

# **AMENDED AND RESTATED BYLAWS OF KENTUCKY DERMATOLOGICAL ASSOCIATION, LTD.**

**August 25, 2023**

WHEREAS, Kentucky Dermatological Association, a Kentucky unincorporated nonprofit association, previously adopted those certain Bylaws dated 1992 (the “Original Bylaws”) which are currently in effect, and now desires to adopt these Amended and Restated Bylaws (the “Bylaws”), which Bylaws shall supersede the Original Bylaws and govern the Association from the date hereof.

## **ARTICLE I – NAME**

**NAME:** This organization shall be known as the “Kentucky Dermatological Association, Ltd.” hereinafter referred to as “KDA.”

**PURPOSE:** The purposes of KDA are to provide leadership, education, advocacy, and delivery of high-quality dermatological care for the general welfare of society and not for individual profit which includes providing an influential and respected voice with the executive, legislative and judicial branches of government (collectively, the “Purposes”). KDA is organized exclusively for the Purposes and shall conform to the Internal Revenue Service (“IRS”) guidelines for exempt organizations under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States federal tax code) (the “Code”).

## **ARTICLE II – MISSION STATEMENT**

The Kentucky Dermatological Association is a community of dermatologists united in promoting leadership, education, advocacy, and the delivery of the highest standard of dermatologic care throughout the commonwealth of Kentucky.

## **ARTICLE III – OFFICES AND RECORDS**

**OFFICES:** The registered office and registered agent of KDA shall be maintained in accordance with Kentucky law. The address of the registered office and registered agent may be changed from time to time by the Board of Directors and shall be updated with the Kentucky Secretary of State accordingly. KDA may have such other offices, either within or without the Commonwealth of Kentucky, as the Board of Directors may deem advisable from time to time.

**BOOKS AND RECORDS:** Any records administered by or on behalf of KDA in the regular course of its business, may be maintained on any information storage device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases); provided that the records so kept can be converted into clearly legible paper form within a reasonable time, and the records comply with Kentucky law and administrative regulations.

## **ARTICLE IV – NONPROFIT STATUS**

**LEGAL STATUS:** KDA is an unincorporated nonprofit association existing under the Commonwealth of Kentucky’s Uniform Unincorporated Nonprofit Association Act (Kentucky Revised Statutes (“KRS”) 273A.005 et seq.) and has, and shall continue to have, the status of an entity which is exempt from federal income taxation under Section 501(a) of the Code, as an organization described in Section 501(c)(6) thereof, these Bylaws shall be construed accordingly, and all powers and activities of KDA shall be limited accordingly. KDA is not a subsidiary, division, or subdivision of any other entity or organization. KDA shall have all the powers of a nonprofit organization (as defined in Section 501(c)(6) of the Code) as are now and shall hereafter be conferred by the IRS. Notwithstanding any other provision of these Bylaws, KDA shall not carry on any other activities not permitted to be carried on (a) by an unincorporated nonprofit association subject to the provisions of KRS Chapter 273A or (b) by an entity exempt from federal income tax under Section 501(c)(6) of the Code.

**NO CAPITAL SHARES:** KDA shall have no capital shares or shareholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of its gain, profit, or property inure to its Members thereof, nor to any Officer or Director thereof, except in respect to compensation for services rendered. The entire gain, profit, net earnings, and property of KDA shall be devoted exclusively to the Purposes.

## **ARTICLE V – MEMBERSHIP**

KDA shall have four classes of membership: Active, Associate, Graduate, and Life (each, a “Member”). To remain a Member individuals must pay all dues and assessments imposed by KDA and shall comply with these Bylaws and any other applicable KDA administrative regulations.

### **Section 1: Eligibility, Rights and Obligations**

#### **1. Active Membership**

- a. is to be conferred only on active physicians (MD/DO) who live or primarily practice in Kentucky, and who have completed an Accreditation Council for Graduate Medical Education (“ACGME”) residency in dermatology or dermatopathology and have been certified as a Diplomate of the American Board of Dermatology, Inc. or the American Board of Osteopathic Dermatology; or have received subspecialty certification in Dermatopathology by the American Boards of Dermatology and Pathology.
- b. Active Members shall have full membership rights under these Bylaws and Kentucky statutes, including, but not to the way of limitation, the rights to: attend

KDA meetings; to participate in discussion; to vote on any issue KDA puts to a vote; to be a candidate for appointed/elected KDA office; and to accept appointment to KDA committees.

