

**GOVERNING PROVISIONS OF
LEADERSHIP GREATER TOPEKA
a program of the
GREATER TOPEKA PARTNERSHIP, INC.**

I. BOARD OF ADVISORS

- A. Number, Qualification and Term. (i) The business and affairs of Leadership Greater Topeka (LGT) shall be overseen by a Board of Advisors, the minimum number of which shall be twelve (12) and the maximum number of which shall be twenty one (21). Only graduates of the LGT program are eligible to serve on the Board of Advisors. The Board of Advisors shall be made up of:
- a. At least 3 representatives of each of the 3 immediately preceding LGT classes;
 - b. At least 3 LGT alumni who are not members of any of the 3 immediately preceding LGT classes; and
 - c. At least 3 LGT alumni who have been appointed by the Chair because of their proven long-term involvement with and support of the LGT program
- B. (ii) The length of the term of Advisors, except appointed Advisors, shall be three years unless an individual is appointed to fulfill an unexpired term. Appointed Advisors shall serve for one-year terms. The Advisors shall hold office for the length of their term or until their successors shall have been elected and shall qualify; however, no provision of this section shall be restrictive upon the right to remove Advisors as is hereinafter provided. Advisors shall not serve for more than two (2) consecutive three-year terms. Notwithstanding the foregoing, representatives of the Class of 2016 shall serve for one-year terms and representatives of the Class of 2017 shall serve for two-year terms.
- C. Election or Appointment of Advisors. The Nominating Committee shall select and secure acceptance from candidates for Advisor positions expiring at the end of that calendar year. The slate of candidates shall be submitted to the Board of Advisors for approval during the Fall. At the meeting when the slate is presented, Advisors present may make nominations from the floor. The newly elected Advisors shall be installed at the December meeting of the Board of Advisors first following their election and they shall assume all the powers previously vested in their predecessors effective on January 1 immediately following such December meeting.
- D. Vacancies. Vacancies on the Board of Advisors may be filled by appointment of the Chair, subject to ratification by the Board. A vacancy on the Board of Advisors shall be deemed to exist in case of the death, resignation or removal of any Advisor, or if the Authorized number of Advisors is increased, or if any Advisor or Advisors elected shall refuse to serve.

The Advisors may, at any time, by a majority vote of those entitled to vote, remove any Advisor with cause. Cause shall include, but not be limited to, missing fifty percent (50%) of the meetings during any calendar year or failing to abide by any ethical practices criteria adopted by the Board.

- E. Place and Notice of Board Meetings. The meetings of the Board shall be held at the principal offices of the Greater Topeka Partnership, unless a different place is specified in the notice or waiver of notice of the meeting, which such notice may be given in person, by mail or by electronic mail.
- F. Quorum. A quorum of all meetings of the Board of Advisors shall consist of a majority of the whole Board. Less than a quorum may adjourn the meeting successively until a quorum is present and no notice of adjournment shall be required. Whenever corporate action is to be taken by vote of the Advisors, it shall be by a majority of the votes cast at a valid meeting of Advisors entitled to vote thereon.
- G. Special Meetings. Special meetings of the Board of Advisors may be called at any time by the Chair or by any three Advisors so requesting the meeting. Special meetings of the Board may be held at any time that all Advisors are present in person. Unless specifically required by these provisions, neither the business to be transacted at nor the purpose of any special meeting of the Board need be specified in the notice or waiver of notice of such meeting.
- H. Compensation. Advisors shall serve without compensation for their services and status as Advisors, but in the event of an extraordinary expense incurred by any Advisor, the Board, at its discretion, may direct the Greater Topeka Partnership to reimburse such expense. Nothing herein shall preclude an Advisor, who is also an employee of the Greater Topeka Partnership, from being compensated for his or her services as an employee of the Partnership.
- I. Removal of Advisors. The Board, by a majority vote of all of the Advisors, may declare vacant the office of an Advisor who is removed for cause. "Cause" shall mean any action or inaction which, in the sole discretion of the Board, materially and adversely affects or may affect the Greater Topeka Partnership or if such Advisor is declared of unsound mind by an order of the court or is convicted of a felony.
- J. Waiver of Notice. Whenever any notice is required to be given under these provisions, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when such attendance is for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

- K. Attendance by Tele-Conference. Advisors may participate in meetings of the Board or any committee by means of telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in such manner shall constitute attendance at such meeting.
- L. Action Without A Meeting. Nothing in these provisions shall be construed so as to prevent any action required or permitted to be taken at a regular or special meeting of the Board, to be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Advisors entitled to vote with respect to the subject matter thereof.

