



NAMI National Board of Directors Operating Policies and Procedures

In revision, effective as of November 2018

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1 NAMI Board Operating Policies & Procedures

1.1 Scope & Place in Hierarchy of Rules and Procedures

NAMI's Policies and Procedures ("P&P") encompass and regulate activities required to run the organization and are an integral requirement for all properly managed entities.

The hierarchy of rules and procedures moves from the general to the specific, and from the seldom-modified to the easily-modified. In NAMI, this hierarchy begins with the Articles of Incorporation and moves downward through the Bylaws, P&P, and operating and committee working procedures. Conversely, the modification process moves upward from operating and working procedures modified through use and experience, to P&P, the Bylaws, and the Articles of Incorporation.

Policies & Procedures are formally adopted by the Board of Directors. They are intended to be evergreen—a living document open to change and revision to facilitate growth and change of the organization. It is through these policies and procedures that the Board of Directors assists in establishing the guidelines within which officers and staff act to implement policy, programs and services. The current version was reviewed and adopted by NAMI's National Board in March 2011.

1.2 Management and Revisions

The NAMI Board has developed policies and procedures as guidelines for operating and managing the organization. The President and Board have primary day-to-day oversight of the policies and procedures, while the Chief Executive Officer is charged with administering them. Working with the various committees and the grassroots during the year, the Governance Committee will coordinate changes to be made to the NAMI Policies and Procedures. Such changes will be presented at board meetings for Board approval.

1.3 Distribution

The NAMI Policies and Procedures will be distributed to Board Members, NAMI staff, and may be distributed to the chairs of any relevant committees and councils and to state organizations upon request.

2 Internal & External Relations/Board Conduct

2.1 Confidentiality Statement

Confidentiality is a hallmark of professionalism. NAMI employees and board members:

Ensure that all information that is confidential or privileged or that is not publicly available is not disclosed inappropriately.

Ensure that all nonpublic information about other persons or firms acquired by NAMI personnel in dealing with outside firms on behalf of NAMI is treated as confidential and not disclosed.

2.2 Confidentiality Policy

It is the policy of NAMI that board members and employees of NAMI may not disclose, divulge, or make accessible confidential information belonging to, or obtained through their affiliation with NAMI to any person, including relatives, friends and business and professional associates, other than to persons who have a legitimate need for such information and to whom NAMI has authorized disclosure. Board members and employees shall use confidential information solely for the purpose of performing services as a board member or employee for NAMI. This policy is not intended to prevent disclosure where disclosure is required by law.

Board members and employees must exercise good judgment and care at all times to avoid unauthorized or improper disclosures of confidential information. Conversations in public places, such as restaurants, elevators, and airplanes, should be limited to matters that do not pertain to information of a sensitive or confidential nature. In addition, board members and employees should be sensitive to the risk of inadvertent disclosure and should for example, refrain from leaving confidential information on desks or otherwise in plain view and refrain from the use of speakerphones to discuss confidential information if the conversation could be heard by unauthorized persons.

At the end of a board member's term in office or upon the termination of an employee's employment, he or she shall return, at the request of NAMI, all documents, papers, and other materials, regardless of medium, that may contain or be derived from confidential information in his or her possession.

2.3 Ethics Statement

We, as NAMI professionals (staff and board members), dedicate ourselves to carrying out the mission of this organization. We will do the following:

Recognize that the chief function of NAMI at all times is to serve the best interests of our diverse constituency.

Accept as a personal duty the responsibility to keep up to date on emerging issues and to conduct ourselves with professional competence, fairness, impartiality, efficiency, and effectiveness.

Respect the structure and responsibilities of the board, provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the board.

Keep the NAMI community informed about issues affecting it.

Conduct our organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.

Exercise whatever discretionary authority we have under the law to carry out the mission of the organization.

Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.

Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our activities in order to inspire confidence and trust in our activities.

Avoid any interest or activity that is in conflict with the conduct of our official duties.

Respect and protect privileged information to which we have access in the course of our official duties.

Strive for personal and professional excellence and encourage the professional developments of others.

2.4 Ethics Policy

NAMI believes strongly that its members must uphold the highest standards of ethical, professional behavior.

To hold paramount the safety, health, and welfare of the public in the performance of professional duties.

To act in such a manner as to uphold and enhance personal and professional honor, integrity, and dignity of the profession.

To treat with respect and consideration all persons, regardless of race, religion, gender, abilities or disabilities, age, sexual orientation, or national origin.

To engage in carrying out NAMI's mission in a professional manner.

To collaborate with and support other professionals in carrying out NAMI's mission.

To build professional reputations on the merit of services and refrain from competing unfairly with others.

2.5 Code of Ethics for the Board

The following code of ethics was adopted by the board and sets forth the standards the board expects from its members.

To become familiar with and committed to the major responsibilities of a governing board:

- Setting mission and purposes
- Appointing the chief executive
- Supporting the chief executive
- Monitoring the chief executive's performance
- Assessing Board performance
- Insisting on strategic planning
- Reviewing educational and public-service programs
- Ensuring adequate resources
- Ensuring good management
- Preserving institutional independence
- Relating to the community
- Serving as court of appeals

To support NAMI's fund-raising efforts through personal giving in accordance with one's means (to both annual funds and capital drives), and to be willing to share in the solicitation of others.

To devote time to learn how NAMI functions—its uniqueness, strengths, and needs, its reputation and standing.

To carefully prepare for, regularly attend, and actively participate in board meetings and committee assignments.

To accept and abide by the legal and fiscal responsibilities of the board as specified by institutional charter, bylaws, and state statutes and regulations.

To vote according to one's individual conviction, to challenge the judgment of others when necessary, yet to be willing to support the decision of the board and work with fellow board members in a spirit of cooperation.

To recognize that the board president alone speaks for the board.

To maintain the confidential nature of board deliberations and to avoid acting as spokesperson for the entire board unless specifically authorized to do so.

To understand the role of the board as a policy-making body and to avoid interference in administrative functions.

To learn and consistently to use designated institutional channels when conducting board business (e.g., responding to staff and volunteer grievances, responding to inquiries concerning the status of a chief executive search, etc.)

To comply with conflict-of-interest policy and disclosure developed by the board.

To refrain from actions and involvement that might prove embarrassing to the institution and to resign if such actions or involvement develop.

To make judgments always on the basis of what is best for the organization as a whole.

No Board members may represent themselves as speaking on behalf of NAMI to any group or organization without the President's authorization. When a board member speaks on behalf of NAMI, any honoraria shall be paid to NAMI.

2.6 Conflict of Interest Statement

Employees and board members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which NAMI wishes its business to operate. The purpose of these guidelines is to provide general direction so that board members can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when a board member is in a position to influence a decision that may result in a personal gain for the board member or for a relative as a result of NAMI's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the board member is similar to that of persons who are related by blood or marriage.

No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if a board member has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee, board member, or relative has a significant ownership in a firm with which NAMI does business, but also when an employee, board member, or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction of business dealings involving NAMI.

The materials, products, designs, plans, ideas, and data of NAMI are the property of NAMI, and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that a board member has personally gained by such action, constitutes unacceptable conduct. Any board member

who participates in such a practice shall be subject to disciplinary action by the full board.

2.6.1 Reason for the Statement

NAMI, as a nonprofit, tax-exempt organization, depends on charitable contributions from the public. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the IRS, as well as state corporate and tax officials, view the operations of NAMI as a public trust that is subject to scrutiny by and accountability to such governmental authorities as well as to members of the public.

Consequently, there exists between NAMI and its board, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of NAMI honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of NAMI. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with NAMI or knowledge gained therefrom for their personal benefit. The interests of the organization must have the first priority in all decisions and actions. Conflicts of loyalty sometimes arise that do not involve financial gain. Relationships and affiliations have potential for both conflicts of loyalty and collaborative benefits.

Open discussion of such situations is important to allow for informed and thoughtful choices.

2.6.2 Persons Concerned

This statement is directed not only to board members and officers, but to all employees who can influence the actions of NAMI. For example, this would include all who make purchasing decisions, all other persons who might be described as "management personnel," and all who have proprietary information concerning NAMI.

2.6.3 Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to NAMI
- Persons and firms from whom NAMI leases property and equipment
- Persons and firms with whom NAMI is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing or affinity organizations
- Donors and others supporting NAMI
- Agencies, organizations, and associations that affect the operations of NAMI
- Family members, friends, and other employees

2.6.4 Nature of Conflicting Interests

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms mentioned in Section 3. Such an interest might arise through:

- Owning stock or holding debt or other proprietary interests in any third party dealing with NAMI
- Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) in any third party dealing with NAMI or providing services or advocacy for persons living with mental illness or mental health conditions.
- Receiving remuneration for services with respect to individual transactions involving NAMI
- Using NAMI's time, personnel, equipment, supplies, or good will for other than NAMI approved activities, programs, and purposes
- Receiving personal gifts or loans from third parties dealing with NAMI. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.

2.6.5 Interpretation of this Statement of Policy

The areas of conflicting interest listed in Section C, and the relations in those areas that may give rise to conflict, as listed in Section D, are not exhaustive. Conceivably, conflicts might arise in other areas or through other relations. It is assumed that the board members, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section D exists does not mean necessarily that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of NAMI.

However, it is the policy of the board that the existence of any of the interests described in Section D shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

2.6.6 Disclosure Policy Procedure

Disclosure should be made according to the NAMI standards. Transactions with related parties may be undertaken only if all of the following are observed:

- A material transaction is fully disclosed in the audited financial statements of the organization;
- The related party is excluded from the discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and
- The organization's board has acted upon and demonstrated that the transaction is in the best interest of the organization.

Disclosure involving directors should be made to the board chair, who shall bring these matters, if material, to the board.

Disclosure in the organization should be made to the chief executive (or if she or he is the one with the conflict, then to the board chair), who shall determine whether a conflict exists and is material, and if the matters are material, bring them to the attention of the board chair.

Board Member biographies on our website should list the board members' potential financial conflicts and the board members' affiliations which are not financially based, such as membership on the boards of other organizations, or membership in professional societies.

Board members will be provided with vendor information on a quarterly basis, prior to each Board meeting and are asked to review their previous disclosures for any needed updating. The board shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to NAMI. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of NAMI and the advancement of its purpose.

2.6.7 Recusal

Board members with a potential conflict of interest shall recuse themselves provided that the Board by majority vote may wave such conflict.

(see next page for Disclosure Form)

2.7 NAMI Board of Directors Conflict-of-Interest Form

Conflicts can arise from many ordinary and appropriate activities; the existence of a conflict does not imply wrong doing on anyone's part. But when conflicts do arise, they must be recognized and disclosed, and then eliminated or appropriately managed. Some relationships may create an appearance of conflict; those too, are important to eliminate or manage so that we may maintain public confidence in the integrity of our activities.

Name:

Last name:

First name:

Middle name:

Home Address:

Street:

City:

State:

ZIP:

Phone Numbers:

E-mail:

Day time:

Evening:

Cell:

AREAS IN WHICH CONFLICT MAY ARISE: Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to NAMI
- Persons and firms from whom NAMI leases property and equipment
- Persons and firms with whom NAMI is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing or affinity organizations
- Donors and others supporting NAMI
- Agencies, organizations, and associations that affect the operations of NAMI
- Family members, friends, and other employees

NATURE OF CONFLICTING INTEREST: A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms mentioned above. Such an interest might arise through

- Owning stock or holding debt or other proprietary interests in any third party dealing with NAMI
- Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) in any third party dealing with NAMI or providing services or advocacy for persons living with mental illness or mental health conditions.
- Receiving remuneration for services with respect to individual transactions involving NAMI
- Using NAMI's time, personnel, equipment, supplies, or good will for other than NAMI approved activities, programs, and purposes

- Receiving personal gifts or loans from third parties dealing with NAMI. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.

Under this policy, do you have any potential or perceived conflicts of interest to disclose?

No, I have no potential or perceived conflicts of interest to disclose.

Yes, I have the following potential or perceived conflicts of interest to disclose:

I have read and understand NAMI's conflict-of-interest policy and agree to be bound by it. I will promptly inform the Board president of any material change that develops in the information contained in the foregoing statement.

Signature: _____

Date: _____

Interim Review: Board members are required to review this disclosure and NAMI's updated vendor/supporter list prior to each Board meeting and to provide any relevant updates.

Signature: _____ Date: _____ No changes
 Changes noted

Signature: _____ Date: _____ No changes
 Changes noted

Signature: _____ Date: _____ No changes
 Changes noted

Signature: _____ Date: _____ No changes
 Changes noted

[Updated lists of NAMI's Current Corporate Funders are provided quarterly for Board members' use and review]

Some of these organizations are trade groups, some are managed care companies, some are essentially startups with no regional or local capacity to interact with our grassroots, and some are multinational corporations with significant resources that allow them to reach out to our affiliates (WALKS funding and small direct grants to fund educational programs and underwrite their annual meetings). The amount of funding to NAMI National from the above organizations can vary significantly from year to year.

2.8 Conflicts/Mediation Processes

2.8.1 Culture of Respect

The NAMI Board seeks to establish and maintain a collegial culture that enables vigorous debate and ensures respect for the diversity of thought and experience that make the Board the rich environment that it is. All Board members share responsibility for upholding that culture. As chair, the President helps Board members fulfill this responsibility and shall initiate processes to ensure Board disputes are resolved in an efficient and constructive manner.

2.8.2 Between Board members

NAMI Bylaws do not provide for a specific procedure to address conflicts within the Board. If direct discussion between the parties does not lead to resolution, it is advisable to engage the President as a mediator. One of the President's key roles is to help maintain harmonious relationships between Board members.

2.8.3 Between Board members and the Executive Committee

NAMI Bylaws provide no procedure for resolving disputes. Direct discussions and a spirit of compromise usually are sufficient to handle difficulties.

2.8.4 Between Board members and the Chief Executive Officer

Direct discussion with the Chief Executive Officer is an essential first step in resolving problems. If that is inadequate, the President should be informed.

2.9 Board Member Service on Advisory Bodies

NAMI Board members may participate in the four formal NAMI Advisory Councils and other working groups organized to advise NAMI provided that Board members (1) do not take any formal leadership role and (2) must always be clear that their actions and opinions as participants do not officially represent or reflect the actions and opinions of the Board unless acting under express authorization or appointment by the Board, or the President on behalf of the Board, in order to represent the Board officially.¹

2.10 Diversity and Inclusion

NAMI shall actively recruit, engage and serve members from every race, culture, ethnicity, age, religion, socio-economic status, sexual orientation, gender, gender identity and disability and shall not discriminate in the requirements for membership, provision of service or support or in its policies or actions.

¹ Exception: Peer Leadership Council Director is elected by the Peer Leadership Council to the NAMI Board. The Peer Leadership Council Director sits on the Peer Leadership Council Executive Committee, ex officio, as a non-voting member.

The NAMI Board of Directors will regularly review their own composition and membership demographics compared to those of the country using national census data, in order to aspire towards reflecting that composition.

In keeping with NAMI's values regarding nondiscrimination and with applicable federal law, NAMI shall include in bylaws, operating policies and procedures and other relevant policy documents, explicit statements that require the organization to embrace the broadest possible definition of inclusion and nondiscrimination.

NAMI shall collect a baseline of members' voluntarily-supplied demographic information. Systems shall be put in place to protect the confidentiality of this information; demographic information will only be reported in the aggregate.

NAMI will reach out to and welcome the community at large through our recruitment, marketing, public education, and awareness activities. NAMI will strive to support recruitment and retention of a diverse and inclusive membership and leadership. NAMI will promote and mentor NAMI State Organization and NAMI Affiliate diversity and inclusion efforts. Whenever there is a demand and the interests of members can best be served by support through groups sharing some affinity, including but not limited to lived experience or primary language, NAMI shall encourage its affiliates to move beyond their baseline.

2.11 Board Communication Guidelines and Practices

2.11.1 Board Communication Guidelines

2.11.1.1 Objective

These guidelines are intended to promote effective communications from board members to the Chief Executive Officer and staff.

2.11.1.2 Routine Committee Requests

Board members routinely interact closely with staff and/or the Chief Executive Officer concerning the work of committees. Unless a committee request is larger than usual in magnitude, such requests do not need to be coordinated in advance with the President. The Chief Executive Officer, President and Committee Chairs will confer periodically on staff time needed for committee work to facilitate organizational planning.

2.11.1.3 Minor Requests

Board members from time to time make minor requests to staff or the Chief Executive Officer for readily available information (*e.g.*, needing 15-30 minutes for response), separate from committee work. These requests do not need to be coordinated in advance with the President. When making such requests to staff, copying or notifying the Chief Executive Officer is generally recommended.

2.11.1.4 Other Communications

A request that would be intended for the Chief Executive Officer or staff, and that is more substantial than a routine committee request or minor request, should be addressed to the President absent extraordinary circumstances. The President can evaluate whether or how to make the request, and discuss workload, prioritization and other considerations with the Chief Executive Officer, as appropriate. When a request is made to staff under this paragraph, the standard expectation is that the Chief Executive Officer be copied or notified.

2.11.2 NAMI Board Practices

2.11.2.1 Objective

These practices are intended to clarify the responsibilities of a Board member during Board and committee meetings and in interactions with other Board members and staff.

2.11.2.2 As Individuals

We will:

- Show up, prepared, on time, ready to work and follow-through on commitments.
- Hold ourselves and one another accountable for our actions.
- Respect the confidentiality of Board discussion and debate.
- Uphold the actions of the Board whether we support them personally or not.
- Seek training and assistance to help us perform our roles better (training, mentors, ...)
- Speak first with any individual with whom we might have a concern.
- Draw upon our own strengths and look for ways to maximize others'.
- When in doubt, talk it out.
- Help the field understand the nature of our role on the Board (It is very important that we bring our experiences and insights – and in that way we “represent” the field – but we are not here as “delegates” or to be accountable to a particular constituency.)

2.11.2.3 As a Group

We will:

- Develop and hold ourselves accountable to our agreed-upon ways of doing business.
- Engage in robust and respectful discussion.
- Respect the group by minimizing cross talk and sidebar conversations.
- Agree upon the information and messages we will share from our meetings.
- Capitalize on our strengths.

2.11.2.4 Meeting Agenda and Attendance

We will:

- Establish agendas for our meetings.
- We will adhere to our established agendas.
- We will begin and end on time.

Non-Board members may attend by invitation only.

2.11.2.5 Record of Meetings

We will:

- Keep minutes of Board and Committee meetings. They will serve as the one and only record of our meetings.
- Not take photographs without permission, and we will not use or share any images without permission.
- Not make audio recordings of Board or Committee meetings.
- At the close of each Board meeting, specifically identify what messages and information can be shared from the meeting - and only that information is to be shared.
- Use SharePoint as a repository for Board documents

2.11.2.6 Preparation for Meetings

We will expect to have “homework” and we will do it.

2.11.2.7 Email

We will assume that email messages live forever and can go anywhere, and we will restrain ourselves accordingly. We can conduct operational logistics like scheduling meetings and circulating drafts for comment via email. We will not conduct ongoing discussion or any decision-making via email unless it is done with full intention and in compliance with our Operating Policies and Procedures for decision-making in the absence of a meeting.

2.11.2.8 Training

We will:

- Create and pursue training for Board of Director roles (committee chairs, norms, etc.)
- Establish and maintain a mentoring system.

2.11.2.9 Confidentiality

Review BOD confidentiality policy and expectations annually; sign.

2.12 Board Conduct and Welcoming concerning Election of Board Members

2.12.1 Objective

As representatives of the national organization, Board members are front-line ambassadors to all members and conference attendees, especially the candidates running for the board. As such it is important to actively demonstrate solidarity with the NAMI values of inclusiveness, welcoming and impartiality toward candidates throughout their candidacy and the election process.

While Board members are encouraged to recruit people to run for the Board, as representatives of NAMI, Board members are asked to refrain from promoting any candidate or attempting to influence the vote of state organizations and affiliates.

The intention of these requirements of “no campaigning” and egalitarian treatment of all candidates is to promote equal opportunity and organizational fairness among the NAMI membership and NAMI leadership, so as to encourage broad participation in the leadership opportunities of NAMI, NAMI State Organizations and Affiliates.

2.12.2 Avoiding Preferential Treatment Toward Individual Candidates:

Sitting Board members are encouraged to meet and welcome candidates during the convention and to participate in pre-election activities, communicating enthusiasm and gratitude for each candidate’s efforts and dedication to NAMI. Demonstrating impartiality and sincere hospitality toward all candidates is essential so that all feel welcomed. Sitting Board members are asked to avoid showing preferential access or preferential treatment to one or more candidates in deference to other candidates who are also on the national slate.

Given the organizational recognition and the respect accorded Board members, sitting Board members are asked to avoid encouraging or discouraging others concerning voting for a candidate. Such positions, whether positive or negative, can be construed as campaigning-by-surrogate, and falls under the stipulation of “no campaigning” which binds the candidates themselves. If specifically asked a question about a candidate, whether that be an incumbent Board member running for re-election or a new candidate on the slate for the first time, the Board member should reply with facts and accomplishments, rather than opinions or comments of personal endorsement.

Board members are strongly encouraged to attend the Candidates’ forum held at the NAMI Convention to show support for the election process and their respect for the efforts that each of the candidates has made to be on the slate.

2.12.3 Responsibilities of Incumbent Board Candidates

Considering that Incumbent Board Candidates have dual roles, both as sitting Board members and as individual candidates, Incumbent Board Candidates are obliged to be particularly conscientious about their behavior regarding both their position as Board members and as incumbent candidates.

As with all sitting Board members, Incumbent Board Candidates are likewise expected to be thoughtful representatives of the NAMI Board, in terms of hospitality, welcoming and collegial behavior toward all other candidates who are on the ballot.

Incumbent Board Candidates are expected to be fully present and participating as sitting Board members through the Board meetings, Board functions or any other social gatherings required of other Board members during their candidacy and throughout the NAMI Convention.

2.12.4 Board Service Recognition

All Board members completing their first-term of Board service will be recognized at the last session of the current-year's Board, as an acknowledgment of their volunteer contribution to NAMI, but also to assure that there is no presumption – implied or inferred – as to their re-election to the Board, which, of itself, could be misinterpreted as a prejudicial assumption of re-election.

Outgoing Board members not seeking re-election or who are completing their second term of Board service will also be recognized in the same manner, at the same time on the closing meeting of the current-year's Board.

3 Relationships with States and Affiliates

3.1 NAMI Standards of Excellence, Chartering and Affiliation

Through charter and affiliation agreements², respectively, NAMI grants charters to NAMI State Organizations and member status to NAMI Affiliates subject to (i) the terms and conditions of those Agreements, and (ii) applicable provisions of NAMI's Articles of Incorporation, Bylaws, Operations Handbooks, National Board of Directors Operating Policies and Procedures and other written guidance promulgated by NAMI, as may be amended from time to time in NAMI's sole discretion ("NAMI Governing Documents").

² The NAMI State Organization Charter Agreement and NAMI Affiliation Agreements for both incorporated and unincorporated affiliates are attached as Appendix F & G.

