

**New England Yearly Meeting of the Religious Society of Friends  
Permanent Board Minutes  
May 8, 2010  
Friends Camp – South China, ME**

**10-30 Opening Worship:** We opened in waiting worship.

**10-31 Roll Call:** The Recording Clerk called the roll.

**Present:** Edward Baker, Holly Baldwin, Jeremiah Dickinson, Sarah Gant, Andrew Grannell, Dorothy Grannell, Carolyn Hilles-Pilant, Jan Hoffman, John Humphries, Sandy Isaacs, Mary Knowlton, Rebecca Leuchak, Dwight Lopes, Christopher McCandless, Susan Reilly, Philip Stone, Ruah Swennerfelt, William Upholt, Donn Weinholtz

**Regrets:** Travis Belcher (Finance Committee Clerk), Debbie Block, Judy Goldberger, Beth Gorton, Allan Kohrman, Donald Mick, Karen Sanchez-Eppler, Suzanna Schell, Patricia Shotwell, Jane Van Landingham, Jonathan Vogel-Borne (YM Secretary), Carl Williams

**Ex-Officio:** Linda Jenkins (Presiding Clerk, YM), Ed Mair (Treasurer), Judith Shea (Personnel Committee Clerk)

**Staff:** Nat Shed

**Guests:** Elizabeth Muench

**10-32 Minutes** of March 20, 2010 were considered. Jan Hoffman offered substantive revisions to the draft minute on the report from the *Faith and Practice* Revision Committee, separating out the report regarding the decision-making practices of other Yearly Meetings and the discussion of a Procedures Manual into a new minute. **Friends approved** the minutes with these revisions and other corrections.

**10-33 Yearly Meeting Secretary Report:** Jonathan Vogel-Borne is in Kenya, so the Clerk discussed some highlights from Jonathan's written report that was distributed in advance.

- Staff changes – Two staff members have resigned: Kimberly Allen, Young Friends/Young Adult Friends Coordinator, effective June 1, 2010 and Katharine Clark, Communications Director, effective July 1, 2010. Jonathan has hired Aimee Belanger for the Interim Young Friends Sessions Coordinator and Delia Windwalker as the Interim Office Manager, both of whom will serve through August Sessions. Jonathan hopes to hire a new Young Friends/Young Adult Friends Coordinator before Sessions, but finding the right person for the Communications Director position may take some time.
- Personnel Committee is considering restructuring the Communications Director position to become two part-time positions, but there is a preference for one full-time position.
- Sessions Committee continues to prepare for August, finding the implementation of the Jubilee theme to be a challenge; the Presiding Clerk will provide more details about the Committee's work later in the agenda.

**10-34 Friends Camp Report:** The Clerk reported that the Friends Camp Committee has completed their performance review of the Camp Director and recommends continuing employment of Nat Shed as the Camp Director. **Friends expressed unity with that recommendation and approved bringing that recommendation to Sessions for approval.**

The Clerk noted that this is a new process, with the Committee reporting directly to PB, rather than going through the Personnel Committee.

Nat Shed reported that registrations have picked up in recent weeks and may even exceed the goal of 350 by the end of the registration period.

Nat distributed materials describing the property next to the Camp's waterfront that is available for purchase, discussing reasons why this purchase would be important to Friends Camp. The offered price of \$165,000 is more than the Committee would like to raise, but the offer is under consideration. Nat presented a draft budget for funding the purchase and asked PB for initial feedback on some aspects of the plan.

The Clerk summarized the lengthy discussion that followed by noting that Friends seem ready to encourage the Camp to continue pursuing this possibility. PB is prepared to authorize a tax donation letter recognizing the difference between market value and purchase price. We encourage the Committee to bring a more detailed plan to a subsequent meeting.

**10-35 Treasurer's Report:** Ed Mair, who began his term as Treasurer last month, presented the report, noting that both income and expenses for the year-to-date are less than budgeted.

The Treasurer also provided an update on the Priorities Budget process. The Finance Committee is recommending funding Level 1 priorities plus a \$4,000 salary increase for YM Secretary and \$12,000 partial restoration of benevolences to FGC, FWCC and FUM (bringing these contributions closer to 2008 levels), which results in a budget with a \$30,000 deficit. He reviewed plans for meetings with Monthly Meetings to encourage increased donations, and he noted the likelihood of some cost savings from the staffing transition.

The Treasurer reported that the YM has moved its accounting system online with Quickbooks, providing instant access for the Treasurer, Accounts Manager and YM Secretary.

We accepted the report (attached).

**10-36 Finance Committee Report:** The Treasurer reported for Travis Belcher, Clerk of Finance Committee. He reviewed the successful meeting with treasurers and finance committee members from monthly meetings, with a clear conclusion that more contact between the YM and MMs is needed. The Committee plans to hold such a gathering again next year.

Ed explained the need to adjust the signers on bank accounts, using the bank resolution circulated in advance. The YM Secretary has recommended adding Phil Stone, a member of PB who is available in the Worcester area as a second signer on large checks.

**10-37 Bank Resolutions Minute:** The Finance Committee presented the following amended minute, updating the alternate signers listed in item #6:

**Bank Resolutions Minute**

The following resolutions are brought by the Finance Committee:

- 1 That Edward Gerrish Mair be appointed New England Yearly Meeting treasurer for the ensuing year.
- 2 That Sandra Moyer be appointed New England Yearly Meeting assistant treasurer for the ensuing year or until a successor is appointed and qualified.
- 3 That Elizabeth H Muench be appointed Friends Camp treasurer for the ensuing year or until a successor is appointed and qualified. The Friends Camp treasurer will work under the oversight of the NEYM treasurer and the Friends Camp director.
- 4 That the NEYM treasurer be authorized to open and close bank accounts in the name of New England Yearly Meeting as needed.
- 5 That the Camp treasurer be authorized to open and close bank accounts in the name of Friends Camp as needed.
- 6 That the assistant treasurer, the yearly meeting secretary, and Phil Stone (a member of the Permanent Board) be designated as alternate signers, individually, of all bank accounts of NEYM of the Religious Society of Friends, except those separately defined in #7, for the ensuing year or until a successor is appointed and qualified.
- 7 That the Friends Camp director, the Friends Camp treasurer, and a designated member of the Friends Camp Committee be authorized, individually, as signers of the Friends Camp bank accounts.

**Friends approved.**

**10-38 Presiding Clerk's Report:** Linda Jenkins, Presiding Clerk, reported on preparations for this year's Annual Sessions. As noted in the YM Secretary's report, resting is a lot of work for us; it has been a challenge to incorporate Jubilee into our Sessions schedule. As individuals and as a community, we need to challenge ourselves to let go of things. She is grateful that the schedule that has emerged includes opportunities to explore the meaning of Jubilee for Quakers today. The Presiding Clerk's responsibility is care of the business that is before us. With a sense of clarity about a persistent longing to lay aside our business, all business items will initially be on the Unity Agenda, providing the opportunity to approve them all at once and facilitating our desire to experience Jubilee.

Today's seasoning of the budget should facilitate its passage as part of the Unity Agenda. Linda asked that PB also spend time in discernment about the process for determining NEYM's contribution to Friends United Meeting (FUM). The current process approved at last year's Sessions (Minute 09-54, appended below) will expire at the end of September 2010 unless extended by the YM at this year's Sessions. To date, the YM Treasurer has received notifications from MMs that will reduce the YM's contribution to FUM by a total of \$107.

Linda asked PB to consider presenting a recommendation to Sessions that the YM continue the current process for one more year. Such a recommendation might be presented as part of the Advance Documents.

During the lengthy discussion that followed, the Clerk read letters from Northampton MM and from Brunswick MM. Friends noted that these letters raise deeper questions beyond the FUM personnel policy and attest to the continued work of the Spirit among us. We heard that a continuation would be helpful for at least one meeting that is still struggling and in deep disagreement over this issue.

**Friends approved the following minute:**

PB has heard a proposal to continue the process approved at Sessions in Aug 2009, regarding contributions to FUM (Minute 09-54). We have heard a letter from Northampton MM, written directly to PB, outlining their dual commitment to the ministry of supporting gay and lesbian relationships and to active engagement with the diverse family of Friends, including those who do not share or understand their ministry to and among gay and lesbian Friends. After many years of discernment, Northampton Friends have found unity on making a direct contribution to FUM. We also heard a letter from Brunswick MM about their decision to withhold their contribution to FUM made through NEYM, and we recognize that several MMs within NEYM have made that decision in recent months. We share the Presiding Clerk's sense that the current procedure is allowing the Spirit to continue moving among us, as a corporate body, facilitating a deepening of our life together and our struggle to discern the will of God. We support her request to have this process continued for another year without being revisited as an item of business at this year's Sessions.

We encourage MMs to continue their engagement with the concerns and process outlined in YM Minute 09-54 (appended below) and to share their ongoing discernment with other MMs and their Quarter.

**Minute for Finance to FUM**  
NEYM Minute 2009-54

If a monthly meeting minutes the intention of some of its members to exclude FUM from their contribution to NEYM, the MM treasurer will notify the NEYM treasurer of that decision, including a copy of the MM minute with the communication. The monthly meeting will then decrease their intended contribution by the appropriate amount, and the NEYM treasurer will decrease our contribution to FUM by the same amount. The MM treasurer is responsible for calculating the percentage of their budget that goes to NEYM. For FY09, the percentage of the NEYM budget that goes to FUM is 1.5%.

A fund will be established to which individuals can donate to add to the Yearly Meeting's contribution to FUM. Individuals may donate to this fund if they wish to help ensure that the full budgeted amount goes to FUM.

The NEYM treasurer will exercise care in communicating with FUM about the potential variability in NEYM's contribution to FUM."

**10-39 Report of Personnel Committee:** Judith Shea, Clerk, reported for the Committee.

She presented the document (sent in advance) drafted by the Committee in response to a request from Finance Committee “to minute the reasons for abandoning the collegiate pay structure.” This document was accepted by PB as adequately documenting the changes to staffing and policy approved by PB and Sessions over a period of years.

She summarized revisions to the NEYM Personnel Manual in response to the staffing restructure:

- The manual has been edited throughout to reflect the new positions and responsibilities of YM Secretary and Communications Director. Close scrutiny has been applied to all aspects of the manual including supervision and policy to best reveal organizational operations guided by Spirit and Quaker process.
- Changes to policies and procedures that resulted from structural changes approved at Sessions are incorporated into the document, e.g., the Communications Director is now a direct hire of the YM Secretary, who serves as his/her supervisor.
- *Managerial-level* or *Manager* refer to staff hired by Yearly Meeting Sessions. Currently, these are the positions of YM Secretary and Camp Director.

The Committee asked for guidance from PB on two proposed changes:

- Sabbatical policy – The Committee recommends that all “full-time” staff be able to request a sabbatical. With our current structure, the recommendation would extend the benefit to the YF/YAF Coordinator.
- “Equal pay” provision: The Committee recommends the removal of the “equal pay” appendix that describes the 5-step pay scale for managerial staff.

With regard to the proposed change in sabbatical policy, Friends raised questions about the budget implications and the practice of other YMs and wondered about possible guidelines for activities to be done during sabbatical. With regard to the elimination of the appendix, one Friend suggested a need for a future discussion about limiting the difference between lowest- and highest-paid staff.

**Friends approved** the revised Personnel Manual, including the elimination of the appendix laying out the pay scale for managerial staff, but with the exception of the recommendation on extending the sabbatical benefit to all full-time employees. We have asked the Personnel Committee to provide us with additional information, and we will revisit that recommendation at a future date.

**10-40 Report on Moses Brown incorporation:** The Clerk reported for the Working Group on the incorporation of Moses Brown School:

- Charles White, legal counsel for the Yearly Meeting, has prepared final drafts of the property transfer, bylaws, and incorporation documents relative to the incorporation of Moses Brown School, as approved by Sessions (Minute 09-24).

These documents were made available to Permanent Board for review in advance of the meeting.

- Responding to the concerns outlined in Minute 09-24, a working group had been constituted and had met five times during the course of the negotiations with the School.
- The School has been very responsive to the concerns of Friends. Specifically, the term of the land lease has been changed from 99 years to 75 years; the periodic review of the Quaker aspects of the school has been established on an every-ten-years basis as part of the purposes and procedures of the Nurturing Friends Education at Moses Brown School Committee; the property of the Providence Monthly Meeting has been legally separated from the land being leased to the school; and the MBS Board of Overseers intends to make a separate commitment to the education of the children of Friends in a minute to be approved by the Board at the upcoming meeting.
- The Clerk reviewed the documents, highlighting those parts that emphasize the commitment to the use of Friends practice in conducting business, the additional sections of the bylaws which cannot be changed without the approval of the Yearly Meeting, and the section specifying the return of the property of the School to the Yearly Meeting should the School be dissolved.
- The Clerk reported that the Working Group had not reached unity on the length of the term of the lease for the land, with counsel and several members being very comfortable recommending the 75-year term, while others feel that a much shorter term, as short as 30 years, to be more appropriate. He suggested that these points of view were entrenched and would not be likely to change, and proposed that it was the Permanent Board's role to determine if the 75-year lease was acceptable.

Following some additional discussion, **Friends approved** accepting the submitted transfer documents, including the 75-year lease term, and approved authorizing the Presiding Clerk to proceed with signing the documents and finalizing the transfer and incorporation of Moses Brown School.

**10-41 Report of Internal Nominating Committee:** Dorothy Grannell presented the following nominations:

- Clerks Nominating Committee: Allan Kohrman (Wellesley), class of 2013
- Personnel Committee: Rebecca Leuchak (Providence), class of 2013; and Donn Weinholtz (Hartford), class of 2013
- Nominating Committee: Adam Kohrman (Wellesley), at-large member, class 2012; and Connie Kincaid-Brown (Quaker City-Unity), class of 2012
- Memorial Minutes: Sarah Gant (Beacon Hill), class of 2012

**Friends approved** these recommendations.

The Committee recommends laying down the Office Facilities Oversight Committee. **Friends approved.**

Brian Drayton has resigned from Clerks Nominating.