II. OFFICERS

- A. Election. The Advisors at their first regular meeting of each calendar year, shall elect a Chair-Elect, a Selection Chair, a Planning Chair and, if desired, one or more additional officers. The officers elected at such meeting shall assume their roles immediately. The Executive Director of LGT and the immediate past Chair shall also be officers. Any number of offices may be held by the same person. Only individuals serving on the Board of Advisors may serve as officers.
- B. Duties and Powers. All officers of LGT shall respectively exercise and perform such powers, duties, and functions as are provided by law and as are generally exercised by officers in corporate affairs, and as may be directed by the Advisors, specifically excluding the authority to execute instruments in the name of or on behalf of LGT, the Greater Topeka Partnership or any of its Partner entities.
- C. Compensation. The officers shall serve without compensation for their services and status as Advisors, but the Greater Topeka Partnership may reimburse reasonable expenses incurred on its behalf. Nothing herein shall preclude an officer, who is also an employee of the Partnership, from being compensated for his or her services as an employee of the Partnership.
- D. Delegation of Duties. In the event of absence or inability of any officer to act, the Advisors may delegate the power or duties of such officer to any other officer or Advisor whom they may select.
- E. Bond. The Advisors may, in their discretion, require any officer before entering upon his or her duties to furnish a bond in such amount and with such sureties as may be determined by the Advisors.

- F. Term and Removal. The term of each office shall be one (1) year. The Chair of the Board shall serve no more than two (2) consecutive terms in office. Each elected officer shall hold office until his or her successor is chosen and qualified, or until he or she resigns or is removed by the Advisors, whichever occurs first. Any officer may be removed by the Advisors at a meeting called for that purpose whenever in their judgment the best interests of LGT or the Greater Topeka Partnership will be served thereby.

III. COMMITTEES

- A. General. The Advisors may designate, by resolution passed by a majority of the whole Board, one or more committees, each committee to consist of Advisors, officers and/or other interested parties. The Advisors may delegate to a committee such authority as the Advisors deem appropriate and reasonable.
- B. Standing Committees. The following shall be standing committees of the Board of Advisors, members of which shall be appointed each year at or before the first annual organizational meeting of the Board of Advisors:
- i. *Advisory Nominating Committee*. A Nominating Committee consisting of the Chair-Elect, who shall serve as chair of the committee, the immediate past Chair and at least three Advisors who are not standing for re-election. The Nominating Committee shall be tasked with identifying candidates for positions on the Board of Advisors as described elsewhere herein.
 - ii. *Program Selection Committee*. A Selection Committee consisting of the Selection Chair, the Board Chair and Chair-elect and such additional number of Advisors as the Selection Chair and the Board Chair shall deem appropriate. The Selection Committee shall be tasked with planning and executing the process whereby each year's LGT Class is selected.
 - iii. *Program Planning Committee*. A Planning Committee consisting of the Planning Chair and such additional number of Advisors as the Planning Chair and the Board Chair shall deem appropriate. The Planning Committee shall be tasked with providing consult and assistance in planning the program sessions.
 - iv. *Alumni Committee*. An Alumni Committee consisting of the Alumni chair and such additional number of LGT Alumni committee members as the Advisory Chair and Board Chair shall deem appropriate. The Alumni Committee shall be tasked with providing consult and assistance toward planning and developing Alumni opportunities.

IV. INDEMNIFICATION

- A. General. The Greater Topeka Partnership shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Greater Topeka Partnership, by reason of the fact that such person is or was an Advisor of LGT, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including attorney fees, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of LGT or the Greater Topeka Partnership; and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.
- B. No Presumption. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of LGT or the Greater Topeka Partnership, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.
- C. Expenses. (i) To the extent that an Advisor, officer, employee or agent of the Greater Topeka Partnership has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1, or in defense of any claim, issue or matter therein, such Advisor, officer, employee or agent shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith, including attorney fees.
- (ii) Expenses incurred by an Advisor, agent or officer in defending a civil or criminal action, suit or proceeding may be paid by the Greater Topeka Partnership in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Advisor, agent or officer to repay such amount if it is ultimately determined that such person is not entitled to be indemnified by the Greater Topeka Partnership as authorized by this section. Such expenses incurred by employees may be so paid upon such terms and conditions, if any, as the Chair's Council of the Greater Topeka Partnership deems appropriate.
- D. Authorization. Any indemnification under Section 7.1, unless ordered by a court, shall be made by the Greater Topeka Partnership only as authorized in the specific case upon a determination that indemnification of the Advisor, officer, employee or agent is proper in the circumstances because such Advisor, officer, employee or agent has met the applicable standard of conduct set forth in Section 7.1. Such determination shall be made (1) by the

Chair's Council of the Greater Topeka Partnership by a majority vote of a quorum consisting of Council members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Council members so directs, by independent legal counsel in a written opinion.

- E. Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to these provisions shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law or agreement, both as to action in a person's official capacity and as to action in another capacity while holding such office.

- F. Insurance. The Greater Topeka Partnership shall purchase and maintain, directly or through its general liability insurance, insurance on behalf of any person who is or was an Advisor, officer, employee or agent of the Greater Topeka Partnership, whether or not the Greater Topeka Partnership would have the power to indemnify such person against such liability under these provisions.

- G. Continuing Effect. The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Advisor, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

V. FINANCE

LGT is a program of the Greater Topeka Partnership. As such, its finances are subject to the policies and procedures of the Greater Topeka Partnership. Expenditures pertaining to LGT shall only be as authorized by the Executive Director in accordance with the annual budget set by such Executive Director in conjunction with GTP management. No Advisor shall have authority to make expenditures or incur obligations on behalf of LGT.

CERTIFICATION

The foregoing Governing Provisions were adopted by the initial members of the LGT Board of Advisors at their first regular meeting dated the ____ day of _____, 2018.

_____, Chair