**2. Associate Membership**

- a. Is to be conferred only on active physicians (MD or DO) who live or primarily practice in Kentucky, and have completed an ACGME residency in dermatology or dermatopathology, yet have not satisfied the certification criteria required for Active Members.
- b. Associate Members shall have the same rights as Active Members including voting rights and the right to serve on KDA committees, but Associate Members may not hold appointed/elected KDA office.

**3. Graduate Membership**

- a. Is to be automatically conferred on individuals who are actively enrolled in a dermatology residency training program in Kentucky that is approved by the ACGME. Each residency program shall submit a list of current residents on an annual basis, by August 1 of each year.
- b. Graduate Members shall have the right to attend all KDA meetings and to accept appointment to committees but will not have the right to vote. Graduate Members shall be exempt from payment of dues or other assessments, and their membership shall terminate upon completion of their formal training.

**4. Life Membership**

- a. is to be conferred on any Member of KDA who has been a Member in good standing for ten (10) or more years and who has retired from dermatology practice. A Life Member shall continue to have all the membership rights of his or her previous membership category, except those of voting and serving in elected/appointed KDA office. Life members are not subject to paying dues or assessments.

**Section 2:** It shall be the responsibility of the Member to notify KDA of any change in the Member's qualifications which may result in his/her being placed in a different category of membership.

**Section 3:** KDA Members in good standing under the Original Bylaws as of the date of these Bylaws shall maintain all rights and privileges of their current membership class until KDA's subsequent fiscal year and KDA shall cooperate with such Members in good faith to assist their transition into compliance with these Bylaws.

<b>Article VI – MEMBERSHIP PROCESS</b>
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An individual who desires to become a Member of KDA (except Graduate Members) shall submit their credentials to the Board of Directors and be endorsed by one KDA member in good standing. Membership applications will be are to be reviewed and approved by a 2/3 vote of the Board of Directors.

Members wishing to switch their membership category to Life Member shall submit themselves to the Board of Directors which shall confirm their status with a majority vote.

A KDA Member's membership is valid for a term of one year spanning from one annual meeting to immediately before the next, which shall automatically renew each year unless any Dues and Assessments for the Member remain outstanding as of July 1<sup>st</sup> of the applicable year and without adequate explanation of the nonpayment provided by the Member, the adequacy of which shall be at the sole discretion of a vote of the majority the Board of Directors. Upon payment of Dues and Assessments, a Member whose membership lapsed due to nonpayment of Dues and/or Assessments may be reinstated by the majority vote of the Board of Directors.

## **Article VII – TERMINATION OF MEMBERSHIP**

Any Member in good standing may tender his/her resignation from membership in KDA at any time via written communication to the Board of Directors.

The Board of Directors may vote at any meeting to censure, suspend for an indefinite period, or expel any Member when such action is deemed to be in the best interest of KDA, which shall be at the sole discretion of the Board of Directors. The voting on a motion to censure, suspend, or expel, shall be by affirmative vote of two-thirds (2/3) of the Board of Directors for the motion to pass. A Member of KDA shall not be expelled or suspended and a membership in KDA may not be terminated or suspended except under a procedure that is fair and reasonable and carried out in good faith, which shall involve at least the following steps:

Written notice of the expulsion, suspension or termination and the reasons for the expulsion, suspension, or termination not less than fifteen (15) days prior to the effective date of the expulsion, suspension or termination and provided by first class or certified mail sent to the last address of the Member shown on KDA's records; and

An opportunity for the Member to be heard by the Board of Directors, orally or in writing, not less than five (5) days before the effective date of the expulsion, suspension, or termination (the writing may be provided by email or another method of electronic transmission as a permissible method of delivery).

A Member who has been expelled or suspended or whose membership is terminated is still liable to KDA for Dues, Assessments, or fees as a result of obligations incurred or commitments made before expulsion, suspension, or termination.

KDA membership shall terminate immediately upon: the death of a Member; disciplinary action being taken against the Member's license by the Kentucky Board of Medical Licensure resulting in suspension or loss of license; or conviction in any state of a criminal offense involving moral turpitude; resignation of the Member from any professional medical organization or institution for professional misconduct.