The NAMI Standards of Excellence codify minimum standards for chartering and affiliation, as well as describe standards and aspirations for operations and mutual accountability at NAMI, NAMI State Organizations and NAMI Affiliates.

See [*NAMI Standards of Excellence*](#)

3.2 State Organizations

3.2.1 Chartering

The NAMI Board of Directors shall grant Affiliate status to Affiliates and shall charter Organizations. It shall charter no more than one State Organization for each state or territory of the United States.

3.2.2 Procedures

The NAMI Board of Directors shall prescribe (1) procedures for the granting of charters to Organizations, (2) procedures for the resolution of disputes, including allocation of responsibility for expenses incurred, and (3) procedures for the termination of the charter of Organization or the taking of other actions upon failure of an Organization to comply with the (NAMI) Bylaws and chartering criteria.

3.2.3 Use of NAMI Name

All Organizations and their Affiliate members shall include in their name the words “NAMI.” Each Organization shall acknowledge that NAMI controls the use of the name, acronym and logo of NAMI and AMI, that their uses shall be in accordance with NAMI policy, and that upon termination of affiliation with or charter by NAMI, the uses of these names, acronyms and logo by an Affiliate member or Organization shall cease. The name of each Organization shall begin with “NAMI” followed by the name of the Organization’s state (e.g., NAMI Name of State).

3.2.4 Non-Discrimination

Each State Organization and Local Affiliate shall, without exception, not discriminate among those eligible for membership based upon sex, age, ethnicity/race, creed, color, sexual preference, economic status or disability, nor shall membership be limited based upon an individual’s declaration of status as either an individual with a lived experience of mental illness, a family member, or a friend.

3.3 Local Affiliates

3.3.1 Chartering

The NAMI Board of Directors shall grant Affiliate status to Affiliates and shall charter Organizations.

NAMI’s priority is domestically-based support, education, advocacy and research. NAMI will not organize or recognize affiliates outside the United States.

3.3.2 Procedures

The NAMI Board of Directors shall prescribe (1) procedures for the granting of membership status to Affiliates, (2) procedures for the resolution of disputes, including allocation of responsibility for expenses incurred, and (3) procedures for the termination of the membership of Affiliates or the taking of other actions upon failure of an Affiliate to comply with the (NAMI) Bylaws.

3.3.3 Use of NAMI Name

All Organizations and their Affiliate members shall include in their name the words “NAMI.” Each Organization shall acknowledge that NAMI controls the use of the name, acronym and logo of NAMI and AMI, that their uses shall be in accordance with NAMI policy, and that upon termination of affiliation with or charter by NAMI, the uses of these names, acronyms and logo by an Affiliate member or Organization shall cease.

The name of each Affiliate shall begin with “NAMI” followed by a geographic designation of the Affiliate’s local vicinity (e.g., NAMI Anywheretown, NAMI Anywherecity or NAMI Anywherecounty). The NAMI Board may, at its discretion, grant approval for names that are descriptive of unique cultural communities or ethnic identities. The Board will develop reasonable and appropriate criteria for granting approvals on a case by case basis, provided that such approvals further this policy by clearly communicating the identity, integrity, and structure of the NAMI organization.

3.3.4 Non-Discrimination

Each State Organization and Local Affiliate shall, without exception, not discriminate among those eligible for membership based upon sex, age, ethnicity/race, creed, color, sexual preference, economic status or disability, nor shall membership be limited based upon an individual’s declaration of status as either an individual with a lived experience of mental illness, a family member, or a friend.

3.4 Guidelines for Implementation of NAMI “Signature” Programs

NAMI “signature” programs grow from the experience of NAMI members, advance the mission of the organization, and present NAMI’s unique face to the outside world.

NAMI “signature” programs are designed to be implemented by State Organizations.

NAMI will always proceed in a manner intended and designed to strengthen and enhance State Organizations and their programs.

NAMI State Organizations present “signature” programs as a service to their members and to others whose lives have been affected by mental illness.

NAMI “signature” programs are made available to State Organizations under terms of agreement intended to maintain their quality and consistency.

NAMI State Organizations receive residual benefits from presenting “signature” programs, including greater visibility, increased membership, and members better prepared to “return value” to the organization.

NAMI will always approach State Organizations first in implementing NAMI “signature” programs. If a State Organization determines it does not want or is unable to implement a “signature” program, NAMI will consider contracting with an Affiliate if (a) it determines that the Affiliate is willing and able to implement the program, and (b) the State Organization concurs with this arrangement.

NAMI may work with local Affiliates that explicitly support NAMI’s messages and programs, but all such contractual arrangements will be conducted with the expressed understanding that the State Organization may re-engage at any point, within terms spelled out in advance, and that such re-engagement is deemed very desirable.

It is not NAMI’s intent to manage the affairs of State Organizations or the programs implemented in those states.

3.5 Policy for Use of NAMI Name & Logo

NAMI shall, at all times, maintain independent positions on issues affecting the welfare of people with mental illness. These positions shall be based on review of available scientific information. The potential effect of such positions on the interests of a funding source shall not be a relevant factor in NAMI’s decision-making process.

NAMI will neither endorse, nor allow the perception that it endorses, any products, devices or services. Where the perception of an endorsement may exist, use of NAMI name and logo must be reviewed and approved by the NAMI National Board, in writing, in advance of use.

NAMI will accept support only for projects and activities that are consistent with the organization’s mission.

NAMI will ensure that use of its name and associated logos does not adversely affect its nonprofit status or otherwise create potential legal exposure or other detriment to the organization.

All projects, activities, and partnerships of NAMI, its state organizations, and local affiliates must conform to NAMI National Bylaws and policies.

The NAMI National Board reserves the right to editorial approval for projects involving informational services.

Any use of the NAMI name or logo on, or in connection with, any written material, media, or other item not produced or used by NAMI, its state organizations or local

affiliates, shall require the prior written approval of the NAMI National Board of Directors or its designee(s).

3.6 Dispute & Grievance Resolution Process

3.6.1 Culture of Constructive Resolution

NAMI seeks to cultivate a culture of constructive dialogue, in which disagreements are managed effectively and any disputes that may arise are resolved quickly before they escalate and detract from pursuit of the NAMI mission. In that spirit, NAMI encourages use of multiple dispute resolution strategies such as mediation, as well as skills building for leaders and volunteers. Recognizing that, on occasion and even with early intervention, some parties may fail to resolve disputes themselves, NAMI has established processes for dispute resolution.

3.6.2 NAMI Dispute Resolution Committee

The President shall annually appoint a subcommittee of at least three and not more than five members of the Governance Committee to serve as the NAMI Dispute Resolution Committee (“DRC”) and shall designate one of the members so appointed as Chair of the NAMI DRC. The NAMI Chief Executive Officer shall designate one or more staff to assist the NAMI DRC.

3.6.3 Notice of Dispute

In the event of an unresolved dispute between (1) member Affiliates, (2) proposed Affiliates, (3) a member Affiliate and a proposed Affiliate, or (4) a State Organization and one or more proposed or member Affiliates, notice of the existence of the dispute shall be given to the President (“President”) of the NAMI Board of Directors (“NAMI Board”) by the proposed Affiliate, Affiliate or State Organization that is a disputant. Such notice shall be in writing and be signed by an authorized representative of the disputant, and such notice may not be submitted electronically. Such notice shall include a brief statement of the matter in dispute, mail address, email address and telephone number for purposes of contacting the authorized representative of the disputant

3.6.4 Acknowledgement of Notice

Upon receipt of a notice of dispute, the President shall promptly cause staff of NAMI designated for such purpose by the Chief Executive Officer to log the notice and establish a file where key communications in any form received or sent with respect to the dispute shall be kept. The President shall promptly provide a copy the notice of dispute to the Chair of the NAMI Dispute Resolution Subcommittee (“DRC”), acknowledge receipt in writing to the authorized representative of the disputant, and notify in writing the board members of any affected NAMI Affiliate or NAMI State Organization (Affected parties). The written acknowledgement of receipt shall (1) advise the authorized representative of the disputant and any Affected Parties of the provisions of NAMI Bylaws and NAMI Operating Policies and Procedures with respect to dispute resolution as well as the commitment of NAMI to the importance of dispute resolution and (2) seek a response to the dispute from the Affected Parties and the name of the authorized representative and

the mail address, email address and the telephone number for purpose of contacting the authorized representative of the Affected Organization(s).

3.6.5 Review of Dispute

Upon receipt of a copy of the notice of dispute under Section 3.6.2 of these Policies and Procedures, the DRC Chair, or a DRC member designated by the Chair, shall review the matter in dispute, may confer with up to two others on the DRC and may jointly request additional written information but shall not be authorized to engage in dispute resolution. Such additional written information shall be maintained in the file provided under Section 3.6.4 of these Operational Policies and Procedures. Within two weeks following receipt of a copy of the notice of dispute, the DRC Chair shall provide a confidential written report and recommendations, if any, to the President for dispute resolution.

3.6.6 Dispute Resolution

Within one week following receipt of the report of the DRC Chair, the President shall determine a method of dispute resolution as follows and cause written notice of such determination to be given to all parties to the dispute and to the members of the NAMI Board.

3.6.6.1 State Organization Referral

The President may promptly refer the dispute in writing to the NAMI State Organization for dispute resolution that shall include mediation and may include other alternative dispute resolution. If the dispute is not resolved within ninety days following receipt by the President of notice of dispute or sooner by notice to the President in the form of a mutual written agreement signed by the authorized representatives of the parties to the dispute, the State Organization shall immediately give written notice to the President that the dispute remains unresolved. Such notice shall include the names and contact information of the persons authorized to act on behalf of the disputants.

3.6.6.2 NAMI Dispute Resolution Committee Referral

The President may promptly refer the dispute to the DRC. The DRC, with the assistance of staff designated by the NAMI Chief Executive Officer, shall confer with the authorized representatives of the disputants and, thereafter, facilitate dispute resolution that may include mediation or other dispute resolution. Any extraordinary costs of such NAMI DRC dispute referral and resolution may be assessed by NAMI to the parties to the dispute in equal shares. Within one month following such NAMI DRC referral, the Chair of the DRC shall notify the President and NAMI Board in writing that the dispute is either resolved or unresolved and may provide a report of recommendations on next steps for unresolved items and other observations.

3.6.6.3 NAMI Dispute Resolution

In the event that a dispute is unresolved following State Organization referral or NAMI Dispute Resolution Committee referral under this section of NAMI Board Operating Policies and Procedures, within 45 days the President shall refer the

dispute in writing for final and binding resolution to the NAMI Board. The President may confer with the DRC chair and up to two other members of the DRC in developing a recommendation for Board action. The matter shall be taken up at the next regular meeting of the Board, unless the President deems a special earlier meeting necessary. Within one week of the Board’s decision, the President shall provide notice to the disputants of the final and binding dispute resolution. Any extraordinary costs of such dispute resolution may be assessed by NAMI to the parties to the dispute in equal shares.

3.6.7 Conciliation & Facilitation

With respect to a matter of dispute that comes to the attention of the President, other than in accordance with Section 3.6.3 of these Policies and Procedures, the President may urge conciliation and may offer informal facilitation by one or more NAMI staff designated by the NAMI Chief Executive Officer.

3.6.8 Non-Interference

Any member of the NAMI Board or NAMI staff who, except as authorized under the foregoing Policies and Procedures, interferes with or otherwise has any personal involvement with the parties to a dispute, other than providing factual information with respect to NAMI dispute resolution policies and procedures, shall be disqualified from all participation in dispute resolution under these Policies and Procedures and shall not communicate with members of the NAMI Board or NAMI staff with respect to the dispute. Any member of the NAMI Board or NAMI staff who is a member of a NAMI Affiliate, Proposed Affiliate or NAMI State Organization that is a party to a dispute under these Policies and Procedures shall be disqualified from all participation in dispute resolution under these Policies and Procedures and shall not communicate with members of the NAMI Board or NAMI staff with respect to the dispute, provided that the President may appoint an alternative member of the NAMI DRC in the event that a member of the NAMI DRC is so disqualified. In the event that the President is so disqualified, the NAMI Board shall appoint a NAMI Board Vice President to act in lieu of the President for purposes of these Policies and Procedures.

<i>Timeline</i>	<i>Board role</i>	<i>Staff role</i>
Day One	<ul style="list-style-type: none"> ○ Dispute Letter Received by President from Affiliate/Proposed Affiliate / State Organization 	<ul style="list-style-type: none"> ○ Dispute logged by staff ○ File created
<i>Promptly thereafter</i>		<ul style="list-style-type: none"> ○ Notice to DRC chair ○ Acknowledgement letter to disputants, copy to parties; outline of process
<i>Upon</i>	<ul style="list-style-type: none"> ○ DRC chair or designee reviews matter; 	<ul style="list-style-type: none"> ○ Maintain all additional

<i>receipt of notice</i>	may seek additional information	information collected in file
By Day 14	○ DRC chair provides report & recommendation to President	
By Day 21	○ President determine course of action; cause notice to be given to all parties	○ Provide notice to all parties, per direction of president
<i>President's Options:</i>		
By Day 52 (one month from referral)	○ <i>NAMI DRC Referral:</i> DRC undertake dispute resolution directly and report outcome to President,	○ Provide support to DRC
By Day 90	○ <i>State Organization Referral:</i> State revisit and exhaust own dispute resolution process; may end sooner by parties' agreement	
<i>In Event of failure to resolve dispute through State or NAMI DRC Referral:</i>		
Within 45 days of Return to NAMI	○ President shall refer matter to Board for final and binding resolution; may confer with DRC chair and up to two other DRC members in formulating recommendation	
At next Board meeting	○ Board shall determine final and binding dispute resolution; President may call special meeting sooner, if deemed necessary	
Within one week of Board action	○ President shall notify disputants of final and binding dispute resolution	

3.7 Procedures for Termination of Organization Charter and Affiliate Member Status

3.7.1 Authority

In accordance with the provisions of Sections 5 and 6 of Article I of the NAMI Bylaws, the NAMI Board (“NAMI Board”) may terminate the charter of an Organization or terminate the membership status of an Affiliate when the NAMI Board determines that the Organization or Affiliate fails to comply with the NAMI Bylaws, NAMI Operating Policies and Procedures implementing the Bylaws or NAMI chartering or affiliation criteria, or otherwise engages in a course of conduct inconsistent with the mission and

purposes of NAMI. The NAMI Board may, by vote of two-thirds of its then present membership, terminate the charter of an Organization or the membership status of an Affiliate.

3.7.2 Notice

Notice of the existence of circumstances that may warrant termination of the charter agreement of a State Organization or the affiliation agreement of an Affiliate, can be initiated in two ways:

1. The board of an Organization may, at any time, request that the NAMI Board terminate its charter and the board of an Affiliate may, at any time, request that the NAMI Board terminate its membership status, by giving written notice of such request to the President of the NAMI Board.
 - a. Such notice shall include sufficient evidence that the request has been approved by majority vote of a properly constituted board, at a meeting, with adequate notice and properly convened for such purpose. All such requests for voluntary termination shall be deemed to be granted, effective upon receipt of written acknowledgment from the President.
2. Notice may be given to the President by any member or members of the State Organization, any member or members of the Affiliate or by staff designated by the NAMI Chief Executive Officer for purposes of monitoring the operation of NAMI Organizations. Such notice shall be in writing, signed and include a brief statement describing the circumstances that may warrant termination as well as the mail address, email address and telephone number of the member or members. Such notice shall be categorized as:
 - a. a case of a single State Organization or Affiliate under consideration for termination, or
 - b. a case of a group of State Organizations or Affiliates under consideration of termination based on alliance wide deadlines for compliance with chartering and affiliation requirements established by the NAMI Standards of Excellence.

The category assigned shall determine the procedure then followed by the NAMI Board in addressing the termination request.

3.7.3 Acknowledgement of Notice

Upon receipt of a notice under Section 3.7.2 of these Operating Policies and Procedures, the President shall promptly cause staff of NAMI designated for such purpose by the Chief Executive Officer to log in the notice and establish a file where key communications in any form received or sent with respect to the subject matter of the notice shall be kept.

The President shall promptly provide a copy of the notice to the Chair of the NAMI Dispute Resolution Committee (“Chair”), acknowledge receipt of the notice in writing,

and notify in writing the affected Organization or Affiliate. In the case of potential termination of the membership status of an Affiliate, the President shall also give such notice to the authorized representative of the Affiliate's Organization. Acknowledgement of notice shall also include a statement of the of the applicable provisions of NAMI Bylaws and NAMI Operating Policies and Procedures as well as NAMI's commitment to transparency, due care and accountability in its termination policies and procedures.

3.7.4 Determination of Termination for State Organizations and Affiliates Categorized as a single case (3.7.2.2a)

Upon receipt of a copy of notice under Section 3.7.2.2a of these Operating Policies and Procedures, the Chair, or a member of the NAMI Dispute Resolution Committee designated by the Chair, shall review the notice, may confer with up to two other members of the DRC and shall provide an opportunity for the Organization or Affiliate to rebut the facts presented in the notice, may request additional information, and may offer an opportunity for resolution of the issues cited in the notice, but shall not be authorized to make a final determination of termination. Such additional information shall be maintained in accordance with Section 3.7.2 of these Operating Policies and Procedures.

Within four weeks following receipt of a copy of the notice, the Chair, or the Chair's designee, shall provide a confidential written report and recommendations, if any, to the President with respect to termination or specific remedial action that shall be implemented by the Organization or Affiliate as a condition of continued chartered status or continued membership status.

Within four weeks following receipt of the Chair's written report, the President shall convene a special meeting of the NAMI Board and present a recommendation with respect to whether there is reasonable cause for termination or requirement of specific remedial action. If a regularly scheduled Board meeting falls within the prescribed four weeks, a special meeting may still be convened if the President deems it to be appropriate. The NAMI Board may, by vote of two-thirds of its members, terminate the charter of an Organization or the membership status of an Affiliate, or by vote of a majority of its members require specific remedial action by the Organization or Affiliate.

The President shall promptly give written notice of termination or requirement of specific remedial action to the authorized representative of the Organization or Affiliate, provided that such action shall include a written statement of the circumstances found by the Board to warrant termination or requirement of specific remedial action.

Upon receipt of written notice from the NAMI Chief Executive Officer that there is reasonable cause to believe that circumstances exist that may warrant termination, the President may at any time initiate or the NAMI Board, by majority vote of its members at a meeting, duly called and noticed for such purpose, may initiate termination procedures substantially in accordance with Sections 3.7.1 – 3.7.6, inclusive, of these Operational Policies and Procedures.

Termination of an Organization's charter shall not result in termination of the membership status of its Affiliates. Termination of an Organization's charter or of the membership status of an Affiliate shall not result in termination of the NAMI membership of individuals in that Organization or Affiliate.

3.7.5 Determination of Termination for State Organizations and Affiliates Categorized as a Group (3.7.2.2b)

Upon receipt of a copy of notice under Section 3.7.2.2b of these Operating Policies and Procedures, the Chair, or a member of the NAMI Dispute Resolution Committee designated by the Chair, shall review the notice, may confer with up to two other members of the DRC, and examine the evidence presented that the State Organization and/or Affiliates in question had the opportunity to meet the alliance wide deadline. In the case of Affiliates, the action, or inaction of the State Organization of jurisdiction shall be considered as evidence by the DRC. The DRC Chair shall make recommendation for, or against, termination of the State Organizations and/or Affiliates in the group based on the following criteria:

1. The requirements for compliance were readily available to State Organizations and/or Affiliates;
2. The deadline for compliance was established well enough in advance that it was reasonable to expect the State Organization and/or Affiliate to comply;
3. Other State Organizations and/or Affiliates subject to the same deadline were able to successfully comply with the deadline;
4. The NAMI Board and staff offered support, information and resources to the State Organizations and/or Affiliates to help them successfully meet the requirements by the established deadline.

If the DRC Chair determines that the above criteria have not been met, yet still recommends termination, the State Organizations and/or Affiliates in the group will be offered the opportunity to rebut the evidence used to determine the recommendation for termination.

Within four weeks following receipt of the Chair's written report, the President shall convene a special meeting of the NAMI Board and present a recommendation with respect to whether there is reasonable cause for termination of the group of State Organizations and/or Affiliates. If a regularly scheduled Board meeting falls within the prescribed four weeks, a special meeting may still be convened if the President deems it to be appropriate. The NAMI Board may, by vote of two-thirds of its members, terminate the charter of State Organizations or the membership status of Affiliates, or by vote of a majority of its members require specific remedial action by State Organizations or Affiliates.

The President shall promptly give written notice of termination, or requirement of specific remedial action, to the authorized representative of the State Organization and/or Affiliates in the group, provided that such action shall include a written statement

of the circumstances found by the Board to warrant termination or requirement of specific remedial action.

Termination of the status of State Organizations shall not result in termination of the membership status of its Affiliates. Termination of a State Organization's charter or of the membership status of an Affiliate shall not result in termination of the NAMI membership of individuals in that Organization or Affiliate.

3.7.6 Conciliation & Facilitation

Nothing shall prevent the President, upon receipt of notice under Section 3.7.2 of these Operating Policies and Procedures, from urging conciliation and offering informal facilitation by one or more NAMI staff designated by the NAMI Chief Executive Officer.

3.7.7 Non-Interference

Except as authorized under these Operating Policies and Procedures or by solely giving factual information with respect to these policies and procedures, any member of the NAMI Board or NAMI staff that is not designated by the NAMI Chief Executive Officer to conciliate, facilitate, or investigate and that interferes with or otherwise has any personal involvement with a member, Organization or Affiliate that is the originator or subject of such process shall be disqualified from all participation in any way in the determination of termination, including communication with members of the NAMI Board or NAMI staff with respect to such determination.

The President shall appoint an alternate member of the NAMI Dispute Resolution Committee for purposes of Sections 3.7.3 through 3.7.4, inclusive, of these Operating Policies and Procedures, in the event that the Chair is disqualified.

The NAMI Board shall appoint a NAMI Board Vice President for purposes of these Policies and Procedures in the event that the President is disqualified.

4 Officers and Directors

4.1 Officers

The Corporation shall have a President, two Vice-Presidents, a Secretary and Treasurer, and any such other officers as the Board of Directors shall deem necessary for the proper management of the corporation.

4.1.1 Terms of Office

The officers are elected yearly by the Board of Directors after each annual meeting. Such officers shall hold office until the next annual meeting or until their successors shall have been duly appointed.

4.1.2 Roles

4.1.2.1 President

The President shall preside at all meetings and guide the board in the enforcement of all policies and regulations relating to NAMI. The President shall appoint all members, including the chair, of each standing committee and all other committees established by the Board. The President shall exercise such authority and perform such duties as the Board of Directors may from time to time assign.

The NAMI President serves as *ex officio*, non-voting member of all committees, except the Panel for Officer Elections and the Nominating Committee for Board vacancies but shall not be counted in determining a quorum.

4.1.2.2 Vice-Presidents

In the event of the death, absence, incapacity, inability or refusal to act of the President, then the first Vice-President, then the second Vice-President, shall perform such other duties and exercise such other authority as may be from time to time imposed upon or assigned to them by the Board of Directors.

