

# FELDENKRAIS® Educational Foundation of North America

## CORPORATE BYLAWS

### ARTICLE 1: NAME

The corporation name is Feldenkrais® Educational Foundation of North America (FEFNA), a nonprofit foundation incorporated in the State of Oregon.

### ARTICLE 2: PURPOSE

FEFNA is organized and will operate specifically and exclusively according to its Mission Statement for the research, educational, public awareness, and charitable purposes supporting and advancing the Legacy of the Feldenkrais® Method ® of somatic education, none of which is for profit.

FEFNA is subject to the limitations stated in its Articles of Incorporation filed with the State of Oregon, organized under Chapter 65 of the Oregon State Revised Statutes for Non-profit Corporations 2019 Edition, and Section 501(c)(3) of the Internal Revenue Service Code of 1954 or any future provisions.

### ARTICLE 2: MEMBERSHIP

This foundation will have no members.

### ARTICLE 3: BOARD OF DIRECTORS

**Section 1 - GENERAL POWERS AND DUTIES:** The governing body of FEFNA is the Board of Directors (Board) which has full authority and responsibility for the direction and control of this foundation unless stated otherwise in these Bylaws. Further, Directors have the fiduciary duty to act in good faith, in a manner believed to be in the best interests of the foundation, and complying with any policy should a conflict of interest arise.

Directors will receive no compensation for their service to this Board but may be reimbursed for reasonable pre-authorized expenses in conjunction with their service to this Board.

The Board positions will be comprised of individuals who demonstrate a significant interest and commitment to the Purpose stated in Article 1 of these Bylaws, and will not be restricted on the basis of race, color, religion, age, national origin, gender, disability, sexual orientation or other legally-protected class.

**Section 2 - NUMBER:** The Board will consist of a minimum of no less than five (5) and a maximum of nine (9) Directors in good standing.

**Section 3 - APPOINTMENTS:** Directors will be appointed to fill a vacancy on the FEFNA Board by a majority vote of the FGNA Board with concurrence by the FEFNA Board. The majority of the Board will consist of FGNA Professional Members, at least one (1) of whom also serves as a Director on the FGNA Board and will serve as the Liaison between the FGNA and FEFNA Boards. Directors on the FEFNA Board will appoint its own Officers.

**Section 4 - TERMS:** A Director's term will commence immediately upon appointment unless specified otherwise. Directors will each serve a three (3) year term and will have staggering expiration dates of their terms. Directors may serve successive terms in office.

**Section 5 - RESIGNATION AND REMOVAL:** Any Director may resign by delivering notice to the FEFNA Board. Any Director may be removed, with or without cause, by a majority vote of the FGNA Board.

**Section 6 - OFFICERS:** The FEFNA Board will collectively appoint the President, Secretary, and Treasurer. One (1) Director will also be appointed to serve as a Director/Vice President should the President be absent.

**6a - PRESIDENT:** This Officer will oversee the governance of this foundation with executive powers and duties pertaining to the Office, be responsible for preparing agendas and presiding at meetings of the Board, and have any additional responsibilities as prescribed from time to time by the Board.

**6b - SECRETARY:** This Officer will have the primary responsibility for documenting the proceedings of all Board meetings and actions taken in the form of comprehensive Minutes, will serve as the custodian for the foundation's records, and have any additional responsibilities as prescribed from time to time by the Board.

**6c - TREASURER:** This Officer will have the overall responsibility for all of the foundation's financial affairs and communications of same with the Board, and have any additional responsibilities as prescribed from time to time by the Board.

**Section 7 - MEETINGS:** Regular and special meetings will be convened as the needs of the foundation dictates. The dates and times will be set and notice will be effectively communicated by the President of the Board or their designee by giving a written notice to the Board as follows: Regular meetings with a minimum of a three (3) day notice, and Special meetings with a

minimum of a twenty-four (24) hour notice. These meetings may be held in person or by any efficient and effective form of modern telecommunication which allows Board members to be interactive. The Board will adopt rules of order deemed appropriate to respectfully conduct all meetings. Minutes of every meeting must be documented.

**Section 8 - QUORUM:** At any meeting of the Board, a majority of Directors then in office will constitute a quorum for all actions taken.

**Section 9 - ACTION BY CONSENT:** Any immediate actions required or permitted to be taken at a meeting of the Board may be accomplished without a scheduled meeting if the action can be concisely set forth and consent can be obtained in writing from the Directors.

**ARTICLE 4 - COMMITTEES:** The FEFNA Board will designate whatever committees deemed necessary to support the stated Purpose of this foundation. The objectives and responsibilities of such committees will be clearly defined by the Board.

**Section 4a - COMMITTEE CHAIRPERSON:** Each committee will have a Chairperson who will also be a Director on the Board, or be appointed as Chairperson by a majority of the Board. The Chair will have the full responsibility for communicating the committee's actions to the Board. The Chair will appoint the members of the committee to serve and be Board approved.

**Section 4b: LIMITATIONS ON THE POWERS OF COMMITTEES:** Committees are advisory to the Board and may not commit FEFNA in any manner.

**ARTICLE 5 - FINANCIAL:** The financial status of FEFNA will be regularly assessed and reported to the Board at meetings or upon request by the Board. The reporting will be done by the Treasurer and/or with the assistance of a management company currently contracted with FEFNA and/or FGNA.

**ARTICLE 6 - INDEMNIFICATION AND INSURANCE:** FEFNA will indemnify to the fullest extent not prohibited by laws any person who is made or threatened to be made a party to any action, suit or other proceeding, by reason of the fact that the person is or was an Director or Officer of FEFNA. Interpretation of this indemnification will extend to all persons covered by its provisions in the most liberal sense - substantively, procedurally and otherwise.

FEFNA will have the power to purchase and maintain insurance on behalf of its Directors and Officers against any expenses incurred in any proceeding for any liabilities asserted against any Director or Officer.

Protections for the activities of volunteers of this nonprofit foundation are cited in Public Law 105-19, "Volunteer Protection Act of 1997" which FEFNA will adhere to.

**ARTICLE 7 - MISCELLANEOUS PROVISIONS:**

**Section 7.1 - Fiscal Year:** Established as January 1 to December 31.

**Section 7.2 - Policy Governance:** Policies and procedures written in support of this foundation will complement these Bylaws.

**Section 7.3 - Interpretation of Bylaws:** In the event any ambiguity or dispute arises in the interpretation of these Bylaws, such ambiguity or dispute will be resolved by a majority of an affirmative vote of the FEFNA Board.

**Section 7.4 - Amendments to the Bylaws:** These Bylaws may be altered, amended, or repealed and new Bylaws adopted by an affirmative vote of a quorum of the Directors at a regular or special Board meeting and is subject to the approval by the FGNA Board.

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I, the FGNA Secretary, attests this version of these FEFNA Bylaws was approved by the FGNA Board on this date.

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(date)

