

# BYLAWS

## MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEE RETIREMENT SYSTEMS (M.A.P.E.R.S.)

### ARTICLE 1 OFFICES

1.01 Principal Office. The principal office of MAPERS shall be at such place within the State of Michigan as the Board may determine from time to time.

1.02 Other Offices. The Board may establish other offices in or outside the State of Michigan.

### ARTICLE 2 MEMBERS

2.01 Membership. MAPERS shall have three (3) classes of membership.

A. Plan Membership. A Plan Member shall be a public employee benefit plan in the State of Michigan. Plan membership applications must be submitted to the Secretary/Treasurer for approval by the Board.

B. Corporate Membership.

1. Corporate Membership. A corporation or other business organization who provides professional services to a public employee benefit plan and meets the Board's requirements may apply for Corporate Membership. The Corporate Membership listing shall include the business organization's name and may list no more than two (2) representatives whom shall be associates of the corporate member. A Corporate Member having more than two (2) representatives must apply for additional associate representatives to participate in MAPERS activities. Corporate applications must be submitted to the secretary/treasurer for approval by the Board, and shall include an initiation fee. The Board may adopt qualification rules, regulations, policies, procedures, and/or limitations for Corporate Membership.

2. Associates of Corporate Membership. A person who (a) is an employee of a Corporate Member; (b) provides professional services to a public employee benefit plan; and (c) meets the Board's requirements, may be an Associate of a Corporate Member. The Corporate Membership will list the name of the Associate. Associate applications must be submitted to the secretary/treasurer for approval by the Board and must be sponsored by an active Corporate Member in good standing with MAPERS.

C. Affiliate Membership. An Affiliate Member shall be any service organization who represents the interest of active or retired members of a Plan Member. An Affiliate Membership listing

shall include the service organization's name and two (2) contact persons. Affiliate Membership applications must be submitted to the secretary/treasurer for approval by the Board and must be sponsored by a Plan Member.

2.02 Membership Dues. The Board shall establish the initial and annual dues for MAPERS membership. The Board may establish separate and different dues for each class of membership. The billing and collection of dues shall be in a manner prescribed by the Board.

2.03 Termination/Suspension of Membership. Membership may be terminated or suspended by the Board on the occurrence of any of the following events:

- (a) Failure to pay dues within 90 days after written notice of payment due.
- (b) Failure to satisfy membership requirements.
- (c) Failure to comply with rules and regulations as established by the Board.

2.04 Semi-Annual Member Meetings. MAPERS shall hold semi-annual meetings of the members at its semi-annual conferences. The first meeting shall be held between January 1st and June 30th (the "Spring Meeting") and the second meeting shall be held between July 1st and December 31st (the "Fall Meeting") of each calendar year. The Board Members shall be elected at the Fall Meeting according to Article III. Any other business that may come before the Plan members may be transacted at either the Spring or Fall meetings.

2.05 Special Member Meetings. Special meetings of the members may be called by the Board or by the president. Such meetings shall also be called by the president at the written request of not less than 10 percent of the members.

2.06 Place of Meetings. All member meetings shall be held at such places as determined by the Board and stated in the notice of the meeting.

2.07 Meeting/Conference Attendance. Each Plan Member in good standing shall be entitled to send any authorized members of its governing body, staff, and/or other employee of the plan sponsor to the semi-annual meetings and MAPERS sponsored conferences. Corporate, and/or Affiliate membership status as applicable shall be required of all non-Plan member representatives attending the semi-annual meetings and MAPERS sponsored conferences/events. Voting at meetings shall be conducted according to Section 2.12. The Board shall adopt rules and regulations it deems necessary to implement this provision.

2.08 Notice of Member Meetings. Except as otherwise provided by statute, written notice of the time, place, and purposes of a member meeting shall be given not less than 10 days nor more than 90 days before the date of the meeting. Notice shall be given in writing, including electronically, to each Plan Member at the address as it appears on MAPERS books.

2.09 Record Dates. The Board may fix in advance a record date for the purpose of determining members entitled to notice of and to vote at a member meeting or an adjournment of the meeting, or to express consent to or to dissent from a proposal without a meeting, or for the purpose of

any other action. The date fixed shall not be more than 90 days, nor less than 10 days before the date of the meeting, nor more than 90 days before any other action.

2.10 List of Members. The secretary of MAPERS or the agent having charge of the MAPERS membership records shall make and certify a complete list of the Plan Members entitled to vote at a member meeting or any adjournment. The list shall be available at the time and place of the member meeting, be subject to inspection by any Plan members during the whole time of the meeting, and be prima facie evidence of the members entitled to examine the list or vote at the meeting.