4.1.2.3 Secretary

The Secretary shall attend all meetings of the Board of Directors and shall record all votes taken and the minutes of all proceedings in a minute book of the corporation to be kept for that purpose. The Secretary shall give notice of meeting and shall perform such other duties as are incident to the office of Secretary and as may be assigned to the Secretary by the Board of Directors or President of the Corporation. The Secretary shall retain in the minute book of the corporation all written contents of the Directors adopted in accordance with Section 6 of Article V. The Secretary shall attest the signatures of authorized officers of the corporation on any instrument requiring attestation. The Secretary may, with the consent of the Board of Directors, assign such duties to the staff of the corporation with the exception of the attestation of the signatures of authorized offices of the corporation.

4.1.2.4 Treasurer

The Treasurer should have knowledge of the organization and personal commitment to its goals and objectives. The Treasurer should have an understanding of financial accounting for nonprofit organizations. The treasurer serves as financial officer of the organization and as chair of the Finance & Audit Committee. The Treasurer manages, with the Finance & Audit Committee, the Board's review of and action related to the Board's financial responsibilities.

The Treasurer shall have supervision and custody of all monies, securities and other valuable properties of the corporation and shall cause to be kept full and accurate accounts of the receipts and disbursements of the corporation in books belonging to it. The Treasurer shall cause all monies and other valuable effects to be deposited in the name and to the credit of the corporation in such accounts and in such depositories as

may be designated by the Board. The Treasurer shall disburse and supervise the disbursement of funds of the corporation in accordance with authority of the Board, taking proper vouchers therefore.

The Treasurer shall work with the chief executive and chief financial officer to render to the President and Board, whenever required, a written detailed account of transactions as Treasurer and of the financial condition of the corporation, including a statement of all its assets, liabilities, and financial transactions. The Treasurer assists the chief executive and the chief financial officer in preparing the annual budget and presenting the budget to the Board for approval. The Treasurer shall further perform such other duties as the President or Board direct and such other duties as usually pertain to the office of Treasurer. The Treasurer may, with the consent of the Board, assign such duties to the staff of the corporation.

The Treasurer shall be relieved of all of the responsibility for any securities or monies or the disbursement thereof committed by the Board to the custody of any other person or corporation, or the supervision of which is delegated by the Board to any other officer, agent or employee, and the Treasurer shall not be responsible for any action of any officer, agent or employee of the corporation.

4.2 Directors/Members of the Board

4.2.1 Terms of Office

At each Annual Meeting of the membership, five directors shall be elected to serve on the Board for terms of three years each or until a successor has been duly appointed or elected. Triennially at such Annual Meeting, the Peer Leadership Council shall elect, from among its members, one person to serve as a director for a term of three years or until his or her successor has been duly elected or appointed in accordance with Section 4.2.3 of these Policies and Procedures.

4.2.2 Role

As provided in the various Articles of the Bylaws, the Board is responsible to:

- Set the dues
- Set the dues during the annual meeting
- Hold at least one Annual meeting in the summer, unless otherwise directed
- Hold at least two additional meetings during the year
- Employ a Chief Executive Officer
- Execute the Corporate purpose

As elaborated upon in Section II of these Operating Policies and Procedures, all Board members are responsible to:

- Become familiar with and committed to the major responsibilities of a governing board;
- Support NAMI's fund-raising efforts;
- Devote time to learning and understanding how NAMI functions;

- Prepare for, regularly attend and actively participate in all board and committee meetings;
- Accept and abide by the board's legal and fiscal obligations;
- Vote according to one's individual convictions, yet support all board actions;
- Maintain the board's confidentiality;
- Engage in policy but not administrative decision making;
- Learn and consistently use designated institutional channels for communication and conduct of board business;
- Comply with Board ethics and conflict of interest policies;
- Refrain from actions or involvements that might embarrass the organization; and,
- Make judgments always based on the best interest of the organization as a whole.
- Support NAMI's fund-raising efforts through personal giving in accordance with one's means (to both annual funds and capital drives) and to be willing to share in the solicitation of others.

All Boards have a responsibility to articulate and make known their needs in terms of member experience, skills, and many other considerations that define a "balanced" board composition. The NAMI Board is responsible for orienting new Board members to their responsibilities and the organization's history, needs and challenges.

4.2.3 Vacancy

4.2.3.1 Board Member Vacancy

In case of a vacancy on the Board, the President appoint a three-member Nominating Committee for this purpose. Within 15 days following appointment, the committee shall be convened to nominate a successor for the vacancy and give written notice of the nominee to the President. In making its nomination, the Nominating Committee shall take into consideration NAMI's priorities, principles and governing documents, including attention to the breadth and diversity of the organization and director qualifications stated in 6.7.2. The Nominating Committee shall nominate one candidate for each vacancy on the Board. Promptly thereafter, the Board shall be convened to elect a successor director.

4.2.3.2 Peer Leadership Council Board Vacancy

In case of a vacancy in the Board member representing the Peer Leadership Council, the President shall promptly give written notice to the chair of the Peer Leadership Council and the Peer Leadership Council shall meet within thirty 30 days following such notice to elect a successor to serve for the remainder of the unexpired term and shall notify the President of the person so elected.

4.3 Committee Chairs

Within 30 days following the annual election of the Board, committee chairs shall be appointed by the President. The President may also appoint committee vice chairs.

Committee chairs provide leadership for their respective committees to fulfill the charge and program objectives of the Board. Committee Chairs report to the Board at its regularly scheduled meetings and otherwise as necessary or required by the Board regarding matters requiring Board action and committee activities. Committee Chairs work with the NAMI staff to achieve committee goals and objectives.

4.4 Election of Officers

Not less than forty-five (45) days prior to the Annual Meeting of the membership, the President will name a three-member panel. At least one of the persons named will be leaving the board (if available) and, at least one, will be a returning member with no interest in a role on the Executive Committee.

Not less than thirty (30) days prior to the Annual Meeting of the membership, the staff will send to each member of the board an anonymous survey asking each member of the Board to identify, by office, the single person he favors for each position. Board members will have ten (10) days to complete the survey. Surveys will be submitted only to the panel.

Not less than ten (10) days prior to the Annual Meeting of the membership, the panel will report to the Board the names of each member of the Board named for each office. Persons named for each office are not considered nominees. The 3-member panel will give each member of the board the Survey Report including the number of members who support the candidacy. Any member of the Board who wishes to have his name removed from consideration may do so through the panel. The panel will notify the Board of any persons withdrawn.

At the first meeting of the Board after the seating of new members to the Board, the first item on the agenda shall be the election of officers for the year upcoming. The board survey does not constitute a nomination but is intended for preparation and information. Therefore, all nominations made at the meeting will be considered. Any member of the board may be nominated, this specifically includes a member of the panel and persons who withdrew their name from consideration following the result of the board survey. A member can nominate themselves. All nominations are subject to a "second." Each officer shall be elected separately following the close of nominations, duly seconded, for the office. Upon completion of nominations for an office and prior to a vote, each candidate, in the order nominated, can speak for up to 2 minutes on why they should be elected to the position.

In the event that more than one person is nominated for an office, voting shall take place by secret ballot on forms prepared and provided by NAMI staff designated by the Chief Executive Officer. The presiding officer shall remind the Board that they have the ability to abstain from a vote if they so choose. The presiding officer shall designate two board members, who shall not be nominees, to count the votes and report the results to the presiding officer. The presiding officer shall confidentially advise the nominees of the outcome of the election and, without disclosing a vote count, announce the outcome of

the election to the Board, provided that a motion made and duly seconded to declare the election of the officer by acclamation shall be in order prior to the announcement of the election outcome.

In the event of a tie for any office, the presiding officer shall call for a subsequent ballot. In the event that there are more than two nominees for a single office and none of the nominees receive a majority vote of those present, the nominee receiving the fewest votes will be eliminated from subsequent votes until one of the nominees has garnered the majority of the votes of those board members present. Election to each office shall be by majority vote of all members of the board present, provided that a majority of the members of the Board shall be present at the time of the election of each officer. The outgoing President shall preside during the election for President provided that if the presiding officer is a candidate for election as President, the Board by majority vote of the whole membership, shall designate another board member to serve as alternate presiding officer for the purpose of the election as President. Following the election of President, the newly elected President shall preside, and the Board shall separately elect each of the remaining officers. Once the election for each office has been completed, the new officer shall immediately begin service in their executive committee role.

5 Committees and Councils

5.1 Goals and Intent of Committee Structure

The Board's committee structure is intended to support NAMI's mission and long-term goals. The Board may, from time to time, revise the committee structure to reflect organizational needs and priorities as expressed in the current Strategic Plan.

Strategies to be identified in the Strategic Plan and reflected in the work of the committees include:

- Build a Movement- NAMI will broaden public awareness and inclusion in every part of the alliance
- Leverage Technology- NAMI will expand the use of technology to build capacity and connection
- Drive Advocacy- NAMI will lead advocacy efforts that drive increased access and quality of services
- Focus on Youth- NAMI will develop and implement strategies that engage youth, young adults and their families expanding our reach across the lifespan
- Strengthen the Organization- NAMI will grow and develop financing, infrastructure, and capacity that support a vibrant and bold organization.

5.2 NAMI Committees

5.2.1 Executive Committee:

The Executive Committee shall be comprised of the President, the two Vice-Presidents, the Secretary, the Treasurer and the Chief Executive Officer as an ex-officio member. The President shall act as Chairman and the Secretary as Secretary of the committee. In the interim between the meetings of the Board of Directors, the Executive Committee shall have and shall exercise all of the powers of the Board, save and except only, the powers to fill vacancies in the Board of Directors and to remove officers elected or appointed by the Board of Directors. Three of the members of the committee shall constitute a quorum and all actions shall require a majority vote of the members present, provided that the Chief Executive Officer shall not be counted for purposes of such quorum or majority vote. The Executive Committee shall keep minutes of all of its meetings and transactions, and such minutes shall be distributed to the Board following each meeting of the Executive Committee and shall be reported at the next meeting of the Board for purposes of ratification by the Board of the actions taken by the Executive Committee.

The Executive Committee provides oversight on behalf of the Board; acts as intermediary in reviewing and making recommendations for Board action and consideration in order to better focus Board discussion and action; and may act on behalf of the Board in accordance with this section when the full Board is unable to meet and take action.

The Executive Committee will investigate Whistleblower complaints.

5.2.2 Committees of the Whole:

Meetings of the committee of the whole occur at regularly scheduled quarterly Board meetings, and at such times as the Board or President deem necessary. Meetings of the Board in “committee of the whole” are chaired by the President.

5.2.3 Standing Committees:

Within 30 days following the election of directors, the Board shall, by resolution adopted by a majority of the directors, designate Standing Committees of the Board. Such committees, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the corporation.

Standing Committees shall be aligned with the current NAMI Strategic Plan and may, from time to time, be restructured to best serve organizational needs.

Standing Committee goals may be set by the Board. Standing Committees develop work plans for each year to support the goals of the Board and NAMI. Each standing committee meets as needed upon the call of the committee chair, written request by the President or written request by a majority of the members of the committee, provided that each Standing Committee shall meet at least once in the period between each quarterly Board meeting and at each quarterly Board meetings.

5.2.3.1 Public Policy Committee

The Public Policy Committee is responsible for NAMI’s advocacy and for ensuring adherence to NAMI’s mission from a policy perspective. The committee:

- Researches, considers, and develops issues of public policy;
- Identifies priorities for legislative, administrative agency, legal and other advocacy consistent with NAMI priorities;
- Identifies priorities for research and for policy publications consistent with NAMI public policies;
- Maintain NAMI’s Public Policy Platform, including assurance of grassroots consultation in developing public policy positions;
- Focuses on issues related to (a) adults living with serious mental illness and their families; (b) children and adolescents living with serious mental illness and their families; (c) veterans and enlisted personnel living with serious mental illness and their families; and (d) the mental health needs of diverse and underserved populations.

The committee oversees efforts to assure that NAMI is the preeminent advocate for mental health care and recovery.

Advisory Council representatives shall be invited to participate on the committee in an ex officio, non-voting capacity.

5.2.3.2 Planning Committee

The Planning Committee promotes and coordinates strategic planning at all levels of NAMI in order to promote effectiveness, efficiency, qualitative standards and capacity as an organization by and for consumers, families and others advocating for the needs of persons with mental illness. The committee:

- Oversees development of NAMI's Strategic Plan;
- Ensures organizational alignment with NAMI's short-term and long-range strategic planning;
- Monitors and evaluates progress toward goals and execution of strategic organizational priorities;
- Annually evaluates and reports on progress in implementation of NAMI's Strategic Plan;
- Promotes membership, participation and standards at all levels as a national association with state organizations and affiliates;
- Oversees NAMI's information dissemination initiatives;
- Promotes efforts to create, foster and sustain diversity and inclusion.
- Promotes and oversees initiatives related to recovery and wellness in NAMI's programs and activities

Advisory Council representatives shall be invited to participate on the committee in an ex officio, non-voting capacity.

5.2.3.2.1 Strategic Planning Group

Not less than triennially, the Board shall appoint a Strategic Planning Group (SPG) to convene for NAMI's strategic planning process in consultation with the Board. The group's work spans roughly a year, after which the group is disbanded. The SPG shall report to the Board for final action on NAMI's Strategic Plan.

This planning process will include input from NAMI leadership and membership at all levels of the organization. Emphasis will be placed on developing, with the assistance of NAMI staff, realistic and practical plans that reflect the needs of the organization as a whole.

Representatives designated by each Advisory Council shall serve as voting members of the SPG.

5.2.3.3 Finance & Audit Committee

The Finance & Audit Committee is chaired by the Treasurer. The Finance & Audit Committee oversees the overall financial condition of the corporation. The committee:

- Reviews budget proposals;
- Reviews and transmits for approval by the Board the organization's annual operating and capital budgets Reviews all actions involving monies, securities, and other assets of the organization consistent with Board investment policies;
- Oversees financial planning and tax compliance, including quarterly reviews of internal financial statements to be reported to the Board;
- Ensures that effective internal financial controls are in place and operational through periodic review of the organization's Accounting Policies and Procedures;
- Reviews quarterly internal financial statements to be reported to the Board;
- Provides for Board development in order to strengthen financial oversight;
- Oversees the organization's Information Technology planning, including quarterly reviews of progress on capital budgets;
- Recommends the selection and engagement of independent auditors to be appointed by the Board;
- Oversees the performance and reporting of the independent auditors, including review and transmission for approval by the Board of the annual audit report and IRS form 990, and any other reports from the independent auditors.

Advisory Council representatives may be invited to attend committee meeting as ex officio, non-voting participants.

5.2.3.4 Development Committee

The Development Committee:

- Leads Board fundraising efforts;
- Sets expectations for annual Board member giving, including 100% giving by all Board members, a giving goal for each year, and an obligation to identify other donors, corporations, foundations, and other possible sources of funding;
- Oversees development and implementation of NAMI's development plan and activity;
- Assists in NAMI fundraising in consultation with NAMI development staff;
- Provides for Board development in order to strengthen fundraising capacity.

Advisory Council representatives may be invited to attend committee meetings as ex officio, non-voting participants.

5.2.3.5 Governance Committee

The Governance Committee is responsible for NAMI Board operations and the overall operation of NAMI in accordance with its Articles of Incorporation, Bylaws, and Policies and Procedures. The committee:

- Reviews and proposes for Board approval revisions as needed to the Articles of Incorporation, Bylaws, and Policies and Procedures with respect to the organization and operation of NAMI at all levels;
- Reviews Board composition, assists identifies needed areas of skill, experience and diversity;
- Oversees annual NAMI Board elections and elections disputes;
- Solicits and reviews nominations for Outstanding NAMI State Organization and Outstanding NAMI Affiliate awards and recommends award winners to the full Board, provided that final decisions on award winners shall be made jointly by the Governance Committee Chair, NAMI President and NAMI Chief Executive Officer;
- Works with the President and staff to provide new Board member orientation and mentoring as well as ongoing Board development activities.

Advisory Council representatives may be invited to attend committee meetings as ex officio, non-voting participants.

5.2.3.6 Education and Support Programs Committee

The Education and Support Programs Committee provides oversight and assists with promotion and development of the NAMI support and education programs. The committee:

- Discusses and gives input into critical strategic challenges facing the development and implementation of NAMI's Signature Education and Support Programs through the State and Affiliate organizations;
- Helps to discover strategies and resources for adaptations and variations of programs to provide outreach and engagement in diverse communities;
- Provides oversight and valuable feedback on issues critical for the sustainability of the programs including outreach, promotion, volunteer engagement, recruitment, retention, and funding;
- Assists with gathering of resources for program leaders in the NAMI State Organizations and Affiliates;
- Monitors the progress of education programs through data collected by the Education and Support Center;
- Promotes the viability and sustainability of the programs throughout the network of NAMI State and Affiliate organizations.

Advisory Council representatives shall be invited to attend committee meetings as *ex officio*, non-voting participants. They will be considered valuable to bring feedback from their Councils to this Committee.

5.2.4 Other Committees

The Board by resolution adopted by majority vote of the members may designate other committees for limited purpose of duration. Other committees meet as needed upon the call of the committee chair, written request by the President or written request by a majority of the members of the committee. The President shall appoint members of such other committees. The President shall appoint the chair of each such committee and may appoint a vice chair of each of the other committees within 30 days following the Annual Meeting of the membership.

5.2.4.1 Convention Committee

The Convention Committee:

- Works with designated staff to solicit and review proposals for workshops and poster presentations at the annual convention, plans annual convention programs and activities and ensures that the information needs of NAMI's consumers, families and diverse constituencies are addressed;
- Solicits and reviews nominations for NAMI national awards, with the exception of the Outstanding NAMI State Organization and Outstanding NAMI Affiliate awards, and recommends award winners to the full Board, provided that final decisions on award winners shall be made jointly by the Convention Committee Chair, NAMI President and NAMI Chief Executive Officer.
- Reviews potential sites for annual convention and recommends sites to full Board of Directors.

Advisory Council representatives may be invited to attend meetings of the committee as *ex officio*, non-voting participants.

5.2.4.2 Personnel Committee

The Personnel Committee:

- Assists the Executive Committee in the negotiation of the Chief Executive Officer's contract and compensation, including any revisions, for approval by the Board;
- Develops and implements annually, unless the Board determines otherwise, the evaluation process and instrument to be used with respect to the Chief Executive Officer and reporting to the Board for action as may be required;
- Annually assess the roles and expectations of Board Members by developing and administering a Board Self-Assessment tool. The results of this Board Assessment will be discussed and used for Board self-development.

The full Board, meeting in executive session, shall be responsible for hiring, termination and evaluation of the Chief Executive Officer.

5.3 NAMI Advisory Councils

The Board seeks a well-informed, reliable, efficient, and effective communication to and from NAMI's grassroots in order to inform the Board's decision-making. To this end, the Board is supported in its work by four Advisory Councils. Participation in NAMI Advisory Councils is limited to the specific purposes outlined in these procedures, with the exception of directives from the NAMI Board of Directors. The councils are:

- Peer Leadership Council;
- Executive Directors Council;
- Service Members, Veterans and their Families Council;
- State Presidents Council.

5.3.1 Purpose

The purpose of NAMI Advisory Councils is to support the mission of NAMI, including the following:

5.3.1.1 Peer Leadership Council (PLC):

Network and cultivate NAMI leaders with the lived experience of mental illness by encouraging participation in NAMI education, support, and advocacy programs and initiatives; to advise the organization on how to become more inclusive; to assist state organizations and local affiliates in providing avenues to develop potential leaders with the lived experience of mental illness; promote timely feedback between NAMI and the grassroots; assist the NAMI Board of Directors in developing policy by providing peer leaders' view and peer leaders' consensus on solutions; and to advocate and promote awareness and opportunities that sustain resilience, recovery and overall wellness.

5.3.1.2 Executive Directors Council (EDC):

Provide networking opportunities amongst NAMI executive directors; promote resource sharing among NAMI organizations; strengthen NAMI organizations; identify problems and solutions to those problems; promote timely feedback between NAMI and the grassroots; and, assist the NAMI Chief Executive Officer in developing policy by providing NAMI State Organization and NAMI Affiliate views and consensus on solutions.

5.3.1.3 Service Members, Veterans and their Families Council (SMVFC):

Support advocacy and education by NAMI at the federal, state and local levels on mental health policy, educational initiatives, and advocacy priorities impacting active duty

military, National Guard and Reserve personnel and veterans with serious mental illnesses, and family members of these individuals.

5.3.1.4 State Presidents Council (SPC):

Provide for networking among state presidents; resource sharing among NAMI State Organizations including communication network on advocacy and organizational development issues; gain recognition at the national level -- strengthen NAMI State Organizations; identify problems in meeting state goals and to identify solutions to those problems; promote timely feedback between NAMI and the grassroots; and, assist the NAMI Board of Directors in developing policy by providing state views and consensus on solutions.

5.3.2 Advisory Council Functions

The Advisory Councils convene up to 8 times a year by conference calls and utilize a NAMI staff-managed listserv for communication. 4 times a year, NAMI staff hosts a joint council call for all councils to hear from NAMI leadership.

Advisory Council representatives may attend NAMI Board meetings as *ex officio* non-voting observers. Such representatives may also be invited by the President, any committee chair or by vote of a majority of the members of the committee, to participate in discussion at committee meetings. Council representatives shall not be present during Board executive sessions, unless specifically invited to be by the presiding officer of the meeting. Council chairs that participate in board activities and discussions are required to comply with the confidentiality and ethics policies and procedures of the Board.

The chair of each Advisory Council shall report in writing, at least quarterly, to the Board in accordance with a reporting format provided by NAMI staff for this purpose. Between Board meetings, the Board and Board committees may seek input from the Advisory Councils in order to collect grassroots information and to obtain input for Board consideration.

Each Advisory Council shall convene annually at the NAMI Convention. To the greatest extent possible, meeting schedules shall be arranged to maximize the opportunity for Board member to attend at least a portion of each Advisory Council meeting during the NAMI Convention in order to foster open communication and information exchange.

5.3.3 Peer Leadership Council (PLC)

The PLC shall serve in an advisory capacity to the Board of Directors and shall elect one of its members to the Board of Directors. The PLC is the only one of the Board's advisory councils whose existence is stipulated in the NAMI bylaws.

The PLC consists of State-appointed representatives and alternates who, as individuals who have had a lived experience of mental illness, convene as a group to advance the activities and involvement of the consumer membership of NAMI at the local, state and

national levels by actively participating in advocacy issues and program development. Council members are variously appointed by their States and must be members in good standing of NAMI.

5.3.4 Executive Directors Council (EDC)

The EDC exists to support networking among NAMI executive directors; resource sharing among NAMIs; strengthen NAMI organizations; identify problems and solutions to those problems; promote timely feedback between NAMI and the grassroots; and, to serve in an advisory capacity to the Board and in addition, to assist the NAMI Chief Executive Officer in developing policy by providing state views and consensus on solutions.

The EDC includes all current NAMI executive directors at the State Organizations and Affiliates of NAMI. Both paid and unpaid executive directors are welcome.

