

# Reptile and Amphibian Ecology International Board of Directors Agreement

I, \_\_\_\_\_, agree to serve on the Board of Directors of Reptile & Amphibian Ecology International (RAEI). As part of this commitment, I agree to the following:

## Responsibilities

1. I shall contribute, on average, a minimum of five hours per month in my role as a Director of RAEI. If not otherwise obligated by current activities with RAEI, I will actively pursue assignments to fulfill this time commitment.
2. I shall attend Board meetings by teleconference semiannually. Meetings will typically last two hours.
3. I will serve on at least one committee yearly, and attend, either in person or teleconference, any meetings of said committee as required by the committee chair.
4. I will promptly respond to all organizational communications by phone, email, or post. If I cannot take action on any communication, I will make this clear by notifying the sender immediately.
5. I will complete all tasks assigned to me and accepted by me in a timely manner. I am expected to meet all deadlines for assigned tasks, and if unable, will notify the President and/or committee chair immediately so that the task can be reassigned if needed.
6. If elected as an officer of the Board of Directors, I will fulfill the obligations of such office as provided in the Bylaws of RAEI.
7. My term shall last no longer than two years. Subsequently, I may be reelected for an additional term of up to two years, or a duration stipulated by the term of appointment clause in the Bylaws of RAEI. I may give written notice to resign at any time, but will allow a minimum of 30 days before vacating my membership to allow a search for a replacement.
8. I understand that complete rules governing the Board of Directors are available to me in the organization Bylaws, which I may inspect at any time.

## Financial Contribution

1. I will make an annual donation to RAEI.
2. As a representative and voice of RAEI, at my discretion, I will approach and solicit appropriate sources for donations.

## Conflict of Interest

1. If an officer, I am not related to any other officer on the board.

2. I will not be monetarily compensated for my role as a member of the Board of Directors, but may be compensated for expenses incurred by carrying out my duties as a Board Member, or for my role as an employee of RAEI.
3. If an employee of RAEI, I shall not take place in any votes regarding decisions involving my own salary, compensation, or other inurement.

## Termination

1. If I find I cannot meet the above requirements, due to conflict of interest, lack of ability, or lack of interest, it is my responsibility to assist in reassignment of my current tasks and to resign from the Board or Directors.
2. The Board of Directors reserves the right to terminate the position of any Director for failing to meet any of the above criteria, or any other reason deemed appropriate. A vote of dismissal may be called upon by any officer of the Board of Directors. A vote of two-thirds of a quorum in favor of dismissal shall result in dismissal which will be delivered in writing to the dismissed member.

## Rights

1. Equal voting power concerning all matters of the organization, including decisions concerning policies and operations, the right to inspect the books and records, etc.
2. Timely and candid responses to inquires to the President, Executive Director, and other staff members.
3. Access to promotional materials, such as fliers and brochures, as available.
4. Access to financial statements, automatically on a yearly basis, or at any point when requested.
5. Indemnity to legal actions by outside parties to the extent possible with available legal resources.
6. Ability to review and comment on any legal document or legal issue, whether or not a current issue before the Board.

## Benefits

1. Discounts on research expedition or photo workshop fees are available for any member of the Board of Directors who personally recruits participants to a research expedition or photo workshop, respectively. For every person recruited, the member will receive a 50% discount of fees, up to 100% discount.
2. Discounts on photo prints at [www.BiodiversityPhotography.org](http://www.BiodiversityPhotography.org) are available at cost to any Board member, or for members of her or his immediate family. Total discount may not exceed \$400 in a given year.
3. The above benefits will be available to any member of the Board of Directors after a minimum 90 days of service on the Board.

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Signature

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Date