2.11 Quorum. Unless a greater or lesser quorum is required by statute, Plan Members present in person, as of the record date, representing fifty percent (50%) of the Plan Members entitled to vote at a member meeting shall constitute a quorum at the meeting. Whether or not a quorum is present, the meeting may be adjourned by vote of the members present.

2.12 Voting. Each Plan Member shall designate two delegates who shall be entitled to two (2) votes, cast independently and in person, by such authorized representatives as determined by the Plan Member. Corporate and Affiliate Members are not entitled to vote. All voting shall be conducted by the voice vote of all Plan Members present. A roll call vote may be requested on any non-procedural matter. Such a request may be approved by voice vote. If a roll call vote is required, then voting shall proceed on the matter according to this section. When an action, other than the election of Board Members, is to be taken by a vote of the members, it shall be authorized by a majority of the votes cast by the delegates entitled to vote, unless a greater vote is required by statute. Board Members shall be elected by a plurality of votes cast at any election.

### ARTICLE III BOARD

3.01 General Powers. The business, property, and affairs of MAPERS shall be managed by the Board.

3.02 Number. MAPERS shall be administered by a seven (7) member Board.

3.03 Board Members. Board Members shall be elected at the Fall Meeting to serve a term of four (4) years, staggered amongst them as determined by the board, and shall hold office until the expiration of their term, or until the Board Member's death, resignation, or removal. The Board shall consist of no more than one administrator. No person may be nominated or elected to the Board who is not a member of the governing board of a Plan member or an administrator of the Plan Member, as designated by the governing board of the Plan Member.

3.04 Officers. Officers shall be a president, vice president, and a secretary/treasurer. Each officer shall be a member of the Board and elected annually by the Board to serve a term of one (1) year and until a successor is appointed and qualified. An officer may be elected to succeed himself/herself. An officer may resign at any time by providing written notice to the Board. Notice of resignation is effective on receipt or at a later time designated in the notice. The Board may adopt rules and regulations for the election of officers.

3.05 President. The president shall be the chief executive officer of MAPERS and shall have authority over the general control and management of its business and affairs of MAPERS. The president, subject to approval of the Board, shall have the power to appoint or discharge

employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the Board to delegate any specific power to any other officer of MAPERS.

3.06 Vice President. The vice president, shall have the power to perform duties that may be assigned by the president or the Board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the Board directs otherwise. The vice president shall perform all duties incident to the office.

3.07 Secretary/Treasurer. The secretary/treasurer shall (a) have charge and custody over MAPERS funds and securities; (b) keep accurate books and records of MAPERS receipts and disbursements; (c) deposit all moneys and securities received by MAPERS at such depositories in MAPERS name that may be designated by the Board; (d) complete all required corporate filings; (e) keep minutes of Board meetings; (f) be responsible for providing notice to each member, Board Member or officer as required by law, the articles of incorporation, or these bylaws; (g) be the custodian of corporate records; (h) keep a register of the names and addresses of each member, and Board Member; and (i) sign all MAPERS documents and agreements on behalf of MAPERS, unless the Board instructs that the signing be done with or by some other officer, agent, or employee; (j) be responsible for all organizational details of the semi-annual meetings with the exception of the program agenda unless the Board directs otherwise; and (k) perform all duties incident to the office and other duties assigned by the president or the Board.

3.08 Elections. The president shall, at the Spring meeting, appoint a nominating committee consisting of three (3) representatives from active Plan Members, who shall solicit candidates and present their nominations at the Fall Meeting. Nominations may be made from the floor. In the event two (2) or more persons shall be nominated for any one office, the election shall be held by secret ballot according to section 2.12.

3.09 Resignation. A Board Member may resign at any time by providing written notice to the Board. Notice of resignation will be effective on receipt or at a later time designated in the notice. The expiration of a Board Member's term of office on his/her Plan Member's governing board shall constitute a resignation by the Board member. A successor shall be appointed as provided in section 3.11 of the bylaws.

3.10 Removal. Any Board Member may be removed with or without cause by the unanimous vote of the board, or by a majority vote of the members entitled to vote at an election of Board Members at the Fall Meeting.

3.11 Board Vacancies. In the event a vacancy occurs prior to the expiration of the Board Member's term, the Board shall appoint a successor by majority vote to serve until the next election of Board Members.

3.12 Regular Board Meetings. Regular meetings of the Board may be held at the time and place as determined by the Board without notice other than by agreement of the Board.

3.13 Special Board Meetings. Special meetings of the Board may be called by the president or any two Board members at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Board Member in any manner at least three days before the meeting.

3.14 Statement of Purpose. 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 for that meeting.

3.15 Waiver of Notice. The attendance of Board Member at a Board meeting shall constitute a waiver of notice of the meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the Board Member may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

3.16 Meeting by Telephone or Similar Equipment. A Board Member may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

3.17 Quorum and Voting. A majority of the Board members then in office constitutes a quorum for the transaction of any business at any meeting of the Board. At least four (4) concurring votes shall be required for a valid action by the Board.