5.3.5 Service Members, Veterans and their Families Council (SMVFC)

The SMVFC serves in an advisory capacity to the Board of Directors. The Council consists of a representative and alternate for every state, plus five members that may be appointed by the NAMI Board of Directors. All members of the SMVFC must be members in good standing of NAMI.

The mission of the SMVFC is to support advocacy and education by NAMI at the federal, state and local levels on mental health policy, educational initiatives, and advocacy priorities impacting active duty military, National Guard and Reserve personnel and veterans with serious mental illnesses, and family members of these individuals.

5.3.6 State Presidents Council (SPC)

The SPC serves in an advisory capacity to the Board of Directors. The SPC consists of each State President and one Alternate Member for every state. The Alternate Member shall be selected by the governing board of the NAMI State Organization from the group comprising the voting members of the governing board of the NAMI State Organization and the immediate Past President.

State Presidents are elected by the membership within their respective states and should be members in good standing of NAMI.

6 Operating Procedures

6.1 Board Meetings

6.1.1 Quorum

A majority of the Board of Directors shall constitute a quorum at any meeting; and a majority of those present in either case shall have power to act in all matters, except as specifically provided to the contrary elsewhere in these Bylaws, provided, however, that

no real estate of the corporation shall be sold, leased, mortgaged, or otherwise disposed of, except by resolution approved by not less than a majority of the Board of Directors.

Directors can participate in or conduct Board meetings through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

6.1.2 Regular Meetings

The President calls the meeting or, if unable to, the First Vice-President. If both are unable, the Second Vice-President calls meetings.

The Bylaws require three meetings per year, the annual meeting and two others. Special meetings may be called by the President or any three members of the Board.

By practice, the Board meets four times per year, on approximately a quarterly basis.

The President or the caller of the meeting designates the time and place of such meetings. Notice of meetings can be given either personally, by mail or by e-mail not less than one (1) week before the date of the meeting. Notice given by mailing is deemed given by the time of postmark, or in the case of email, when it is sent.

The duration and schedule of meetings may change, at the Board's discretion.

The Annual meeting is held at the site of the Convention. Other meetings are generally held in NAMI offices, in Arlington, Virginia; when possible meetings are held in conjunction with other NAMI events.

Regular Board meetings do not begin before 9:00 a.m. in deference to members who have traveled from the west coast and are adjusting to time zone differences.

6.1.2.1 Meeting Requirements:

6.1.2.1.1 Annual Meeting

NAMI's annual meeting occurs at, and is essentially synonymous with, the Convention, during which elections are conducted.

The annual meeting of the members of the corporation shall be held in the summer unless otherwise directed by the Board of Directors, on such dates and at such place as the Board of Directors shall designate. Voting members representing twenty (20%) per cent of the voting power of the membership shall constitute a quorum at any meeting of the members. Voting members shall designate delegates to vote at the annual meeting. Voting members may be represented by written proxy. The delegates shall act by majority vote at any meeting of the voting members at which a quorum is present, except as may be

specifically provided to the contrary elsewhere in these Bylaws. All meetings of the Board, its committees and the corporation shall be governed by Roberts' Rules of Order.

6.1.3 Fiscal Year

Per the bylaws, the fiscal year shall be from January 1 through December 31.

In recent years the Board has reviewed the proposed budget in a special meeting or teleconference prior to the final meeting of the year, and then actually formally approved the budget at the final meeting.

6.1.4 Dues

Dues shall be set at the annual meeting of the Board of Directors.

Historically, the Board has set or affirmed annual dues amounts through the budget approval process, which includes a projected income from dues.

The NAMI Board of Directors, upon implementation of the Standards of Excellence in 2010 and every fifth year thereafter, will undertake a study of the NAMI dues structure and shall seek the input and advice of the membership to determine the amount of NAMI dues and allocation of those dues between NAMI, NAMI State Organizations and NAMI Affiliates.

6.1.5 Annual Calendar

An annual calendar of upcoming Board meetings for year is provided to all board members.

6.1.6 Special Meetings

Special meetings may be called by the President or any three Board members.

6.1.7 Meeting Attendance and Participation Expectations

The failure by an individual Director to attend two consecutive meetings of the Board of Directors without excuse may serve as a basis for removal of that individual from the Board. The determination of whether a particular individual should be removed for non-attendance shall include consideration of contributions that the individual has made to the organization in his or her capacity as a Director in lieu of attendance at Board meetings. When the Board of Directors determines that an individual should be removed, that individual shall be provided with notice of the intention to remove and shall have the opportunity to respond and object to such removal before the full Board within 10 days of receipt of notice.

Board members who cannot attend a Board meeting must notify the President and Chief Executive Officer as soon as their inability to attend is known.

6.1.8 Agenda

Before each board meeting, the president shall prepare, or shall have prepared, a proposed agenda for review by the Executive Committee, which shall review, approve and forward it to the full Board two weeks prior to the meeting. Any board member may submit agenda modifications to the president.

The agenda is prepared in annotated form so that Board members may know what action items will be before them at the upcoming meeting. Committee chairs are asked to develop their committee agendas sufficiently in advance of the full agenda's preparation to allow for this annotation.

6.1.9 Consent Agenda

A consent agenda is a practice by which the mundane and non-controversial board action items are organized apart from the rest of the agenda and approved as a group. This includes all of the business items that require formal board approval and yet, because they are not controversial, there is no need for board discussion before taking a vote.

To facilitate Board operations, a consent agenda may be presented by the President at the beginning of each Board meeting. Items may be removed from the consent agenda on the request of any Board member – if even one member asks for an item to be removed, it is to be removed from the consent agenda. Items not removed will be adopted without debate. Items removed from the consent agenda may be taken up either immediately after the consent agenda, or placed later on the agenda, at the discretion of the Board.

In approving Committee reports via the consent agenda, including those from Executive Committee, the Board considers approval to constitute only an approval of the report of the meeting – not an affirmation of any specific actions taken in those meetings. Any specific actions that require full Board approval must be separately itemized for explicit review and action.

6.1.10 Preparatory Materials (“BOD binder”)

Staff develop preparatory materials for Board meetings. These reports and reference documents are sent to Board members two weeks in advance of each Board meeting and are intended to have been read in full prior to each meeting.

Board members will receive the materials in binder format. A Web-based option will also be available.

Preparatory materials may include Committee minutes, task force or other work group reports, financial statements, staff reports, and other background resources that are believed useful to conducting Board business.

6.1.11 Committee Reports

Committee chairs shall cause committee minutes and reports to be submitted to the Secretary in writing no later than two weeks following the committee board meeting.

Committee reports will clearly differentiate items proposed for Board action from items presented for purposes of “information only”.

Draft minutes shall be prepared and made available to the committee no later than two weeks following the committee meeting. Minutes that have not been approved by the committee will have a watermark background of “DRAFT”. Draft minutes will be placed on SharePoint. After committee minutes have been approved by the committee, the “DRAFT” watermark background will be removed, and the date approved by the committee will be listed at the end of the document. Approved minutes for a meeting will replace draft minutes for a meeting on SharePoint.

Board meeting committee reports will refer to draft minutes if approved minutes are not yet available.

6.1.12 Board Action

Proposals reported by committee for Board action shall be presented by committee chairs. Such proposals shall be deemed to be motions duly made and seconded, provided that such motions may be amended. Original actions may be proposed by motion of Board members without prior committee action, provided that the President may, without vote, refer such motions to an appropriate committee unless two-thirds of the current membership shall vote to waive such referral. Motions shall be documented by using “motion cards” that identify the source of the motion, those voting in favor or against, any amendments and information as to responsibility for implementation.

6.1.12.1 Impact Assessment

Proposals for new or expanded projects shall be accompanied by an estimate, provided at the direction of the Chief Executive Officer, of any requirement for staff time, expenses or other material resources and identifying whether or not undertaking the proposed project is feasible within the context of priorities established by the Board in accordance with the current Strategic Plan. The Board may, by vote of two-thirds of the current membership, approve a proposed new or expanded project that is not in accordance with the current Strategic Plan and determine that a current project be postponed or reduced in scope.

The Chief Executive Officer shall advise the President with respect to motions for Board action that may have significant fiscal impact on NAMI’s finances. Such motions shall be referred by the President, without debate, to the Finance & Audit Committee for development of a fiscal impact statement before the motion may be proposed again for board action.

6.1.12.2 Process for Determining Resource Allocation for Non-Domestic NAMI Activity

NAMI’s priority is domestically-based support, education, advocacy and research. NAMI will not organize or recognize affiliates outside the United States. Sometimes, however, it is in NAMI’s interest to engage on an international level to advance the NAMI mission and specific work initiatives or to realize certain goals through

collaboration with international partners. In the event that such an opportunity presents itself, an assessment of the activity's alignment with the NAMI strategic plan, cost/benefit analysis, opportunity costs, and budgetary and staff impact will be undertaken by the Chief Executive Officer prior to any such commitment being made. Efforts must clearly support the mission and goals of the strategic plan to be appropriately undertaken. Staff will report to the Board on any technical assistance or staff assignment outside the United States.

6.1.12.3 Public Policy Actions

No action shall be taken on proposed public policy issues until the next full meeting of the board, at which time the board shall act thereon. Two-thirds of the Directors present and voting may agree to a suspension of the provisions of this resolution on the basis that immediate action is necessary.

In practice, this "two vote" process means that the Board approves a public policy by first vote as a first step in securing public or additional comment on the proposed policy. The second vote, assuming it is favorable, makes the policy official.

Prior to the second vote, draft policy sections are forwarded to NAMI's advisory groups (Peer Leadership Council, State Presidents Council, Service Members, Veterans and their Families Council, and Executive Directors' Council) explicitly seeking their advisory input. Input is required within 30 days to ensure timely action on important public policy matters.

6.1.12.4 Board Actions with Written Consent

A motion can be proposed by the President for board action without a meeting. Approval will require unanimous written consent by e-mail.

The following factors will be considered by the Board President before determining whether to ask for an action by written consent:

- How soon a decision is required.
- Whether the decision would be better made after further discussion and/or whether alternatives should be considered.
- Whether the action is a routine action that the Executive Committee can take in lieu of the board at a Committee meeting.
- Whether a conference call meeting can be scheduled and held (either just for discussion or if a quorum is obtained, to take a vote).
- Whether all directors have indicated they are unanimously in favor of the action and will be available to sign and return a written consent.

If after considering the above factors, the Board President determines it would be best to take the action by unanimous written consent, the Board President may have the Secretary draft the proposed action and email it as an attachment to all directors at their respective email addresses. The proposed action will include the following wording: "I <director name> submit my <yay, nay, abstain> vote on the following

issue before the board <state issue>” and will include a date when the written consent is due back to the Secretary.

Each director shall complete and return the written consent to the Secretary by email. If the written consent is submitted by the date requested and from the email address supplied by that board member at the start of the board year for its means of conducting board business, the response constitutes a signature.

Upon the Secretary's receipt and verification of all written consents approving the action, the action is duly approved. Regardless of whether the action is approved or not, the Secretary will confirm whether the action has passed or failed by email to all directors upon receipt of all the individual written consents.

The NAMI staff supporting the Secretary will file all individual written consents with the corporation's minute book and electronically in the files for corporate minutes.

The Board will ratify any action taken by unanimous written consent at the next Board meeting. The minutes of this meeting will record the ratification.

6.1.13 Minutes

The formal minutes of NAMI Board of Directors’ meetings will record all motions, passed or failed, that are voted on by the board. Minutes may reference full committee reports for additional information or background. Such reports are maintained on file at the NAMI office but do not become part of the formal minutes.

If one or more directors are participating in a meeting by use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, the minutes should indicate that all directors were able to simultaneously hear each other.

Minutes are not final until they are approved at the subsequent Board meeting.

6.1.14 Executive Sessions

The board may go into Executive Session by majority vote, or on the call of the president, for special circumstances as described in Roberts’ Rules of Order.

While there is nothing in the Bylaws, in the laws of the state of Missouri (the state where NAMI is chartered), or in the laws of Virginia requiring open Board meetings, the NAMI Board has always done so. There are two times, however, when the meeting should always be closed: when an issue is being discussed related to personnel, or if the issue is anything that could potentially harm the organization. In a closed meeting, only motions and their votes are recorded. The President has the liberty to call the meeting into Executive Session, or to close the meeting, at any time.

The same rules apply for calling an open or closed meeting. Any Board member may request a closed meeting. The contents of a closed meeting are always confidential. There

is no need for a formal agenda; however, the caller of the meeting should always tell the members what the subject matter will be.

6.2 Board Committee Meetings

6.2.1 Conducting Committee Business Meetings

Directors can participate in or conduct committee meetings through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. If one or more directors are participating in a meeting by use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, the committee meeting minutes should indicate that all directors were able to simultaneously hear each other.

Committee votes require a meeting, i.e., they cannot be done by e-mail or written consent

6.3 Board Updates and Information

Periodic board updates are provided to all Board members with information and pertinent documents for Board members from staff, as well as from other Board members.

6.4 Travel Policy

All Board travel must be approved by the President.

The COO, or his/her designee, must be informed of all Board travel plans.

Board members are asked to book their own airline tickets. Board members will be promptly reimbursed for all approved travel costs. Air tickets can be booked through a number of travel sites or with an airline directly. If you need assistance in booking a ticket, staff may assist you. Airline tickets must be booked at least 21 days in advance to ensure the lowest cost ticket is booked.

If a Board member does not have access to a credit card for booking purposes they should contact the Meetings and Conventions staff for assistance with booking their tickets.

Board members may book airline tickets up to \$400. Any ticket that exceeds \$400 must be approved by the President. (The reason for this policy is that in many cases staff may be able to secure a lower priced ticket.) NAMI will not reimburse for any tickets that exceed \$400 unless the ticket has been approved by the President in advance.

In circumstances requiring extended travel time, NAMI will provide accommodations to Board members for the evening preceding the convening of any Board meeting.

6.5 Expense Reimbursement

6.5.1 Policies

NAMI pays for all reasonable expenses incurred by Board members while doing business for NAMI. This includes attending Board meetings, the Convention, and anything else done at the request of the President. Reasonable expenses include hotel at the contract rate, transportation at the most reasonable fare available, meals, taxi or Metro fees and a reasonable amount for tips and taxes. NAMI does NOT pay the expenses of a spouse or children, liquor, excess charges above the contract rate for hotels and transportation, car rental, in-room movies or entertainment.

The President may request a Board member to attend some function as an official representative of NAMI and, in those cases, NAMI will cover the expenses as outlined above.

To ensure accurate record keeping and budget management, expense reimbursement requests must be submitted within 60 days of the board meeting for which they were incurred.

6.5.2 Option to donate expenses

Board members may choose to donate their reimbursements back to the organization. In order to do this, a board member must submit their reimbursement forms and receipts and NAMI will issue a check for the approved amount. The Board member may then write a personal check back to NAMI for that same amount. In this way, the Board member can derive tax benefits from the donation. Additionally, all contributions made in this manner shall be counted toward the individual's pledge amount for the year.

See Reimbursement Forms attached

6.6 Working with Staff

6.6.1 Chief Executive Officer

A Chief Executive Officer may be employed by the Board of Directors and shall have general direction of and supervision over the day-to-day affairs of the corporation. The Chief Executive Officer shall exercise such authority and perform such duties as the Board of Directors may from time to time assign to the Chief Executive Officer.

The liaison staff person to the Board is the Chief Executive Officer, or his or her designee. Although direct communication with staff is common and important, it is essential that all board members recognize that only the Chief Executive Officer reports directly to the board and that all other employees of NAMI report to the Chief Executive Officer.

To support transparency the CFO, while reporting to the Chief Executive Officer, works closely and regularly with the Treasurer.

The Chief Executive Officer is hired by the Board and reports directly to the Board. By contract, the Chief Executive Officer is given the responsibility for the day-to-day management of the organization and for the hiring, supervision and firing of staff. The Chief Executive Officer develops recommendations and speaks for the organization as directed by the Board. The Chief Executive Officer maintains close contact with the President and with the other Board members. There is no difference between an officer (Executive Board) and any other Board member.

The employment contract between the Chief Executive Officer and the Board sets out areas in which the Chief Executive Officer must report to the President. In setting the compensation for the Chief Executive Officer, the Board, through the Personnel Committee, will employ non-profit industry best practices and existing compensation surveys in determining appropriate compensation for the NAMI Chief Executive Officer. The Personnel Committee will document its process for the full Board's review. The contact between the two individuals should be close and frequent. The Chief Executive Officer is accountable and responsible to all Board members. It is important for the Chief Executive Officer to develop a strong working relationship with each Board member.

6.6.2 Committee Liaisons

Under the sole direction of the Chief Executive Officer, staff may be assigned to work with Committees. Committee chairs and other Board members should not direct staff work but should work collaboratively with staff to accomplish committee needs and objectives.

6.7 Election of Board Members

6.7.1 Nominations

The President shall annually issue a call for nominations of candidates for election as directors at the Annual Meeting of the membership. The Board may approve a brief statement to be included in the call that describes any areas of need in the composition of the Board in terms of expertise, experience or diversity. Nomination for election as a director, including nomination separately for election of any director necessary to complete the balance of a term to which a director has been appointed by the Board in accordance with Section 4.2.2 of these Policies and Procedures, shall be made by Affiliates and State Organizations. No Affiliate or State Organization may nominate more than one person for election as a director. Each person nominated for director shall be a member in good standing. For purposes of this section, "member in good standing" means being current in the payment of dues to the nominating Affiliate or nominating State Organization and to NAMI. Written notice of nomination, signed by the chief officer of the Affiliate or State Organization submitting the nomination and documenting authorization of the nomination by the Affiliate or State Organization, shall be received by staff, designated by the Chief Executive Officer for such purpose, not less than 90 days prior to the commencement of the Annual Meeting of the membership, provided that the notice of nomination shall be signed by another authorized officer if the chief officer is the nominee. NAMI may require a specific procedure for both nominators and those

nominated, to accompany such nominations and shall provide that procedure when required.

Upon receipt of each nomination, staff designated by the Chief Executive Officer for such purpose shall promptly record the date of receipt, determine that both the person nominated and the nominator are members in good standing, notify the nominee and nominator of such determination or ineligibility for election, and provide each eligible nominee with a form on which the nominee shall confirm by signed written certification that he or she is willing to be nominated, be a candidate for election, agree to terms set forth in the Collegial Culture (6.7.4.2) description and serve if elected. In order for a nominee to remain eligible for election, such certification must be received by staff, designated by the Chief Executive Officer for such purpose, not later than 85 days prior to commencement of the Annual Meeting of the membership.

6.7.2 Qualifications

At least 75% of directors shall be persons who have or have had mental illness, or who are the parents or other relatives, including civil partners, of persons who have or have had mental illness. No person shall be eligible to serve as a director for more than two consecutive terms on the Board and may not serve again on the Board until one year following the completion of a second consecutive term. A director shall be considered to have served a term on the Board upon completing 18 consecutive months of such service. Each director shall be a member in good standing of all three parts of the alliance: NAMI, the State Organization and the Affiliate at the time of his or her election and at all times during his or her term of office. No employee of NAMI, the national organization, shall serve on the Board during the tenure of his or her employment and for a period of one year following the end of such employment. Any director who becomes employed by NAMI, the national organization, during his or her term on the Board shall cease to be a Board member immediately upon such employment.

6.7.3 Persons with a Lived Experience and Family Representation

Prior to the annual election of directors, the Election Chair shall provide that all Affiliates, State Organizations and voting delegates to the Annual Meeting of the membership are informed of (a) the percentage of self-identified directors currently serving on the Board who have or have had mental illness or who are the parents or other relatives, including civil partners, of persons who have or have had mental illness and (b) the resulting number of directors that may be elected to the Board at such Annual Meeting who are not self-identified as having or having had mental illness or being the parents of other relatives, including civil partners, of persons who have or have had mental illness. In the event that, based on the confirmed candidates seeking election, the composition of the Board might not meet the composition requirement in accordance with Section 6.7.2 of these Policies and Procedures, all confirmed candidates and all NAMI Affiliates, State Organizations and voting delegates will be so informed and informed of the process under this section that shall be used to determine the election outcome. If the election results, including the results for election as necessary to complete the balance of a term to which a director has been appointed in accordance with Section

4.2.2 of these Policies and Procedures, indicate that the such Board composition requirement would not be satisfied, the Election Chair shall declare ineligible the candidate with the lowest vote among all candidates ineligible in accordance with the Board composition requirement. If necessary, the Election Chair shall continue to do so until the resulting Board composition is in accordance with the Board composition requirement.

6.7.4 Fairness in Process

NAMI seeks to have a “level playing field” in Board elections. To that end, candidates and nominators will be asked to respond affirmatively to their agreement with the items set forth in this section:

6.7.4.1 “No Campaigning”

NAMI has a “no campaigning” policy for candidates. This policy was initiated to maintain decorum in NAMI elections and to retain a “level playing field” for all candidates. Candidates may not directly solicit members for their support. Candidates may not use their personal social media platforms (Facebook, Twitter, Instagram, Snapchat and any other additional platforms that NAMI identifies in its sole discretion), those of NAMI organizations, those of individuals or groups supportive of their candidacy or with a vested interest in the outcome of the NAMI election, to advertise and promote their candidacy. Candidates’ venues for reaching voting members may vary from year to year but are carefully spelled out at the outset of each election season by the Governance Committee. Candidates are expected to demonstrate their leadership by upholding this policy themselves and by intervening promptly in the event that their supporters may act outside the spirit of the policy.

In the event that candidates do not uphold this policy, the NAMI Chair of Elections may impose limitations on the promotion of an individual’s candidacy. These limitations shall be determined in the sole discretion of NAMI and may include, but not be limited to: informing voting entities of campaigning violations, reducing and/or eliminating candidates in violation access to approved venues to reach voting members.

6.7.4.2 Collegial Culture

The NAMI Board seeks to establish and maintain a collegial culture that enables vigorous debate and ensures respect for the diversity of thought and experience that make the Board the rich environment that it is. All Board members share responsibility for upholding that culture.

The NAMI Board of Directors expects professional and respectful behavior of all its members as they carry out their duties in service to the NAMI mission. This policy is set forth in recognition of the fact that representatives from NAMI State Organizations and NAMI Affiliates which nominate individuals for board service, and individuals who accept nomination for board service, have a unique and important role in furtherance of this culture and the organization’s mission.

The following list, while not exhaustive, articulates expectations that NAMI Board Members have of themselves.

- Recognize that the chief function of NAMI at all times is to serve the best interests of our diverse constituency.
- Serve with respect, concern, courtesy, and responsiveness in carrying out the organization's mission.
- Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all our activities in order to inspire confidence and trust in our activities.
- Act in such a manner as to uphold and enhance personal and professional honor, integrity, and dignity of the organization.
- Treat with respect and consideration all persons, regardless of race, religion, gender, abilities or disabilities, age, sexual orientation, or national origin.
- Engage in carrying out NAMI's mission in a professional manner. To collaborate with and support other professionals in carrying out NAMI's mission.
- Devote time to learn how NAMI functions—its uniqueness, strengths, and needs, its reputation and standing.
- Prepare carefully for, regularly attend, and actively participate in election related meetings and activities.
- Refrain from actions and involvement that might prove embarrassing to the institution and to voluntarily discontinue candidacy if such actions or involvement develop.

