

BYLAWS
THE DOGWOOD ALLIANCE
Revised and Approved November 20, 2018

1. NAME OF ENTITY

1.1. Name of Entity

The name of this Corporation shall be The Dogwood Alliance, Inc. (the "Corporation" or "Dogwood Alliance"). The Corporation is a North Carolina nonprofit corporation organized under the North Carolina Nonprofit Corporation Act (the "Act") contained in Chapter 55A of the North Carolina General Statutes ("NCGS"). The name may be changed only by consensus of the entire board of directors of the Corporation ("Board" or, individually "Director").

1.2 Articles of Incorporation

The Corporation was formed upon the filing of the Articles of Incorporation with the North Carolina Secretary of State on December 22, 1998. The "Articles of Incorporation" shall mean the initial Articles of Incorporation as filed on December 22, 1998, as amended and/or restated in accordance with the provisions of these Bylaws.

2. PURPOSE

2.1. Mission

Dogwood Alliance mobilizes diverse voices to protect Southern forests and communities from destructive industrial logging. Through community and grassroots action, holding corporate and government decision-makers accountable, and catalyzing large-scale conservation, Dogwood advances a twenty-first century society that values standing forests for the many ways they sustain life.

2.2. Nonprofit Purpose

This Corporation is organized exclusively for the purposes described in Section 2.1 of these Bylaws and in accordance with Section 501(c)(3) and Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

3. OFFICES

3.1. Principal Office

The principal office of the Corporation shall be 93 Church Street, Asheville, NC 28801 (Mailing address: P.O. Box 7645, Asheville, NC 28802) and may be relocated from time to time as determined by the Board.

3.2. Other Offices

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board, from time to time, designates.

4. NONDISCRIMINATION POLICY

The Dogwood Alliance does not discriminate on the basis of age, race, socio-economic status or sexual orientation.

5. BOARD OF DIRECTORS

5.1. Powers

Subject to the provisions of the laws of North Carolina and any limitations in the Articles of Incorporation, the Board will manage these Bylaws and the affairs of the Corporation. It shall be the function of the Board to develop policies and ensure that they are carried out by the organization and take any other actions necessary to realize the mission of the organization. Notwithstanding anything herein to the contrary or under North Carolina law, the Corporation shall be governed, and the provisions of these Bylaws shall be construed, consistent with the requirements of a nonprofit corporation qualified under Section 501(c)(3) of the Code.

5.2. Duties

It shall be the duties of the Directors to:

- a) Stand in a fiduciary relation to the Corporation and discharge the duties of their respective positions in good faith, and with the diligence and care which ordinarily prudent persons would exercise in similar circumstances and like positions;
- b) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, and by these Bylaws;
- c) Hire and supervise Dogwood Alliance's executive director ("Executive Director"), review the staff's annual plan and approve the organizational budget; and
- d) Meet at such times and places as required by these Bylaws.

5.3. Operating Principles

The Board shall conduct its business pursuant to operating principles which shall be approved annually by the Board, and which may be changed at any time upon a consensus of the Board.

5.4. Quorum

A quorum shall consist of a simple majority of all current voting Directors. A quorum, once established at any particular meeting, will remain even though Directors leave the meeting for any reason whatsoever, causing less than a majority of directors to be present at the meeting.

5.5. Action by Consensus

Decisions of the Board are made by consensus. The decisions of a consensus of the directors present at a meeting at which a quorum is present shall be the act of the Board. Reasonable attempts shall be made to solicit the input of each of the Directors on matters under consideration.

If, after best efforts are applied, a consensus cannot be reached on a decision regarding: the hiring or removal of the Executive Director, merger or acquisition of Dogwood Alliance, dissolution of Dogwood Alliance, or an issue of similar gravity, the Directors shall decide such issue by vote, with a supermajority of the full Board required to prevail. A supermajority shall consist of three fourths (3/4) or more of the Directors. When a vote is made by electronic mail, it shall be completed within two weeks.

5.6. Composition

The Board will consist of at least eight (8) people and will strive to be inclusive with respect to gender, geography, race, age, and areas of expertise. The Executive Director will serve as a non-voting member of the Board.

5.7. Qualifications

Any person may serve as a Director provided they agree with Dogwood Alliance's mission, goals, and strategies and respect the consensus decision-making process.

5.8. Commitment

Directors are expected to prepare regularly for and participate in scheduled meetings, serve on at least one committee and actively participate in the work of the Board, including the four annual Board Meetings. At the discretion of the Executive Director and Board Chair, Directors may be relieved of committee participation if they are providing an equivalent benefit to the organization through other means. Directors that are absent from two consecutive meetings of any kind or three meetings within a 12 month period without first notifying the chair of the Board (“Chair”) or the relevant committee chair will be considered to have tendered their resignations to the Board. The Board will approve all such resignations.