## **ARTICLE VIII – OFFICERS**

KDA shall have the following Officers: (a) President, (b) President-Elect, (c) Immediate-past president, (d) Secretary, and (e) Treasurer. Together, such Officers shall constitute the "Executive Committee." An individual may simultaneously hold multiple Officer roles but such simultaneous service shall never result in the Board of Directors consisting of less than three (3) individuals. The Board of Directors shall have the authority to designate and appoint

additional Officers from time to time as it may deem appropriate. Each year the Members shall elect a President Elect who shall serve one year in that role, then transition into the role of President which shall last for one year, and then transition into the role of Immediate Past President which shall last for one year. The Officers shall have the duties, responsibilities and authority set forth in these Bylaws and as may be otherwise delegated by resolution of the Board of Directors.

## **Section 1 – Duties of Officers**

- **President:**
  - One (1) year term.
  - Preside over state academy meetings.
  - Develop and oversee annual calendar of meetings, events, and legislative efforts.
  - Represent KDA at the State Society Summit at the AADA Legislative Conference. If the president is unable to attend, this responsibility may be delegated to another member of the leadership team.
- **President Elect:**
  - One (1) year term.
  - Serves as support to the President as needed.
- **Secretary**
  - This role is to be 3 years with the option to run for re-election.
  - The *Secretary* will work with the Executive Director. Responsibilities include taking minutes at each meeting, preparing written correspondence, and sharing communications with the full membership.
- **Treasurer**
  - This role is to be 3 years with the option to run for re-election.
  - The *Treasurer* responsibilities include collecting dues from members, making any necessary payments for expenses incurred by KDA, spearheading fundraising efforts, and providing a detailed and correct statement of all receipts and disbursements, which must be checked by the Executive Committee.
- **Immediate Past President:**
  - One (1) year term.
  - Provide guidance and mentorship.

In the absence of the President, the President Elect shall perform the duties of the President and in the absence of both, the Immediate Past-President. If no elected Officer is present, or if an Officer is not able to attend a required meeting, another representative may be selected by a majority vote of the membership. In the event of insufficient nominations for Officers, roles may be combined or shifted as the Board of Directors deems appropriate.

## **Section 2 – Removal from office**

KDA may vote at any meeting to remove any Officer from office, with or without cause. However, before such action shall be taken, due notice shall be sent by registered mail to the Officer at least fourteen (14) days prior to the date of the proposed meeting, at which time he/she may appear to defend him/herself and appeal. The voting on a motion to remove from office shall be by ballot, and an affirmative vote of two-thirds (2/3) of the Members of KDA entitled to vote that

represent a quorum and are present at a meeting called for the purposes of the removal of the Officer shall be required for the motion to pass.

### **Section 3 – Vacancies**

In the event of a vacancy occurring in the office of the President, the President-Elect shall assume the vacant office immediately and shall serve for the unexpired term. Other vacancies occurring between any membership meeting of KDA may be filled by appointment of the Board of Directors for the unexpired term. Service in office to fill a vacancy shall not preclude candidacy for the same or other elective office in the following term or count towards any term limits.

## **ARTICLE IX – VOTING AND ELECTIONS**

Only Active and Associate members in good standing are eligible to vote on KDA matters. Unless otherwise stated in these Bylaws or Kentucky statutes, a simple majority vote of the eligible Members present at a meeting that contains a quorum shall constitute approval. For purposes of clarification, all Officers shall be elected by the affirmative vote of a majority of eligible Members present at a meeting at which a quorum is present.

A quorum shall consist of the participation, which can occur by telephonic, electronic, or other communication facility, of at least fifteen percent (15%) of all KDA Members eligible to vote at any meeting but in no instance shall the number of KDA Members present be less than ten (10).

## **ARTICLE X – BOARD OF DIRECTORS**

KDA's affairs shall be managed by its Board of Directors. The Board of Directors may from time-to-time delegate (to committees and others) such authority pursuant to the provisions of these Bylaws or in such other manner as may be permitted under applicable law. The Board of Directors shall include members of the Executive Committee. The Board of Directors may also include seats for: Kentucky's American Academy of Dermatology (AAD) Advisory Board Representative, the Kentucky representative to the AAD's Carrier Advisory Committee (CAC), and dermatologists who may hold appointed leadership positions within the state, such as the Kentucky Board of Medical Licensure.

