

STANDING RULE of the NORTHEAST COMANCHE TRIBE, INC.

CONFLICT OF INTEREST POLICY (Standing rules of the CORPORATION are adopted by a majority vote of those members who cast a ballot and can only be changed by a vote of the members.)

In accordance with **Article 10 - Conflict of Interest**, of the Corporation's bylaws: this Conflict of Interest Policy is designed to help directors, officers, and employees of the Northeast Comanche Tribe, Inc. ("The Tribe") identify situations that present potential conflicts of interest, and to provide The Tribe with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state law, the law shall control.

1. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

a. Outside Interests.

- i. An Agreement or Transaction between The Tribe and a Responsible Person or Family Member.
- ii. An Agreement or Transaction between The Tribe and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.
- iii. An Agreement or Transaction between The Tribe and any entity that is in competition with any other entity in which a responsible person or family member has management control over, responsibility for, or may receive remuneration from (whether accepted or not) any activity that may be involved with or compete with any other activity or entity germane to any issue.

b. Outside Activities.

- i. A Responsible Person competing with The Tribe in the rendering of services or in any other Agreement or Transaction with a third party.
- ii. A Responsible Person having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with The Tribe in the provision of services or in any other Agreement or Transaction with a third party.

c. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

- i. does or is seeking to do business with, or is a competitor of The Tribe; or
- ii. has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from The Tribe;
- iii. is a charitable organization;
- iv. under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of The Tribe.

2. Definitions.

- a.** A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
- b.** A “Responsible Person” is any person serving as an officer, employee, or member of the board of directors of The Tribe.
- c.** A “Family Member” is a spouse, domestic partner, parent, child, brother, sister, or spouse or domestic partner of a child, brother, sister, of a Responsible Person.
- d.** A “Material Financial Interest” in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person’s or Family Member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation. (The board may wish to establish an amount that it would consider to be a “material financial interest.”)
- e.** An “Agreement or Transaction” is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of pecuniary relationship by The Tribe. The making of a gift to The Tribe is not an Agreement or Transaction within the meaning of this document.

3. Procedures.

- a.** Before board or committee action on and Agreement or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- b.** A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c.** A person who has a Conflict of Interest shall not participate in or be permitted to hear the board’s or committee’s discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d.** A person who has a Conflict of Interest with respect to an Agreement or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Agreement or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person’s ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of The Tribe has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the board of directors.
- e.** Responsible Persons who are not members of the board of directors of The Tribe, or who have a Conflict of Interest with respect to an Agreement or Transaction that is not the subject of board or committee action, shall disclose to the Chair or the Chair’s designee any Conflict of Interest that such Responsible Person has with respect to an Agreement or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect The

Tribe's participation in such Agreement or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of The Tribe. Furthermore, a Responsible Person shall not disclose or use information relating to the business of The Tribe for the personal profit or advantage of the Responsible Person or a Family Member or the Responsible Person's company.

5. Review of Policy.

a. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstances might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to The Tribe. Each Responsible Person should also disclose to the board of directors any potential Conflict of Interest that may arise during the course of the year between the submission of annual disclosure forms. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

c. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

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CODE OF CONDUCT POLICY (Standing rules of the CORPORATION are adopted by a majority vote of those members who cast a ballot and can only be changed by a vote of the members.)

In accordance with **Article 6 - Code of Conduct**, of the Corporation's bylaws: the Corporation is non-discriminatory and harassment-free that abides by and requires its members to comply with the following code of conduct:

- (A) The purpose of this code is to protect the health, safety, and wellbeing of the members, the public and those who participate in the activities of flying aircraft.
- (B) The Corporation seeks to provide a safe environment for all its members and those who participate in the activities of maintaining and flying aircraft.
- (C) This code confirms that the Corporation, its Directors, and its members will not tolerate harassment, victimization, dishonesty, threats or abuse of those involved in it, or its member's activities.
- (D) This code records the Corporation's commitment to strong ethical principles, requiring that all people participating in its activities must comply with the principles of safe, responsible and professional behavior.
- (E) The Corporation advocates that everyone who participates in its and its members' activities have the right to be treated with respect and dignity and that they have the right to have any complaints dealt with in a timely, fair, confidential and sensitive manner.
- (F) The Corporation seeks to create an enjoyable and educational experience for its members by organising regular fly-in's and any disruption could upset and distract attendees, potentially creating a liability and may seriously jeopardize the future well-being of the Corporation.

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CONDITION OF MEMBERSHIP POLICY (Standing rules of the CORPORATION are adopted by a majority vote of those members who cast a ballot and can only be changed by a vote of the members.)

In accordance with **Article 5 - Membership**, of the Corporation's bylaws, membership in the Corporation is limited to individuals, who:

- (A) Support the stated purposes of the Corporation.
- (B) Agree to, and comply with **Article 6 - Code of Conduct**
- (C) Is, or has been, a long-term member with the International Comanche Society, Inc.
- (D) Is a current, past or intending to be owner of a Piper Comanche
- (E) Is a pilot with an interest in the Piper Comanche type
- (F) Is the spouse/partner of a member and participates
- (G) Contributes to the educational, scientific, social, charitable activities, or the running of the Corporation.

Members qualify for voting privileges members shall provide accurate identifying information from which the Corporation can determine that the member has authorized the electronic transmission.

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ELECTION PROCESS (Standing rules of the CORPORATION are adopted by a majority vote of those members who cast a ballot and can only be changed by a vote of the members.)

In accordance with **Article 7 - Board of Directors - Board Elections**, of the Corporation's bylaws, the detailed sequence of events are:

- (a) The location and date of the next election is usually first listed in the Fall Nor'easter Fly-in schedule
- (b) Traditionally elections have been held in mid-August at Sky Manor.
- (c) A term of service on the Board is one year
- (d) Members are reminded of the next election in Tribe emails and in later issues of the Nor'easter
- (e) A self-nomination form is placed on the website, timing varies, but at least six months before voting
- (f) The Chief, Assistant Chief, Scribe, and Treasurer may present themselves for reelection as a slate
- (g) The slate is unopposed if nobody nominated by the close of nominations
- (h) An incumbent is unopposed if nobody nominated for that position by the close of nominations
- (i) Nominations close at least 30-days before the scheduled election date
- (j) The Governance committee advises the Board in writing of who is recommended
- (k) A unique ballot number will be sent by email or letter, to each member qualified to vote
- (l) Online voting will be conducted on a secure, and independent, online-service
- (m) Paper voting will be conducted to a secure, and independent, USPS postal box
- (n) Voting will be open for 30 days
- (o) Members who are in good-standing, qualified to vote, may cast one vote for each open position
- (p) A contact is provided to help anyone having difficulties placing their vote
- (q) The Scribe will record one ballot for the slate if it is unopposed
- (r) The Scribe will record one ballot for an incumbent if s/he is unopposed
- (s) The tally of votes will be announced at the fly-in
- (t) Any member has 14 days to request and pay for an audit report
- (u) Results of an election are retained for a least six months