6.7.4.3 Scholarship Eligibility

Board candidates are not eligible to receive scholarships from NAMI for purposes of offsetting expenses related to their attendance at the NAMI Convention. This policy is intended to remove any potential or perceived favoritism of one candidate over another, or pressure on NAMI staff to make awards to candidates for the Board. This policy applies only to NAMI scholarships and is not intended to place any restriction on other funding that candidates may secure.

6.7.4.4 Nominators' and Candidates' Acknowledgement

Both nominators and candidates will be provided with a copy of sections 6.74.1, 6.7.4.2 and 6.7.4.3 at the time of nomination. For nominators this is intended to be part of the character reference inherent in making a nomination. Nominators will be asked to affirm that they believe the candidate they are putting forward will conduct them self in accordance with these standards. Candidates will be asked to affirm that same intent as part of the certification process.

6.7.5 Voting procedures

The Annual Meeting of the members of the corporation shall be held in the summer unless otherwise directed by the Board of Directors, on such dates and at such place as the Board of Directors shall designate. Voting members representing twenty (20) percent of the voting power of the membership shall constitute a quorum at any meeting of the members. Voting members shall designate delegates to vote at the Annual Meeting. Voting members may be represented by written proxy. The delegates shall act by majority vote at any meeting of the voting members at which a quorum is present, except as may be specifically provided to the contrary elsewhere in NAMI's Bylaws.

6.7.5.1 Receipt of Nominations

Recognizing that the inconsistent language of the bylaws allows for various interpretations of the precise deadline for receipt of nominations, it is the Board's policy to require that nominations be received at the NAMI office by the date specified as 90 days prior to commencement of the Annual Meeting.

6.7.5.2 Confirmation

Upon receipt of a nomination, staff record the date of receipt and confirm that the nominee is a member and that the nominator is in good standing, completing this task prior to close of the 90-days-prior-to-annual-meeting deadline. Confirmation is sent to both the nominee and nominator. Nominees are asked to provide written certification of their willingness to be nominated and to serve if elected.

6.7.5.3 Communication with Candidates

The Election chair and assigned staff maintain regular communication with nominees, helping to introduce them to the work of the NAMI organization and its Board. Systems to ensure that all candidates receive the same information in the same time and manner are instituted for fairness, including a "candidates' information call" immediately upon close of nominations, and creation of an e-mail group to communicate regularly with all candidates. Questions asked by one candidate will be answered to all candidates.

6.7.5.4 Voting Packets

Voting packets are mailed to every affiliate and state organization in good standing in accord with the bylaws requirement for notice to members. Materials are also posted on the NAMI Web site (www.nami.org/voting).

6.7.5.5 Credentialing

The process of selecting which method a group will use to cast its vote and who will serve as delegate or proxy is called "credentialing". Affiliates and State Organizations in good standing for purposes of voting are asked to identify a delegate or proxy to vote on their behalf and determine if the ballot will be cast absentee or onsite. All Affiliates and State Organizations must credential to vote.

6.7.5.6 Voting

All Affiliates and State Organizations in good standing are eligible to vote. Voting will be conducted using an online voting system which allows for voting onsite or by absentee ballot. Affiliates and Organizations that will not have a representative at the Convention may also vote via absentee ballot. Those delegates whose Affiliate or State Organization is in good standing but who did not meet the credentialing deadlines may still seek to vote onsite. Every effort will be made to make this possible, assuming verification of the individual's role and identity can be confirmed.

6.7.5.7 Election Day

Voting onsite during the election at the Annual Meeting of the membership shall take place, at a time and location onsite designated by the Elections Chair. Voting shall be supervised by the Elections Chair and staff designated for such purpose by the Chief Executive Officer, provided that directors who are not candidates may assist during voting.

Votes shall be counted electronically immediately at a secure location after the voting ends. Candidates may designate, in writing a person to serve as an observer during the vote count. The name and contact information for the vote watcher must be provided to staff designated for such purpose by the Chief Executive Officer at least 24 hours before the voting room opens.

Subject to the provisions of Section 6.7.2 of these Policies and Procedures, the five candidates receiving the most votes shall be declared to be elected. Immediately following completion of the vote count, the Elections Chair shall notify only the outgoing President, staff designated for such purpose by the Chief Executive Officer and candidates of the election outcome, provided that actual individual vote counts shall not be disclosed. Any matter of dispute related to the election shall be referred to the Elections Chair whose decision shall be final and binding. Voting records shall be secured, kept confidential and maintained by the Election Moderator for a period of not less than three years following the election.

6.7.5.8 Announcing Results

Election results are announced at the annual business meeting, the morning after the election. In keeping with long-standing practices, individual vote tallies of the candidates will not be disclosed.

6.8 Review of IRS form 990

The full Board must review and approve NAMI's IRS Form 990 prior to its submission.

6.9 Annual Review of Bylaws

Prior to each annual deadline for submission of bylaws amendments, NAMI shall seek legal review of its bylaws to ensure compliance with applicable law. In the event that amendments are needed to ensure such alignment, the NAMI Board shall propose those amendments to the membership for consideration at the upcoming annual meeting.

7 Whistle Blower Policy

7.1 Purpose

This Whistleblower Policy applies to “Covered Persons” who consist of NAMI directors, employees, persons seeking employment, volunteers, agents, persons doing business with NAMI and persons seeking to do business with NAMI. Covered Persons are expected to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Covered Persons are also expected to practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. This Whistleblower Policy establishes protections for Covered Persons who make good faith complaints about Covered Conduct, as defined in Section 7.2 of these Policies and Procedures, from retaliation, harassment, or adverse employment consequences as a result of making such complaints. This Whistleblower Policy also encourages and enables Covered Persons to raise serious concerns with the Board prior to seeking resolution outside NAMI. This Whistleblower Policy shall not prevent the Chief Executive Officer of NAMI from promulgating personnel policies or other administrative policies for employees, persons seeking employment, volunteers, agents, those doing business with NAMI and those seeking to do business with NAMI that are more extensive than this policy.

7.2 Conduct to Be Reported Under the Policy

For purposes of this Whistleblower Policy, “Covered Conduct” means (a) questionable or improper accounting or auditing practices or actions and circumvention of or attempts to circumvent internal accounting or auditing controls, (b) breach of the duties of integrity, loyalty and confidentiality, and (c) violation and suspected violation of applicable law. The procedure set forth in this policy does not pertain to alleged violations of NAMI’s Equal Employment Opportunity Policy or violations of its Harassment policy. Complaints regarding allegations of either of those policies should be reported through the procedure set forth in the respective policy.

7.3 Reporting Responsibility and Procedure

Reports made to any Director regarding Covered Conduct will be reported by the Director in writing to the Board President or, in the event the complaint contains allegations about conduct of the Board President, to the Board First Vice President. All reports will be promptly investigated, and appropriate corrective action will be taken as warranted by the investigation. Within two weeks of the Board President’s or Board First Vice President’s receipt of the complaint, the complainant will be sent confirmation that the complaint has been received and an investigation is underway. The complainant will receive a written notification of the completion of the investigation and confirmation that, if warranted, appropriate corrective action has been taken.

7.4 No Retaliation

Harassment, retaliation or adverse employment consequence against any Covered Person who in good faith makes a complaint under this policy is strictly prohibited. The Board will take appropriate steps to stop any such harassment, retaliation or adverse employment consequence. An employee who engages in such retaliation is subject to discipline up to and including termination of employment. Complaints regarding retaliation will be handled in the same manner set forth in the preceding section concerning complaints about Covered Conduct.

7.5 Acting in Good Faith

For purposes of this Whistleblower Policy, “good faith” means reasonable grounds for believing the information disclosed in the complaint supports a finding that Covered Conduct has occurred. Any good faith complaint is fully protected by this policy, even if the complaint is, after investigation, not substantiated. Any employee who makes a complaint that he or she knows to be false, or to be made with reckless disregard for the truth or falsity of the complaint, will be subject to disciplinary action up to and including termination.

7.6 Confidentiality

Complaints may be submitted on a confidential basis by the complainant or may be submitted anonymously. Complaints will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation and Board’s obligation to abide by applicable laws or comply with subpoenas and court orders.

8 Development/Fundraising

8.1 Development Fundraising Directive

The NAMI Board of Directors adopts the Standards for Charitable Solicitations (“Standards”) set forth by the Better Business Bureaus as a fundraising code of ethics to govern such activities by NAMI.

The Standards assume that full and accurate disclosure of all information which a potential donor needs, or reasonably wants to know, will benefit both NAMI and the general public. They are not intended to restrict fundraising efforts, but rather to enhance the effectiveness of NAMI’s public solicitations.

8.2 Planned Giving Program: Enabling Policy

It is the policy of the Board of Directors of NAMI, through the operation of the Planned Giving Program, to offer donors the opportunity to make gifts other than cash. A major portion of the funds acquired by the Planned Giving Program will be directed to the Endowment Fund. The Planned Giving Program may also supplement, enhance and support other development activities of NAMI.

8.2.1 Gift Acceptance Policy

8.2.1.1 Purpose

This policy provides guidelines for staff who deal with gifts, to outside advisors who assist in the gift planning process, and to prospective donors who want to make gifts to NAMI. It is intended only as a guide and allows for some flexibility on a case-by-case basis.

8.2.1.2 Cash

Checks shall be made payable to NAMI. In no event shall a check be made payable to an individual who represents NAMI.

8.2.1.3 Publicly Traded Securities

Readily marketable securities, such as those traded on a stock exchange, can be accepted by NAMI.

For NAMI gift crediting purposes, and in accord with IRS policy, the value of the gift is the median of the high and low prices on the date of the gift.

Unless there are compelling reasons to the contrary, gifted securities will be sold immediately upon receipt.

8.2.1.4 Closely Held Securities

Before closely held securities are accepted, NAMI shall explore methods of liquidating them through redemption or sale. A representative of NAMI shall contact the closely held corporation to estimate their fair market value, and/or whether there are any restrictions to transfer.

Non-publicly traded securities may be accepted after consultation with NAMI's Accounting Department, its attorneys and the Finance & Audit Committee.

8.2.1.5 Real Estate

Before gifts of real estate can be accepted, they must be reviewed by NAMI staff and such experts as they may deem appropriate, to determine whether the donation is appropriate for NAMI.

A member of the staff must conduct a visual inspection of the property. If the property is located in a geographically isolated area, a local real estate broker can substitute for a member of the staff in conducting the visual inspection.

The donor is responsible for obtaining a qualified appraisal and an environmental audit of the property, the cost to be borne by the donor.

Because gifts of real estate are expensive to process, NAMI prefers gifts whose value and marketability make them acceptable.

The donor must provide the following documents:

- Real estate deed
- Real estate tax bill
- Plot plan
- Substantiation of zoning status
- Or other documents as required.

The donor may be asked to pay for all or a portion of the following costs while the property is being held for sale by NAMI:

- Maintenance costs
- Real estate taxes
- Insurance
- Real estate broker's commission and other costs of sale
- Appraisal costs

8.2.1.6 Life Insurance

NAMI will accept life insurance policies as gifts only when NAMI is named as the owner and beneficiary of 100% of the policy.

8.2.1.7 Gifts of Tangible Personal Property

Gifts of jewelry, artwork, collections, equipment, and software shall be accepted after approval by NAMI's CFO.

NAMI may require that a qualified outside appraiser value the gift before it is accepted.

NAMI shall follow all IRS requirements related to disposing of gifts of tangible personal property and filing appropriate forms.

8.2.1.8 Charitable Gift Annuities

Administrative fees shall be paid from the income earned on a charitable gift annuity.

There shall be no more than 2 beneficiaries on a charitable gift annuity.

The minimum gift accepted to establish a charitable gift annuity is \$50,000.

No income beneficiary for a charitable gift annuity shall be younger than 65 years of age.

NAMI will not exceed the American Council on Gift Annuities suggested rates.

8.2.1.9 Deferred Payment Gift Annuities

Administrative fees shall be paid from the income earned on the charitable gift annuity.

There shall be no more than 2 beneficiaries on a deferred gift annuity.

The minimum gift accepted to establish a deferred gift annuity for a beneficiary 65 years of age is \$50,000 or \$25,000 for a beneficiary 85 and older.

No income beneficiary for a deferred gift annuity shall be younger than 65 years of age.

NAMI will not exceed the American Council on Gift Annuities suggested rates.

8.2.1.10 Bequests

Assets, transferred through bequests, that have immediate value to NAMI or that can be liquidated shall be encouraged by the development staff. Gifts that appear to require more cost than benefit shall be discouraged or declined.

8.2.1.11 Administrative Issues

NAMI shall not act as an executor (personal representative) for a donor's estate.

NAMI shall not act as trustee or co-trustee of a charitable remainder trust.

NAMI shall not pay for the drafting of legal documents for trusts or wills.

NAMI shall not pay any finder's fee or other fees for directing gifts to the organization.

8.2.2 Endowment Fund Policy

A permanent endowment fund is appealing to donors who are considering major outright or planned gifts because it provides a recognized vehicle for the investment of assets to help NAMI carry out its mission both now, and in the future.

8.2.2.1 Definition

The term "endowment" includes all gifts and bequests which are to be used to support the programs of NAMI in perpetuity.

For the sake of this document the term refers only to "true endowments".

8.2.2.2 Capital Structure

A segregated account will be established for gifts that have been earmarked for endowment.

8.2.2.3 Marketing & Donor Relations

To establish a named endowment fund, a minimum of \$100,000 is required. However, gifts of any amount can be made for inclusion in the general endowment fund.

Upon request, donors will receive an annual report detailing the investment performance and use of the fund.

8.3 Investment/Reserve/Charitable Gift Annuity/Endowment Funds Investment Policy

8.3.2 Purpose

The purpose of this investment Policy Statement is to establish a clear understanding between the Finance & Audit Committee, NAMI staff, and investment consultants about the investment philosophy, objectives and policies applicable to the NAMI investment portfolio.

This investment policy statement:

1. Establishes reasonable expectations, objectives and guidelines for the investment of assets;
2. Sets forth an investment structure listing permitted funds and associated investment assumptions for each fund;
3. Describes the allowable asset classes and expected allocation among asset classes;
4. Encourages effective communication between Staff, Consultants, and the Finance & Audit Committee; and
5. Creates the framework for a diversified asset mix that can be expected to generate acceptable returns at a suitable level of risk and meet all legal requirements.

8.3.3 Overview:

The NAMI Finance & Audit Committee authorizes the establishment of four investment funds:

8.3.3.1 Investment Fund

The Investment Fund is expected to maximize the return on funds that are not immediately needed for operations but are not set in reserve. The investment time frame for the Investment Fund is one year or less. A periodic review of the operating accounts will be made by the accounting staff. When demand deposit operating balances exceed two months operating expenses of the annual budget, the funds exceeding that ceiling will be transferred and invested in the Investment Fund. Any transfer of funds from the demand deposit operating accounts, to or from the Investment Fund, require notification of the Treasurer.

8.3.3.2 Reserve Fund

The Reserve Fund is used for investments held in reserve that are designated and restricted by the NAMI Board of Directors. This Reserve Fund should be equal to or greater than 25% of the current fiscal year total unrestricted operating expenses. If the reserve fund equals less than 25% of unrestricted operating expenses, contributions of 50% of the annual gross unrestricted cash receipts should be allocated to the Reserve Fund to meet the shortfall.

8.3.3.3 Charitable Gift Annuity Fund

The Charitable Gift Annuity Fund will hold all funds from charitable gift annuity contracts. The Investment goal of this fund will be to earn a return greater than the payout requirement of the annuity contracts in order to preserve the donor's initial contribution. Each annuity will be restated annually to reflect principal and earnings balances. Shortfalls of an annuity will be allocated across the entire fund. Only when an annuity is retired can the remaining principal and earnings be transferred to the operating accounts.

8.3.3.4 Endowment Fund

The Endowment Fund will provide a sound financial base from which additional funds may be drawn in perpetuity and will meet the requirements of all contributions made as an endowment. Withdrawals from this fund are limited to one-half of fund earnings in any given fiscal year but must also meet any current legal withdrawal requirements.

8.3.4 Authority

The Finance & Audit Committee of NAMI will act as a fiduciary with regard to investing the assets of NAMI. The Finance & Audit Committee will retain a certified investment consultant, a "prudent expert," to assist with the management and the day-to-day review of the invested assets.

Authorized Decision Maker: Finance & Audit Committee

8.4 Investment Consultants

To be chosen by the Board of Directors.

Effective December 2006, the Board has chosen Smith Barney.

8.5 Overall Investment Target

The overall investment objectives for the aggregate investments under this Investment Policy Statement, shall be to achieve an average annual rate of return that equals the Consumer Price Index plus 5%

See NAMI Investment Policy (approved December 2006) for particulars of each fund

8.6 Guidelines for Corporate Relationships

8.6.1 Introduction

NAMI enters into relationships with corporations, other businesses and professional associations to provide meaningful mission-related benefits to its members, mental health professionals and the general public. Benefits include health education, information, disease awareness, advocacy and resources.

NAMI seeks and secures such direct and in-kind financial support in order to fund programs and services. Some of these funders are pharmaceutical, managed behavioral

healthcare, other health related businesses or associations that make products or offer services used by people with mental illness or the professionals who serve them. NAMI believes it is not only ethically sound but also equitable to engage such support of NAMI's programs designed to benefit people with mental illness, so long as such relationships do not compromise or otherwise inappropriately influence the policies and operations of NAMI.

NAMI is committed to avoiding conflicts of interest or the appearance of conflicts of interest in all of its relationships, including those with any corporate, other business or professional association funders. Therefore, NAMI's Board of Directors has determined that accepting such support, as well as NAMI's relationship to these donors, shall be guided by the principles provided under Sections 8.6.2 through 8.6.5 of these Policies and Procedures.

8.6.2 Definition of Acceptable Business Support Relationships

The following terms help to define the nature of corporate, other business, or professional association relationships and acceptable forms of such relationships:

8.6.3 Sponsorships

A "sponsorship" is a corporate, other business or professional association funder that provides unrestricted educational grants of financial or in-kind support for a specific NAMI activity or program that could include peer support, education, research, awareness, and fundraising. Typically, a sponsorship provides for recognition of the entity providing the support.

8.6.3.1 Strategic Alliance

A "strategic alliance" is an agreed-upon relationship between NAMI and a corporate, other business or professional association sponsor to carry out NAMI's defined goals. Under no circumstance may the funder implicitly or explicitly use such an alliance as an endorsement of their products or services. (An example would be where NAMI provides a health education message or service that is delivered or supported by a company or association where the purpose is to improve health information, awareness and outcomes related to mental illness.)

8.6.3.2 Cause Marketing

"Cause marketing" is where a corporate, other business or professional association sponsor supports NAMI or a particular cause formally supported by NAMI by providing unrestricted financial donations, in-kind assistance or other resources. The sponsor may gain public recognition for such public support of NAMI but may not tie this support to any commercial return or other financial benefit to the sponsor.

8.6.4 Excluded Activity

NAMI **shall not** engage in the following types of relationships with corporate, other business or professional association funders:

8.6.4.1 Endorsement

NAMI will not endorse, license, certify, or in any way imply support for any sponsor's product, service or program, including recognizing or certifying the quality or standards of any particular product, service, or program.

8.6.4.2 Product Association

NAMI's name and logo may not be associated with specific branded products. References to NAMI's website, phone number or address for the purposes of referral to NAMI may be permitted with NAMI's written approval.

8.6.5 Guiding Principles for Corporate Relationships

1. NAMI shall at all times maintain an independent position on issues affecting the welfare of people with mental illness. The potential effect of such positions on the commercial interests of any sponsor shall not be a relevant factor in the NAMI's decision-making process.
2. NAMI will solicit and accept support only for projects and activities that are consistent with its mission.
3. NAMI will accept funds for projects relating to the communication of information only when it has final editorial approval over content and distribution.
4. NAMI will neither endorse nor accept conditions that allow the perception that NAMI endorses any products, devices, treatments or services NAMI may require a disclaimer explicitly stating this policy be included in any publication;
5. NAMI will accept support for projects or programs only with assurances that the privacy of people with mental illness and their families will be protected, including requiring specific, prior written permission in order to waive such privacy.
6. NAMI will accept support for professional meetings and symposia only when the program content and selection of speakers are approved by NAMI or an independent body designated for that purpose by NAMI.
7. NAMI shall, at all times, maintain complete control and sole discretion over all funds received.
8. NAMI will ensure that programs for which it accepts funding do not adversely affect NAMI's nonprofit, tax-exempt status.
9. The use of NAMI's name and logo in any print, electronic or other form not produced by NAMI is not permitted without specific, prior written permission from NAMI.
10. Corporate, other business and professional association sponsors, as well as their agents, vendors and trade associations, are expected to work collaboratively with NAMI's national office on issues directly affecting NAMI state organizations and local affiliates.
11. NAMI retains sole discretion with regard to how the support it receives in the form of educational grants or in-kind gifts from corporate, other business or professional association sponsors will be applied, invested or expended.

8.6.6 Affirmative Disclosure

NAMI will, unless otherwise prohibited by law, disclose the sources of financial support it receives from corporations, other businesses and professional associations as listed in the annual filing of IRS Form 990, which will be posted on the NAMI Web site.

8.7 Revenue Sharing with Local and State NAMI's

NAMI is committed to reducing potential friction created by competing local, state, and national fundraising projects. It is NAMI's policy that agreements governing the sharing of revenue between the national, state, and local organizations must be negotiated for all joint fundraising efforts. The particulars of these agreements will be developed on a case-by-case basis.

9 Appendix A – Board Committees’ Strategic Plan Oversight Matrix

-- TO BE INSERTED

10 Appendix B - NAMI Advisory Council Operating Procedures

10.1 General Purpose

10.1.1 Authority

NAMI Advisory Councils are organized under the authority of and advisory to the NAMI Board of Directors, communicating to the Board and operating in accordance with the NAMI Board of Directors Operating Policies and Procedures or other policy and procedures as may be adopted by the Board of Directors with respect to the Advisory Councils. As advisory to the NAMI Board of Directors, NAMI Advisory Councils shall act and communicate officially at all times through the NAMI Board of Directors.

10.2 Fiscal Authority

The fiscal year for NAMI Advisory Councils shall be the same as the fiscal year for NAMI. NAMI Advisory Councils shall operate under the fiscal authority of the NAMI Board of Directors and with such funds as may be appropriated by the NAMI Board of Directors and allocated at the direction of the NAMI Chief Executive Officer.

Expenses related to participation of Advisory Council chairs at Board meetings (transportation, housing, meals) may be charged to the Board budget and shall not be charged to the councils.

10.3 Membership

10.3.1 Members

NAMI Advisory Councils shall have Members. Members of the PLC, SMVFC and SPC must be members in good standing of NAMI. Members who may vote to conduct the business of the NAMI Advisory Council are "Voting Members". NAMI Advisory Councils may have "Alternate Members" who may vote only in the absence of the Voting Member. Alternate Members may attend all meetings except NAMI Advisory Council Executive Committee meetings. The NAMI Chief Executive Officer shall designate NAMI staff members who shall serve as liaisons to Advisory Councils and may attend all meetings.