**10-42 Report of Yearly Meeting Nominating Committee:** Christopher McCandless reported for the committee.

Christopher presented the following nominations to fill current vacancies:

- Faith & Practice Revision Committee: Sarah Hubner (Dover)
- Moses Brown Board: Elsie Morse (Providence), Nils Klinkenberg (Framingham), David Holdt (Hartford), and Don McNemar (Cambridge) - alternate

**Friends approved** these recommendations.

**10-43 Travel Minute for Susan Loucks:** The Clerk presented a travel minute for Susan Loucks (Beacon Hill), forwarded from Salem Quarter. Susan will travel among Friends and others as part of the Quaker Quest program. **Friends approved** endorsing this travel minute.

**10-44 Travel Minute for Sarah Savery-Martyr:** The Clerk presented a travel minute for Sarah (East Sandwich Preparative Meeting), forwarded from Sandwich Quarter. Sarah will travel among Friends in Kenya. **Friends approved** endorsing this travel minute.

**10-45 Memorial Minutes:** During the course of the day, Friends heard memorial minutes celebrating the lives of ten Friends: Jane Westover (Acton), John Barlow (Acton), Katherine Toll (Acton), Eloise Houghton (Cambridge), Rosly Walter (Cambridge), William How (Fresh Pond), Ilse Reich (Mt. Toby), Gordon Brown (Plainfield), Finley Perry (Wellesley), and Arthur Brinton (Wilderness).

**Friends approved** forwarding all of these memorial minutes to Sessions, asking that the Memorial Minutes Committee review and edit them, as necessary.

**10-46 Closing Worship:** We closed in waiting worship, planning to meet again on Saturday, August 7, 2010, at Bryant University in Smithfield, RI, at 9:30 AM.

Edward Baker, Clerk

John Humphries, Recording Clerk

**New England Yearly Meeting of the Religious Society of Friends**  
**Permanent Board Minutes draft**  
**March 20, 2010**  
**Hanover Monthly Meeting - Hanover, New Hampshire**

**10-15 Opening Worship:** We opened in waiting worship.

**10-16 Roll Call:** The Recording Clerk called the roll.

**Present:** Edward Baker, Holly Baldwin, Jeremiah Dickinson, Jeremiah Dickinson, Sarah Gant, Judy Goldberger, Andrew Grannell, Dorothy Grannell, Jan Hoffman, Linda Jenkins (Presiding Clerk, YM), Mary Knowlton, Allan Kohrman, Christopher McCandless, Donald Mick, Susan Reilly, Patricia Shotwell, Ruah Swennerfelt, William Upholt, Jane Van Landingham, Donn Weinholtz, and Carl Williams

**Regrets:** Thomas Ash, Debbie Block, Susan Davies, Beth Gorton, Carolyn Hilles-Pilant, John Humphries, Sandy Isaacs, Rebecca Leuchak, Dwight Lopes, Karen Sanchez-Eppler, Suzanna Schell, Judith Shea, Sarah Spencer, Philip Stone, Susan Zeichner

**Ex-Officio:** Travis Belcher (Finance Committee Clerk), Ed Mair (incoming Treasurer) Jonathan Vogel-Borne (YM Secretary)

**Guests:** Clifford Harrison

The Clerk reported that Tom Ash, Sarah Spencer, and Susan Zeichner have resigned their positions on Permanent Board, and that Carolyn Hilles-Pilant will resign at the end of the year.

**10-17 Minutes** of 16 January 2010 were **approved** with corrections.

**10-18 Report from Coordinating and Advisory Committee:** Linda Jenkins reported priorities for C&A have included monitoring the Moses Brown transition, the first year of our staff reorganization, and priorities budget process. Opportunities for extended worship continue to be available through each Quarter, including Salem at Wellesley, Northwest at Plainfield, and Connecticut Valley at Hartford meetings. More sessions are being planned.

A discernment group made up of the Clerk's table and others is busy planning for business at sessions next August, with much more to be done. Joint business sessions that will include both Young Friends and Young Adult Friends are in the works, a wonderful opportunity that has been suggested by our youth.

She asks for prayers as Coordinating and Advisory goes forward, moving deeper into the paradox that jubilee creates more work for ourselves.

**10-19 Yearly Meeting Secretary Report:** Jonathan Vogel-Borne reported:

- News from Monthly Meetings
  - Of the eight meetings with paid pastoral leadership, three are in transition: Durham, Allen's Neck, and the Friend(s) in Residence role at Cambridge is facing a year of restructure.
  - Quaker Quest, an outreach program coordinated by Friends General Conference, is being considered at several meetings throughout the Yearly Meeting.



- The situation around Friends United Meeting personnel policy continues to be a focus for a few meetings. While some meetings continue to support FUM through their Yearly Meeting contributions, three meetings have decided to withhold a portion of their contribution, and still others continue to struggle.
- In November, Ministry and Counsel minuted that we would not do a Yearly Meeting State of Society report, and shared that with monthly meetings, informing them that monthly meeting State of Society reports were not being requested. Some meetings continue writing them as they find them helpful. Meetings that write them should forward them to the Yearly Meeting office.
- Cambridge Meeting, in working through their budgetary issues, has been considering a recommendation from their Finance Committee to cut \$21,000 from their donation to the Yearly Meeting.
- On March 6, 2010, treasurers and Finance Committee members from monthly meetings met to explore the process of meeting funding. How to ask for money—always a challenge to Quakers—and becoming clear about why you’re asking—what is exciting about your meeting—are both important. Money follows a clear vision.
- Some of the staff have expressed considerable unease with the priorities budget recommendation of Personnel Committee (accepted and forwarded to Finance Committee by Permanent Board at our last meeting) that the salary for the YM Secretary should be increased to a level more comparable with the starting salaries of similar positions in the northeast, including other yearly meetings. We held most of the discussion of this issue until the report from Personnel Committee later in the agenda.
- The *New England Friend* is out—and it is wonderful. As it will be available online, fewer copies have been made.
- Beth Collea experimented with taking up residence at Woolman Hill as a way to do field work in Western Massachusetts nurturing first day groups and small meetings
- Jonathan attended youth retreats, both Young Friends and Junior High Yearly Meeting.
- Jonathan continues working with pastors in New England and New York and is planning a pastors’ retreat to be held at Powell House near Albany, NY.
- The Traveling Ministries and Intervisitation Program Subcommittee of NEYM Ministry & Counsel met recently. An important part of who we are is shared in visiting other meetings.
- Sale of Hope Street Property at Moses Brown School—PB approved the sale in 2007 (Minute 07-11), and we wish to record that a sale has actually happened.
- Priorities Budget—Unlike last year, the new budget contains no new positions requiring substantial fundraising. It is more of a “getting your house in order” budget so we can better focus on making our witness known in the world. In our discussion we came again to the issue of pay levels – do we reward levels of responsibility or types of service? Where is the place where we discern between paid work and unpaid service? How do we recognize and accept gifts of ministry, while we ensure that the work of the Yearly Meeting is accomplished?

**10-20 Report of Internal Nominating Committee:** Dorothy Grannell presented the following nomination:

- Nominating Committee: Rhoda Mowry (Smithfield), at-large member, class of 2013

**Friends approved** this recommendation.

**10-21 Report of Yearly Meeting Nominating Committee:** Christopher McCandless reported for the committee. The committee continues to wrestle with nominations. What is the role of the Nominating Committee? Should they decide what committees should be considered for laying down based on the difficulty of finding Friends to serve on a committee?

Christopher presented the following nominations to fill current vacancies:

- Aging: Debbie Colgan (Cambridge), Class of 2011
- Board of Managers: Rob Spivey (Brunswick), Class of 2011; James Ellingboe (Acton), Class of 2014
- Christian Education: Jana Noyes (New London), Class of 2012
- Earthcare Ministry: Mary Gilbert (Cambridge), Class of 2010; Rod Zwirner (Monadnock), Class of 2010; Jud Lee (New Haven), Class of 2012
- Friends Camp: David Marstaller (Durham), Class of 2010
- FCNL: Kathryn Fisher (Beacon Hill), Class of 2011
- FGC: Jackie Stillwell (Monadnock), Class of 2011
- Friends Peace Teams: Jessica Hipp (Fresh Pond), Class of 2012
- Moses Brown Board: David Holdt (Hartford), Class of 2013
- New England Friends Home: John Bach (Cambridge), Class of 2012
- Peace and Social Concerns: Barbara Dakota (New London), Class of 2010; Mary Ellen Cohane (Northampton), Class of 2011; Katherine Fisher (Beacon Hill), Class of 2011; Anna Radoccia (Bennington), Class of 2010
- Racial, Social, and Economic Justice: Skip Schiel (Cambridge), Class of 2012; Kay Brown (Barnstable), Class of 2012

**Friends approved** these recommendations.

We discussed laying down the Office Facilities Oversight Committee which has served as a liaison between Worcester Meeting and the Yearly Meeting office in the past. The Yearly Meeting Secretary has taken on that function. We would welcome a recommendation from Nominating Committee that the committee be laid down.

**10-22 Report of Personnel Committee** Edward Baker reported for Clerk Judith Shea. Work continues on the revision of the personnel manual to include the new staff structure with clearly defined policies and procedures for all staff. We expect a draft will be ready for the May meeting.

Kate Clark and Alison Hersey met with the committee at its last meeting. Kate has not felt supported during the changes to the staff structure, though Allie has.

The committee received a letter from Kate, expressing a concern that during the process of changing the staff structure there has been a departure from the equal pay model for our staff. The Personnel Committee recommended a large increase this year for the YM Secretary and only a cost of living raise for other paid staff in the Priorities Budget process. She requested that such an increase be spread across all paid positions. After Kate left the meeting, the Committee spent considerable time in discernment, seeking an appropriate response to her request. The Committee acknowledged that the Yearly Meeting had, in their understanding, moved away from an equal pay model, but neither the ad hoc committee on staffing structure nor the Personnel Committee had properly minuted that action. The Committee intends to work on that at its upcoming meeting.

The discernment around creating the new staff structure has been good Quaker process. There was a certain expectation that in making adjustments during the implementation, some issues would arise. The Personnel Committee felt that it was too soon to make changes to the new structure to accommodate one staff member's concern.

In the discussion that followed, we recognized the complex issues of the relationship between pay and responsibility levels, with one Friend expressing concern regarding gender equity as well.

Personnel committee will continue to make staff welcome at their meetings.

**10-23 Report on Moses Brown incorporation:** Edward Baker reported that the process has been moving forward with three meetings of the Working Group on Moses Brown Incorporation since the last Permanent Board meeting. Charles White (Providence), legal counsel for the Yearly Meeting, has been working on the transfer documents, making a number of changes. The School continues to be very responsive to Friends' concerns. Under the new structure, New England Yearly Meeting will continue to appoint Friends to constitute not less than one-third of the Board. The Working Group has identified additional sections of the by-laws that they believe should not be changed without NEYM approval. The goal continues to be ensuring that a Quaker influence at the school is maintained.

The process includes transferring the buildings to the school and leasing the grounds. The permitted activity on the property will be specifically defined by the by-laws. The transfer will be to two different corporations: the Moses Brown Facilities Corporation to take over the buildings, and the Moses Brown Corporation to run the school. This configuration is meant to further protect the property in the event of adverse legal action

The Moses Brown School Board has been asked to minute a commitment to the education of Friends as a part of this process. The discussion has been brought forward through a minute drafted by Cliff Harrison for last year's Sessions. The current draft of the minute that the MBS Board has been discussing recognizes the school's historic core purpose of educating Friends and seeks to articulate a commitment to disadvantaged children and a commitment to achieve a significant increase in the number of Quaker children at the school. This discussion is ongoing, at times tense and often fruitful. It is hoped that a minute will be ready to approve at the same time as the final approval of the transfer documents and new by-laws.

Moses Brown School is looking to work with New England Yearly Meeting to find qualified children from the Yearly Meeting (this was discussed further as part of the next agenda item).

The clerk asked for some guidance on the role of the Working Group on MBS Incorporation. Sessions approved the transfer of the buildings to the new corporation and has authorized Permanent Board to implement the changes and the Presiding Clerk to execute the necessary legal documents (Minute 09-24). The YM also directed PB to appoint a working group to help guide the process by ensuring that Friends' concerns are addressed. The Working Group is expected to make a recommendation to PB that the documents are ready to be approved. Their notes are like minutes of exercise, a record of the concerns that have been addressed and the progress being made.

**10-24 Report from Committee on Nurturing Friends Education at Moses Brown**

**School:** Elizabeth Zimmerman reported for the Committee. There continues to be excitement around Matt Glendenning, the new Head of School, who clearly understands Friends ways and process. He is creating an atmosphere of generous deep welcoming. Worship opportunities at the school are expanding. Galen McNemar Hamann is becoming half-time Director of Friends Education—as well as teaching and counseling.

Betsy distributed proposed Purposes and Procedures developed by the Committee. **Friends approved** the purposes and procedures (attached) with the addition of the phrase “including orienting the school to Quaker practice” as one of the Committee’s responsibilities.

**10-25 Report from Faith and Practice Revision Committee:** Jan Hoffman reported for the Committee. Each monthly meeting has a binder, currently containing two chapters, the preface, and three working papers awaiting comments. The Committee is now working on a chapter focused on illustrative experiences of Friends. The Committee has adopted a revised timeframe: two working papers will be out in 2010, and some chapters will be presented for preliminary approval in 2011-2012. The Committee has a 2015 finish date as a goal.

The organization chapter is being completely reconsidered. What are the elements and the life in a gathering and what are the disciplines that support that gathering?

At the request of the Permanent Board Clerk, Jan has conducted some research looking at other yearly meetings to see how they approach decision making. She has focused on Baltimore, Pacific, Philadelphia, and Southeastern yearly meetings, finding a wide variety of approaches. Each of these yearly meetings, however, includes an “interim meeting” of monthly meetings’ representatives, in contrast to NEYM’s appointed Permanent Board. Each of these yearly meetings also has a procedures manual in addition to its book of *Faith and Practice*, something NEYM does not have.

Friends found this information to be very eye-opening as we consider a role for a “mid-year gathering.” We are not yet sure where this might lead, but as we consider the difficulties in the nominating process and the possible role for a mid-year gathering, having different models to draw from will be useful.

Permanent Board asks our staff, through the YM Secretary, to begin gathering together our purposes and procedures.

