

BACKGROUND

Camp Wightman is a ministry of the American Baptist Churches of Connecticut, Inc. (ABCCONN). In order to continue to exist and to thrive, Camp Wightman must also be considered and operate as a business-bringing in enough revenue to pay its expenses.

In order to be a successful business, the Camp must have a governance structure to support its staff, programs and facilities. This governance structure must be dedicated solely to the Camp and must be fully in control of all aspects of the Camp operation.

The purpose of this document is to set forth a new creative relationship between the American Baptist Churches of Connecticut, Inc (ABCCONN) and Camp Wightman, one of the ABCCONN ministries. The goal of this new relationship is to have a dedicated governance, administration and management structure for the Camp.

What is being proposed is not a breaking of the ABCCONN/Camp relationship. It is important to consider what would and would not change under this new arrangement.

A. Tax Status

Camp Wightman would remain a part of ABCCONN and would be under the ABCCONN tax exempt status for local, state and federal purposes.

B. Personnel

While the Camp Staff (including the Camp Director) would technically remain employees of ABCCONN, the choice as to who fills these positions, their evaluation, compensation and termination would be undertaken by the Board of Directors of the Camp. All Camp staff would be able to partake (if eligible) of the benefits offered to ABCCONN staff.

C. Finance

ABCCONN would be asked to continue to invest the following funds for the benefit of the Camp and to transmit earnings on a scheduled basis. These include:

Camp Wightman Fund

Edith Butts-Wightman

The following Funds would be turned over to the Camp Board by ABCCONN:

Wightman-Peck Village

Wightman-Designated Fund

Old Mystic (Balance of Funds)

Camp would keep its own books and reimburse ABCCONN for items spent on behalf of the Camp.

D. Property

The Board would be responsible to keep up the Camp property. Ownership of the property would remain with ABCCONN. In the event that ABCCONN suspects that continued operation of the Camp is not economically or programmatically viable, the ABCCONN shall notify the Camp Board and enter into discussions as to next steps.

E. Insurance

Camp and ABCCONN would continue to share the costs of the various types of insurance now carried:

Auto

Multi-Peril, including but not limited to liability and malpractice

Worker's Compensation

IMPLEMENTATION

The Task Force on ABCCONN/Camp Wightman relationships has studied and made modifications to this plan. It recommends that it be adopted by the ABCCONN Board of Managers at its November 2, 2020 meeting and would go into effect on January 1, 2021.

A question as to the Camp property has arisen in the Task Force discussion. What would happen to the property if ABCCONN is dissolved or merged with another entity? We recommend that in the period from January 1, 2021 to the 2021 Annual Gathering, a review of the ABCCONN ByLaws be conducted that would:

- 1) Remove all unnecessary references to the Department of Camping and Conferences.
- 2) Add a Dissolution Section and would include the following notion: "If ABCCONN was to be dissolved or merged with another entity, the property known as Camp Wightman would be transferred for the sum of one Dollar (\$1.00) to the Board of Directors of Camp Wightman (a new legal entity)
- 3) Any other Changes that would benefit ABCCONN

In addition, ABCCONN is asked, at its earliest convenience, to pass a resolution prohibiting the sale or mortgaging of the Camp property.

Operating Policies for the Board of Directors

ARTICLE I. Name and General Purposes

- 1.1 **Name.** The name of the organization shall be the Board of Directors of Camp Wightman (the "***Board***").

- 1.2 **General Purposes.** Camp Wightman is the camp, conference and retreat ministry of ABCCONN. In order to operate the Camp most efficiently, the American Baptist Churches of Connecticut, Inc. “ABCCONN” has created the Board of Directors to be responsible for all aspects of Camp Wightman, including but not limited to program, personnel and financial matters.

ARTICLE II. Board of Directors

- 2.1 **Powers and Duties.** The Board of Directors (the “*Board*”) shall have charge, control and management of the affairs, property and funds of the Camp. Each Director shall discharge the Director’s duties in good faith with the care an ordinarily prudent person in like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Camp.
- 2.2 **Composition.** The Board shall consist of those individuals elected as Members by the Board for terms as set forth in this document, following nomination and approval pursuant to the process set forth in this document. Up to two members at any time may be members who are non-American Baptist.

In addition to the elected Directors, the Executive Minister of American Baptist Churches of Connecticut, Inc. (ABCCONN) and the Chair of the ABCCONN Department of Business and Finance will serve automatically as members of the Board of Directors by virtue of and while holding the designated office (i.e., “ex officio”). These ex-officio Member shall be non-voting members of the Board and shall not be counted in determining if a quorum of directors is present at a meeting.