10.3.1.1 Peer Leadership Council (PLC):

The PLC shall consist of one Voting Member and one Alternate Member appointed by the governing board of each NAMI State Organization and the District of Columbia and any territories in which NAMI has a presence. In the event that no NAMI State Organization exists, the presidents of the governing boards of NAMI Affiliates of that state or territory shall elect the Voting Member and Alternate Member. Voting Members and Alternate Members must be members in good standing of NAMI and residents within the state of the appointing NAMI State Organization. All PLC members shall have

personally experienced a mental illness. The PLC-Elected NAMI Director pursuant to section 10.10 of these policies and procedures will serve as an ex-officio non-voting member.

10.3.1.2 Executive Directors Council (EDC):

Membership of the EDC shall consist of NAMI State Organization and NAMI Affiliate Executive Directors. Anyone carrying the title of “executive director” of a NAMI State Organization or NAMI Affiliate, whether acting, interim, paid or unpaid, shall be considered a member of the EDC.

10.3.1.3 Service Members, Veterans and their Families Council (SMVFC):

Membership in the SMVFC shall consist of (a) one Voting Member and one Alternate Member selected by each NAMI State Organization, with advice of NAMI Affiliates in that state, and the District of Columbia and any territories in which NAMI has a presence and (b) five Voting Members that may be designated by the NAMI Board of Directors. In the event that no NAMI State Organization exists, the presidents of the governing boards of NAMI Affiliates of that state or territory shall elect the Voting Member and Alternate Member. Membership shall be open to veterans and active military with mental illnesses, family members of such persons, and others committed to advocating for and helping veterans and active duty military, National Guard and Reserve personnel with mental illnesses and their families. Voting Members and Alternate Members shall at all times be members in good standing of the appointing NAMI organization.

10.3.1.4 State Presidents Council (SPC):

The SPC membership shall consist of the NAMI State Organization President and one Alternate Member for every state. The Alternate Member shall be selected by the governing board of the NAMI State Organization from the group comprising the voting members of the governing board of the NAMI State Organization and the immediate Past President. Voting Members and Alternate Members shall at all times be members in good standing of the NAMI State Organization.

10.3.2 Notice of Appointments

Notice of appointments to NAMI Advisory Councils shall be given in writing by the President or Executive Director of the appointing NAMI organization to the NAMI Chief Executive Officer, or his or her designee, not less than sixty days prior to commencement of the NAMI annual meeting. In the event that notice of any appointment is not timely received, the NAMI Chief Executive Officer, or his or her designee, shall promptly inform the NAMI Board of Directors of the vacancy.

10.3.3 Membership Term

NAMI Advisory Council members shall serve for a specific term, as follows:

10.3.3.1 Peer Leadership Council:

Voting Members and Alternate Members serve for a two-year term or until his or her successor is duly appointed. Members shall not serve more than two consecutive terms.

10.3.3.2 Executive Directors Council:

Members serve for the duration of their status as Executive Director of the respective NAMI State Organization or NAMI Affiliate.

10.3.3.3 Service Members, Veterans and their Families Council:

Voting Members and Alternate Members serve for a two-year term or until his or her successor is duly appointed. Members shall not serve for more than two consecutive terms.

10.3.3.4 State Presidents Council:

Voting Members, by virtue of their positions, serve as long as they hold office. Alternate Members serve for a two-year term or until his or her successor is duly appointed.

10.3.4 Vacancy

In the event of a vacancy of a Voting Member or Alternate Member not serving by virtue of their employment as NAMI State Organization or NAMI Affiliate Executive Director, the governing board of the respective NAMI State Organization shall select a successor to serve for the balance of the term of the Voting Member or Alternate Member and promptly notify the designated NAMI staff liaison of the name of such successor.

10.4 Meetings

10.4.1 Annual Meeting

The annual meetings of NAMI Advisory Councils shall be held in conjunction with the NAMI annual meeting. Other meetings may be called by majority vote of each NAMI Advisory Council's Executive Committee.

10.4.2 Notice of Meeting

The NAMI Advisory Council secretary, or other Council officer designated by the chair, shall give written notice of any meeting, including a copy of any materials to be voted on at the meeting. The notice and materials shall be mailed to each respective NAMI Advisory Council member at least 15 days prior to the date of the meeting. Information can be sent by electronic means to members with e-mail addresses.

10.4.3 Quorum

A meeting quorum shall consist of a minimum of 25 percent of the Voting Members of each NAMI Advisory Council.

10.4.4 Voting

All questions shall be decided by a majority vote of the NAMI Advisory Council Voting Members present, provided that there shall be a quorum at the time of voting.

10.4.5 Additional Meetings

NAMI Advisory Councils may hold additional meetings to exchange information. A quorum is not necessary for informational meetings where no vote on any matter is to be taken.

10.5 Officers

10.5.1 Membership

All Advisory Council officers shall be members of their respective Advisory Council.

10.5.1.1 Peer Leadership Council:

Officers are considered members of their respective Advisory Councils for the duration of their term of office and may vote in Council matters for the duration of their term in office.

10.5.1.2 Executive Directors Council:

Officers are considered members of their respective Advisory Councils and may vote in Council matters only as long as they serve as Executive Director of a NAMI State Organization or NAMI Affiliate.

10.5.1.3 Service Members, Veterans and their Families Council:

Officers are considered members of their respective Advisory Councils for the duration of their term of office and may vote in Council matters for the duration of their term in office.

10.5.1.4 State Presidents Council:

Officers are considered members of their respective Advisory Councils for the duration of their term of office and may vote in Council matters for the duration of their term in office.

10.5.2 Terms

NAMI Advisory Councils officers shall serve for a term of two years or until a successor is duly elected or appointed. Officers shall not serve more than two consecutive terms in the same office.

10.5.2.1 Peer Leadership Council:

Officers shall be Chair, First Vice Chair, Second Vice Chair, Secretary and Immediate Past Chair. The Immediate Past Chair serves in an *ex officio* non-voting capacity.

10.5.2.2 Executive Directors Council:

Officers shall be Chair, First Vice Chair, Second Vice Chair, Secretary and Immediate Past Chair. The Immediate Past Chair serves in an *ex officio* non-voting capacity.

10.5.2.3 Service Members, Veterans and their Families Council:

Officers shall be Chair, First Vice Chair, Second Vice Chair, Secretary and the Immediate Past Chair. The Immediate Past Chair serves in an *ex officio* non-voting capacity.

10.5.2.4 State Presidents Council:

Officers shall be Chair, First Vice Chair, Second Vice Chair, Secretary and the Immediate Past Chair. The Immediate Past Chair serves in an *ex officio* non-voting capacity.

10.5.3 Chair

NAMI Advisory Council Chairs shall preside at all meetings, appoint all members and chairs of any committees, serve as an *ex officio* non-voting member of all committees, and otherwise perform such duties as the respective NAMI Advisory Council may determine. In the event of the death, incapacity or inability of the Chair, the First Vice Chair, then the Second Vice Chair, shall perform the duties of the Chair. NAMI Advisory Council chairs shall serve as *ex officio* non-voting representatives to the NAMI Board of Directors. The Chair shall report to the NAMI Board of Directors in writing, through the designated NAMI staff liaison and in accordance with a required reporting format, prior to each regular meeting of the NAMI Board. The NAMI Board of Directors shall include the report on the agenda of the meeting and provide an opportunity for comment by the NAMI Advisory Council Chairs at the time the reports are taken up by the NAMI Board of Directors.

10.5.4 Vice Chairs

In the event of the death, absence, incapacity, inability or refusal to act of the Chair, then the first Vice Chair, then the second Vice Chair, shall perform such other duties and exercise such other authority as may be from time to time imposed upon or assigned to them by the Board of Directors.

10.5.5 Secretary

NAMI Advisory Council Secretaries shall provide for a written record of the minutes of all meetings and cause required notice to be given of all meetings. The secretary will provide the minutes to the chair for review within 15 days of the meeting and prepare for approval at the next meeting of the council.

10.5.6 Election of Officers

NAMI Advisory Council officers shall be elected at the respective NAMI Advisory Council business meeting either by online electronic vote in advance of the Council Business Meeting or, in the case where only one candidate is nominated for each officer role, approval by acclimation by those attending the Council Business Meeting, provided quorum of 25% will be met under either method. The Executive Committee for each council will determine which method of voting works best.

10.5.6.1 Call for Nominations

To coincide with the call for nominations to the NAMI Board of Directors, each Council Chair shall issue a call for nominations of candidates for the officers of respective Executive Committee of each council. The call for candidates shall close 90 days before the Annual Meeting of NAMI membership.

10.5.6.2 Voting Roster for Election of Officers

To coincide with the call for nominations to the NAMI Board of Directors, each Council Chair will work with the staff liaison of their respective council to determine which members of the council will be eligible to vote. The staff liaison will provide the chair with the current list of council members, noting which members are representatives and which are alternates. For EDC, the list will include all known State Organization and Affiliate. Chairs are encouraged to reach out to members to confirm their willingness to participate in the elections process, and also to fill vacancies where they are noted. The voting roster must be final by 70 days before the Annual Meeting of NAMI Membership.

10.5.6.3 Candidates

Candidates may be nominated by any voting member of the council on which they serve. Candidates may nominate themselves. Candidates must be considered voting members of the council, and, for PLC, SPC and SMVFC, must a member in good standing of NAMI.

10.5.6.4 Candidacy Process

10.5.6.4.1 All candidates must complete a questionnaire highlighting the relevant skills and experience they would bring to the Executive Committee, as well as the reasons they want to serve in the specific role for which they are nominated. These questionnaires must be completed within 15 days of the close of the call for nominations.

10.5.6.4.2 The Chair of each council will, in coordination with that council's staff liaison, compile all the questionnaire responses for each office role into a Candidate Profiles document. Each council chair will then circulate the Candidate Profiles document to the entire membership of each council 15 days after the date due to be completed by candidates.

10.5.6.4.3 During the May teleconference of each council, the candidates for each office will be provided an opportunity to speak to the council membership about their candidacy. A set time will be allotted to each candidate to speak.

10.5.6.5 Voting for Officers

Based on the slate of officers presented for the incoming Executive Committee, the current Executive Committee will determine how they wish to conduct the voting process. The two options are online electronic vote in advance of the Business Meeting or, in the instance that only one person is nominated for each officer role, onsite approval by acclamation at the start of the Business Meeting. A quorum of 25% of voting members is required to confirm the election of officers in all instances.

10.5.6.5.1 Online Electronic Vote

If electronic voting is to be the method used, the timeline will be as follows:

- Once the candidates are finalized and the voting roster is set, the staff liaison in coordination with Manager, Governance and Membership will set up the online electronic ballot. The chair and secretary of each current Executive Committee will be provided a list of all the login credentials for each voting member.*
- 45 days before the annual meeting, the online electronic voting system will launch.*
- In coordination with the staff liaison, an email will be sent to all voting members with a link to the online electronic voting system and the login credentials for each member.*
- The online electronic voting process will close 30 days after launch.*
- The staff liaison will inform the current council chairs of the results of the voting. The candidates receiving the most votes for a specific office will be declared the winner.*
- If there is a tie, a runoff election will be launched immediately that will be open for one week. Following the same process as with the first election, staff will set up the runoff election, provide the credentials to the chair and secretary and send an email with the link to the election and the credentials. In the runoff election, the chair will refrain from voting, reserving that vote to break a tie.*
- At the discretion of the council chair, results of the online voting may be announced prior to the Business Meeting or at the start of the Business Meeting onsite.*

10.5.6.5.2 Approval by Acclimation

If only one candidate is nominated for each office role, the executive committee may decide to bring forth the slate onsite at the start of the Business Meeting for approval by acclimation.

- The chair will send an announcement to the membership of the council of the decision to present the slate of candidates at the start of the Business Meeting indicating the intent to approve the new executive committee by acclimation.*
- On the day of the Business Meeting, provide quorum of 25% of members is in attendance, the chair will present the slate of candidates to the voting membership. A call for approval, disapproval and abstentions will be issued. If the voice vote is in the majority for approval, the slate will be determined elected as the new executive committee.*

10.5.7 Orientation

If time allows, the new NAMI Advisory Council Chairs, the past NAMI Advisory Council Chairs and a NAMI staff member from Governance & Membership will have a brief joint orientation meeting after the election of new NAMI Advisory Council officers at the annual meeting. NAMI Advisory Council Chairs shall be provided with documents and forms relevant to their duties, including Sections 5.3 and 10 of these Board Operating

Policies and Procedures. If orientation doesn't occur after the business meetings, then one will be conducted virtually shortly after the annual meeting.

10.5.8 Vacancy

Any vacancy among the officers shall be filled by majority vote of the other respective NAMI Advisory Council officers. Vacancy appointees shall serve for the balance of the term. A vacancy is any prolonged absence from official duties that, in the estimation of the other officers, has a detrimental impact on the Council's ability to conduct business.

10.6 Committees

10.6.1 Executive Committee

Each NAMI Advisory Council chair shall serve as chair of the respective Executive Committee and each NAMI Advisory Council secretary shall serve as the secretary of the respective Executive Committee. A majority of the voting members of the Executive Committee shall constitute a quorum. The Executive Committee shall act for and on behalf of the NAMI Advisory Councils during intervals between meetings of the respective NAMI Advisory Council. Minutes of NAMI Advisory Council Executive Committee meetings shall be reported at the next meeting of the respective NAMI Advisory Council.

10.6.1.1 Peer Leadership Council (PLC):

The Executive Committee shall consist of the officers of the PLC and the PLC-Elected Director pursuant to section 10.10 of these policies and procedures who will serve as an *ex officio* non-voting member of the PLC Executive Committee.

10.6.1.2 Executive Directors Council (EDC):

The Executive Committee shall consist of the officers of the EDC.

10.6.1.3 Service Members, Veterans and their Families Council (SMVFC):

The Executive Committee shall consist of the officers of the SMVFC.

10.6.1.4 State Presidents Council:

The Executive Committee shall consist of the officers of the SPC.

10.6.2 Standing Committees

NAMI Advisory Councils may establish standing committees as the council deems necessary, provided the Nominating Committee is among those committees. NAMI Advisory Council Chairs shall appoint the members and chairs of any standing committees. The chair of each committee shall convene such meetings as may be necessary and cause minutes to be kept of all meetings. Meeting minutes shall be distributed in writing to the respective NAMI Advisory Council following each committee meeting. Committee minutes shall be reported for information purposes at the next meeting of the respective NAMI Advisory Council.

10.6.3 Advisory Committees

NAMI Advisory Council Chairs may appoint ad hoc advisory committees as the Chair deems necessary, provided that the Chair shall give written notice of such appointments to the members of the respective NAMI Advisory Council. The chair of each committee shall convene such meetings as may be necessary and cause minutes to be kept of all meetings. Meeting minutes shall be distributed in writing to the respective NAMI Advisory Council following each committee meeting. Committee minutes shall be reported for information purposes at the next meeting of the respective NAMI Advisory Council.

10.7 Rules of Procedure

10.7.1 Governing Procedures

NAMI Advisory Councils shall be governed by these Operating Procedures and the NAMI Board of Directors Operating Policies and Procedures, including, but not limited to, matters of confidentiality, ethics, conflict of interest, travel, expense reimbursement and corporate relationships. In the event of a conflict between these Operating Procedures and the NAMI Board Operating Policies and Procedures, the latter shall prevail.

10.7.2 Amendments

NAMI Advisory Councils may, by majority vote of the Voting Members, propose amendments to these policies and procedures for consideration by the NAMI Board of Directors. Any amendment otherwise considered by the NAMI Board of Directors shall be submitted in writing to the involved NAMI Advisory Council for review and comment not less than 60 days prior to any final action by the NAMI Board of Directors.

10.8 Roles and Responsibilities of NAMI Advisory Councils Chairs and NAMI Staff Liaisons

Each of the NAMI Advisory Councils shall have the support of a NAMI staff liaison.

The staff liaison reports directly to his or her immediate supervisor at NAMI and provides limited assistance to an assigned council as set out in these Policies and Procedures.

10.8.1 Roles

Council Chair

- Day to day conduct of council business, including monthly conference calls and quarterly joint council calls
- Orientation of new council members to include: use of listserv, SharePoint, meeting schedules, established ground rules for teleconference and listserv conduct, use of discussion groups and Facebook groups, if applicable
- Conduct bi-annual elections
- Point of contact to assigned NAMI Staff Liaison
- Attendance at quarterly Bboard of Directors meetings and assigned monthly Board committee meetings
- Provide written quarterly report to NAMI Board of Directors
- Aid in the dissemination of information from the NAMI Board of Directors and national staff to their respective constituencies

Staff Liaison

- Ensure that a system for tracking council membership is in place
- Establish SharePoint access for new council members
- Provide quarterly updates on council membership to Council Chair via their dedicated Share Point site on a regular basis, including NAMI membership status of council members
- Message distribution via council listserv
- Provide overview of SharePoint use to Council leadership, to include tips, hints and templates
- Assist in drafting and distribution of annual letter to State Presidents recruiting representatives, including information by state on council membership
- Support Council Chair, as outlined in these procedures, with
 - Monthly teleconference meetings of the council
 - the annual business meeting of the council
 - bi-annual council elections

Note: NAMI staff liaisons will not provide support to Executive Committee or other Committee meetings scheduled by the Advisory Councils.

State Organization/Affiliate Leadership

- Recruit and name representatives to the councils
- Designate council representatives in NAMI 360

Board President and Governance Chair

- Draft annual letter to State Organization Presidents encouraging full representation on all councils, including status of representation on each council

10.8.2 NAMI Staff Provides Orientation to New Council Chairs

Within 60 days of bi-annual council elections, NAMI will provide a virtual orientation to council leadership. Required attendees include: NAMI staff person that oversees governance, assigned staff liaisons for each Council, Chairperson of each council.

New Council Chairs orientation shall include, but not be limited to:

- Councils' Role and Responsibilities
 - Including managing council management of communication among its members
- Council Chair's Role and Responsibilities
- Other Council officers' functions and duties
- Description of how councils and staff liaisons work together
- Staff Liaisons' functions
- Purpose of council listservs
- Calendar of teleconferences, events, elections, and awards in which Councils participate
- Templates for carrying out core functions (agenda, minutes, request forms etc.)
- SharePoint training

10.8.3 Advisory Council Teleconferences

Each Council has the use of the NAMI teleconference system to conduct business and ensure regular communications with its members.

- Each Council holds eight monthly calls in a year.
- Together, the Councils have a joint call for NAMI staff updates quarterly.
 - NAMI's Chief Executive Officer and NAMI's Chief Operating Officer shall make every reasonable effort to be available and participate in the joint conference calls of the Advisory Councils. At the direction of the Chief Executive Officer, NAMI staff shall provide limited administrative support for the Advisory Councils as well as work with Advisory Council members to develop program and activities of mutual interest and benefit.

Council responsibility for monthly teleconferences

- Council Chairperson is the point of contact with staff liaison for conference calls, and all Council business
- Two weeks in advance of monthly call Council Chair prepares agenda and shares with NAMI staff liaison
- Council Chair sends out final agenda to the Council
- Council Secretary prepares call minutes that will go out with upcoming call agenda for council approval at the beginning of the next call
- Council Secretary posts the agenda and minutes in Council SharePoint site

Staff Liaison responsibility for monthly teleconferences:

- Staff liaison, if needed, helps recruit NAMI staff who are listed on the draft agenda for updates
- Facilitates the opening of the teleconference line and electronically records the session.
- Contacts teleconference provider if a technical problem occurs during meeting.
- Forwards recording of teleconference to Council Chair and Secretary.

10.8.4 Annual Business Meeting at Convention

- NAMI Staff Liaison provides support to the Council Chair at the annual business meeting.
- Council Chair sends meeting agenda and all documents for the Advisory Council Annual Meeting to the NAMI Staff Liaison according to the timeline set forth by the NAMI Meeting and Events Department;
- The NAMI Staff liaison is responsible for communicating this timeline to the Council Chair and overseeing shipping of annual meeting materials to convention location.
- Council Chair is responsible for running the bi-annual elections, including providing information regarding roles and responsibilities of Executive Committee council service to all potential candidates.

10.9 Communication Guidelines

These guidelines are intended to promote effective communications from advisory council chairs to the assigned staff liaison. The assigned staff liaison should be copied on all requests.

10.9.1 Routine Council Requests.

NAMI Advisory Council chairs routinely interact closely with staff and the work of the council. In order to streamline communication, all requests for staff time and work should come through the NAMI Advisory Council chair. If a request falls within the standard operating of the council (monthly teleconferences, annual business meeting etc.) such requests do not need to be coordinated in advance with the Director, Governance &

Membership. The Director, Governance & Membership, President and Council Chairs will confer periodically on staff time needed for council work to facilitate organizational planning.

10.9.2 Minor Requests.

Council chairs from time to time make minor requests to staff for readily available information (e.g., needing 10-20 minutes for response), separate from council work. These requests do not need to be coordinated in advance with the Director, Governance & Membership. When making such requests to staff, copying or notifying the Director, Governance & Membership is generally recommended.

10.9.3 Other Communications.

A request that would be intended for the staff liaison, and that is more substantial than a routine council request or minor request, should be addressed to the Board of Directors via the formal process designed for this purpose in Section 5.3.1. The Board of Directors can evaluate whether or how to make the request, and discuss workload, prioritization and other considerations with the CEO, as appropriate.

10.9.3.1 Action Recommendations for Board/Technical Assistance Request

An Advisory Council may have an action recommendation for the Board or a request for technical assistance. Procedure:

- The Council chair will complete the NAMI Council Request form and submit it to the Staff Liaison of their respective council. The request shall be accompanied by minutes from the council meeting where the request was discussed and voted upon by council members.
- The staff liaison will review the request and determine, with consultation of Director of Governance and Membership as needed, whether the request can be fulfilled by staff or needs to be referred to the Executive Committee of the Board.
- If staff is to handle the request, the liaison will work with the council chair to complete.
- If referred to the Executive Committee, in consultation with the CEO, the committee will determine whether to assign to staff, a Board committee, place on hold, or reject the request. Cost and time estimates and suggestions will be key factors in decisions regarding these requests. The Council will be informed of the decision.

NAMI staff will maintain a Council Request Tracking sheet of the open Council requests. This tracking sheet will be shared with the Board and Council chairs quarterly.

10.10 Peer Leadership Council-Elected NAMI Director

At each triennial meeting of the NAMI Peer Leadership Council (PLC), the PLC shall from among its members, elect a member to serve on the NAMI Board of Directors

("NAMI Director") for a term of three years or until his or her successor is duly elected or appointed.

The NAMI Director shall at no time during their board tenure be a PLC officer or NAMI employee. In the event of a vacancy, the PLC Executive Committee shall, by majority vote, appoint a successor to serve until his or her successor is duly elected or appointed. The NAMI Director shall be a full member of the NAMI Board and shall not act as a Peer Leadership Council representative to the NAMI Board.