**10-26 Finance Committee Report:** Travis Belcher, Clerk, reported for the Committee. On March 6, 2010, treasurers, finance committee members and other interested Friends from fourteen of the sixty-eight monthly meetings and worship groups gathered in Amesbury. The central focus of the discussion was the challenge of articulating our spiritual witness, and asking for money to accomplish that witness. Many monthly meeting finance committees are uncomfortable asking for money, and there seems to be a lack of understanding (especially among younger folks) that it takes money to run a spiritual organization. Even MMs that have money still have spiritual issues in how to spend it. Ideas of monthly meeting development committees and pledging were explored. Dave Sutton is setting up a Google group for continuing interaction among MM treasurers. It will be announced on the NEYM website.

At the next Committee Day, Finance Committee will be working on a budget to present to Sessions.

**10-27 Treasurer's report:** Jonathan Vogel-Borne, Acting Treasurer, presented the report and introduced Ed Mair who begins as Treasurer on April 1, 2010.

We accepted the report.

**10-28 Minute of Purpose:** As was requested at our last meeting, a letter has been sent to MM clerks and clerks of committees regarding our action on a minute of purpose for the Yearly Meeting, and it has been featured on the front page of the *New England Friend*. The ad hoc committee that worked on the wording noted that there had been a change and wanted to correct the language that it is to provide "a voice and a center," not "the voice and center." The clerk reported that he had received one response. We recognize that this is an important discussion regardless of the end result. Whether or not a particular minute of purpose is adopted, community is created through the discussion.

**10-29 Closing Worship:** We closed in waiting worship, planning to meet again on Saturday, May 8, 2010, at Friends Camp, China Lake, Maine at 9:30 AM.

Edward Baker, Clerk

Carl Williams, substitute Recording Clerk

# Yearly Meeting Secretary Report

to the 8 May 2010 Meeting of Permanent Board

As you are reading this report, I will likely be on my way to the International Planning Committee meeting for the 2012 Friends World Conference to take place in Nakuru, Kenya. In lieu of being at the Permanent Board in person, I send you this written report.

## Staff Changes

Since the March meeting of Permanent Board, we have received resignations from two of our staff members: Kimberly Allen, Young Friends/Young Adult Friends Coordinator effective June 1, 2010 and Katharine Clark, Communications Director, effective July 1, 2010. While not a total surprise, I very much value the ministry that both Kim and Kate have given to the Yearly Meeting, and will miss their gifts and leadership.

To carry us through the annual Sessions during the months of June, July, and August, I have hired two people in interim positions: Aimee Belanger for the Interim Young Friends Sessions Coordinator and Delia Windwalker as the Interim Office Manager. Aimee has participated in the Young Friends retreats over the past two years as a Resource Person and was the assistant Young Friends Coordinator at the 2009 annual Sessions. She knows the Young Friends and she knows the program. Delia, as many of you may know, was the NEYM Administrative Secretary for a number of years in the late 1980s and early 1990s. She was the Sessions Registrar in 2003. I am pleased to be working with Delia again.

For the long term, on April 28, 2010, I posted the job announcement for the Young Friends/Young Adult Friends Coordinator position. I am looking to hire a person for this job at the earliest by July 1, 2010, but hopefully by the annual Sessions at the very latest. So far, I have received definite interest from four people, all of whom appear qualified for the position.

The Communications Director position, though, will require some review/revision of the job description to see if the skills needed for web design and page layout are compatible with the kind of person we need to care for office management. I do want to preserve a full-time position, but to meet the Yearly Meeting's current needs, two part-time positions might be best. Personnel Committee will be meeting later this month to help figure this out.

## Annual Sessions Planning

Many of us have recognized the irony that in order to do an annual Sessions based on the theme and reality of Jubilee has required two or three times the effort to organize. One of the central aspects of Jubilee is Sabbath rest... Well, I'm looking forward to that rest becoming true.

This year's Sessions, again held at Bryant University, August 7–12, 2010, will be like no other: We will have —daily Anchor Groups, —intergenerational worship after breakfast each morning, —two afternoons of “Jubilee Seminars” in our Anchor Groups with Viv Hawkins of Philadelphia Yearly Meeting presenting on “Individual Witness” and Keith Harvey of the New England Office of the American Friends Service Committee presenting on “Corporate Witness, —“Sessions Children Peacemakers,” Annie and Peter Blood-Patterson will lead us in an intergenerational “Jubilee Celebration” on Tuesday night, —afternoon “Jubilee Time” for rest, recreation, interest groups, worship-sharing, —and, most especially, rather than our regular “Meetings for

Worship to Conduct Business,” we will be holding “Meetings to Hear God’s Call.” On at least on two occasions during the week, Young Friends and Young Adult Friends will join with the adults to share in these Meetings. I am very excited about what may happen at Sessions this year. Y’all come! Look for a print version of the *New England Friend* to arrive in your mailbox toward the end of May. Online registration will begin on June 1<sup>st</sup>.

### **Ministry & Counsel’s Intervisitation Program**

The Ministry & Counsel Traveling Ministries and Intervisitation Subcommittee is initiating a new program to remind us that being a Friend means that you visit other meetings at least two or three times a year (see the “Plan for the Encouragement of Intervisitation” announcement posted on Permanent Board’s documents in advance web page for this meeting). Over our history, visiting Friends have been the life-blood of the body of Quakerism. Even though our modern culture has so many means of communication, nothing can replace the face-to-face time we spend together in worship in community. And, Friends usually travel in pairs. But due to concern about our environmental footprint, I am encouraging full cars!

### **Concluding observations**

There is so much else going on all over the Yearly Meeting, including a growing interest and activity around Quaker Quest, Cambridge Meeting’s once-a-month meeting for worship at a facility that produces cluster bombs, Finance Committee’s plans to visit with local meetings, several pastoral positions in local meetings available (Durham, Cambridge, Allen’s Neck), Christian Education Committee’s Curriculum Workshop, and just a whole lot of positive and sometimes painful change everywhere. I recently described my life as being in chronic upheaval with periods of acute grace, but I realized that the reverse is more true: I experience chronic grace with periods of acute upheaval. Dear Friends, may the meeting of Permanent Board be blessed with chronic grace in the everlasting love of God.

Jonathan Vogel-Borne  
4 May 2010

# 2010 New England Yearly Meeting Sessions Schedule

	Saturday, August 7	Sunday, August 8	Monday, August 9	Tuesday, August 10	Wednesday, August 11	Thursday, August 12
6:30–7:00		6:30–7:00 <b>Early Morning Worship</b> — programmed, healing, unprogrammed, Earthcare, (See YM NEWS* for location)				
7:00–8:15		7:00–8:15 <b>Breakfast</b> (Salmanson Dining Hall, Unistructure)				
8:30–9:00		8:30–9:00 <b>Intergenerational Worship</b> (Rotunda)				
9:00–NOON	9:30 <b>Permanent Board</b> (See YM NEWS* for location) 9:30 <b>Ministry &amp; Counsel</b> (See YM NEWS* for location) 10:00 <b>Registration begins</b> (Hall 16 Lobby)	9:00 <b>Meeting for Worship</b> (Bello Center)	9:15 <b>Meeting to Hear God's Call</b>			9:15 <b>Meeting to Hear God's Call</b> 11:00 <b>Concluding worship</b> (all ages)
11:30–1:00	11:30–1:00 <b>Lunch</b> (Salmanson Dining Hall, Unistructure)					
1:00–5:30	1:00 – 2:45 <b>Committee meetings</b> (See YM NEWS* for locations) 2:00 <b>Meeting for Worship</b> (Rotunda) 3:00 – 4:15 <b>Parent/ Sponsor &amp; Youth Orientations</b> (See YM NEWS* for locations) 4:30 – 5:00 <b>Orientation</b> for first-time attenders (Bello Center) 5:00 <b>Registration closes</b>	1:30–4:00 <b>Jubilee Seminar:</b> Plenary presentation by Viv Hawkins, Philadelphia YM on “Individual Witness,” followed by small group sharing in <b>Anchor Groups</b>	1:30–4:00 <b>Jubilee Seminar:</b> Plenary presentation by Keith Harvey, New England AFSC on “Corporate Witness,” followed by small group sharing in <b>Anchor Groups</b>	1:30–3:00 <b>Anchor Groups</b>	1:30–3:00 <b>Anchor Groups</b>	1:30 <b>Permanent Board</b> (See YM NEWS* for location) 2:00 <b>Check-out ends</b> Drop keys in box (Info Desk at Rotunda or Hall 16 lobby)
		4:15 <b>Intergenerational Singing, Games &amp; Kenyan Tea</b>	4:15 <b>Jubilee Time:</b> For rest, recreation, intergenerational activities, special small groups (worship sharing, interest groups), committee activities, daily Open Meeting to Hear Concerns		3:15 <b>Committee Fair</b>	
5:00–6:30	5:00–6:30 <b>Dinner</b> (Salmanson Dining Hall, Unistructure)					
6:00–9:00	6:45 <b>Opening Celebration</b> (all ages) (Bello Center) 7:30 (approx.) Children & youth staff leave 7:45 <b>Welcoming &amp; Anchor Groups</b>	6:15 <b>Vespers:</b> Singing for all ages (outside) 6:15 <b>Orientation</b> for first-time attenders (See YM NEWS* for locations) 7:00 <b>Meeting to Hear God's Call</b> (Bello Center)	6:15 <b>Vespers:</b> Singing for all ages 7:00 <b>Meeting to Hear God's Call</b>	6:15 <b>Vespers:</b> Singing for all ages 7:00 <b>Jubilee Celebration</b> an intergenerational music event with Annie & Peter Blood-Patterson.	6:15 <b>Vespers:</b> Singing for all ages 7:00 <b>Meeting to Hear God's Call</b>	<b>Junior Yearly Meeting &amp; JuniorHighers:</b> Sa: 7:30–9pm; Su: 9:45–11:45am, & 7–9pm; M–W: 9–11:45am, & 7–9pm; Th: 9–11:00am Junior YM only, Su–W: 1:15–4:15pm <b>Young Friends:</b> Day & evening program
9:00–11:00	9:00–10:00 <b>Registration continues</b> (Hall 16 Lobby)	9:00 <b>Interest Groups</b> (See YM NEWS* for topics and locations)	9:00 <b>Interest Groups Contra Dance</b>	9:00 <b>Interest Groups</b>	9:00 <b>Interest Groups Coffee House</b>	
<p>* YEARLY MEETING NEWS is published Saturday through Wednesday mornings.</p> <p>REGISTRATION HOURS: <b>8/7 Saturday</b> (Hall 16 Lobby): 10:00am – 5:00 pm; 9:00pm – 10:00pm <b>8/8 Sunday – 8/11 Wednesday</b> (Hall 16, Room 308): 8:00am – 9:00am; 4:15pm – 5:15 pm; 7:00pm – 9:00pm</p>						



The Subcommittee for Intervisitation and Travel in the ministry announces  
A plan for the encouragement of intervisitation

*The Committee [on Ministry and Counsel] should be responsive to leadings of the spirit throughout the Yearly Meeting, and endeavor to foster the spiritual growth and strengthen the religious life of the membership Among its specific duties...to arrange for intervisitation among meetings. NEYM Faith and Practice (1985), pg 230.*

Simple sharing of worship by Friends in each others' meetings nurtures our knowledge and understanding of each other, and helps build a culture of informed and ready charity and interest which encourages unity and faithfulness. The Yearly Meeting Subcommittee on Intervisitation and Travel in the Ministry Subcommittee Committee on Ministry and Counsel has been led to undertake the following plan for 5 years.

1. The Subcommittee will soon send a letter to each Monthly Meeting Clerk, and each clerk of Meetings on M&C requesting the names of active members of the meeting.
2. The Subcommittee will invite these Friends w to participate in the Intervisitation program in the ensuing year.
3. The Subcommittee will compile the lists of active Friends willing to visit, and suggest meetings to visit. Each Friend will be asked to make 3 visits during the ensuing year, to attend worship in meetings not their own. Visitors will be asked to report after each visit, using a simple form provided by the Subcommittee; they are encouraged as well to report briefly to their own meeting and M&C. These reports will enable us all to track which meetings are being visited, and identify ways of improving our process. Our committee will report to YMM&C at least once a year.

It is our intent that all meetings will be visited during the year. However, we will also seek out meetings which might particularly appreciate Friends coming to worship with them, and take that information into consideration when scheduling visits. It is our hope that this plan will complement other travel that Friends might undertake on their own..

The result will be several hundred visits of friendship each year, and that this program will get more Friends accustomed to visiting their Friends near and far within the Yearly Meeting. We believe that such simple visits, offering the gifts of presence and acquaintance, will be very nourishing to the life of our meetings.

For more information, contact: Brian Drayton, Clerk, or the other members of the committee: Rebecca Leuchak, Beth Gorton, Clifford Harrison, and Debbie Humphries.