- 2.3 **Number.** The number of Board Members shall be determined from time to time by the Board, but shall not be fewer than seven (7), exclusive of ex officio Members. At no time will any decrease in the number of Members have the effect of shortening the term of any incumbent Board Member.
- 2.4 **Election and Term of Office.** There shall be three (3) classes of elected Board Members, with approximately one-third of the elected Board Members in each class, and the terms of all Board Members in the same class shall expire at the adjournment of the same annual meeting of the Board at which Board Members are elected such that the terms of the Board Members are staggered. Board Members shall be elected at the annual meeting in November. The term of office for each elected Board Member shall commence with the first regular January meeting following the date of election by the Board and shall continue until the end of the term for which the Board Member is elected or until the Board Member’s successor has been elected and takes office. No Board Member shall

serve for more than two (2) consecutive, three (3) year terms, or fractions thereof; at least (1) year must elapse before the Board Member can be elected for another term.

In selecting members of the Board, attention should be given to cultural diversity, gender and other considerations to insure broad representation.

2.5 **Meetings.**

- (a) An annual meeting of the Board shall be held in November on a date selected by the Board for the purpose of electing Board Members and for the transaction of such other business as may come before the meeting.
- (b) Regular meetings of the Board of Directors shall be held at such times and places as the Board, by vote, may determine; provided, however, that there shall be a minimum of four (4) regular meetings each year (one of which may be the annual meeting), with the first regular meeting to be held in January.
- (c) Special meetings of the Board may be called by, or at the request of, the Chairperson of the Board, and shall be called by the Secretary at the request of any two (2) Board Members. The person or persons authorized to call special meetings of the Board may fix any place and time as the place and time for holding any meeting of the Board called by them.

2.6 **Notice of Meetings.** Notice of each meeting of the Board of shall be delivered by mail or by other delivery service, or delivered electronically to each board member at the board member's last known mailing address or electronic mail address at which a Board Member has consented to receive notice not less than seven (7) days prior to the established meeting date, except that no notice need be given of a regular meeting held in accordance with a schedule established at the beginning of the fiscal year and provided to the Board in writing.

2.7 **Waiver of Notice.** Any Board Member may waive notice of any meeting in writing. If any Board Member present at a meeting of the Board does not protest prior to or at the commencement of the meeting the lack of proper notice, he or she shall be deemed to have waived notice of such meeting.

2.8 **Conduct of Meetings.** The Board's meetings shall be guided by the parliamentary rules prescribed by Robert's Rules of Order.

2.9 **Quorum and Voting.** A majority of the elected members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Members are present at the meeting, a majority of

the Members present may adjourn the meeting without further notice. The vote of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws. Cumulative voting is prohibited.

- 2.10 **Directors' Action Without A Meeting.** If all members of the Board consent in writing to any action taken, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board. The Secretary shall file such consents with the minutes of the meetings of the Board. For purposes of this section, a Member may evidence the Member's consent with any manual, facsimile, conformed or electronic signature, including an email communication from the Member to the Camp from an email address provided by the Member to the Camp.
- 2.11 **Directors' Telephone Participation In Meetings.** A Member may participate in a meeting of the Board by means of conference telephone or similar communications equipment enabling all Members participating in the meeting to hear one another, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.
- 2.12 **Resignation.** Any elected Member may resign at any time by giving written notice of such resignation to the Chairperson of the Board. Such resignation shall be effective at the time specified in the notice, or if no time is specified, upon receipt by the Chairperson. The acceptance of such resignation shall not be necessary to make it effective. In addition, any Member who is absent from three (3) consecutive meetings, with or without notice to the Board, shall be deemed to have resigned as a Member and shall be so notified of this policy by the Secretary after two consecutive absences.
- Any ex officio Director who for any reason ceases to hold the office or position from which such person's status as an ex officio Director derives shall automatically be deemed to have resigned as a Member of the Camp Board.
- 2.13 **Removal.** An elected Member may be removed, with or without cause, at any time by a vote of a majority of the Board members present at a meeting of the Board at which a quorum is present, provided that the meeting has been duly called and specific notice has been provided that such action may be taken.
- 2.14 **Vacancies.** Any vacancy occurring in the Board may be filled by the Board during the year. An individual elected to fill a vacancy shall serve the remainder of the term of the Member replaced.
- 2.15 **Compensation.** No compensation shall be paid to the Members for their services to the Camp. However, this provision shall not prevent the Camp from paying

reasonable compensation for services rendered by any Member acting in a capacity other than as a Board Member, other services authorized by vote of the Board; nor shall it prevent the Camp from reimbursing Members for travel, telephone, and meal expenses actually incurred (submitted through the voucher procedure) in serving the Camp. Other such expenses may be allowed by vote of the Board.

- 2.16 **Limitation on Employment.** Members may not be employees of the Camp. If a current Member accepts an employment position at the Camp, their Board Membership ends immediately.