1. The AAD Advisory Board representative shall be an Active member in good standing appointed by KDA. The term of office of the AAD Advisory Board representative shall be two (2) years, and appointees may be re-appointed.
2. The AAD Carrier Advisory Committee representative shall be an Active member in good standing appointed by KDA. The term of office of the AAD Carrier Advisory Committee representative shall be two (2) years, and appointees may be re-appointed.
3. Contracts. The Board of Directors may authorize any Officer(s) or agent(s) of KDA to enter into any contract or execute and deliver any instrument in the name of and on behalf of KDA, and such authority may be general or confined to specific instances.

## **ARTICLE XI – COMMITTEES**

The Board of Directors may create committees as needed to assist it in carrying out the purposes of KDA. Committees will be established based upon organizational needs, membership interest, and membership availability. The authority of a committee may be delegated to it by the Board of Directors and any such action is subject to the Board of Directors. Examples of committees may include Education, Advocacy, and Community Involvement.

The Executive Committee shall have the authority to address specific issues delegated to it by the Board of Directors which includes the ability to address media inquiries regarding current issues, speak for KDA regarding policy positions, represent KDA's interests, and make certain expenditures up to Five Thousand Dollars (\$5,000) as necessary to accomplish the purpose of the Committee as generally approved by the Board of Directors.

## **ARTICLE XII – MEETINGS**

**Section 1:** The Kentucky Dermatological Association will hold an annual meeting. Additional meetings may occur throughout the year as determined by the Board of Directors which may constitute an educational meeting and a business meeting. The educational meeting and business meeting may occur on the same day, at the same venue.

**Section 2:** Notice of all meetings shall be sent to all Members at least twenty (20) days in advance.

**Section 3:** Special meetings may be called by the President or on written petition submitted to the President, provided that the petition be signed by at least five (5) Active Members.

**Section 4:** All business meetings of the Members of KDA shall be held at such place, if any, either within or without the Commonwealth of Kentucky, or by means of remote communication, as shall be stated in the notice of meeting; provided, however, that, at the advanced, written request of any Member, any annual or business meeting shall allow for means of telephone conference or other communications equipment by means of which all persons participating in the meeting can simultaneously hear each other and be heard. Participation by a shareholder in a telephonic or other virtual meeting pursuant to this Article shall constitute presence in person at such meeting.

## **ARTICLE XIII – DUES**

The Board of Directors will set an amount of dues to be imposed on all Active and Associate Members (collectively, "Dues"). Dues will be collected annually. Changes in the Dues, including the structure, must be approved by a majority vote of the Members which can occur at a regular meeting at which a quorum is present. Dues become payable when a Member is notified by the Secretary or Treasurer, which notice shall be mailed to all Dues paying Members within thirty (30) days of the annual meeting.

Assessments, and the amount thereof, may be levied upon Active and Associate Members by recommendation of the Board of Directors to be confirmed by a two-thirds (2/3) vote of voting Members present at any regular meeting ("Assessments"). Assessments are payable when notified by the Secretary or Treasurer.

#### **ARTICLE XIV – AMENDMENTS**

Amendments or revisions to these Bylaws may be adopted by a two-thirds (2/3) vote of Members eligible to vote at a meeting at which a quorum is present with a minimum of fifteen (15) affirmative votes. The proposed amendment or revision must be submitted in writing to the membership at least fifteen (15) days before the vote is taken.

#### **ARTICLE XV – INDEMNIFICATION**

KDA shall reimburse or indemnify each Director, Officer, Member, employee, or volunteer for expenses, including attorney's fees, reasonably incurred by any threatened, pending or completed action, suit or proceeding, civil or criminal (hereinafter referred to as the "Action"), to which he/she may be made a party by reason of his/her being or having been a Director, Officer, Member, employee, or volunteer of KDA, whether or not he/she occupies such position at the time of incurring or becoming subject to such liabilities, losses, fines, costs, or expenses, except in relation to matters as to which he/she shall have been finally adjudged in such Action to have been negligent or guilty of misconduct in the performance of his/her duty to or for KDA. Should the Director, Officer, Member, employee, or volunteer of KDA be finally adjudged in such Action to have been negligent in the performance of his/her duty to or for KDA, he/she may be reimbursed or indemnified for said expenses if it is determined by a majority of the Board of Directors (1) that he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of KDA, and with respect to any criminal Action or proceeding, had no reasonable cause to believe his/her conduct was unlawful; and (2) that such reimbursement or indemnification should be approved. If such Action is settled or otherwise terminated without a final determination on the merits, KDA shall reimburse or indemnify a Director, Officer, Member, employee, or volunteer only if it is determined by a majority of the Board of Directors that he/she is not negligent or guilty of misconduct and he/she has not breached his/her duty to KDA under KRS Chapter 273A, if applicable, and, in the event of a settlement, that such settlement was or is in the best interests of KDA. The Board of Directors may rely upon the advice of independent counsel selected by the Board of Directors as to all questions of law. The provisions hereof shall inure to the benefit of the heirs, executors, administrators, personal representatives, and successors in the interest of any Director, Officer, Member, employee, or volunteer of KDA. The foregoing right of reimbursement or indemnification shall not be conclusive of other rights to which any such Director, Officer, Member, employee, or volunteer may otherwise be entitled.