5.9. Nomination

Nomination shall be by consensus of Directors present at any Annual, Regular, or Special meeting.

5.10. Term

Each Director is expected to serve at least three (3) years or until their death, resignation, removal or disqualification or until a successor is duly elected and qualified. A Director may serve up to six (6) consecutive years, contingent on annual board consensus, before being required to take at least one (1) year off.

The Chair shall remain a member of the Board for one year following her term; if the Chair’s term on the Board expires during the same year, she will serve in a non-voting advisory role the following year.

5.11. Compensation of Directors

Directors shall not receive any compensation for their services as such; provided, however, that they may be reimbursed for expenses incurred on behalf of the Corporation and nothing in this Section 5.11 shall be construed to preclude any person who is a Director from also serving the Corporation in another capacity and receiving compensation therefor.

5.12. Meetings

5.12.1. Annual Meeting

The Annual Meeting of the Board shall be held on the first full weekend in February, or such other date and time as the Board otherwise determines, at any place chosen by the Board, for the purpose of electing Directors and officers of the Corporation and for the transaction of any other business properly before the Board.

5.12.2. Regular Meetings

The Board may hold Regular Meetings annually, in addition to the Annual Meeting, as scheduled by the Board or as revised by the Chair.

5.12.3. Special Meetings

Any two Directors or the Chair may call for a special meeting of the Board at the place, date and time specified in the notice of special meeting (see Section 5.12.4).

5.12.4. Notice of Meetings

Annual meetings of the Board may be held upon ten (10) days notice. Notice of any special meeting of the Board shall be given at least five (5) days prior thereto. All notices shall be in writing delivered personally or sent by mail, e-mail or facsimile transmission, or other usual means of communication, or to each Director at her address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when the e-mail is not returned as undeliverable. If notice is given by facsimile transmission, such notice shall be deemed to

be delivered when the transmission is sent. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

5.12.5. Informal Action

Action taken by the Board without a meeting is nevertheless Board action if written consent to the action in question is signed by each of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken. If a meeting of Directors otherwise valid is held without proper cause or notice, action taken at such meeting otherwise valid is deemed ratified by a Director who did not attend unless promptly after having knowledge of the action taken and of the impropriety in question she files with the secretary of the Board (“Secretary”) a written objection to the holding of the meeting or to any specific action so taken.

5.12.6. Conference Telephone Meetings

Directors may participate in a meeting of the Board by means of a conference telephone, video conference, or similar communications device or technology that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall be deemed presence in person at such meeting.

5.12.7. Electronic Records

For purposes of notice, voting, and other corporate actions, the Corporation and its Directors, and officers agree and consent to the use of electronic means in the transaction of the business of the Corporation in accordance with the Uniform Electronic Transactions Act under NCGS Chapter 66, Article 40.

5.13. Removal, Resignation, and Vacancies

A Director may be removed with or without cause from the Board by consensus of the entire Board less the member whose removal is at issue. Cause for removal includes, but is not limited to, the following: repeated failure to attend meetings, failing to fulfill the duties required of directors, or intentional acts or omissions which a prudent person could reasonably have foreseen would seriously damage the reputation or interests of The Dogwood Alliance.

A Director may resign from her position on the Board at any time by giving notice of her resignation in writing addressed to the Chair or Secretary or by presenting her written resignation in person at any annual, regular, or special meeting of the Board. The Board may elect a successor Director to hold office for the unexpired term of the Director whose position shall be vacant, or may leave such position vacant if there are at least eight (8) remaining Directors, or may provide for the election of a person to fill the unexpired term at any regular, special, or annual meeting of the Board at which the Directors also elect new Directors for a three-year term.

5.14. Non-Liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

5.15. Indemnification by Corporation of Directors and Officers

It is the policy of this Corporation to attract and maintain responsible, qualified Directors and officers and to such end, to alleviate the risk of personal liability of such officers and Directors through indemnification and insurance to the fullest extent available and as authorized by Chapter 55A, Part 5, Article 8, of the North Carolina General Statutes.

(a) Except as provided herein and in accordance with NCGS §55A-8-51 any person who at any time serves or has served as a Director or officer of the Corporation shall be indemnified by the

Corporation if such person is made an individual party in a proceeding because such person is or was a Director or officer of the Corporation, and if such person:

- (1) conducted herself in good faith;
- (2) reasonably believed:
 - (i) in the case of conduct in her official capacity with the Corporation, that her conduct was in the Corporation's best interest; and
 - (ii) in all other cases that her conduct was at least not opposed to the best interest of the Corporation; and,
- (3) in the case of any criminal proceeding, she had no reasonable cause to believe her conduct was unlawful.