## Budget vs. Actuals Difference FY2009 - FY 2010

	October 2009 - April 30 2010			October 2008 - April 30 2009	
	Actual	Budget	% of Budget	Actual	\$ Difference FY2009 -FY2010
<b>Income</b>					
4010 Individual Contributions	45,841	130,000	35.26%	76,138	(30,297)
4020 Monthly Meeting Contributions	150,211	300,000	50.07%	151,690	(1,479)
4022 FUM MM Restricted Funds	(108)				(108)
4030 Organizations Contributions	0	2,200	0.00%	7,605	(7,605)
4050 Interest and Dividend Income	13,048	10,000	130.48%	13,168	(119)
4070 Books and other Items	1,223	27,500	4.45%	1,052	171
4080 Retreat Program Fees	24,898	47,000	52.97%	29,546	(4,648)
4085 Sessions Program Fees		171,500	0.00%	15,255	(15,255)
					0.00
					0.00
<b>Total Income</b>	<b>\$235,113</b>	<b>\$688,200</b>	<b>34%</b>	<b>\$294,453</b>	<b>(\$59,340)</b>
<b>Expenses</b>					
5000 Staff	160,953	270,021	59.61%	155,657	5,297
5075 Undistributed Credit Card Charge	5,810				5,810
5100 General & Administration	26,244	57,995	45.25%	27,218	(974)
5300 Travel & Conferences	10,110	25,650	39.42%	11,007	(896)
6000 Programs	27,955	258,575	10.81%	41,762	(13,807)
6140 Books and Other	246	25,500	0.97%	1,515	(1,268)
6200 Benevolence	19,192	39,009	49.20%	19,621	(429)
6600 Publications	8,809	11,450	76.93%	13,522	(4,713)
Uncategorized Expense (automatic bank charges)	1,052			0	1,052
<b>Total Expenses</b>	<b>\$260,372</b>	<b>\$688,200</b>	<b>38%</b>	<b>\$270,301</b>	<b>(\$9,929)</b>
<b>Net Income</b>	<b>(\$25,258)</b>	<b>\$0</b>		<b>\$24,153</b>	<b>(\$49,411)</b>
4090 Change in Fair Value	33298			(112,519.56)	145,817.15

October 2009 -April 2010	Budget vs. Actuals FY2010 - FY		
	Actual	Total Budget	% of Budget
<b>Income</b>			
4010 Individual Contributions	45,841	130,000	35%
4020 Monthly Meeting Contributions	150,211	300,000	50%
4022 FUM MM Restricted Funds	(108)		
4030 Organizations Contributions		2,200	0%
4050 Interest and Dividend Income	13,048	10,000	130%
4070 Books and other Items			
4072 Sales - Books	1,139	27,000	4%
4074 Quip Discount	(299)		
Total 4072 Sales - Books	840	27,000	3%
4075 Sales -Other Items	245	500	49%
4076 Shipping/Postage	137		
Total 4070 Books and other Items	\$1,223	\$27,500	4%
4080 Retreat Program Fees	24,898	47,000	53%
4085 Sessions Program Fees		171,500	0%
4090 Change in Fair Value	33,298		
<b>Total Income</b>	<b>\$268,411</b>	<b>\$688,200</b>	<b>39%</b>
<b>Expenses</b>			
<b>5000 Staff</b>			
5010 Salaries & Wages	105,306	171,854	61%
5037 Housing Allowance	14,000	24,000	58%
Total 5010 Salaries & Wages	119,306	195,854	61%
5020 Payroll Taxes	6,375	11,090	57%
5030 Benefits			
5033 Health Benefits	25,300	50,389	50%
5035 Retirements	8,430	9,704	87%
5040 Disability	724	957	76%
5045 Workers' Compensation	819	811	101%
Total 5030 Benefits	\$35,273	\$61,861	57%
5050 Spiritual Retreats		1,216	0%
Total 5000 Staff	\$160,953	\$270,021	60%
5075 Undistributed Credit Card Charge	5,810		
5100 General & Administration			
5110 Administration			
5120 Bank Expense	652	2,800	23%
5130 Contracted Services	200	16,000	1%
5140 Legal Services	1,000	1,000	100%
5150 Liability Insurance	7,195	7,500	96%
5160 Payroll Service	950	1,300	73%
5170 Recruiting Expense		1,000	0%
5180 Rent	7,013	9,350	75%
Total 5110 Administration	\$17,009	\$38,950	44%
5200 Office			
5220 Cleaning Services	(21)	300	-7%
5230 Maint - Equip & Hardware	59	1,500	4%
5240 Postage	1,325	4,000	33%
5250 Office Equipment	1,315	750	175%
5260 Office Supplies	1,662	2,250	74%
5270 Printing & Copying	2,717	5,495	49%
5280 Software & Updates	58	750	8%
5290 Telephone	2,119	4,000	53%
Total 5200 Office	\$9,235	\$19,045	48%
Total 5100 General & Administration	\$26,244	\$57,995	45%
5300 Travel & Conferences			
5310 Travel - Committee	1,686	3,000	56%

	Budget vs.	Actuals	FY2010 - FY		
5320 Travel - Clerk			4,000		28%
5330 Travel - Programs		155	2,100		7%
5335 Travel - Representatives Travel		1,963	3,500		56%
5350 Travel - Staff		5,183	12,000		43%
5360 Travel - Ministries			1,050		0%
<b>Total 5300 Travel &amp; Conferences</b>		<b>\$10,110</b>	<b>\$25,650</b>		<b>39%</b>
<b>6000 Programs</b>					
6105 Honoraria - Speakers/Wkshp Ldrs		4,150	9,600		43%
6110 Sessions Room & Board			163,100		0%
6112 Retreats - Room & Board		2,350			
6114 Room Rental		14,386	35,000		41%
6150 Food Expense		4,798	15,000		32%
<b>Total 6112 Retreats - Room &amp; Board</b>		<b>\$21,534</b>	<b>\$50,000</b>		<b>43%</b>
<b>6125 Program Expenses</b>					
6115 Equipment Rental			4,000		0%
6121 Supplies and Other Expenses		2,174	8,900		24%
6165 Pre-Sessions Expense			900		0%
<b>Total 6125 Program Expenses</b>		<b>\$2,174</b>	<b>\$13,800</b>		<b>16%</b>
6130 Committee Expenses - General		96	19,075		1%
6160 Support - Retreats & Sessopms			3,000		0%
<b>Total 6000 Programs</b>		<b>\$27,955</b>	<b>\$258,575</b>		<b>11%</b>
<b>6140 Books and Other</b>					
6142 Books		134	25,000		1%
6145 Other Items for Sale		112	500		22%
<b>Total 6140 Books and Other</b>		<b>\$246</b>	<b>\$25,500</b>		<b>1%</b>
<b>6200 Benevolence</b>					
6310 FGC		6,623	13,245		50%
6320 FUM		6,515	13,245		49%
6325 FWCC		2,340	4,769		49%
6328 Ramallah Friends School			100		0%
<b>6330 Friends' Organizations</b>					
6335 AFSC			300		0%
6338 Cuba Yearly Meeting		205	0		
6340 FCNL			750		0%
6345 QEW			300		0%
6350 Friends Peace Teams			100		0%
6355 FWCC 3rd World Travel			500		0%
6360 QUNO			200		0%
<b>Total 6330 Friends' Organizations</b>		<b>\$205</b>	<b>\$2,150</b>		<b>10%</b>
6400 Support for Monthly Meetings		1,385			
6450 Support for Individuals/Family		2,000			
6575 Other Organizations			650		0%
<b>6590 Ecumenical Organizations</b>					
6592 State Council of Churches			4,500		0%
6594 NE Council of Churches			150		0%
6596 NECL		125	100		125%
6598 World Council of Churches			100		0%
<b>Total 6590 Ecumenical Organizations</b>		<b>\$125</b>	<b>\$4,850</b>		<b>3%</b>
<b>Total 6200 Benevolence</b>		<b>\$19,192</b>	<b>\$39,009</b>		<b>49%</b>
<b>6600 Publications</b>					
6610 Yearly Meeting Minute Book		7,577	6,950		109%
6620 New England Friend		1,232	4,500		27%
<b>Total 6600 Publications</b>		<b>\$8,809</b>	<b>\$11,450</b>		<b>77%</b>
<b>Total Expenses</b>		<b>\$259,320</b>	<b>\$688,200</b>		<b>38%</b>
<b>Net Income</b>		<b>\$9,091</b>	<b>\$0</b>		

**New England Yearly Meeting of Friends  
Permanent Board  
Personnel Committee**

**Response to Finance Committee's request regarding equal pay**

NEYM Finance Committee has forwarded minute 2010-6 asking "Personnel Committee to minute the reasons for abandoning the collegiate pay structure." The Personnel Committee offers the following in response:

As we responded to staff concern about our recommended change in the salary structure, Personnel Committee considered whether our decision to recommend a significant salary increase for only the Yearly Meeting Secretary had been made in the context of an intentional decision to abandon the 'equal pay structure' policy of 1999.

In 1999 the Yearly Meeting had four secretary level positions with one, the Youth and Education Secretary having been incumbent for 11 years, a Field Secretary incumbent for 8 years, an Administrative Secretary incumbent for 4 years, and a Camp Director incumbent for 19 years. At that time NEYM established a salary policy in which a pay structure with step increases to bring salaries to the same level within five years. The Friends Camp Committee decided not to adopt the policy.

Looking at minutes from Sessions, Permanent Board and the Personnel Committee, and drawing from our own recollections, at our meeting on March 9, 2010, Personnel Committee noted a variety of understandings about why we adopted the equal pay policy among the secretarial level positions. Some Friends supported the policy because they believed in an egalitarian pay structure, others felt that since the secretarial level positions at that time were roughly equal in responsibility level that the concept was sound for our present condition, and still other Friends felt the concept worked at least as a method to alleviate the reality that, by virtue of long tenure, the Youth & Education Secretary's salary was much more than the other secretarial level staff and that the gap was getting wider each time COLA increases occurred.

Since that time the Yearly Meeting's staff structure has changed. Eight years ago we added a full-time administrative assistant, who was paid a salary less than the secretarial level positions. At that time we changed the personnel policy to reflect that we had two levels of responsibility, the managerial-level, and the program and administrative level. We minuted that the step increases pertained only to the managerial-level positions.

Five years ago we eliminated the Youth and Education Secretary position. We created two program-level positions, the Young Friends Coordinator and a part-time Christian Education Coordinator. By adding the responsibility for Young Adult Friends to that of Young Friends we were able to create a full-time position for the YF/YAF Coordinator. The YAF responsibility had previously been 1/5 of the Administrative Assistant's time. We also added a part-time Accounts Manager at the administrative-level, None of these new positions are paid at a level equivalent to the secretarial level salaries. Also, in 2007, when a new Camp Director was hired, the Camp Committee moved that new hire into the same pay scale as the Secretaries.

With the changes approved to the staff structure by the Yearly Meeting in 2009, we eliminated the two Secretary positions previously seen to have equal responsibility, and instead created a position for a Yearly Meeting Secretary with responsibility for all other staff in the operating division, a position for a Communications Director, and a full-time position for a Junior Yearly Meeting/Junior High Yearly Meeting Coordinator (currently being shared by two people).

Before adopting the Yearly Meeting Secretary model, each time a change was made in staff positions since 1999, when that change has resulted in unequal levels of responsibility, the position with lesser responsibility has not been paid at an equal rate with the higher responsibility position.

We were also reminded that the Ad Hoc Steering Committee on Staffing Structure had indeed talked about and accepted that pay scales would be unequal. One of the Ad Hoc Steering Committee's original recommendations had been to hire an additional part-time General Secretary at full-time equivalent salary of 70K per year.

The Personnel Committee believes that, by and large, the Yearly Meeting has intentionally moved away from the 'three Secretaries of equal responsibility' model and that while it is possible to maintain an equal pay structure, it is not advisable to do so. One most important factor in our conclusion is that an equal pay structure would make it much harder to find a new highly qualified Yearly Meeting Secretary. Our recommendation to increase the Yearly Meeting Secretary position's salary was based on our judgment that should we need to hire a new person in that position we would need to pay a salary at lowest starting level needed to attract qualified applicants, reasonably commensurate with other church and non-profit organizations in the New England area.

Within the Personnel Committee we came to agreement about what would be adequate starting salaries for our staff positions and we recognized that only the Yearly Meeting Secretary position, given the position's new responsibilities, would be difficult to fill at our current salary rate. In all cases we wish we had more resources to pay staff at higher levels, but in all cases we are confident that qualified people would apply and we believe that within the context of generous benefit packages, no one would be working at an exploitive level.

We have moved to a structure where we recognize one staff member as having more responsibility for our operations than any other staff member. We have done this to facilitate planning and supervision and to make the process of planning and the basis for supervisory decisions more transparent and open.

The Personnel Committee recognizes that an effective organization encourages collegiality when it values and cares about all of its employees and makes every effort to compensate them fairly and to provide benefits that are generous and appropriate. We do not believe an equal pay structure is necessary to promote collegiality.

# NEYM PERSONNEL POLICY MANUAL

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## **I. INTRODUCTION**

New England Yearly Meeting of Friends (NEYM) is a faith community committed to following the promptings of the Holy Spirit in support of our testimonies and our communities. NEYM employs a number of staff to support the ongoing work of the Yearly Meeting. This personnel manual is meant to provide guidelines and expectations for the working relationship between paid staff and their supervisors to guide them in their work for NEYM.

More important than the specific arrangements outlined below, which may change as needed, is the degree of caring, our willingness to work in harmony with one another and our ability to be open to the leadings of the Holy Spirit.

We sincerely desire that work for the Yearly Meeting, whether voluntary or paid, arise from prayerful attention to God's leadings. We are concerned with the growth of Christian fellowship and furthering the work of the Religious Society of Friends in New England and other places. In these policies we seek to provide fair working conditions and loving support for those who work as paid employees. Together, both employees and Personnel Committee members have an opportunity to further God's work in the world through their service to NEYM.

The Personnel Committee is committed to complying with all federal and state labor guidelines, except where, for reasons of conscience, the Yearly Meeting has directed otherwise.

## **II. EMPLOYEE OVERSIGHT AND NURTURE**

NEYM has given the Permanent Board responsibility for employee oversight and nurture; the Permanent Board delegates to Personnel Committee the fulfillment of that responsibility. As part of that responsibility, Personnel Committee works together with the Yearly Meeting Secretary (YM Secretary), Finance Committee and other committees with designated concerns for the work of the employees. As members of a community of faith, the Personnel Committee and the staff strive to draw out and hold accountable the right exercise of God's gifts in each employee as it pertains to their job in the Yearly Meeting and to their overall spiritual growth.

### **A. EMPLOYEE STATUS DEFINITIONS**

All Yearly Meeting positions will be described by one of the options in each of the following categories. The classification for each position will be specified in the job description.

#### **1. RESPONSIBILITY LEVEL DEFINITIONS**

- a. Managerial-level Staff are those hired by Yearly Meeting Sessions. These employees are hired by the Yearly Meeting in Session, upon recommendation of the Permanent Board. Their work is reported to the Personnel Committee on a regular basis, and supervised by their appointed supervisor. Their work is outlined

in job descriptions (attached to this manual) developed by the Personnel Committee and approved by the Permanent Board. Components of the jobs are further enumerated along with salary and benefits in employment letters signed by the clerk of the Permanent Board and cosigned by the employee, annually at the beginning of the Yearly Meeting's fiscal year.

b. Administrative and Program Staff are hired to meet specific needs of the Yearly Meeting under the direct supervision of the YM Secretary. Each staff member's work will be outlined in a job description reviewed on a regular basis and, if modified, submitted to the Personnel Committee for approval. Pay rate and any possible benefits will be set by the supervisor within the policy and budgetary constraints of the Yearly Meeting, and will be communicated in an employment letter which will be copied and sent to the clerk of Personnel Committee and the Treasurer.

## **2. REGULAR AND TEMPORARY DEFINITIONS**

a. Regular employees are employed in an ongoing arrangement, generally under a full year contract.

b. All other employees are considered Temporary. Temporary employees generally work for a specified period, usually on a short term basis.