10.10.1 Nominations

The PLC Chair shall annually issue a call for nominations of candidates from the current membership of the PLC for election as directors at the Annual Meeting of the membership. The call will include the statement from the NAMI Board that describes any areas of need in the composition of the Board in terms of expertise, experience or diversity.

For purposes of this section, "member in good standing" means being current in the payment of dues to a NAMI Affiliate or a NAMI State Organization and to NAMI. Nomination for election of the PLC-elected NAMI Director shall be made by a member in good standing of the current PLC. Each nomination will require a second by an additional member in good standing of the PLC. Self-nomination, or a second for one's own nomination, is prohibited. Each person nominated for director shall be a member in good standing.

Written notice of nomination shall be received by the PLC Chair and staff, designated by the Chief Executive Officer for such purpose, not less than 90 days prior to the commencement of the Annual Meeting of the membership. In accordance with the nomination procedure for election of Board Members by the full membership, NAMI may require a specific procedure for both nominators and those nominated, to accompany such nominations and shall provide that procedure when required.

Upon receipt of each nomination, staff designated by the Chief Executive Officer for such purpose shall promptly record the date of receipt, determine that both the person nominated and the nominator are members in good standing of the PLC, notify the nominee and nominator of such determination or ineligibility for election, and provide each eligible nominee with a form on which the nominee shall confirm by signed written certification that he or she is willing to be nominated, be a candidate for election, agree to terms set forth in the Collegial Culture (6.7.4.2) description and serve if elected. In order for a nominee to remain eligible for election, such certification must be received by staff, designated by the Chief Executive Officer for such purpose, not later than 85 days prior to commencement of the Annual Meeting of the membership.

10.10.2 Voting procedures

The Annual Meeting of the members of the corporation shall be held in the summer unless otherwise directed by the Board of Directors, on such dates and at such place as the Board of Directors shall designate. PLC voting members representing twenty-five

percent (25%) of the voting power of the PLC membership shall constitute a quorum at any meeting of the members. Voting members shall cast a ballot via the online voting system, in person, or can designate delegates to vote at the Annual Meeting. Voting members may be represented by written proxy. The delegates shall act by majority vote at any meeting of the voting members at which a quorum is present, except as may be specifically provided to the contrary elsewhere in NAMI's Bylaws.

10.10.2.1 Receipt of Nominations

Recognizing that the inconsistent language of the bylaws allows for various interpretations of the precise deadline for receipt of nominations, it is the Board's policy to require that nominations be received by the PLC chair and NAMI staff by the date specified as 90 days prior to commencement of the Annual Meeting.

10.10.2.2 Confirmation

Upon receipt of a nomination, staff record the date of receipt and confirm that the nominee is a member and that the nominator is in good standing, completing this task prior to close of the 90-days-prior-to-annual-meeting deadline. Confirmation is sent to both the nominee and nominator. Nominees are asked to provide written certification of their willingness to be nominated and to serve if elected.

10.10.2.3 Communication with Candidates

The PLC chair and assigned staff maintain regular communication with nominees, helping to introduce them to the work of the NAMI organization and its Board. Systems to ensure that all candidates receive the same information in the same time and manner are instituted for fairness, including a brief orientation call shortly after close of nominations to discuss the continued candidacy process and roles as a board member once elected. Questions asked by one candidate will be answered to all candidates.

10.10.2.4 Candidate information packet

Candidate information packets will be distributed to every voting member in good standing.

10.10.2.5 Credentialing

The process of selecting which method a voting member will use to cast a vote or who will serve as delegate or proxy is called "credentialing". Voting members in good standing for purposes of voting are asked to determine if the ballot will be cast absentee or onsite or to identify a delegate or proxy to vote on their behalf. All voting members must credential to vote.

10.10.2.6 Voting

All PLC members in good standing are eligible to vote. Voting will be conducted using an online voting system which allows for voting onsite or by absentee ballot. Voting members that will not have a representative at the Convention may also vote via absentee ballot. Those delegates who did not meet the credentialing deadlines may still seek to

vote onsite. Every effort will be made to make this possible, assuming verification of the individual's role and identity can be confirmed.

10.10.2.7 Election Day

Voting onsite during the election at the Annual Meeting of the membership shall take place at the same time and location onsite as designated by the Elections Chair for the election of Board Members by the NAMI membership. Voting shall be supervised by the Elections Chair, the PLC chair and staff designated for such purpose by the Chief Executive Officer, provided that directors who are not candidates may assist during voting.

Votes shall be counted electronically immediately at a secure location after the voting ends.

The candidate receiving the most votes shall be declared to be elected. Immediately following completion of the vote count, the PLC chair shall notify only the NAMI President, staff designated for such purpose by the Chief Executive Officer and candidates of the election outcome, provided that actual individual vote counts shall not be disclosed. Any matter of dispute related to the election shall be referred to the Elections Chair whose decision shall be final and binding. Voting records shall be secured, kept confidential and maintained by the Election Moderator for a period of not less than three years following the election.

10.10.2.8 Announcing Results

Election results are announced at the annual business meeting, the morning after the election. In keeping with long-standing practices, individual vote tallies of the candidates will not be disclosed.

Document History:

Approved by Board on 03/10/2013

Revision for 2017 approved by Board on 06/27/2017

Revision for 2018 approved by Board on 11/17/2018

11 Appendix C – Charter Agreement

STATE ORGANIZATION CHARTER AGREEMENT

THIS STATE ORGANIZATION CHARTER AGREEMENT (the "Agreement") is made effective the ____ day of _____, 20____, by and between NAMI, Inc. ("NAMI"), a Missouri nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____ ("STATE ORGANIZATION").

The parties hereby agree as follows:

I. Grant of Charter to STATE ORGANIZATION.

A. Charter. NAMI hereby grants to STATE ORGANIZATION a non-exclusive charter to be a NAMI State Organization. For only as long as this Agreement remains in effect, and as is more fully set forth elsewhere herein, STATE ORGANIZATION is authorized to use the name "National Alliance on Mental Illness," the acronym "NAMI," and the logo of NAMI in or in connection with STATE ORGANIZATION's name, acronym and logo, subject to (i) the terms and conditions of this Agreement, and (ii) applicable provisions of NAMI's Articles of Incorporation, Bylaws, State Organization Operations Handbook, National Board of Directors Operating Policies and Procedures and other written guidance promulgated by NAMI, as they may be amended from time to time in NAMI's sole discretion ("NAMI Governing Documents"), which NAMI Governing Documents are incorporated herein and made a part hereof by reference.

B. Term and Termination.

(i) The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by NAMI or surrendered by STATE ORGANIZATION pursuant to the terms of the NAMI Governing Documents and this Agreement for revocation and surrender.

(ii) Notwithstanding anything else in this agreement, and unless extended by NAMI in its sole discretion, this agreement will automatically terminate immediately upon notice from NAMI if STATE ORGANIZATION fails to comply to NAMI's satisfaction with conditions set forth in Exhibit A.

- C. Territory. STATE ORGANIZATION shall be considered a NAMI STATE ORGANIZATION within _____ (the "STATE"), pursuant to and in accordance with NAMI's mission and purposes as set forth in the NAMI Governing Documents. STATE ORGANIZATION acknowledges that its designation as a NAMI state organization is non-exclusive. STATE ORGANIZATION shall not be authorized to conduct activities outside of the STATE, provided, however, that collaborative efforts with NAMI, another NAMI state organization or a NAMI affiliate shall be permitted outside of the STATE.
- D. Authorized Activities. NAMI specifically authorizes STATE ORGANIZATION to conduct activities within the STATE as outlined in the NAMI Governing Documents, most particularly the State Organization Operations Handbook, as well as other activities that are consistent with the mission and purposes of NAMI.

II. Membership.

STATE ORGANIZATION shall admit as members only those persons who are eligible for membership in NAMI. Members of STATE ORGANIZATION shall, upon admission to membership, automatically become members of NAMI and of the NAMI affiliate of their choosing. Membership in the STATE ORGANIZATION, as well as in NAMI, shall be automatically conferred upon those who become members of a NAMI affiliate operating within STATE ORGANIZATION's STATE. The terms and conditions of membership in STATE ORGANIZATION shall be substantially the same as the terms and conditions of membership in NAMI and shall be set forth in STATE ORGANIZATION's Bylaws.

III. Obligations of STATE ORGANIZATION.

STATE ORGANIZATION's obligations under this Agreement shall include:

- A. Corporate and Tax Status. STATE ORGANIZATION warrants that it is a legal entity separate and distinct from NAMI, that it is incorporated and that it is and at all times shall remain in good standing in the jurisdiction of its incorporation, and that, to the extent that it is eligible to do so, it is or shall promptly take such steps as are necessary to obtain status as an organization exempt from U.S. federal income tax under Section 501(c)(3) of the U.S. Internal Revenue Code ("the Code").
- B. Bylaws and Other Requirements. As a condition of receipt of its charter as a NAMI State Organization, STATE ORGANIZATION has provided to NAMI, and NAMI has approved, the Bylaws of STATE ORGANIZATION. STATE ORGANIZATION's Bylaws and activities are and shall remain, except as may otherwise be required by law, consistent with the NAMI Governing Documents. Any amendments to

STATE ORGANIZATION's Bylaws must first be submitted to and approved by NAMI. STATE ORGANIZATION shall adopt a code of ethics and conflict of interest, whistleblower, document retention and compensation policies containing substantive provisions at least as stringent as those adopted by NAMI.

- C. Compliance with Laws. STATE ORGANIZATION warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
- D. Recordkeeping, Reporting and Inspection. STATE ORGANIZATION shall maintain reasonable records related to all of its programs, activities and operations, including without limitation minutes of the meetings of its members and board of directors. STATE ORGANIZATION shall submit regular written reports, as outlined in the NAMI Governing Documents, most particularly the State Organization Operations Handbook, to NAMI summarizing its programs, activities and operations, including but not limited to budget, financial statements, a list of outgoing and elected officers and directors, and a roster of current STATE ORGANIZATION members, with contact information. Upon the written request of NAMI and at NAMI's expense, STATE ORGANIZATION shall permit NAMI or NAMI's designated agent to review appropriate records of STATE ORGANIZATION pertaining to its programs, activities and operations. Alternatively, STATE ORGANIZATION shall send to NAMI copies of such records.
- E. Programs and Activities. STATE ORGANIZATION shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of NAMI and shall use its best efforts to ensure that such programs and activities are consistent with NAMI's stated values. STATE ORGANIZATION shall endeavor to use, to the extent possible, materials available through NAMI in support of such programs and activities. STATE ORGANIZATION shall send to NAMI on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that STATE ORGANIZATION intends to sponsor or conduct. NAMI may, at its sole discretion and expense, send representatives to observe such programs and activities. STATE ORGANIZATION shall not take a public position on any federal, state or local legislative, regulatory or other issue that is inconsistent with NAMI's Public Policy Platform.
- F. Diversity. STATE ORGANIZATION shall at all times adhere to NAMI policy regarding diversity and inclusiveness.

- G. Insurance. Unless otherwise agreed by the parties, STATE ORGANIZATION shall at all times maintain policies of comprehensive general liability and director and officer liability insurance with coverage amounts acceptable to NAMI, each of which names NAMI as an additional insured, and each of which requires notice to NAMI prior to cancellation.
- H. NAMI Affiliates. STATE ORGANIZATION, shall, pursuant to procedures adopted from time to time by NAMI, receive, review and, if appropriate, recommend acceptance by NAMI of applications by groups located within the STATE to become NAMI Affiliates. If requested by NAMI, STATE ORGANIZATION may assume legal responsibility for the operation and activities of unincorporated NAMI Affiliates operating within the STATE.

IV. Intellectual Property and Confidential Information.

- A. Limited License. In accordance with NAMI's non-exclusive grant to STATE ORGANIZATION of a charter to be a state organization of NAMI in the STATE, STATE ORGANIZATION is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with STATE ORGANIZATION's name, acronym and logo and for other official STATE ORGANIZATION-related purposes, the following NAMI Intellectual Property:
- (i) the name "National Alliance on Mental Illness," the acronym "NAMI," the logo of NAMI, and other NAMI trademarks, service marks, trade names, and logos identified by NAMI from time to time;
 - (ii) NAMI's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of NAMI located within or in the vicinity of the STATE ("the Mailing List"), and
 - (iii) all copyrighted or proprietary information and materials provided by NAMI to STATE ORGANIZATION, including without limitation all NAMI-authored or directed programs and program materials.
- B. Use of NAMI Intellectual Property. The authority to use the NAMI Intellectual Property is limited to those activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines contained in the NAMI Governing Documents, most particularly the State Organization Operations Handbook, or subsequently provided to STATE ORGANIZATION by NAMI.

1. The NAMI Intellectual Property is and shall remain at all times the sole and exclusive property of NAMI. The NAMI Intellectual Property may be used by STATE ORGANIZATION if and only if such use is made pursuant to the terms and conditions of this limited and revocable license.
2. NAMI's logo may not be revised or altered in any way and must be displayed in the same form as produced by NAMI. The NAMI Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NAMI.
3. The NAMI Intellectual Property must be used by STATE ORGANIZATION in a professional manner and solely for official STATE ORGANIZATION-related purposes. STATE ORGANIZATION shall not permit any third party to use the NAMI Intellectual Property without NAMI's express prior written approval. STATE ORGANIZATION shall not sell or trade the NAMI Intellectual Property without NAMI's express prior written approval. The NAMI Intellectual Property may not be used for individual personal or professional gain or other private benefit. The NAMI Intellectual Property may not be used in any manner that, in the sole discretion of NAMI, discredits NAMI or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NAMI and STATE ORGANIZATION.
4. STATE ORGANIZATION shall maintain the confidentiality of the Mailing List and shall not sell, lease, rent, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of NAMI. STATE ORGANIZATION may, in consultation with NAMI, utilize the Mailing List for purposes of membership development. STATE ORGANIZATION may, without consulting further with NAMI, utilize its membership list for any appropriate purpose, provided that, upon termination of this Agreement, STATE ORGANIZATION shall return such

membership list to NAMI and delete all membership list information from its computer database, if any.

5. In any authorized use by STATE ORGANIZATION of the NAMI Intellectual Property, STATE ORGANIZATION shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law or state law and any other guidelines that NAMI may prescribe.
6. NAMI reserves the right to prohibit use of any of the NAMI Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that STATE ORGANIZATION's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.
7. All rights of usage of the NAMI Intellectual Property by STATE ORGANIZATION shall terminate immediately upon the revocation, surrender or other termination of this Agreement. STATE ORGANIZATION's obligations to protect the NAMI Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

V. Relationship of Parties.

The relationship of NAMI and STATE ORGANIZATION to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that STATE ORGANIZATION is an agent of NAMI. STATE ORGANIZATION shall include, in all of its publications and contracts, the following statement: “[Insert name of STATE ORGANIZATION] is a legal entity separate and distinct from NAMI, Inc.”

STATE ORGANIZATION acknowledges and agrees that its voting rights within NAMI shall be as set forth in NAMI's Bylaws.

VI. Reciprocal Indemnification.

STATE ORGANIZATION shall hold NAMI, its officers, directors, members and agents, harmless from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may

arise out of the acts or omissions of STATE ORGANIZATION, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

NAMI shall hold STATE ORGANIZATION, its officers, directors, members and agents, harmless from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise out of the acts or omissions of NAMI, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. Revocation or Surrender of Charter.

- A. Revocation of Charter. NAMI, through its Board of Directors, shall have the authority to revoke the charter of STATE ORGANIZATION if the Board of Directors determines that the conduct of STATE ORGANIZATION is in material breach of any provision of this Agreement. Revocation shall be accomplished in accordance with applicable provisions of the NAMI Governing Documents.
- B. Surrender of Charter. STATE ORGANIZATION may surrender its charter in accordance with applicable provisions of the NAMI Governing Documents.
- C. Effect of Revocation or Surrender. Upon revocation or surrender of the charter granted hereunder, this Agreement shall be considered immediately terminated, and (i) the grant of rights hereunder, including without limitation the right to utilize NAMI Intellectual Property in a state organization name or otherwise, shall be revoked; and (ii) all steps necessary for STATE ORGANIZATION to cease use of the NAMI Intellectual Property, including all steps necessary to adopt a name which does not incorporate or infringe upon the NAMI Intellectual Property, shall be taken immediately. Following termination of this Agreement, NAMI may in its sole discretion, subject to a further written agreement, grant the former state organization the right to continue to offer NAMI signature and other programs.

Termination of STATE ORGANIZATION's charter shall not result in termination of the affiliate status of NAMI Affiliates within that territory or of the NAMI membership of individuals in that territory.

VIII. Miscellaneous.

- A. Entire Agreement. This Agreement:
- (i) constitutes the entire agreement between the parties;
 - (ii) supersedes and replaces all prior agreements, oral and written, between the parties; and
 - (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Warranties. Each party covenants, warrants, and represents that it has the authority to enter into this Agreement, that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- C. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia, United States of America, without regard to that jurisdiction's choice of law principles. Any legal action permitted hereunder shall be brought only before a federal or state court of competent jurisdiction located within the Commonwealth of Virginia, United States of America. Each party hereby consents to the personal jurisdiction of the federal and state courts located within that jurisdiction.
- D. Dispute Resolution. Except with respect to a claim by NAMI that STATE ORGANIZATION has breached its obligations under Section IV. hereof, which claim may at NAMI's discretion be asserted in a court of law, all disputes between the parties arising in any manner out of this Agreement shall first be attempted to be resolved through a face-to-face meeting between authorized representatives of the parties; any such meeting shall take place at the offices of NAMI, or at such other location as the parties may agree. Any dispute not resolved through such face-to-face meeting shall be attempted to be resolved through non-binding mediation under the applicable rules of the American Arbitration Association; any such mediation shall take place in the Washington, DC area, or at such other location as the parties may agree. Any dispute not resolved through mediation shall be resolved by binding arbitration before a single arbitrator under the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association; any such arbitration shall take place in the Washington, DC area, or such other location as the parties may agree. The award of the arbitrator shall not be subject to appeal and may be enforced in any court having jurisdiction to do so.

- E. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

- F. Severability. If any provision contained herein is determined by a court of competent jurisdiction or an arbitration tribunal to be deemed unenforceable, said determination shall not effect the validity and enforcement of the remaining provisions hereof, unless a material failure of consideration would result thereby.

- G. Assignment. Neither party shall assign its rights herein to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this agreement are binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.

- H. Waiver. No waiver by either party, whether expressed or implied, of any right or obligation set forth in this agreement, or any breach or default, shall constitute a continuing waiver of any other right, obligation, breach or default.

- I. Authority to Execute. Each person signing this Agreement on behalf of a party warrants that he or she is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

- J. Counterparts. This Agreement may be executed in counterparts.

- K. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by certified mail, or by overnight courier, with receipt deemed to have occurred on the date of first receipt or refusal of delivery of such notice by the addressee, to the following addresses or facsimile numbers:

If to NAMI: _____

Attn.: _____, _____
 Facsimile (____) _____ - _____

If to STATE ORGANIZATION: _____

Attn.: _____, _____

Facsimile (____) _____ - _____

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this State Organization Charter Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

NAMI, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Insert Name of State Organization]

By: _____

Name: _____

Title: _____

Date: _____

12 Appendix D – Affiliation Agreements

INCORPORATED AFFILIATE AGREEMENT

THIS INCORPORATED AFFILIATE AGREEMENT (the "Agreement") is made effective the ____ day of _____, 20____, by and between NAMI, Inc. ("NAMI"), a Missouri nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____ ("AFFILIATE").

The parties hereby agree as follows:

I. Grant of NAMI Affiliate Status to AFFILIATE.

- A. Grant. NAMI hereby grants to AFFILIATE a non-exclusive right to status as an affiliate of NAMI. For only as long as this Agreement remains in effect, and as is more fully set forth elsewhere herein, AFFILIATE is authorized to use the name "National Alliance on Mental Illness," the acronym "NAMI," and the logo of NAMI in or in connection with AFFILIATE's name, acronym and logo, subject to (i) the terms and conditions of this Agreement, and (ii) applicable provisions of NAMI's Articles of Incorporation, Bylaws, Affiliate Operations Handbook, National Board of Directors Operating Policies and Procedures and other written guidance promulgated by NAMI, as they may be amended from time to time in NAMI's sole discretion ("NAMI Governing Documents"), which NAMI Governing Documents are incorporated herein and made a part hereof by reference.
- B. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by NAMI or surrendered by AFFILIATE pursuant to the terms of the NAMI Governing Documents and this Agreement for revocation and surrender.
- C. Territory/Area of Interest. AFFILIATE shall be considered a NAMI affiliate [within insert geographic territory, if any] [focusing its interest and activities on insert area of interest, if any], pursuant to and in accordance with NAMI's mission and purposes as set forth in the NAMI Governing Documents. AFFILIATE acknowledges that its designation as a NAMI affiliate is non-exclusive. AFFILIATE shall not be authorized to conduct activities outside of its geographic territory, if any, provided, however, that collaborative efforts with NAMI, a NAMI state organization or another NAMI affiliate shall be permitted outside of such geographic territory.

- E. Authorized Activities. NAMI specifically authorizes AFFILIATE to conduct activities as outlined in the NAMI Governing Documents, most particularly the Affiliate Operations Handbook, as well as other activities that are consistent with the mission and purposes of NAMI.

II. Membership.

AFFILIATE shall admit as members only those persons who are eligible for membership in NAMI. Members of AFFILIATE shall, upon admission to membership, automatically become members of NAMI and of the NAMI State Organization with geographic jurisdiction over AFFILIATE. The terms and conditions of membership in AFFILIATE shall be substantially the same as the terms and conditions of membership in NAMI and shall be set forth in AFFILIATE's Bylaws or, in the absence of Bylaws, AFFILIATE's operating procedures.

III. Obligations of AFFILIATE.

AFFILIATE's obligations under this Agreement shall include:

- A. Corporate and Tax Status. AFFILIATE warrants that it is a legal entity separate and distinct from NAMI, that it is incorporated and that it is and at all times shall remain in good standing in the jurisdiction of its incorporation, and that, to the extent that it is eligible to do so, it is or shall promptly take such steps as are necessary to obtain status as an organization exempt from U.S. federal income tax under Section 501(c)(3) of the U.S. Internal Revenue Code ("the Code").
- B. Bylaws and Other Requirements. As a condition of the grant of status as an affiliate of NAMI, AFFILIATE has provided to NAMI, and NAMI has approved, the Bylaws of AFFILIATE. AFFILIATE's Bylaws and activities are and shall remain, except as may otherwise be required by law, consistent with the NAMI Governing Documents. Any amendments to AFFILIATE's Bylaws or operating procedures must first be submitted to and approved by the NAMI State Organization with geographic jurisdiction over AFFILIATE. AFFILIATE shall adopt a code of ethics and conflict of interest, whistleblower, document retention and compensation policies containing substantive provisions at least as stringent as those adopted by NAMI.
- C. Compliance with Laws. AFFILIATE warrants that it is and will remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this Agreement.
- D. Recordkeeping, Reporting and Inspection. AFFILIATE shall maintain reasonable records related to all of its programs, activities and operations, including without limitation minutes of the meetings of its members and

board of directors, if any. AFFILIATE shall submit regular written reports, as outlined in the NAMI Governing Documents, most particularly the Affiliate Operations Handbook, to NAMI summarizing its programs, activities and operations, including but not limited to budget, financial statements, a list of outgoing and elected officers and directors, and a roster of current AFFILIATE members, with contact information. Upon the written request of NAMI and at NAMI's expense, AFFILIATE shall permit NAMI or NAMI's designated agent to review appropriate records of AFFILIATE pertaining to its programs, activities and operations. Alternatively, AFFILIATE shall send to NAMI copies of such records.