ARTICLE III. Officers

- 3.1 **Titles, Election and Duties.** The Board shall, at the regular meeting of the Board each January, elect from among the Directors, a Chairperson, a Vice Chairperson, Treasurer and a Secretary. The term of office of each shall commence immediately following the election and shall continue for one (1) year, or until the successors have been elected and take office. There shall be no limit on terms served as long as the officer is a Director.

The Board shall also appoint a Camp Director, who shall not be a Board Member, and may, from time to time, appoint such other officers as the Board deems appropriate. The appointments may be made for varying periods of time and may be subject to contractual agreements.

The duties of the officers of the Board shall be such as are imposed by these Bylaws and, from time to time, prescribed by the Board.

- 3.2 **Resignation.** An officer of the Camp may resign at any time by giving written notice of such resignation to the Chairperson. Such resignation shall be effective at the time specified in the notice, or if no time is specified, upon receipt by the Chairperson. The acceptance of such resignation shall not be necessary to make it effective.
- 3.3 **Removal.** The Board may remove from office any officer with or without cause. Removal of an officer shall be without prejudice to the officer's contract rights, if any.
- 3.4 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors, for the unexpired portion of the term.
- 3.5 **Chairperson.** The Chairperson shall preside over the meetings of the Board of Directors, and shall be charged with the general oversight of the performance by

the Board and of its officers and committees regarding all duties imposed upon them by the laws of this State, and by this document, and by any resolution of the Board. The Chairperson shall be an ex-officio member of all committees with full voting capacity.

3.6 **Vice Chairperson.** In the absence of the Chairperson, the Vice Chairperson shall preside. In such a case, the Vice Chairperson shall have all of the powers and perform all of the duties of the Chairperson. The Vice Chairperson shall carry out such other duties as may be assigned by the Chairperson or the Board of Directors.

3.7 **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Camp, except those funds and securities as may be placed in the custody of ABCCONN, some other Director, officer, or employee by appropriate resolution of the Board; and in general shall perform all the duties incidental to the office of Treasurer and such other duties as, from time to time, may be assigned to him or her by the Chairperson of the Board or by the Board. The Treasurer shall annually, and as often as required, submit to the Board a true statement of all receipts and disbursements. The Treasurer may delegate any or all of these responsibilities with the approval of the Board. The Treasurer's books shall, at any reasonable time, be open to the inspection of the Board, and the President, upon the direction of the Board, shall cause the same to be audited at least once a year. The audit report shall be presented to the Board upon completion.

In addition, the Treasurer in consultation with the Camp Director, shall annually submit a report to the ABCCONN Annual Gathering as to the financial condition of Camp Wightman

3.8 **Secretary.** The Secretary shall authorize staff of the Camp to give notice of all meetings required by the Bylaws. The Secretary shall oversee the appropriate keeping of all books, records and papers of the Camp, except those in custody of some other person authorized to have custody and possession thereof by resolution of the Board. The Secretary shall authorize and direct appropriate staff to prepare minutes reflecting the general meeting content and specifically all actions taken as contained in the recording. The Secretary shall be responsible for the content of such minutes. If electronic recording is not done and summarized where minutes are required, the Secretary shall prepare minutes directly or authorize a staff person to do so subject to review and approval by the Secretary. Committees established by the Board shall each determine whether minutes of their meetings are required, who will take them and how they will be retained.

3.9 **Camp Director.** The Camp Director shall be licensed as a camp director by the State of Connecticut and will manage the operations of the facilities in accordance

with the policies of the Board and applicable State and Federal laws and regulations. The Camp Director will be an employee of ABCCONN, will serve at the pleasure of the Board, and will be administrator of the Camp's facilities. He or she is not a Board member, but will be able to make recommendations to the Board and participate in Board meetings unless the Board votes otherwise. There shall be an annual evaluation of the Camp Director. This annual evaluation shall occur two months prior to the contract anniversary of the Camp Director and shall include the discussion of wages. The review shall be made by the Chairperson and a Director(s) named by the Board; the results will be reported to the Board.

- 3.10 **Bond.** If required by the Board, certain officers shall be bonded (insured) for the faithful discharge of their duties in such sum and with such surety or sureties as the Board shall determine at the expense of the Camp.

ARTICLE IV. Committees

- 4.1 **Establishment of Committees and Appointment of Members.** The Board shall annually at their January meeting, and may at other times, designate one or more committees, their purposes, and the length of their existence. The Chairperson of the Board, in consultation with the Camp Director, will appoint the membership and the chairperson of each committee, whose membership may include Board Members and others, provided however, that (i) members of any committee that has and may exercise authority of the Board, shall be authorized and confirmed by the Board and any action by such committee may be taken only by members who are Board Members; and (ii) the Chairperson of the Board may authorize the committee to name its own chairperson.