#### **ARTICLE XVI – MISCELLANEOUS**

**INSURANCE:** KDA shall maintain director and officer liability insurance and general liability insurance at all times and in an amount to provide adequate coverage to the association and its Directors, Officers, Members, employees, and volunteers.

**FISCAL YEAR:** The fiscal year of KDA shall begin on January 1st and end on December 31st of each year. The Board of Directors shall have the power to fix, and from time to time change, the fiscal year of KDA.

**WAIVER OF NOTICE:** Whenever notice is required to be given under the provisions of these Bylaws or Kentucky law, 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 equivalent to the giving of such notice.

**CONSTRUCTION:** Unless the context specifically requires otherwise, any reference in these Bylaws to any gender shall include all other genders, any reference to the singular shall include the plural, and any reference to the plural shall include the singular.

**SEVERABILITY:** If any provision of these Bylaws or its application to any person or circumstances shall be held invalid by a court of competent jurisdiction, the invalidity shall not affect any other provisions or application of these Bylaws that can be given effect without the invalid provision or application, and, to this end, the provisions of these Bylaws are severable.

**CONFLICT WITH APPLICABLE LAW:** These Bylaws are adopted subject to any applicable law. Whenever these Bylaws may conflict with any applicable law, such conflict shall be resolved in favor of such law.

**FACSIMILE AND ELECTRONIC SIGNATURES:** Facsimile and Electronic Signatures of any Officer, Director, Member, or committee member of KDA may be used whenever and as authorized by the Board of Directors or a Committee thereof. An “Electronic Signature” is any electronic symbol or process attached to or logically associated with a document sent by Electronic Transmission and executed or adopted by a person with the intent to sign such document and includes: (1) a unique password or unique identification assigned to a person by KDA; (2) a person’s typed name attached to or part of an electronic transmission sent by or from a source authorized by such person such as an e mail address provided by such person as that person’s e mail address; (3) a person’s facsimile signature; or (4) any other form of electronic signature approved by the Board of Directors. “Electronic Transmission” or “Electronically Transmitted” means, for purposes of these Bylaws, any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient. Notice by Electronic Transmission is written notice with respect to communications from Directors or Officers. Notices and written consents may be given by Electronic Transmission by Directors, Officers, Members, and as otherwise provided in these Bylaws. Each written consent given by Electronic Transmission shall contain an Electronic Signature of the person giving such written consent.

## **ARTICLE XVII – DISSOLUTION**

On liquidation or dissolution of KDA, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of KDA, shall be distributed as decided by the Executive Committee. If the Executive Committee is unable to reach consensus about fund

distribution, the remaining funds shall be evenly distributed between the American Academy of Dermatology Association (AADA) and to the Kentucky Medical Association, a Kentucky nonprofit corporation ("KMA"). If KMA is no longer in existence or if a consensus cannot be reached by the Executive Committee, the remaining assets shall be distributed to another nonprofit fund, foundation, corporation, or entity selected by the Executive Board, provided such organization is organized and operated exclusively for one or more exempt purposes within the meaning of KRS Chapter 273 or Section 501(c)(6) of the Code, as applicable, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

WITNESS the signature of the duly authorized officer of KDA certifying that the foregoing Bylaws, consisting of ten (10) total pages, are the Bylaws of KDA adopted by the Members of Kentucky Dermatological Association, Ltd., a Kentucky unincorporated nonprofit association, upon approval by a vote of the Members at a meeting of KDA which occurred on [\_\_\_\_], 2023.

President

Secretary

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_