By signing the agreement, Board members pledge to their best efforts in advancing the mission of IBHRE.

Indemnification

Source: IBHRE By-Laws, Article IX, approved May 2006

Subject to the terms of the next paragraph of this Article IX, each person, now or hereafter a Director, Officer (elected or appointed), employee, or other agent of the corporation, or who serves at the corporation's request in such a capacity for another organization in which the corporation directly or indirectly own shares or of which it is a creditor, and his or her heirs, executors, and administrators, shall be entitled, without prejudice to any other rights he or she may have, to be reimbursed by the corporation for, and indemnified by the corporation against, any liabilities, costs, and expenses reasonably incurred by him or her in connection with, or arising out of, any claim, action, suit, or proceeding of whatsoever nature, civil or criminal, before any court, tribunal, administrative or legislative body, or agency, in which he or she might be involved as a party or otherwise, or with which he or she might (when so serving) be threatened by reason of his or her having so served, or by reason of any action alleged to have been taken or omitted by him or her (when so serving), whether or not he or she continued to serve at the time of incurring such liabilities, costs, or expenses. Such reimbursement and indemnification may include payment by the corporation of liabilities, costs, and expenses reasonably incurred in advance of the final disposition of a claim, action, suit, or proceeding, or in connection with a reasonable settlement or compromise thereof (other than an amount paid to the corporation itself) made with a view to curtailment of costs

of litigation, upon receipt of an undertaking by the person indemnified to repay such payment if ultimately he or she is adjudicated to be not entitled to reimbursement and indemnification. No reimbursement or indemnity shall be paid for any expense incurred, or settlement made, by such a person in connection with any matter as to which he or she shall be adjudged finally by a court, tribunal, administrative or legislative body, or agency not to have acted in good faith in the interests of the corporation, nor shall the amount of any reimbursement or indemnity paid in respect of any matter on which settlement or compromise is effected, including the amount paid by that person in such a settlement, exceed the expense that reasonably might have been paid or incurred by him or her in conducting actual or threatened litigation to a final adjudication. The corporation, its Board of Directors and officers, shall not be liable to anyone for making any determination as to the existence or absence of liability, or for making or refusing to make any payment hereunder on the basis of such determination, or for taking or omitting to take any other action hereunder, in reliance upon the advice of counsel.

Notwithstanding the foregoing provisions of this Article IX to the contrary, no person (including his or her heirs, executors and administrators) shall be entitled to indemnification under this Article IX with respect to acts or omissions occurring during any period when such person was not a Director or Officer, except to the extent expressly approved by a vote of the Board of Directors.

Nothing in this Article IX shall limit any lawful rights to indemnification existing independently of this Article IX. Nothing in this Article IX shall be construed as limiting in any manner, including the power of the Board of directors to provide indemnification to any person who is not a Director of the corporation and who serves as an officer, employee or other agent of the corporation, who serves at the corporation's request as a Director, officer, employee or other agent of another organization or who serves at the corporation's request in any capacity with respect to any employee benefit plan.

This Article IX shall be deemed for all purposes to constitute a written agreement between the corporation and each indemnitee which may be amended or repealed in accordance with Article IX these By-laws, provided that no amendment or repeal of this Article IX shall adversely affect the rights and protections afforded to an indemnitee, and his or her heirs and personal representatives, for acts or omissions occurring before such amendment or repeal.

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