- 4.2 **Authority.** The committee shall have and exercise such authority of the Board in the management of the Camp as may have been expressly delegated by the Board, but the designation of such committees, and the delegation thereto of authority, shall not operate to relieve the Board of any responsibility imposed upon it by law. No committee shall have any power or authority to take action with respect to:

- (a) A matter committed by these Bylaws or a resolution of the Board to another committee;
- (b) Filling any vacancies on the Board;
- (c) The amendment of these Bylaws;
- (d) The levy of an assessment for a special purpose;
- (e) The approval of a proposal to dissolve the Camp; or

- (f) An action prohibited by law.
- 4.3 **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 4.4 **Quorum and Voting.** A majority of the committee members shall constitute a quorum at committee meetings except as otherwise provided in these Bylaws. The act of a majority of the committee members present at a meeting at which a quorum is present at the time of the act shall be the act of such committee, unless the act of a greater number is required by these Bylaws, by resolution of the Board or by law.
- 4.5 **Meetings.** Except as otherwise provided in these Bylaws or by resolution of the Board, each committee shall establish its own rules and procedures and shall fix the time and place of its meetings. Each committee shall keep minutes of its meetings which shall be made available to the Board upon request.
- 4.6 **Nominating Committee.** A Nominating Committee, recommended by the Chairperson and approved by the Board, shall be charged and shall (i) present a slate of prospective Directors at the Annual Board Meeting in November; and (ii) present a slate of prospective officers at the first regular meeting of the Board in January. Notwithstanding, nominations may also be made from the floor.

ARTICLE V. Contracts, Checks, Deposits and Funds

- 5.1 **Signatory Authority on Contracts.** The Board may authorize any officer or officers, or by resolution delegate authority to any agent or agents of the Camp, in addition to the officers so authorized by these Bylaws to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Camp; and such authority may be general or confined to specific instances.
- 5.2 **Checks and Financial Instruments.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Camp shall be signed by such officers, agent, or agents of the Camp and in such manner as shall, from time to time, be determined by vote of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Chair of the Board.
- 5.3 **Banking.** All funds of the Camp shall be deposited from time to time to the credit of the Camp in such banks, trust companies, or other depositories as the Board may select or charge the Finance Committee, in conjunction with the President and/or Treasurer, with so doing.

- 5.4 **Gifts.** The Board may accept, on behalf of the Camp, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Camp.
- 5.5 **No Implied Agency.** No person shall have the power or authority to bind or obligate the Camp by any commitment, contract or engagement, or to pledge its credit or render it liable for any purpose or in any amount unless duly authorized by the Board.

ARTICLE VI. Records

The Camp shall keep correct and complete books and records of accounts; shall also keep minutes of the proceedings of meetings of its Board, and committees having any of the authority of the Board; and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote, the members of the Board, and the officers of the Camp. All books and records of the Camp may be inspected by any Director for any proper purpose at any reasonable time.

ARTICLE VII. Disclaimer

All actions of the Board of the Camp are the responsibility of the Board and do not infer or obligate any financial responsibility of the American Baptist Churches of Connecticut (ABCCONN) or the American Baptist Churches of USA (ABC-USA).

ARTICLE VIII. Indemnity

The Camp's indemnification obligations are set forth this document.

ARTICLE IX. Amendments

These Bylaws may be amended at any meeting of the Board by a majority vote of the Directors in attendance, a quorum being present, provided written notice of such proposed action shall have been given at least ten (10) days prior to the date of the meeting.

ARTICLE X. Dissolution

In the event that the Board of Directors of Camp Wightman determines that continued operation of the Camp is not economically or programmatically viable, the Board shall notify ABCCONN as to this determination and enter into discussions as to next steps.

ARTICLE XI. Miscellaneous

10.1 These Bylaws shall supersede any previous Bylaws.

- 10.2 Without limiting the manner by which notice may otherwise be given under the Act, any notice required or permitted to be given under the Act, the Certificate of InCamp or these Bylaws shall be deemed to have been given if delivered in person or sent by U.S. first class mail, postage pre-paid, or by overnight delivery service, facsimile or email or other electronic transmission and addressed to such person at the mailing address, facsimile number or e-mail address or other address, as the case may be, shown on the Camp's records or, if to the Camp, at its regular mailing address or the facsimile number, e-mail address or other address of the Chairperson or the Secretary. An affidavit of the Secretary or an Assistant Secretary of the Camp that the notice has been given by U.S. mail, facsimile, e-mail or other electronic transmission shall be prima facie evidence of the facts stated therein.
- 10.3 Each Board Member and officer of the Camp shall annually sign a statement which affirms that such person (a) has received a copy of the Camp's Conflict of Interest Policy and Bylaws, (b) has read and understands the Conflict of Interest Policy and Bylaws, (c) has agreed to comply with the Conflict of Interest Policy, and (d) understands that the Camp is a tax-exempt organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Submitted by:

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