## **3. FULL TIME AND PART TIME DEFINITIONS**

a. Full Time employees are generally expected to work 40 hours per week.

b. All other employees are considered Part Time.

## **4. BENEFIT ELIGIBILITY**

In general, Regular Full Time employees are salaried (Fair Labor Standards Act exempt) and receive full benefits as defined below. All other employees may be subject to limitation on benefits. Eligibility is described below in the section on benefits definitions, and ultimately determined in each case by the terms of the employment letter.

# **B. INDIVIDUALS NOT HOLDING EMPLOYEE STATUS**

## **1. EMPLOYEES OF YEARLY MEETING SUBDIVISIONS**

New England Yearly Meeting is a corporation with four separate branches: The operating branch, the New England Friends Home, the Friends Camp, and the Moses Brown School. Each of these branches has separate administrative and pay structures. The contents of this manual apply only to the operating branch. (Please note; the Director of the Friends Camp is an employee of the operating branch.) The other branches have their own personnel systems that function independently of the Yearly Meeting personnel system. The Yearly Meeting committee responsible for the oversight of each institution shall review its personnel system from time to time to ensure that it is consistent with Friends' principles. The NEYM Personnel Committee shall remind these committees of this responsibility.

## **2. CONTRACTUAL WORKERS**

Contract Workers are individuals or firms providing specified services for the Yearly Meeting and are hired by the YM Secretary, committees and officers of the Yearly Meeting. These individuals or firms are not employees of the Yearly Meeting. In each instance, it is the hiring supervisor who will determine whether the agreed upon obligations have been satisfied and shall be the person authorizing payment. The Treasurer will inform the Personnel Committee of work done on a fee basis for the Yearly Meeting by giving the Committee an annual summary of all IRS Form 1099s issued.

## **3. INTERNS AND VOLUNTEER WORKERS**

Individuals may enter an arrangement of service to the Yearly Meeting whereby they receive some modest compensation — for example, stipends, honoraria, waived registration fees, or room and board at Yearly Meeting events. These individuals are not employees of the Yearly Meeting and are not eligible for benefits. The Treasurer will provide the Personnel Committee with an annual report of individuals who received honoraria and amounts paid by the Yearly Meeting.

# **C. PERSONNEL COMMITTEE**

## **1. STRUCTURE AND REPORTING**

- a. The Personnel Committee has six to nine members who serve staggered three-year terms. The Personnel Committee chooses a clerk from among its members.
- b. The Permanent Board appoints the Personnel Committee. In making appointments to the Personnel Committee, the Permanent Board considers interest and experience in personnel matters and experience in other parts of Yearly Meeting, such as Permanent Board, Coordinating and Advisory Committee, and other committees having contact with Yearly Meeting employees. The Clerk of Permanent Board and the Yearly Meeting Treasurer serve as *ex officio* members of the Personnel Committee, and the Clerk of the Personnel Committee serves as an *ex officio* member of the Permanent Board.
- c. The Personnel Committee reports to the Permanent Board. With approval of the Permanent Board it establishes and carries out personnel policy. The YM Secretary is responsible for administering the Personnel Policies enumerated in this manual. The authority of the Personnel Committee is limited to that granted to it by the Permanent Board, including but not limited to that stated in the Personnel Policy Manual.

## **2. RESPONSIBILITIES**

Personnel Committee develops policy to outline the various parameters of work for the Yearly Meeting, and communicates its recommendations to Permanent Board. It advises

the YM Secretary and assists the YM Secretary in responding to concerns of employees. It hears grievances from staff and assists with conflict resolution when necessary.

The Personnel Committee:

- a. Develops and maintains a personnel policy manual for approval by Permanent Board.
- b. Develops and regularly updates job descriptions for Managerial-level staff, for approval by Permanent Board. Reviews and approves job descriptions for all other staff.
- c. Develops and maintains recommended salary schedules for Managerial-level staff, and pay rates and policy for benefits and other compensation for all staff.
- d. Ensures that each employee has adequate orientation and supervision, and that each Managerial-level employee has adequate supervision.
- e. Acts to resolve differences or facilitate the relationship between the YM Secretary, supervisors and employees, either upon its own initiative or upon request.
- f. Receives and reviews reports on personnel matters from YM Secretary and supervisors, including performance appraisals and recommended changes in job descriptions.
- g. Ensures that an annual performance appraisal for all Regular staff takes place.
- h. Annually reviews personnel practices, policies, and staffing structure.
- i. Annually prepares a contract letter for the YM Secretary and Camp Director, for the signatures of the Clerk of the Permanent Board and the employee (see Appendix A).

## **D. STAFF SUPERVISION**

### **1. MANAGERIAL-LEVEL STAFF SUPERVISION**

- a. Appointment – The YM Secretary will have a supervisor appointed by the Coordinating and Advisory Committee. The Camp Director will be supervised by the clerk of the Camp Committee.
- b. Evaluation – The YM Secretary and the Camp Director will participate in an annual performance appraisal, by the Coordinating and Advisory Committee and the Camp Committee respectively, so that a recommendation on their continuing employment can be made to Yearly Meeting Sessions.

### **2. ADMINISTRATIVE AND PROGRAM STAFF SUPERVISION**

All Administrative and Program staff members shall be supervised by the YM Secretary. For each Administrative and Program staff member, the YM Secretary will:

- a. review and update the job description for Personnel Committee's approval
- b. generate and sign an employment letter with the employee
- c. interpret Yearly Meeting policy to the employee
- d. arrange with the Treasurer for timely compensation
- e. develop a work plan with the employee
- f. meet regularly with the employee
- g. conduct performance appraisals
- h. advise Personnel Committee on fair compensation for the employee
- i. authorize reimbursement of expenses
- j. pre-authorize substantial work-related travel and conference attendance

### **III. SEARCH PROCESS, EMPLOYMENT, AND TERMS OF EMPLOYMENT**

#### **A. RECRUITMENT, APPOINTMENT AND REAPPOINTMENT**

##### **1. APPOINTING AUTHORITY AND CONFIRMATION**

NEYM appoints and annually re-appoints Management-level employees upon recommendation of the Permanent Board. The Permanent Board has authority to appoint such employees between Yearly Meeting Sessions; however these appointments are considered temporary until confirmed by the Yearly Meeting at its annual Sessions.

Other staff positions budgeted by the Yearly Meeting will be hired by the appropriate supervisor in consultation with the Personnel Committee and with input from relevant committees.

##### **2. NON-DISCRIMINATION**

NEYM will not discriminate in appointment of employees on the basis of race, color, age, gender, sexual orientation, disability, or national origin; however, preference will be given to members of the Religious Society of Friends.

##### **3. BASIS OF CONSIDERATION**

The initial consideration of applicants will be based on a letter of interest and current resume demonstrating qualifications that fulfill the written job description.

##### **4. ANNOUNCEMENT OF POSITION AVAILABILITY**

All current employees will be notified of any vacant position by formal or informal announcement and advertisement.

##### **5. SEARCH PROCESS**

A. When a Yearly Meeting Managerial-level position becomes or imminently will become vacant, the Permanent Board shall appoint a Search Committee of not less than 5

nor more than 10 members, including at least one member of the Personnel Committee. In the case of the YM Secretary, Coordinating and Advisory Committee shall recommend the members of the search committee; in the case of the Camp director, the Camp Committee shall recommend the search committee. This search committee shall:

- a. plan the timetable of the search process;
- b. review job descriptions;
- c. prepare informational materials;
- d. place advertisements and announcements in appropriate Quaker and other media;
- e. develop an application process and prepare all return letters and acknowledgements;
- f. review applications;
- g. consult references;
- h. interview candidates;
- i. arrange for selected candidates to meet with current Yearly Meeting staff members, who shall advise the Search Committee; and
- j. recommend a candidate to the Permanent Board for appointment.

The Permanent Board shall, in turn, recommend a candidate to Yearly Meeting in its annual Sessions. If necessary, the Permanent Board may make an interim appointment for the period before the Yearly Meeting Sessions, without a formal search, but should at the same time appoint a search committee to recommend a candidate for regular appointment.

B. The process for filling an Administrative and Program staff vacancy: The YM Secretary will conduct a search and administer the hiring process, in consultation with the Personnel Committee and with the input of relevant committees, with the goal of finding the best candidate for the position in a timely manner.

## **6. TERM OF APPOINTMENT AND EMPLOYMENT LETTER**

While all NEYM staff are hired as “at-will” employees, management-level appointments are made for one year, corresponding with the Yearly Meeting’s fiscal year, and can be renewed annually. Upon notification of an appointment:

- a. the Personnel Committee will prepare an Employment Letter for Managerial-level staff (see samples in Appendix A).
- b. the Clerk of the Permanent Board and the employee will sign the Employment Letter, except in the case of the Friends Camp Director, where the Clerk of the Friends Camp Committee, the Clerk of Permanent Board and the Friends Camp Director will sign the Friends Camp Director Employment Letter.

The originals of these documents and the Employee Information Forms (see Appendix B) are filed in the employee’s permanent personnel file, with copies provided to the Personnel Committee clerk and the Treasurer. The YM Secretary shall ensure these documents are distributed and filed.

Administrative and Program staff who are Regular employees will receive an employment letter prepared by their supervisor to coincide with the Yearly Meeting’s fiscal year. The employment letter will include rate of pay and will enumerate any

benefits that are available to the staff member. A copy of this letter will be sent to the clerk of the Personnel Committee and another will be filed in a personnel file by the YM Secretary.

Temporary employees will receive a letter of employment that lists project, rate of pay and the timeframe of their hire.

## **7. ORIENTATION FOLLOWING APPOINTMENT**

Following appointment, new employees shall be given orientation to the Yearly Meeting, its personnel practices, and their own working arrangements.

- a. The YM Secretary, or designee in the YM Secretary's absence, shall at the earliest convenient time: provide a copy of this Manual; assist the new employee in filling out the Employee Information Record and government forms consistent with Yearly Meeting policies; assist in processing of required forms for arranging salary withholding and determining fringe benefit choices and registrations; and provide a briefing on office space, facilities, and procedures.
- b. The YM Secretary, or designee in the YM Secretary's absence, shall arrange for a new employee to meet: all full time staff; the directors of Friends Camp and the New England Friends Home; the Head or representative of Moses Brown School; and the Yearly Meeting's Coordinating and Advisory Committee.

## **B. JOB DESCRIPTIONS**

There shall be written job descriptions for all employees. Current job descriptions for Managerial-level staff are attached to this manual.

The Personnel Committee shall periodically, but no less than every three years, review and revise job descriptions. Substantial revisions to Managerial-level job descriptions must be submitted to Permanent Board for approval.

Job descriptions for Administrative and Program Staff will be written by the supervisor in consultation with the Personnel Committee and will be approved by the Personnel Committee prior to appointment. Final versions are filed in the personal file of the employee and with the clerk of the Personnel Committee.

## **C. WORK HOURS**

### **1. FULL-TIME AND PART-TIME EMPLOYEES**

A Regular Full-Time employee is defined as one who works an average of 40 hours a week for 52 weeks a year including specified vacation time, holiday time and leave time. Regular Part-Time employees work some fraction of a 40-hour week for 52 weeks during the year. Temporary employees may work up to 40 hours per week but generally on a short-term basis.

## **2. OVERLOADS**

The workload in NEYM is unevenly distributed throughout the year. If an overload condition persists, the situation should be discussed with the supervisor. If the problem continues, the supervisor shall report the situation to the Personnel Committee and alternative methods for addressing the overload developed. Recurrent periods of persistent overload indicate that the job description needs to be revised or that there is a mismatch between the employee's abilities and the demands of the job.

## **4. SESSIONS ATTENDANCE, WEEKEND WORK**

Attendance at Yearly Meeting Sessions is mandatory for regular full-time staff members (usually the Camp Director's attendance is limited). Attendance at committee meetings is expected if scheduled in the employee's work plan.

Much of the workload of some positions falls on weekends; however, no employee should work more than three weekends a month, especially if travel is involved. Any absence not related to work should be cleared in advance with the supervisor.

## **5. COMPENSATORY TIME**

When the necessities of work require more than 40 work hours in any one week, compensatory time off shall be taken as soon as feasible by an exempt employee to provide rest and relief. Compensatory time shall not be saved and added to future vacations or sabbaticals. Compensatory time may not be carried over beyond three months of its accrual.

## **6. OFFICE HOURS AND TELEPHONE AVAILABILITY**

Office hours and telephone availability will be established on an individual basis and approved by the supervisor. Each employee's office hours and availability shall be conveyed to all major constituencies.

## **7. NON-EXEMPT EMPLOYEES (Fair Labor Standards Act classifications.)**

Employees who are not salaried will be paid time-and-a-half for any hours worked beyond 40 hours in any week.

## **D. PERFORMANCE APPRAISALS**

Annually, the job performance of Regular Full-time and Regular Part-time employees shall be appraised. The YM Secretary (and the Coordinating & Advisory Committee in the case of the review of the YM Secretary) oversees the specific calendar of events, taking into account the work plan of the individual employee. (See Procedures section for additional information.)

### **1. PHASE ONE**

Early in the employment year each employee and his/her supervisor will jointly establish a work plan including priorities and performance objectives. Through the employment year, the supervisor compares implementation of the plan and the attainment of the priorities and objectives with the written activity reports provided by the employee.



## **2. PHASE TWO**

In the ninth or tenth month of the employment year, the employee and her/his supervisor shall meet to review the job performance of the employee. The job performance of the employee is appraised in the Light, and the sense found in this meeting is minuted and sent to the Personnel Committee. In the case of the YM Secretary the letter is also sent to the Coordinating & Advisory Committee and in the case of the Camp Director to the Friends Camp Committee. This confidential letter constitutes the formal Performance Appraisal, which is part of the employee's permanent file. Should the staff member be unable to unite with the sense of the appraisal, he or she may write a second letter that will be attached to the Performance Appraisal.

## **3. PHASE THREE**

Upon the completion of a positive Performance Appraisal, the Yearly Meeting Secretary will notify the employee of their continuing employment. In the case of the YM Secretary, the Coordinating and Advisory Committee shall review the minuted YM Secretary's Performance Appraisal and shall then recommend to Permanent Board whether the YM Secretary should be re-appointed, and under what conditions, if any. In the case of the Camp Director, the Friends Camp Committee shall review the minuted Camp Director's Performance Appraisal and shall then recommend to Permanent Board whether the Camp Director should be re-appointed, and under what conditions, if any. Permanent Board will then recommend continuing employment of the YM Secretary and the Camp Director to the annual Sessions. The Personnel Committee, the Coordinating and Advisory Committee (for the YM Secretary), or the Friends Camp Committee (for the Camp Director) may, at that point, recommend any substantial changes in the job description.