3.18 Consent to Corporate Actions. Any action required or permitted to be taken pursuant to Board authorization may be taken without a meeting if, before or after the action, all Board Members consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.

#### ARTICLE IV COMMITTEES

4.01 General Powers. Board, by resolution adopted by a vote of majority of its members, may designate one or more committees, each committee consisting of one or more Board Members as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All Committees designated by the Board shall serve at the pleasure of the Board. A committee designated by the Board may exercise any powers of the Board in managing MAPERS' business and affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to:

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the MAPERS bylaws;
- (d) fill vacancies on the board;
- (e) fix compensation of the Board Members or Officers for serving on the board or on a committee;
- (f) recommend to members the sale, lease, or exchange of all or substantially all of MAPERS' property and assets;
- (g) recommend to the members a dissolution of MAPERS or a revocation of a dissolution; or
- (h) terminate memberships.

4.02 Internal Audit Committee. The Board shall establish a standing audit committee consisting of no less than two (2) Board Members other than the Secretary/Treasurer. Said

committee shall have the authority to review and/or audit the MAPERS books and records at any time.

4.03 Meetings. Committees shall meet as directed by the Board or Committee Chair, and their meetings shall be governed by the rules provided in article III for meetings of the Board. Minutes shall be prepared for each committee meeting and shall be presented to the Board.

4.04 Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

## ARTICLE V CORPORATE DOCUMENT PROCEDURE

5.01 Corporate Documents. All corporate documents shall not be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these bylaws.

## ARTICLE VI INDEMNIFICATION

6.01 Non Derivative Actions. Subject to all of the other provisions of this article, MAPERS 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. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of MAPERS). Such indemnification shall apply only to a person who was or is an Board Member or officer of MAPERS, or who was or is serving at the request of MAPERS as a Board Member, officer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of MAPERS or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of MAPERS or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

6.02 Derivative Actions. Subject to all of the provisions of this article, MAPERS shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of MAPERS to procure a judgment in its favor because (a) the person was or is an Board Member of MAPERS or (b) the person was or is serving at the request of MAPERS as a Board Member, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expense (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and

in a manner the person reasonably believed to be in or not opposed to the best interests of MAPERS or its members. However, indemnification shall not be made for any claim, issue, or matter in which such person has been found liable to MAPERS unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

6.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 6.01 or 6.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

6.04 Contract Right: Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a Board Member as an employee or agent of MAPERS as well as in such person's capacity as a Board Member. Except as provided in section 6.03 of this article, MAPERS shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.

6.05 Determination that Indemnification is Proper. Any indemnification under section 6.01 or 6.02 of this article (unless ordered by a court) shall be made by MAPERS only as authorized in the specific case. MAPERS must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 6.01 or 6.02, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board consisting of Board Member who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of Board members who are not parties to the action. The committee shall consist of not less than two disinterested Board members.
- (c) By independent legal counsel in a written opinion.
- (d) By the members.

6.06 Proportionate Indemnity. If a person is entitled to indemnification under sections 6.01 or 6.02 of this article for a portion of expense, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, MAPERS shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

6.07 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 6.01 or 6.02 of this article may be paid by MAPERS in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by MAPERS. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

6.08 Non exclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or

advancement of expenses may be entitled under a contractual arrangement with MAPERS. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

6.09 Indemnification of Employees and Agents of MAPERS. MAPERS may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of MAPERS to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of Board Members of MAPERS.

6.10 Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a Board Member or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

6.11 Insurance. MAPERS may purchase and maintain insurance on behalf of any person who (a) was or is a Board Member, officer, employee, or agent of MAPERS or (b) was or is serving at the request of MAPERS as a Board Member, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not MAPERS would have power to indemnify against such liability under this article or the laws of the state of Michigan.

6.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to MAPERS and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits MAPERS to provide broader indemnification rights than such provisions permitted MAPERS to provide before any such change.

## ARTICLE VII COMPENSATION

7.01 Compensation. Board Members of MAPERS shall not receive compensation for serving on the Board. When authorized by the Board, a person shall be reasonable compensated for services rendered to MAPERS as an employee, agent, or independent contractor, except as prohibited by these bylaws.

## ARTICLE VIII FISCAL YEAR

8.01 Fiscal Year. The fiscal year of MAPERS shall end on December 31st.

## ARTICLE IX AMENDMENTS

9.01 Amendments. These Bylaws may be amended at either of the semi-annual meetings of MAPERS by a two-thirds vote of the active voting members in attendance at the meeting provided that notice of such amendments be given, in writing, to all Plan Members no less than thirty (30) days prior to such meeting.