(b) Notwithstanding the foregoing, this Corporation shall not indemnify any officer or Director:

- (1) in connection with any proceeding by or in the right of the Corporation in which the Director or officer was adjudged liable to the Corporation; or
- (2) in connection with any other proceeding charging improper personal benefit to the Director or officer whether or not involving action in her official capacity, in which the Director or officer was adjudged liable on the basis that personal benefit was improperly received by such Director or officer.

However a Director or officer may be indemnified by the Corporation in connection with a proceeding by or in the right of the Corporation that is concluded without final adjudication on the issue of liability provided such indemnification is limited to reasonable expenses incurred in connection with the proceeding.

(c) In accordance with NCGS §55A-8-53 expenses incurred by a Director or officer in defending a proceeding may be paid by the Corporation in advance of the final disposition of such proceeding as authorized by the Board in the specific case or by resolution or by contract upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that the Director or officer is entitled to be indemnified by the Corporation against such expenses.

(d) The Corporation shall not indemnify an officer or Director in accordance with the authority to indemnify contained in this Section 5.15 and under NCGS Section 55A-8-51 unless authorized in the specific case after a determination has been made that indemnification is permissible in the circumstances because the Director or officer has met the standard of conduct set forth herein and under NCGS Section 55A-8-51. Determination as to indemnification and the reasonableness of expenses shall be made in accordance with NCGS §55A-8-55.

(e) In addition to the indemnification provisions above, the Corporation may by resolution agree to indemnify any one or more of its officers, Directors, employees, or agents against liability and expenses in any proceeding arising out of their status as such or their activities in any one of the foregoing capacities, provided, however, the Corporation shall not indemnify or agree to indemnify any Director, officer, employee, or agent against liability or expenses she may incur on account of her activities which were at the time taken, known, or believed by such person to be clearly in conflict with the best interests of the Corporation or if she received an improper personal benefit.

5.16. Conflict of Interest

Directors shall declare the existence of any direct or indirect conflict of interest—financial or otherwise—disclose its nature on the record, and abstain from consenting or voting on that matter. A conflict is always

present when a decision or transaction concerns a Director's personal financial interests or those of his/her family. Directors and officers of Dogwood Alliance may enter into transactions or contracts with Dogwood Alliance, subject to the limitations of law, the Articles of Incorporation, and these Bylaws regarding such dealings. All transaction of the Dogwood Alliance involving the personal financial interests of Directors, officers, or employees shall adhere to standard business practice as a result of the corporate role of a director, officer, or employee. A conflict of interest transaction may be approved by consensus of Directors who do not have any conflict of interest in the matter being considered; provided, however, that no such transaction may be approved if it would constitute self-dealing prohibited under Section 4941 of the Code, or the corresponding provisions of any later Federal tax laws, or if it would violate any other provision of Chapter 42A of the Code, or the corresponding provisions of any later Federal tax laws. Individuals with conflicts of interest may serve on the Board, including independent contractors; however, such person and his/her relatives must always constitute less than a majority of the Board.

5.17. OFFICERS

5.17.1. Officers of the Corporation

The officers of the Corporation shall consist of a Chair, a Vice Chair, a Secretary, and a Treasurer. Any two (2) or more offices, except Chair and Secretary, may be held by the same person. No officer may act in more than one (1) capacity where the actions of two (2) or more officers are required.

5.17.2. Duties

Officers shall stand in a fiduciary relation to the Corporation and shall discharge the duties of their respective positions in good faith, and with that diligence and care which ordinarily prudent persons would exercise in similar circumstances and like positions.

5.17.3. Chair

The Chair is responsible for the overall coordination of the Board, may attend any committee meetings, communicates regularly with the Executive Director and all Directors, facilitates all full Board meetings and engages in all other Board responsibilities.

5.17.4. Vice Chair

The Vice Chair may attend any committee meetings, assists the Chair with full Board meetings, and engages in all other Board responsibilities. The Vice Chair, when acting as Chair, shall have all the powers of and be subject to all the restrictions of the Chair.

5.17.5. Secretary

The Secretary is responsible for maintaining the records of all Dogwood Alliance meetings and conferences including all decisions. The Secretary is responsible for taking and distributing in a timely manner the minutes of Board conference calls and meetings.

5.17.6. Treasurer

The Treasurer is responsible for setting up an annual budget cycle, overseeing the annual budget development process, helping the staff draft the budget and ensuring that long term financial projections are complete and reliable. The Treasurer will also ensure the completion of an annual audit as required. The Treasurer will analyze and report on budget and current expenditures at all Board meetings and will make a final report at the end of the cycle.

5.17.7. Election of Officers

Officers shall be members of the Board. Officers shall be elected to their offices by consensus of the full Board at the last annual meeting of each year, as necessary, and shall assume their duties upon the following January 1. Directors may also volunteer to hold an office, which shall be approved by consensus of the full board.

5.17.8. Vacancies

A vacancy in any office may be filled for the unexpired term by the Board.