Administrative and Program-level staff who are Regular Full-time or Regular Part-time will receive an evaluation from their supervisor on an annual basis, generally during the late spring or summer. The process will include a self-evaluation, a meeting with the supervisor, and a written report that will be forwarded to the Personnel Committee clerk and then filed in the staff member's personnel file. If there is a major discrepancy between the self-evaluation and the Supervisor's findings, the staff member may send a statement to the Clerk of the Personnel Committee who will attempt to resolve outstanding issues.

## **E. JOB SECURITY**

The nature of Yearly Meeting funding and the necessity for Yearly Meeting approval of staff continuing employment on an annual basis preclude the possibility of tenure. Changes in the structure or perceived needs of the Yearly Meeting may necessitate the elimination of a position. However, employees can normally anticipate that if their performance evaluations are favorable, they will continue in their positions.

## **F. TERMINATION OF EMPLOYMENT**

Termination of employment may be through an employee's resignation, by dismissal for cause, or due to the elimination of the position. Upon termination, employees shall be responsible for the dispensation of any retirement assets they have accrued during their term of employment.

## **1. RESIGNATION**

An employee is free to resign during an appointment period, with due consideration for the needs of the Yearly Meeting. If an employee finds it necessary to resign before the end of a regular appointment period, one month's minimum notice is expected, except in emergencies. When possible, the timing of termination should be planned by the employee and the supervisor. Notice of resignation should be given in writing to the supervisor, and simultaneously to the clerks of Permanent Board and Personnel Committee.

## **2. DISMISSAL**

Dismissal shall be for unprofessional, negligent or inappropriate behavior, or when, in the judgment of the supervisor (Permanent Board, in the case of managerial-level staff), the staff member is persistently found to not be adequately meeting the requirements of the job description. (Supervisors will consult with Personnel Committee clerk prior to any dismissal.) The reasons for any dismissal shall be provided in writing. Notice of dismissal shall be in the form of a letter from the supervisor (or the clerk of Permanent Board) to the employee, with a copy to the Personnel Committee, stating the reasons for action.

A staff member may appeal a dismissal. In the case of an Administrative and Program-level staff member, written appeal should be sent to the Clerk of the Personnel Committee, who will discuss any action with the Committee after investigating the situation. In the case of a Management-level staff member, written appeal should be sent to the Presiding Clerk who will discuss any action with a committee composed of the Presiding Clerk, the Clerk of Permanent Board, the Clerk of Personnel Committee, and the Clerk of Ministry and Counsel.

## **3. ELIMINATION OF POSITION**

The Yearly Meeting may eliminate a position due to financial considerations or due to a restructuring of staff positions, or whenever it determines it is in its best interests to do so. Ideally this would happen at the end of an employment period. If it is not at the end of an employment period at least one month's notice shall be given, or pay in lieu thereof, and employees will receive payment for any accumulated vacation time.

## **4. MID-YEAR CHANGE IN STAFFING**

In the event of mid-year changes in staffing caused by the resignation or dismissal of an employee, the supervisor may rehire to fill the vacancy within the limits of what remains in the budget. However; a new structure or a different way to get the work done may be envisioned by the supervisor, in which case there should be consultations with the Personnel Committee clerk. Transfers of allocations between Yearly Meeting budget lines to accommodate mid-year changes in staffing shall be jointly approved by the Personnel Committee clerk, Finance Committee clerk and the clerk of Permanent Board, and will be reported to Permanent Board. Any increase in funding level must be approved according to Yearly Meeting procedures.

## **G. CONFLICT RESOLUTION**

Differences that persist between employees shall first be addressed with their direct supervisors. If the conflict is not resolved, the employee may request a review by the Personnel Committee.

## **H. RECORDS AND PERMANENT FILES**

Each supervisor is responsible for maintaining appropriate records on an employee's work history and evaluations as well as records of vacation time accrued and used.

Employees are encouraged to keep daily records of their work, principally for their own use. Such daily records can be used in preparation of regular written staff reports, which shall be filed with the employee's permanent records.

An employee's permanent personnel file shall be maintained at the Yearly Meeting Office. Administration of the file is the responsibility of the Clerk of the Personnel Committee. Elements of the file include an employee's application for employment, employee information form, approved job description, benefit election forms, regular written staff reports, records of vacation time accrued and used, annual reviews, employment letters and other materials or correspondence pertinent to an employee's record of employment.

# **IV. COMPENSATION**

## **A. SALARY RANGE**

The Yearly Meeting desires to pay salaries commensurate with job responsibilities, experience and performance. The Personnel Committee establishes a salary range for Management-level staff positions in consultation with the Permanent Board and the Finance Committee. The range is reviewed each year and salaries are adjusted by the amount of any cost of living adjustments (COLA).

Salaries and wages for Administrative and Program-level staff will be based on recommendations of the positions' supervisors made to the Personnel Committee, and by that Committee's work on the "NEYM Staff" section of the Yearly Meeting budget, in consultation with the Finance Committee.

## **B. COST OF LIVING ADJUSTMENT**

The Yearly Meeting strives to provide annual cost-of-living adjustments (COLA) to the salaries paid to its employees. The COLA is based on the Consumer Price Index – All Urban Consumers (CPI-U) for the Boston area as published by the U.S. Bureau of Labor Statistics. January to January figures are used to determine the percentage increase.

## **C. MERIT INCREASES**

Salary merit increases will also be considered by the Personnel Committee on an annual basis at the conclusion of the performance appraisal process. The factors influencing merit increase recommendations are performance appraisals, experience, and the resources of the Yearly Meeting.

## **D. PROCEDURES**

a. New Hire: Managerial-level – The Search Committee completes salary agreements with the new staff member within the established range. Administrative and Program-level – the supervisor sets the starting pay within the budgeted amount.

b. Continuing Staff: Salary and benefits are established as part of the Yearly Meeting's budget process. Thus, adjusting salary and benefits is an annual process that begins in the early winter. In January or early February, staff members are invited to meet with their supervisor regarding salary and benefit issues. Supervisors are in turn invited to correspond or meet with the Personnel Committee regarding the salary and benefits issues of their employees. Personnel Committee forwards its recommendations regarding overall percentage increases for cost of living adjustments and merit raises to the Staff, Finance Committee, and Permanent Board in time for consideration at Finance Committee's mid-winter meeting. There will be further consultation between the Personnel and Finance Committees prior to Finance Committee's presentation of the entire budget to Permanent Board in the spring. Final approval of compensation, benefits, and expense budgets rests with the Yearly Meeting.

## **E. PAYDAY**

Salaries are paid on a monthly basis, generally on the 15<sup>th</sup> day of the month. Employees who are not salaried are paid on a bi-weekly basis following procedures set by the Treasurer.

## **F. PAYROLL DEDUCTIONS**

All payments are made subject to deduction of appropriate withholdings in accordance with prevailing U.S. and state regulations, including Social Security and Medicare; however, the Yearly Meeting will not withhold Social Security or Medicare tax for employees who are classified as ministers (see §V.A.1).

# **V. INSURED OR REGULATED BENEFITS**

## **A. EMPLOYER'S COSTS**

### **1. SOCIAL SECURITY AND MEDICARE**

The Yearly Meeting will pay the employer's share of Social Security and Medicare taxes for all employees. Employees considered ministers by the Yearly Meeting are classified, for tax purposes, as independent contractors according to IRS regulations. Therefore, the Yearly Meeting does not contribute Social Security or Medicare (FICA) taxes in this instance.

### **2. WORKER'S COMPENSATION**

The Yearly Meeting shall provide worker's compensation insurance, as required by state law.

### **3. UNEMPLOYMENT COMPENSATION**

NEYM, as a church, is not required to participate in unemployment insurance programs. Unemployment compensation is therefore not available to NEYM employees.

## **B. DEFINED EMPLOYEE BENEFITS**

### **1. HEALTH INSURANCE**

Regular employees shall have access to reliable health care while serving as employees of the Yearly Meeting. Employees are eligible to participate in group coverage administered through the New England Friends Home; those not already covered by medical insurance from another source are expected to elect this or other acceptable coverage. An employee who has adequate medical coverage from another source (such as a spouse's employment) may state in writing that coverage from NEYM is not desired and will not receive this benefit. If an employee elects to receive coverage from NEYM, the benefit will cover a percentage (determined annually by the Permanent Board upon recommendation by the Personnel Committee in consultation with the Finance Committee) of the estimated cost of an individual, dual or family plan (whichever is most appropriate for an employee's family circumstance) from approved health insurance providers. Regular Part-Time employees who work at least 30 hours per week shall have access to a pro-rated health insurance benefit.

### **2. RETIREMENT**

NEYM provides an employer retirement plan for each Regular employee who works at least 20 hours per week. The employer contribution is 10% of the employee's salary. In addition, any employee may contribute monies into a supplemental retirement account so long as the annual contribution is at least \$200. For details, please refer to documents defining the NEYM Retirement Plan held by the Treasurer.

### **3. HEALTH CARE AND DEPENDENT CARE REIMBURSEMENT**

A Regular employee who works at least 17 ½ hours per week may elect a reduction in his or her cash compensation in order to obtain pre-tax reimbursement for medical, dental and dependent care expenses. An employee is eligible for this benefit after six months of employment. See the booklet entitled "New England Yearly Meeting Section 125 Documents," published separately, for details of this plan.

### **4. DISABILITY COMPENSATION**

NEYM provides disability insurance for all employees who work 30 or more hours per week and are younger than 64 years and 8 months. New employees are eligible immediately, but there is a two-year pre-existing condition exclusion. Information regarding current disability insurance benefits is available from the Treasurer.

## **VI. GENERAL EMPLOYEE BENEFITS**

### **A. VACATIONS**

Regular full-time employees are eligible for fifteen days paid vacation per year. The vacation schedule is to be worked out in consultation with the supervisor, other staff, and affected clerks and then reported to anyone who might be affected. Although vacation time is generally to be taken during the contract year of its accrual, it may be deferred and taken within the first four months of the following contract year. Vacation days may not be carried over beyond this period. The number of vacation days is pro-rated for regular part-time employees.

### **B. HOLIDAYS**

Regular full-time employees are entitled to ten paid holidays per year. The paid holidays are: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day. When a Yearly Meeting workshop or conference or other necessary work falls on a paid holiday, an employee shall be entitled to take a compensating day. This benefit is pro-rated for Regular Part-time employees.

### **C. SPIRITUAL RETREATS**

A healthy vocation of ministry requires attention to one's personal spiritual condition. Therefore, full-time employees may request a spiritual retreat of up to three days, at Yearly Meeting expense. Spiritual retreats are considered as working (not vacation) time. Employees may choose a longer and/or more expensive retreat than the budget will allow, with excess costs borne personally and excess time taken as vacation.

The supervisor approves the scheduling of retreats to maintain both spiritual nurture and good work flow; the supervisor also approves reimbursement of retreat and travel expenses within budgeted limits.

### **D. HEALTH AND PERSONAL LEAVES**

#### **1. HEALTH LEAVE**

- a. Regular Full-time employees earn up to a maximum of 16 days a year, or one and 1/3 days (10 2/3 hours) for each full month's work, of Health/Personal Leave, which can be used for health leave in case of personal illness. Health/Personal Leave is pro-rated for Regular Part-Time employees.
- b. During the first three months of service, health leave can only be called on as earned: after that, an employee may draw in advance the leave for personal illness to be earned during the contract year.
- c. Employees are expected to notify their supervisor when they cannot work because of illness. Upon returning to work, an employee shall report the amount of health leave taken to the supervisor.

d. The limit for accumulated health leave is the number of health leave days that an employee would accrue in two years.

## **2. PERSONAL LEAVE**

a. Up to ten days of the Health/Personal leave of a Regular Full-Time employee can be used as personal leave as needed in any one contract year (Regular Part-Time personal leave is pro-rated).

b. Personal leave is to be used to meet personal needs such as death or illness in the family, or other emergencies. Any time taken as personal leave must be approved by the employee's supervisor.

c. Notice should be given as for vacation time or health leave, as appropriate.

d. Personal leave time shall not be saved and added to future vacations or sabbaticals.

## **3. MATERNITY/PATERNITY/ADOPTION LEAVE**

a. An employee may take three months absence from work for maternity, paternity or adoption, of which six weeks will be paid leave. Vacation and health leave may be added to the six weeks. Fringe benefit coverage will continue for the full three months, in any case.

b. Notice for maternity, paternity, or adoption leave should be given as for vacation time or health leave, as appropriate.

## **4. LEAVE OF ABSENCE WITHOUT PAY**

a. An employee may apply for a leave without pay for purposes which may include study, service with another organization, and personal renewal. The Personnel Committee will consider applications on a case by case basis.

b. Approval of the supervisor and Personnel Committee shall be obtained and all arrangements made at least three months in advance.

## **5. JURY DUTY**

a. An employee called to jury duty will be given leave with full pay for the duration of required jury service. Any jury duty compensation an employee receives from the court shall be paid over to the Yearly Meeting.

b. The supervisor should be notified appropriately.

## **6. SABBATICAL LEAVE**

a. After each seven years of service, all full-time employees are eligible to request a six-month sabbatical at half-pay with full benefits to provide an opportunity for personal or professional development. This can be taken as either a single six-month leave or as two three-month leaves in successive years.

b. Approval of the supervisor and Personnel Committee shall be obtained and all arrangements made at least three months in advance.

## **E. REPORTING AND RECORD KEEPING**

### **1. VACATION AND LEAVE**

Quarterly written reports of vacation and leave time taken shall be made to each employee's supervisor. This report shall include the nature of the time off and days taken.

### **2. COMPENSATORY TIME OFF**

Compensatory time off (§III.C.5 and 7) shall be reported in the same way, giving dates and hours of overtime and compensatory time off.

### **3. NON-EXEMPT EMPLOYEES**

Part-time and Temporary employees paid on an hourly basis will submit signed timesheets to their supervisor on schedule as a basis for their pay.