- E. Programs and Activities. AFFILIATE shall endeavor to sponsor and conduct programs and activities that further the purposes and objectives of NAMI and shall use its best efforts to ensure that such programs and activities are consistent with NAMI's stated values. AFFILIATE shall endeavor to use, to the extent possible, materials available through NAMI or NAMI's State Organization in support of such programs and activities. AFFILIATE shall send to NAMI, either directly or through a NAMI state organization or another NAMI affiliate, on a regular basis a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that AFFILIATE intends to sponsor or conduct. NAMI may, at its sole discretion and expense, send representatives to observe such programs and activities. AFFILIATE shall not take a public position on any federal, state or local legislative, regulatory or other issue that is inconsistent with NAMI's Public Policy Platform.
- F. Diversity. AFFILIATE shall at all times adhere to NAMI policy regarding diversity and inclusiveness.
- G. Insurance. Unless otherwise agreed by the parties, AFFILIATE shall at all times maintain policies of comprehensive general liability and director and officer liability insurance with coverage amounts acceptable to NAMI, each of which names NAMI as an additional insured, and each of which requires notice to NAMI prior to cancellation.
- H. Other NAMI Affiliates. If requested by NAMI, AFFILIATE may assume legal responsibility for the operation and activities of unincorporated NAMI affiliates operating in the vicinity of AFFILIATE.

IV. Intellectual Property and Confidential Information.

A. Limited License. In accordance with NAMI's non-exclusive grant to AFFILIATE of status as an affiliate of NAMI, AFFILIATE is hereby granted a limited, revocable, non-exclusive, non-divisible, non-transferable, non-assignable license to use, during the Term of this Agreement in or in connection with AFFILIATE's name, acronym and logo and for other official AFFILIATE-related purposes, the following NAMI Intellectual Property:

- (i) the name "National Alliance on Mental Illness," the acronym "NAMI," the logo of NAMI, and other NAMI trademarks, service marks, trade names, and logos identified by NAMI from time to time;
- (ii) NAMI's membership mailing, telephone, and electronic mail lists with respect to past, current or prospective members of NAMI located within or in the vicinity of AFFILIATE's geographic territory, if any ("the Mailing List"), and
- (iii) all copyrighted or proprietary information and materials provided by NAMI to AFFILIATE, including without limitation all NAMI-authored or directed programs and program materials.

B. Use of NAMI Intellectual Property. The authority to use the NAMI Intellectual Property is limited to those activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines contained in the NAMI Governing Documents, most particularly the Affiliate Operations Handbook, or subsequently provided to AFFILIATE by NAMI.

1. The NAMI Intellectual Property is and shall remain at all times the sole and exclusive property of NAMI. The NAMI Intellectual Property may be used by AFFILIATE if and only if such use is made pursuant to the terms and conditions of this limited and revocable license.
2. NAMI's logo may not be revised or altered in any way and must be displayed in the same form as produced by NAMI. The NAMI Intellectual Property may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of NAMI.

3. The NAMI Intellectual Property must be used by AFFILIATE in a professional manner and solely for official AFFILIATE-related purposes. AFFILIATE shall not permit any third party to use the NAMI Intellectual Property without NAMI's express prior written approval. AFFILIATE shall not sell or trade the NAMI Intellectual Property without NAMI's express prior written approval. The NAMI Intellectual Property may not be used for individual personal or professional gain or other private benefit. The NAMI Intellectual Property may not be used in any manner that, in the sole discretion of NAMI, discredits NAMI or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between NAMI and AFFILIATE.

4. AFFILIATE shall maintain the confidentiality of the Mailing List and shall not sell, lease, rent, trade, transmit, or otherwise disseminate the Mailing List, in whole or in part, to any third party without the express prior written approval of NAMI. AFFILIATE may, in consultation with NAMI, utilize the Mailing List for purposes of membership development. AFFILIATE may, without consulting further with NAMI, utilize its membership list for any appropriate purpose, provided that, upon termination of this Agreement, AFFILIATE shall return such membership list to NAMI and delete all membership list information from its computer database, if any.

5. In any authorized use by AFFILIATE of the NAMI Intellectual Property, AFFILIATE shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law or state law and any other guidelines that NAMI may prescribe.

6. NAMI reserves the right to prohibit use of any of the NAMI Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that AFFILIATE's usage thereof is not in strict accordance with the terms and conditions of this limited and revocable license.

7. All rights of usage of the NAMI Intellectual Property by AFFILIATE shall terminate immediately upon the revocation, surrender or other termination of this Agreement. AFFILIATE's obligations to protect the NAMI Intellectual Property shall survive the revocation, surrender or other termination of this Agreement.

V. Relationship of Parties.

The relationship of NAMI and AFFILIATE to each other is that of independent contractors. Nothing herein shall create any joint venture, partnership, or agency relationship of any kind between the parties. Unless expressly agreed to in writing by the parties, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent to any third party that AFFILIATE is an agent of NAMI. AFFILIATE shall include, in all of its publications and contracts, the following statement: “[Insert name of AFFILIATE] is a legal entity separate and distinct from NAMI, Inc.”

AFFILIATE acknowledges and agrees that its voting rights within NAMI shall be as set forth in NAMI's Bylaws.

VI. Reciprocal Indemnification.

AFFILIATE shall hold NAMI, its officers, directors, members and agents, harmless from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise out of the acts or omissions of AFFILIATE, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

NAMI shall hold AFFILIATE, its officers, directors, members and agents, harmless from and against any and all third party claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise out of the acts or omissions of NAMI, its officers, directors, members and agents, whether in connection with this Agreement or otherwise. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

VII. Revocation or Surrender of Grant of Affiliate Status.

- A. Revocation. NAMI, through its Board of Directors, shall have the authority to revoke its grant of NAMI affiliate status to AFFILIATE if the Board of Directors determines that the conduct of AFFILIATE is in material breach of any provision of this Agreement. Revocation shall be

accomplished in accordance with applicable provisions of the NAMI Governing Documents.

- B. Surrender. AFFILIATE may surrender its affiliate status in accordance with applicable provisions of the NAMI Governing Documents.
- C. Effect of Revocation or Surrender. Upon revocation or surrender of the status granted hereunder, this Agreement shall be considered immediately terminated, and (i) the grant of rights hereunder, including without limitation the right to utilize NAMI Intellectual Property in an affiliate name or otherwise, shall be revoked; and (ii) all steps necessary for AFFILIATE to cease use of the NAMI Intellectual Property, including all steps necessary to adopt a name which does not incorporate or infringe upon the NAMI Intellectual Property, shall be taken immediately. Following termination of this Agreement, NAMI may in its sole discretion, subject to a further written agreement, grant the former affiliate the right to continue to offer NAMI signature and other programs.

Termination of AFFILIATE's status as a NAMI affiliate shall not result in termination of the NAMI membership of individuals in that territory/area of interest.

VIII. Miscellaneous.

- A. Entire Agreement. This Agreement:
 - (i) constitutes the entire agreement between the parties;
 - (ii) supersedes and replaces all prior agreements, oral and written, between the parties; and
 - (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- B. Warranties. Each party covenants, warrants, and represents that it has the authority to enter into this Agreement, that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- C. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia, United States of America, without regard to that jurisdiction's choice of law principles. Any legal action permitted hereunder shall be brought only before a federal or state court of competent jurisdiction located within the

Commonwealth of Virginia, United States of America. Each party hereby consents to the personal jurisdiction of the federal and state courts located within that jurisdiction.

- D. Dispute Resolution. Except with respect to a claim by NAMI that AFFILIATE has breached its obligations under Section IV. hereof, which claim may at NAMI's discretion be asserted in a court of law, all disputes between the parties arising in any manner out of this Agreement shall first be attempted to be resolved through a face-to-face meeting between authorized representatives of the parties; any such meeting shall take place at the offices of NAMI, or at such other location as the parties may agree. Any dispute not resolved through such face-to-face meeting shall be attempted to be resolved through non-binding mediation under the applicable rules of the American Arbitration Association; any such mediation shall take place in the Washington, DC area, or at such other location as the parties may agree. Any dispute not resolved through mediation shall be resolved by binding arbitration before a single arbitrator under the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association; any such arbitration shall take place in the Washington, DC area, or such other location as the parties may agree. The award of the arbitrator shall not be subject to appeal and may be enforced in any court having jurisdiction to do so.
- E. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
- F. Severability. If any provision contained herein is determined by a court of competent jurisdiction or an arbitration tribunal to be deemed unenforceable, said determination shall not effect the validity and enforcement of the remaining provisions hereof, unless a material failure of consideration would result thereby.
- G. Assignment. Neither party shall assign its rights herein to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this agreement are binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.
- H. Waiver. No waiver by either party, whether expressed or implied, of any right or obligation set forth in this agreement, or any breach or default, shall constitute a continuing waiver of any other right, obligation, breach or default.

- I. Authority to Execute. Each person signing this Agreement on behalf of a party warrants that he or she is duly authorized by all necessary and appropriate corporate action to execute this Agreement.
- J. Counterparts. This Agreement may be executed in counterparts.
- K. Notice. All notices and demands of any kind or nature that either party may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by facsimile, by certified mail, or by overnight courier, with receipt deemed to have occurred on the date of first receipt or refusal of delivery of such notice by the addressee, to the following addresses or facsimile numbers:

If to NAMI: _____

Attn.: _____,
 Facsimile (____) _____ - _____

If to AFFILIATE: _____

Attn.: _____,
 Facsimile (____) _____ - _____

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Incorporated Affiliate Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

NAMI, INC.
 By: _____
 Name: _____
 Title: _____
 Date: _____

[Insert Name of Affiliate]

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO STATE ORGANIZATION CHARTER AGREEMENT

THIS ADDENDUM TO STATE ORGANIZATION CHARTER AGREEMENT ("ADDENDUM"), is by and between NAMI, Inc. ("NAMI"), a Missouri nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____ ("STATE ORGANIZATION").

WHEREAS, NAMI and STATE ORGANIZATION entered into a STATE ORGANIZATION CHARTER AGREEMENT ("AGREEMENT") effective _____, 20__;

WHEREAS, Section III.H. of AGREEMENT provides in pertinent part as follows: "If requested by NAMI, STATE ORGANIZATION may assume legal responsibility for the operation and activities of unincorporated NAMI Affiliates within the STATE";

WHEREAS, while NAMI no longer authorizes unincorporated NAMI Affiliates to operate independently, such NAMI Affiliates may seek to continue to operate as NAMI Affiliates with the endorsement of, under the responsibility of, and as a part of a State Organization; and

WHEREAS, STATE ORGANIZATION may agree to endorse and assume responsibility for one or more such unincorporated NAMI Affiliates within the STATE under the terms and conditions provided herein.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. TERMS AND CONDITIONS OF AFFILIATE STATUS

The following terms and conditions shall apply to the Affiliate status, of unincorporated NAMI Affiliate(s) listed in Exhibit A ("AFFILIATE"), including in future amendments to that exhibit agreed to by NAMI and the STATE ORGANIZATION, as part of STATE ORGANIZATION:

- i. STATE ORGANIZATION shall take such steps as may be necessary to (a) register the name of AFFILIATE with state authorities; (b) advise the U.S. Internal Revenue Service and any appropriate state and local tax authorities of its responsibility for AFFILIATE and report in STATE ORGANIZATION'S tax filings any revenue received, expenses incurred or property held by AFFILIATE; (c) arrange for STATE ORGANIZATION'S policies of insurance to provide coverage for AFFILIATE; (d) maintain separate accounting for AFFILIATE, including membership dues as would be allocated in accordance with NAMI'S governing documents to AFFILIATE as if it were an independent NAMI Incorporated Affiliate; and (e) inform NAMI in writing not less than thirty (30) days prior to any change in the status of AFFILIATE.
- ii. AFFILIATE, having executed the Attestation for Affiliate ("ATTESTATION") attached hereto as Exhibit B, is endorsed by STATE ORGANIZATION for Affiliate status. NAMI in its sole discretion recognizes AFFILIATE as having Affiliate status in accordance with and subject to NAMI'S governing documents. Such Affiliate status is non-exclusive and shall include voting rights and limited license to use NAMI'S name, acronym, logo, trademarks, service marks and program materials as provided in NAMI governing documents, but not include independent fiscal authority such as direct receipt of membership dues. Affiliate status is subject to surrender by STATE ORGANIZATION and revocation by NAMI in accordance with NAMI governing documents.

II. EFFECT OF THIS ADDENDUM

Except as otherwise specifically provided herein, the terms and conditions of the AGREEMENT shall remain in full force and effect.

This ADDENDUM is effective as of the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Addendum to State Organization Charter Agreement to be executed by their respective duly authorized representatives.

NAMI, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Insert Name of State Organization]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1 TO ADDENDUM TO STATE ORGANIZATION CHARTER
AGREEMENT

ATTESTATION FOR UNINCORPORATED AFFILIATE

THIS ATTESTATION ("ATTESTATION"), is by and between _____, an incorporated NAMI State Organization ("STATE ORGANIZATION"), and _____ ("AGENT"), with apparent authority to act on behalf of _____, an unincorporated NAMI Affiliate ("AFFILIATE").

WHEREAS, while NAMI no longer authorizes unincorporated NAMI Affiliates to operate independently, such NAMI Affiliates may seek to continue to operate as NAMI Affiliates with the endorsement of, under the responsibility of, and as a part of a State Organization;

WHEREAS, STATE ORGANIZATION is seeking to enter into an ADDENDUM TO STATE ORGANIZATION CHARTER AGREEMENT ("ADDENDUM") with NAMI, with this ATTESTATION as Exhibit B; and

WHEREAS, ADDENDUM would provide that AFFILIATE continues to operate with Affiliate status with the endorsement of, under the responsibility of, and as a part of STATE ORGANIZATION; and

WHEREAS, AFFILIATE wishes to have its assets and operations become the responsibility and part of STATE ORGANIZATION in accordance with this ATTESTATION.

NOW, THEREFORE, STATE ORGANIZATION and AGENT with apparent authority to act on behalf of AFFILIATE, agree as follows:

1. STATE ORGANIZATION assumes responsibility for the assets and operations of AFFILIATE, and AFFILIATE is a part of STATE ORGANIZATION.
2. AFFILIATE agrees to transfer its assets to the STATE ORGANIZATION within thirty (30) days of the effective date of the ATTESTATION. STATE ORGANIZATION shall maintain a separate accounting of any liquid assets for the benefit of AFFILIATE. AFFILIATE warrants that it has identified to STATE ORGANIZATION, in writing, any known existing and potential liabilities of any kind and nature. AFFILIATE further warrants that, after making reasonable inquiry, it is not aware of any additional actual or potential liability to any third party not disclosed to STATE ORGANIZATION.
3. AFFILIATE acknowledges that, upon the effective date of ATTESTATION, to any extent that it is a separate legal entity, it shall no longer be so, and that, as a part of STATE ORGANIZATION, it shall be subject to the terms and conditions of ADDENDUM and ATTESTATION, and to the ultimate control of STATE ORGANIZATION.
4. Nothing herein shall preclude AFFILIATE from seeking to become an independent Incorporated Affiliate in accordance with the terms and conditions for such status as provided in NAMI's governing documents.

This ATTESTATION is effective as of the date that the ADDENDUM EXHIBIT A, which has been revised to include AFFILIATE, is signed by NAMI and STATE ORGANIZATION.

IN WITNESS WHEREOF, the parties hereto shall provide duplicate originals of this executed ATTESTATION to be appended to ADDENDUM.

[Insert Name of STATE ORGANIZATION]

By: _____

Name: _____

Title: _____

Date: _____

[Insert Name of AGENT for UNINCORPORATED AFFILIATE]

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO INCORPORATED AFFILIATION AGREEMENT

THIS ADDENDUM TO INCORPORATED AFFILIATION AGREEMENT ("ADDENDUM"), is by and between NAMI, Inc. ("NAMI"), a Missouri nonprofit corporation exempt from U.S. income taxation under Section 501(c)(3) of the Internal Revenue Code, and _____ ("INCORPORATED AFFILIATE").

WHEREAS, NAMI and INCORPORATED AFFILIATE entered into an INCORPORATED AFFILIATION AGREEMENT ("AGREEMENT") effective _____, 20__;

WHEREAS, Section III.H. of AGREEMENT provides in pertinent part as follows: "If requested by NAMI, AFFILIATE may assume legal responsibility for the operation and activities of unincorporated NAMI Affiliates within the STATE";

WHEREAS, while NAMI no longer authorizes unincorporated NAMI Affiliates to operate independently, such NAMI Affiliates may seek to continue to operate as NAMI Affiliates with the endorsement of, under the responsibility of, and as a part of an INCORPORATED NAMI AFFILIATE; and

WHEREAS, INCORPORATED AFFILIATE may agree to endorse and assume responsibility for one or more such unincorporated NAMI Affiliates within the STATE under the terms and conditions provided herein.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. TERMS AND CONDITIONS OF AFFILIATE STATUS

The following terms and conditions shall apply to the Affiliate status, of unincorporated NAMI Affiliate(s) listed in EXHIBIT A ("AFFILIATE"), including in future amendments to that exhibit agreed to by NAMI and the INCORPORATED AFFILIATE, as part of INCORPORATED AFFILIATE:

- i. INCORPORATED AFFILIATE shall take such steps as may be necessary to (a) register the name of UNINCORPORATED AFFILIATE with state authorities; (b) advise the U.S. Internal Revenue Service and any appropriate state and local tax authorities of its responsibility for UNINCORPORATED AFFILIATE and report in INCORPORATED AFFILIATE's tax filings any revenue received, expenses incurred or property held by UNINCORPORATED AFFILIATE; (c) arrange for INCORPORATED AFFILIATE's policies of insurance to provide coverage for UNINCORPORATED AFFILIATE; (d) maintain separate accounting for UNINCORPORATED AFFILIATE, including membership dues as would be allocated in accordance with NAMI's governing documents to UNINCORPORATED AFFILIATE as if it were an independent NAMI Incorporated Affiliate; and (e) inform NAMI in writing not less than thirty (30) days prior to any change in the status of UNINCORPORATED AFFILIATE.
- ii. UNINCORPORATED AFFILIATE, having executed the Attestation for Affiliate ("ATTESTATION") attached hereto as Exhibit B, is endorsed by INCORPORATED AFFILIATE for Affiliate status. NAMI in its sole discretion recognizes UNINCORPORATED AFFILIATE as having Affiliate status in accordance with and subject to NAMI's governing documents. Such Affiliate status is non-exclusive and shall include voting rights and limited license to use NAMI's name, acronym, logo, trademarks, service marks and program materials as provided in NAMI governing documents, but not include independent fiscal authority such as direct receipt of

membership dues. Affiliate status is subject to surrender by INCORPORATED AFFILIATE and revocation by NAMI in accordance with NAMI governing documents.

II. EFFECT OF THIS ADDENDUM

Except as otherwise specifically provided herein, the terms and conditions of the AGREEMENT shall remain in full force and effect.

This ADDENDUM is effective as of the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Addendum to INCORPORATED AFFILIATE Agreement to be executed by their respective duly authorized representatives.

NAMI, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Insert Name of Incorporated Affiliate]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1 TO ADDENDUM TO AFFILIATION AGREEMENT

ATTESTATION FOR UNINCORPORATED AFFILIATE

THIS ATTESTATION ("ATTESTATION"), is by and between _____, an incorporated NAMI AFFILIATE ("INCORPORATED AFFILIATE"), and _____ ("AGENT"), with apparent authority to act on behalf of _____, an unincorporated NAMI Affiliate ("UNINCORPORATED AFFILIATE").

WHEREAS, while NAMI no longer authorizes unincorporated NAMI Affiliates to operate independently, such unincorporated Affiliates may seek to continue to operate as unincorporated NAMI Affiliates, under the responsibility of, and as a part of an incorporated NAMI Affiliate;

WHEREAS, INCORPORATED AFFILIATE is seeking to enter into an ADDENDUM TO AFFILIATION AGREEMENT ("ADDENDUM") with NAMI, with this ATTESTATION as Exhibit B; and

WHEREAS, ADDENDUM would provide that UNINCORPORATED AFFILIATE continues to operate with Affiliate status, under the responsibility of, and as a part of INCORPORATED AFFILIATE; and

WHEREAS, UNINCORPORATED AFFILIATE wishes to have its assets and operations become the responsibility and part of INCORPORATED AFFILIATE in accordance with this ATTESTATION.

NOW, THEREFORE, INCORPORATED AFFILIATE and AGENT with apparent authority to act on behalf of UNINCORPORATED AFFILIATE, agree as follows:

1. INCORPORATED AFFILIATE assumes responsibility for the assets and operations of UNINCORPORATED AFFILIATE, and UNINCORPORATED AFFILIATE is a part of INCORPORATED AFFILIATE.
2. UNINCORPORATED AFFILIATE agrees to transfer its assets to the INCORPORATED AFFILIATE within thirty (30) days of the effective date of the ATTESTATION. INCORPORATED AFFILIATE shall maintain a separate accounting of any liquid assets for the benefit of UNINCORPORATED AFFILIATE. UNINCOPORATED AFFILIATE warrants that it has identified to INCORPORATED AFFILIATE, in writing, any known existing and potential liabilities of any kind and nature. UNINCORPORATED AFFILIATE further warrants that, after making reasonable inquiry, it is not aware of any additional actual or potential liability to any third party not disclosed to INCORPORATED AFFILIATE.
3. UNINCORPORATED AFFILIATE acknowledges that, upon the effective date of ATTESTATION, to any extent that it is a separate legal entity, it shall no longer be so, and that, as a part of INCORPORATED AFFILIATE, it shall be subject to the terms and conditions of ADDENDUM and ATTESTATION, and to the ultimate control of INCORPORATED AFFILIATE.
4. Nothing herein shall preclude UNINCORPORATED AFFILIATE from seeking to become an independent Incorporated Affiliate in accordance with the terms and conditions for such status as provided in NAMI's governing documents.

This ATTESTATION is effective as of the date that the ADDENDUM EXHIBIT A, which has been revised to include AFFILIATE, is signed by NAMI and INCORPORATED AFFILIATE.

IN WITNESS WHEREOF, the parties hereto shall provide duplicate originals of this executed ATTESTATION to be appended to ADDENDUM.

[Insert Name of STATE ORGANIZATION]

By: _____

Name: _____

Title: _____

Date: _____

[Insert Name of AGENT for UNINCORPORATED AFFILIATE]

By: _____

Name: _____

Title: _____

Date: _____