5.17.9. Compensation of Officers

No officer of the Corporation shall receive a salary for services as such officer, except as approved by the Board. The Board may provide for the payment of expenses incurred by officers in connection with the performances of their duties.

5.17.10. Terms of Office

Officers, with the exception of the Vice Chair, each shall serve a two (2) consecutive-year, renewable term. The Vice Chair shall serve a one year term. Officers serve at the discretion of the Board and shall be subject to the same removal procedures as set forth for Directors.

5.18. COMMITTEES, SUBCOMMITTEES, ADVISORY BOARD

The Board may create committees, subcommittees, and an advisory board and make appointments to them from time to time at its discretion. Membership of each may consist of, but is not limited to, Directors, Dogwood Alliance staff, and others with relevant expertise. Vacancies in the membership of any committee may be filled by appointments by the Board. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and committees shall act by consensus.

6. MEMBERS**6.1. Nonvoting Members**

Dogwood Alliance may have nonvoting members.

6.2. Rights and Obligations of the Nonvoting Members

A membership may be held by one person, a group, an organization, or a business. All such entities supporting the mission statement and paying annual dues as specified from time to time by the staff shall be considered members of Dogwood Alliance and shall be entitled to all rights and privileges of membership as determined by the Board from time to time consistent with other applicable provisions of the Articles of Incorporation, these Bylaws, and the laws of the State of North Carolina governing nonprofit corporations.

The nonvoting members shall have no power to vote on the election of Directors or members, or to participate in a binding vote on any corporate matters. The Board may by resolution establish categories of nonvoting members and determine the dues, duties and privileges of members in those categories. The Board or staff may establish, alter, or waive dues for nonvoting members. The Board may by resolution set or alter the Corporation's policies regarding the selection, tenure, resignation, removal and any other matters concerning the nonvoting members.

6.3. Member Expulsion

The Board may suspend or expel a member whenever the best interests of Dogwood Alliance would be served thereby. A member threatened with removal shall be notified of such intent and the reasons given for the proposed removal, and shall have the right to respond to charges and to present a defense.

7. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

- a) Minutes of all meetings of the Board;
- b) A conformed copy of the Corporation's Articles of Incorporation and Bylaws;
- c) Adequate and correct books and records of its corporate bank account(s); and

d) Copies of all correspondence and filings with the IRS.

8. CONTRACTS, CHECKS, DEPOSITS, FUNDS AND AUDITS

8.1. Contracts

The Board may authorize any officer or officers, employee or employees, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

8.2. Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officers, employees, or agents of the Corporation and in such manner as shall from time to time be determined by resolutions of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chair or Vice Chair of the Corporation.

8.3. Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board or authorized officers, employees, or agents may select.

8.4. Gifts

The Board or authorized officers, employees, or agents may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8.5. Audits

The books and records of the Corporation may be audited for each fiscal year by an accountant or accountants to be selected each year by the Board or authorized officers, employees, or agents, and the audit report or the result of such audit report shall be submitted to each Director promptly after its completion. All books and records of the Corporation may be inspected by any Director for any proper purpose at any reasonable time.

9. IRC 501(C)(3) TAX EXEMPTION PROVISIONS

9.1. Limitation on Activities

Notwithstanding any other provisions of these Bylaws, this Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

9.2. Prohibition Against Private Inurement

No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its members, Directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this Corporation.

9.3. Disposition of Assets

Upon the dissolution or liquidation of the Corporation, any net assets of the Corporation remaining after the satisfaction of its liabilities shall be transferred and delivered to one or more Qualifying Charitable Organizations as shall be selected by the Board in its sole discretion, or to federal, state, or local

government to be used exclusively for charitable, religious, educational, or scientific purposes as shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue Laws), and which shall also then be described in Sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code, and which shall also then be described in Sections 509(a)(1), 509(a)(2) or 509(a)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Laws).

10. AMENDMENT OF BY-LAWS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by consensus of the Directors present at any annual, regular or special meeting; provided, however, that at least ten (10) days notice in writing shall be given of the intention to alter, amend, or repeal or to adopt new Bylaws at such meeting, and such notice shall contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment.

11. CONSTRUCTION AND TERMS

11.1. Conflict

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of this Corporation, the provisions of the Articles of Incorporation shall govern.

11.2. Severability

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

11.3. Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

11.4. Gender and Grammar

The use of the masculine gender in the Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

11.5. Citations of Law

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended for time to time, or to corresponding provisions of any future federal tax code.

We, the undersigned, being all of the Directors of the Corporation, consent to, and hereby do, adopt the foregoing Bylaws, consisting of 8 preceding pages and this page, as the Bylaws of this Corporation.

Dated: ___ 11/21/2017 _____

<<by consensus of the Board at 11/21/2017 meeting>>