## **VII. EXPENSES**

### **A. BUDGETS**

Expense budgets for the following contract year are developed jointly by YM Secretary in January (the fifth month of the employment year). Final expense budget recommendations are submitted to the Personnel Committee who will include these as part of the "NEYM Staff Expense" section of the Yearly Meeting Budget submitted to the Finance Committee. Further consultations may take place between the two committees in setting the expense budget.

### **B. REIMBURSEMENT**

Expenses are reimbursed according to approved expense budgets upon timely submission of expense sheets, vouchers and receipts. Expense sheets are submitted monthly to the Treasurer for payment and copied to the Supervisor. When expenses can be anticipated with reasonable exactness, they may be disbursed in advance.

### **C. AUTOMOBILE EXPENSES**

1. When an employee's automobile is used for Yearly Meeting business travel, the expense will be reimbursed on the basis of miles traveled. Any expense related to traveling from home to the Yearly Meeting office is not reimbursable.
2. Mileage reimbursement is at the current rate for business use set by the Internal Revenue Service. At the beginning of each calendar year, the Yearly Meeting Treasurer shall inform all employees of the rate.

### **D. OTHER EXPENSES**

Other reimbursable expenses consist of meals and other living expenses incurred on overnight trips, expenses incurred at the request of a Yearly Meeting committee, and long-distance telephone calls made on Yearly Meeting business when out of the office.



## **E. CONFERENCES**

Fees for attendance at Yearly Meeting sessions by Regular Full-Time employees are covered by the Sessions budget. Expenses for other work-related conferences will be reimbursed as above; however, participation in the conference must be part of the work plan approved by the supervisor and must be within the limitations of the expense budget.

## **F. CASH ADVANCES**

The Administrative Secretary may issue cash advances for expenses through procedures approved by the Treasurer.

# **VIII. PROFESSIONAL EXPECTATIONS**

## **A. CHILD SAFETY**

Youth programs for New England Yearly Meeting are called to build a Quaker spiritual community of joy, love and affirmation for our children and staff. We create God's peaceable world through worship, shared work, play and song, fostering safe trusting relationships between generations. This deep respect for each person allows us to be our true selves and develop our spiritual lives. In this community, our children grow, knowing that God is there to be found and experienced.

### **SCREENING**

Individuals being considered for staff positions within the Yearly Meeting whose primary function is for programs for children and youth will be expected to provide information for a personal background check before the hiring process can be completed.

### **EXPECTATIONS**

Staff in NEYM have been given a sacred trust – to help the youth and children of NEYM grow in the Spirit, and to grow safely. They will follow guidelines and policies of the Yearly Meeting and will work with the appropriate committees promulgating and administering policies to advance an environment of trust and safety. In light of this responsibility, staff are called on to meet specific expectations in their work with children:

1) Appropriate interpersonal boundaries – Adults should model respectful and nurturing behavior – youth will follow their lead. Adults should be attentive to appropriate dress, use of language, and demonstrations of affection and encouragement. Adults should never intentionally engage in contact with the “bathing suit” area of a child/youth's body.

Whenever questions arise about appropriate expressions of affection, youth workers are reminded that they are the adults, and they have the responsibility to behave maturely. All persons have different comfort levels with touch, and youth workers should be sensitive to each individual's boundaries.

2) There should be no sexualized behavior – Teasing and joking with sexual overtones and content is not acceptable. A frank and sensitive addressing of issues of gender and sexuality, particularly with the junior high and high school-age youth, is an important part of any youth program, but staff should be mindful of the context of their comments and behavior.

3) “Friendship” with youth – Staff can serve as important mentors and guides for youth, and in this way might be seen as friends to individual youth. But staff are counseled that the Friends programs are to serve the children and youth, and not the needs of the workers. A youth worker that “needs” young friends may present boundary problems for both youth and children and other staff. Any relationship with youth and children outside of the program should be undertaken only with the knowledge and consent of the youth or child’s parent or guardian, and supervisory staff should be made aware of those activities.

4) Staff are responsible not only for children and youth, but to their families and NEYM as well. Staff that suspect that a child or youth is a victim of abuse or neglect, is suicidal, or has a serious drug problem, must not keep such information to themselves. For this reason, children should not be given the impression that secrets will be kept. For the most part, a covenant of confidentiality will mean that information shared will not be repeated. However, when the information is of a crisis nature, staff should encourage the child or youth to seek help from a parent or other authority figure. In addition, staff **MUST** consult with a person of greater authority in the program about an appropriate course of action.

## REPORTING AND RESPONDING

Should any staff person suspect that abuse or neglect has occurred, they will immediately report it to the program coordinator. The program coordinator will report to the appropriate legal authorities, according to the mandate policy of the particular state they are in. (Be aware that some states require reporting within 24 hours.)

If reporting to the youth coordinator is not feasible or advisable, the staff person should report to the Religious Education Secretary, the YM Secretary or the Clerk of Permanent Board, in that order.

## **B. SEXUAL HARASSMENT**

Each New England state has passed a specific law prohibiting sexual harassment. While varying on specific employee notification and training requirements, each does require employers to notify employees of the illegality of sexual harassment and to include a procedure for reporting sexual harassment. While Friends’ practice should preclude such a situation it would be disingenuous to expect that it could not happen among Friends.

It is the goal of New England Yearly Meeting to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the inappropriate conduct that is described

in this policy will not be tolerated. Further, we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

Because New England Yearly Meeting takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

### **Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: “sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when: submission to or rejection of such advances, request, or conduct is made either explicitly or implicitly as a term or condition of employment or as a basis for employment decisions; or, such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment. The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment – depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness: Unwelcome sexual advances – whether they involve physical touching or not; sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life; comment on an individual’s body; comment about an individual’s sexual activity, deficiencies, or prowess; displaying sexually suggestive objects, pictures, cartoons; unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments; inquiries into one’s sexual experiences; and discussion of one sexual activities.

All NEYM employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Yearly Meeting.

### **Complaints of Sexual Harassment**

If any of our employees believes that s/he has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting the clerk of Permanent Board at the address and number available in the Yearly Meeting Minute book.

In the event that the complaint is filed concerning the clerk of Permanent Board, the clerk of the Personnel Committee is also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### **Sexual Harassment Investigation**

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will impose disciplinary action.

### **Disciplinary Actions**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

If the inappropriate conduct has been committed by a member of the Yearly Meeting community who is not an employee of the Yearly Meeting, the clerk of the Ministry and Counsel Committee will be involved in the process of eliminating the offending conduct and taking necessary actions.

### **State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC – 300 days; MCAD – 6 months).

- The United States Equal Employment Opportunity Commission (EEOC), One Congress Street – 10<sup>th</sup> Floor, Boston, MA 02114 Tel.: 617.565.3200
- The Massachusetts Commission Against Discrimination (MCAD), Boston Office: One Ashburton Place, Boston, MA 02108 Tel.: 617.727.3990

## **IX. PROVISIONS FOR REVISION**

This Policy Manual is not to be considered a contract as elements of it may be changed at any time by action of the Personnel Committee and approval of the Permanent Board. One can not assume that older versions of policies have precedence; if “grandfather” provisions are created they will be specifically noted. The employment letter should be referred to for specific information.

Suggestions for changes in or additions to the Personnel Policies Manual may originate with employees or the Personnel Committee. After discussion, the Personnel Committee presents proposed changes to the Permanent Board for its approval.

The appendices and attachments are included as a guide for the Personnel Committee and others in implementing the policies detailed in the manual. These can be changed by action of the Personnel Committee unless otherwise restricted in the manual.

## APPENDIX A. MODEL EMPLOYEMENT LETTERS

### 1. Model Employment Letter for Regular Full-time Employees (revised 2010)

<<date>>

Dear <<name>>,

This letter serves as a continuing employment agreement between you and New England Yearly Meeting (NEYM) for the full-time program position of <<insert job title>>. Expectations with regard to the position's duties, responsibilities and relations with the NEYM are stated in the Staff Work Plan for Fiscal Year 20XX, your job description, and the NEYM Personnel Policy Manual.

Your employment continues through September 30, 20XX. Your compensation includes:

- A salary at the annual rate of \$XX,XXX for this period (a monthly amount of \$X,XXX.XX).
- An employer retirement contribution equal to 10% of your salary. You may also contribute to your personal ING-Tax Deferred Annuity plan.
- A health plan benefit of XX% of your premium cost for either a single person, parent/child, couple, or family plan on the Yearly Meeting's health insurance plan; you will pay the difference between the Yearly Meeting amount and the full cost of your health insurance. You may choose to participate in the available dental plan at your own expense.
- You will also be listed on the NEYM group disability income benefits plan.

Federal income tax, Social Security, FICA, and Medicare taxes will be withheld from your salary. A Flexible Benefits Plan (Section 125) is also available to NEYM employees, which can be established each year for medical and dental expenses as well as for dependents. Documents explaining the plan are on file in the office.

The position's other benefits, in keeping with detail in the Personnel Policy Manual, include:

- 15 paid Vacation Days
- 10 paid Holidays
- Health leave
- Personal leave
- Maternity, paternity and adoption leave
- Full pay for jury duty

You will be expected to attend New England Yearly Meeting Sessions. The Young Friends–Young Adult Friends Coordinator is under the supervision of the Yearly Meeting Secretary (<<YM Secretary name>>).

Within budget limits, your supervisor may approve reimbursement for your attendance at conferences, trainings, seminars, and similar events connected with your work for the Yearly Meeting. You will provide your supervisor and the Youth Programs Committee with reports of your work and expenses, as described in the Staff Work Plan. You will also participate in an annual review and self-reflection that your supervisor will arrange with you.

This letter and the Personnel Policy Manual are intended to be guidelines to facilitate a mutually beneficial arrangement of service and support necessary to carry out the work of New England Yearly Meeting. More important than the specific arrangements, however, is the degree of our caring, our willingness to work in harmony with one another, and our ability to be open to God's leadings.

Your signature below is your formal acceptance of NEYM's appointment and proposed conditions of employment. Please keep one of the two original, fully signed documents and return the other directly to the Yearly Meeting Office for filing.

On behalf New England Yearly Meeting of Friends *[to be signed in duplicate]*

\_\_\_\_\_  
<<YM Secretary name>>  
Yearly Meeting Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
<<employee name>>

\_\_\_\_\_  
Date

cc: (upon both signatures): Treasurer, Clerk of Personnel Committee

**2. Model Employment Letter for Regular Part-time Employees (revised 2010)**

<<date>>

Dear <<name>>,

This letter serves as an employment agreement between you and New England Yearly Meeting (NEYM) for the regular full-time position of <<insert job title>>. Working with <<insert brief description of the job, including relevant Committee(s) as necessary>>. Further expectations with regard to the position are stated in the Staff Work Plan for Fiscal Year 20XX, your job description, and the NEYM Personnel Policy Manual.

Your employment continues through September 30, 20XX.

- You will work an average of XX hours/week for a total annual salary of \$XX,XXX to be paid in monthly installments of \$X,XXX.XX/month.
- You will receive an employer retirement contribution equal to 10% of your salary. You may also contribute to your personal ING-Tax Deferred Annuity plan.
- A Flexible Benefits Plan (Section 125) is also available to NEYM employees, which can be established each year for medical and dental expenses as well as for dependents. Documents explaining the plan are on file at the NEYM office.
- Federal and Massachusetts personal income taxes, Social Security, FICA and Medicare taxes will be withheld from your salary.

The position’s other benefits, in keeping with detail in the Personnel Policy Manual, include (*prorated half-time*):

- |                          |   |
|--------------------------|---|
| • 7.5 paid Vacation Days | • Personal leave                          |
| • 5 paid Holidays        | • Maternity, paternity and adoption leave |
| • Health leave           | • Full pay for jury duty                  |

You will be expected to attend New England Yearly Meeting Sessions. The <<insert job title>> is under the supervision of the Yearly Meeting Secretary (<<YM Secretary name>>). Within budget limits, your supervisor may approve reimbursement for your attendance at conferences, trainings, seminars, and similar events connected with your work for the Yearly Meeting. You will provide your supervisor and the <<insert relevant Committee(s) reference as necessary>> with regular reports of your work and expenses, as described in the Staff Work Plan. You will also participate in an annual review and self-reflection that your supervisor will arrange with you.

This letter and the Personnel Policy Manual are intended to be guidelines to facilitate a mutually beneficial arrangement of service and support necessary to carry out the work of New England Yearly Meeting. More important than the specific arrangements, however, is the degree of our caring, our willingness to work in harmony with one another, and our ability to be open to God’s leadings.

Your signature below is your formal acceptance of NEYM’s appointment and proposed conditions of employment. Please keep one of the two original, fully signed documents and return the other directly to your supervisor.

New England Yearly Meeting of Friends *[to be signed in duplicate]*

<<YM Secretary name>> Yearly Meeting Secretary	Date	<<employee name>>	Date
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cc: (upon both signatures): Treasurer, Clerk of Personnel Committee

**3. Model Employment Letter for Employees Considered Ministers Under IRS Regulations (revised 2010)**

<<date>>

Dear <<name>>,

<<If employee appointed by NEYM annual Sessions>> By action of the XXX annual session of New England Yearly Meeting you have been continued in the regular full-time position of <<insert job title>>

This letter serves as an employment agreement between you and New England Yearly Meeting (NEYM) Expectations with regard to the position are stated in the Staff Work Plan for Fiscal Year 20xx, your job description, and the NEYM Personnel Policy Manual.

The referenced position performs, at the Yearly Meeting level, all the functions of Friends ministry that may be required. The position’s housing allowance is an income tax-free housing allowance. Your annual ministerial housing allowance, paid in monthly installments, is \$xx,xxx.

Your employment continues through September 30, 20xx. Your compensation includes:

- A salary at the annual rate of \$xx,xxx for this period (a monthly amount of \$x,xxx.xx).
- An employer retirement contribution equal to 10% of your salary. You may also contribute to your personal ING-Tax Deferred Annuity plan.
- A health plan benefit of XX% of your premium cost for either a single person, parent/child, couple, or family plan on the Yearly Meeting’s health insurance plan; you will pay the difference between the Yearly Meeting amount and the full cost of your health insurance. You may choose to participate in the available dental plan at your own expense.
- You will also be listed on the NEYM group disability income benefits plan.

Federal income tax will be withheld from your salary. A Flexible Benefits Plan (Section 125) is also available to NEYM employees, which can be established each year for medical and dental expenses as well as for dependents. Documents explaining the plan are on file in the office.

The position’s other benefits, in keeping with detail in the Personnel Policy Manual, include:

- |                         |   |
|-------------------------|---|
| • 15 paid Vacation Days | • Personal leave                          |
| • 10 paid Holidays      | • Maternity, paternity and adoption leave |
| • Health leave          | • Full pay for jury duty                  |

You will be accountable to the Permanent Board through your supervisor chosen from among the members of the Coordinating and Advisory Committee. Within budget limits, your supervisor may approve reimbursement for your attendance at conferences, training seminars, retreats and similar events connected with your work for the Yearly Meeting. You will provide your Supervisor with monthly reports of your work and expenses. You will participate in an annual evaluation of your work. The Personnel Policy Manual states the details of the evaluation process.

New England Yearly Meeting’s hope is for a mutually beneficial arrangement of service and support to carry out the work of Yearly Meeting. More important than the specific arrangements proposed by this letter, and as contained in the Policy Manual, are a mutual caring and willingness to work in harmony with one another. May we be open to God’s leadings.

Your signature below is your formal acceptance of NEYM’s appointment and proposed conditions of employment. Please keep one of the two original, fully signed documents and return the other to the NEYM Office.

New England Yearly Meeting of Friends

<<job title>>

\_\_\_\_\_  
Clerk, Permanent Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
<<name>>

\_\_\_\_\_  
Date

cc: (upon both signatures): Supervisor; Clerk, Personnel Committee; Treasurer



## **APPENDIX B. EMPLOYEE INFORMATION FORM**

This form shall be filled out upon hiring, and shall include the following information:

Employee's Name

Home Address

Mailing Address (if different)

Social Security Number

Telephone Numbers

Email Address

Other contact information

Emergency Contact information:

Who should be notified in case of medical or other emergency?

What is their relationship to you?

What is the best way to contact them?

Medical Contact information, if needed.

Medical Insurance Carrier (if not through NEYM provider)

**The employee is responsible for keeping this information current.**

## ATTACHMENTS

### JOB DESCRIPTIONS FOR STAFF APPOINTED BY NEYM ANNUAL SESSIONS

#### **Yearly Meeting Secretary**

*PB Approved 5.09.09*

##### ***Primary Function***

The Yearly Meeting Secretary uses skills in administration, communication, and pastoral care to support Friends in doing the work of God. The Secretary listens to and communicates effectively with all the elements of the Yearly Meeting—Monthly Meetings, Quarterly Meetings, committees, and individuals—assisting them to be informed, educated, and inspired in their spiritual and practical religious activities. The Secretary has primary responsibility for ensuring that all Yearly Meeting staff work to achieve the goals articulated by the Yearly Meeting, and serves a key role in the planning process bringing those goals forward. This is a full-time position that will require some weekend and evening hours, at times requiring more than 40 hours per week.

##### ***Supervision and Oversight***

The Yearly Meeting Secretary will report and be accountable to the Coordinating and Advisory Committee (C&A) and will be supervised by a member of that committee as designated by the committee.

##### ***Qualifications***

The Yearly Meeting Secretary shall be a member of the Religious Society of Friends with a deep understanding of Quaker beliefs, testimonies, traditions and practices. Skills required include well-developed administrative and non-profit management skills, as well as excellent capability in spiritual leadership, pastoral counseling, organizing, teaching, speaking and writing. The YM Secretary must be able to write and edit clear expository prose, to delegate and supervise the work of others, and respond appropriately to a wide variety of inquiries.

##### ***Responsibilities and Duties***

###### **Administrative**

- Create an annual plan of work for the Yearly Meeting staff in consultation with the C&A Committee, setting priorities and goals to meet the requirements of the Yearly Meeting.
- Create a budget for all staff costs, consulting with C&A Committee for discernment, to share with Finance Committee in the annual budget process.
- Assist in the creation of a Yearly Meeting Priorities Budget Proposal.
- Supervise staff (Excluding the Camp Director.): includes hiring, providing orientation, evaluating and coaching. Supervise personnel matters for staff, in consultation with Personnel Committee and Treasurer. Administer Personnel Policies.
- Meet regularly with staff to coordinate work and to plan how to meet the needs of the Yearly Meeting including services to the Annual Sessions, Committee Days, and monthly and quarterly meetings.
- Provide reports for C&A and Permanent Board as needed.
- Assist the Yearly Meeting in the management of properties and other legal matters.

### **Program Supervision**

- Direct preparation for, and execution of, the physical arrangements of Yearly Meeting Sessions; assist with the development and implementation of plans and budget for the Yearly Meeting Sessions program.
- Assist staff in the planning of other programs for the Yearly Meeting.

### **Pastoral**

- Minister to the spiritual needs of constituent Meetings, groups and individuals within the Yearly Meeting and nurture Friends' concerns, including peace and justice.
- Support the Yearly Meeting committees under the guidance of the C&A Committee.
- Create a structure to meet the pastoral needs of the Yearly Meeting, calling forth the ministry of others and providing assistance and support. Work with Yearly Meeting Ministry and Counsel.
- Maintain direct communication with monthly and quarterly meetings through visitation and correspondence and bring Friendly support and news of Quaker activities, connecting the funding needs of the Yearly Meeting with its mission.
- Provide consultation to local meetings as needed and requested.

### **Staff Community**

- Strive to form with the staff, a loving and worshipping community, responsive to one another and the Yearly Meeting.
- Provide leadership for the staff team with a shared responsibility for encouraging the spiritual growth and unity of purpose of the Yearly Meeting.

### **Liaison**

- Maintain appropriate liaison relationship with Friends General Conference, Friends United Meeting, and Friends World Committee for Consultation.
- Assist with hosting and planning travel and visitation within the Yearly Meeting for visiting Friends.
- Maintain communication with and provide assistance to the Presiding Clerk and the Clerk of the Permanent Board.
- Serves *ex officio* as a member of the Coordinating and Advisory Committee, and on Sessions and Ministry and Counsel committees. Participate as an *ex officio* member of the Permanent Board, and the Executive Committee of the New England Region of the American Friends Service Committee
- Represent the Yearly Meeting as appropriate.

### **Accountability**

- Be accountable to Permanent Board through the C&A Committee and appointed supervisor.
- Have a thorough knowledge of the Personnel Policy Manual policies and procedures.
- Submit expense reimbursement requests, monthly reports, travel logs and time logs in a timely fashion.
- Participate in annual performance appraisal.

**New England Yearly Meeting**  
**JOB DESCRIPTION - DIRECTOR, FRIENDS CAMP**  
approved 11/15/03

**General Statement**

Friends Camp is a small residential Quaker summer camp located near China Lake in South China, Maine. The camp is open from June through August for four two-week sessions and serves children ages 7-17. Besides the regular camp season, the camp is available to groups during the shoulder seasons for retreats, workshops, and meetings. The Friends Camp Director is a full time position requiring extended hours during the camp season. Off season hours will vary, with the intent that the position requires an average of 40 hours-per-week on an annual basis.

**Supervision/Oversight**

In general, the director is responsible for planning, directing and supervising all operations of the camp, working under the administrative oversight of the Friends Camp Committee and the Permanent Board of New England Yearly Meeting.

**Qualifications**

The director should have a heartfelt appreciation of and dedication to Quaker traditions and ways of doing business and should preferably be a member of the Religious Society of Friends. The director should have a bachelor's degree or other professional certification, at least two seasons of camp administrative experience, experience working with young people, and be at least 25 years of age. The director should be self-motivated with strong leadership skills. Additionally, the director should have the abilities to recruit and supervise both staff and campers; to plan, originate, organize and carry out the summer program; and to represent camp publicly to a variety of constituent groups. A CORI check will be required. Current certifications in CPR and First Aid are highly desirable.

**Responsibilities and Duties**

**I COLLEGIAL**

- a. Maintaining regular contact with the Youth and Education Secretary and YM Secretary. Work with the Youth and Education Secretary to identify and implement ways that the camp can be used as part of the outreach to Yearly Meeting youth.
- b. Maintaining a good working relationship with the Administrative Secretary on matters of mutual concern.
- c. Attending Yearly Meeting to be available to speak with parents, campers, and all interested attenders, and to make reports as invited by the Clerk.
- d. Attending regularly scheduled Camp Committee meetings.

**II MANAGERIAL**

- a. Assist the Camp Committee in developing camp goals. Define, plan and implement a program to reflect camp goals and to comply with local and state regulations.

- b. Originate and carry out a system for recruiting (and registering) campers and staff utilizing brochures, telephone calls, advertisements, camp's web site, alumni, Camp Fairs, presentations to Monthly & Quarterly Meetings, etc.
- c. Prepare and conduct pre-camp and in-service staff trainings.
- d. Order or supervise the ordering of food, supplies and equipment, and arrange for proper distribution.
- e. Develop routines, schedules and procedures for camp operation.
- f. Assign staff activities and other responsibilities.
- g. Assign staff and campers to cabins.
- h. Set and supervise office procedures, opening- and closing-day procedures for staff and campers.
- i. Organize and/or approve trips out of camp for programs, supplies and crisis management.
- j. Monitor safety and all procedures as they pertain to the complete supervision of all campers and staff.
- k. Maintain and review records and evaluations of all programs, operations, staff and facilities. (See Section VI – Financial for more details)
- l. Supervise and assist the bookkeeper in the keeping of orderly and accurate records.
- m. Work with the Camp Committee to identify and cultivate potential donors.
- n. Promptly acknowledge all donations to camp in the correct form.
- o. Plan, direct and supervise all off-season camp sponsored programs.
- p. Schedule and coordinate the use of camp facilities by user groups. Act as camp's agent in preparing rental agreements and in making any required arrangements for special equipment or support staff. Prepare and implement a plan for soliciting off season rentals.
- q. Ensure proper physical maintenance of the camp by working closely with the Site Manager.
- r. Maintain contact with the caretakers to resolve maintenance issues, collect rent, and do overall site evaluation.
- s. Maintain a smooth working relationship with the Friends Camp Committee, providing regular reports of activities and keeping in communication with various members of the committee, consulting with the committee on program and budget when necessary, and fostering committee involvement.

### **III PROFESSIONAL**

- a. Maintain an awareness of current state laws and regulations regarding camp standards.
- b. Network with other camp professionals.
- c. Actively participate in the Quaker Information Network, a group of directors of Quaker Camps.
- d. Stay current with youth issues concerning health, education and welfare.
- e. Identify and take advantage of training opportunities.

### **IV PASTORAL**

- a. Work to create a camp environment where Friends' values are a part of every day life.
- b. Ministering to the spiritual needs of the campers, creating a space for them where they are valued people and feel that it is safe to be themselves.
- c. Counseling campers and staff, encouraging youth leadership.

## **V EDITORIAL**

- a. Develop and maintain materials for camper enrollment (brochure, health form, etc.)
- b. Develop and maintain employment applications and agreements so that they are current and legally correct.
- c. Oversee the development and maintenance of camp's web site.
- d. Assist the Camp Committee in preparing and distributing an annual appeal for donations.
- e. Work with the Camp Committee to design and distribute other fund raising materials.
- f. Develop and maintain manuals (Staff, Waterfront, Medical, etc.) as needed.
- g. Develop and maintain job descriptions for all staff.
- h. Develop and maintain camp's risk management and emergency action plans.
- i. Develop and implement a system for collecting evaluations from campers, parents, staff & user groups. Collate and analyze the results. Share the results with the Camp Committee.
- j. Submit a written annual report to Yearly Meeting Sessions.
- k. Prepare quarterly reports for the Camp Committee, including a comprehensive report at the end of each summer describing how the summer went, touching on staff evaluations, camper census data, feedback from campers, parents & staff, the condition of the physical plant, and recommendations for the following season.

## **VI FINANCIAL**

- a. Work with the Treasurer and the Camp Committee to develop an operations budget for camp, including recommended camper fees.
- b. Work with the Treasurer and the Camp Committee to develop budgets and plans for capital projects.
- c. Expend funds for camp activities in accord with the approved budget and financial management policies established by the Camp Committee.
- d. Receive, review and approve all bills prior to payment. Receive and deposit all payments.
- e. Handle overdue camp registration payments, bounced checks, and other special situations.
- f. Receive and process requests for camperships (Tuition Assistance.)
- g. Process Payroll as required.
- h. Oversee the maintenance of income and expense records for the camp.
- i. Prepare Income and Expense reports for the Treasurer and the Camp Committee.
- j. Maintain and review on an annual basis camp's insurance coverage.

## **VII ACCOUNTABILITY**

- a. Be accountable to the Camp Committee. Be accountable to the Supervisor in matters pertaining to Yearly Meeting Personnel policies, particularly the annual performance appraisal.
- b. Be familiar with the Personnel Policy Manual policies and procedures.
- c. Communicate regularly with Supervisor and Camp Committee.
- d. Participate in an annual performance appraisal, as described in the Personnel Policy Manual.

## STAFF PERFORMANCE APPRAISALS PROCEDURES

*Personnel Committee Approved March 9, 2010*

Annual performance appraisals for Regular Full-time and Regular Part-time employees are an important part of the cycle of business for the Yearly Meeting. The process serves to support and affirm the work of the staff and to give them an opportunity to examine their roles within the Yearly Meeting, and provides an opportunity for feedback on accomplishments and areas in need of improvement.

The appraisals follow three phases which are outlined in the Personnel Policy Manual (Section III, D). **Phase One** of the process is the self-evaluation phase and begins the process, usually in eighth or ninth month of the the employment year. Included are suggested self-evaluation questions to be sent to the staff member to begin the course of action. The staff member will write a response to be sent to and shared only with his/her supervisor. (Sharing this response more broadly could tend to make the responses less frank and candid; and crafting the document for dissemination could tend to become the primary consideration of the meeting between staff member and supervisor.)

**Phase Two** takes place in ninth or tenth month of the employment year and includes: 1) The supervisor gathering observations from people in the Yearly Meeting who work with or witness the work of the staff member; 2) A meeting of the staff member and the supervisor, where those observations and the observations of the supervisor are shared; 3) A summary minute of the meeting is written by the supervisor, shared with the staff member and sent to the Personnel Committee. In the case of the YM Secretary the letter is also sent to the Coordinating & Advisory Committee and in the case of the Camp Director to the Friends Camp Committee. This confidential minute constitutes the formal Performance Appraisal to be filed in the employee's personnel records.

**Phase Three** takes place shortly following the meeting with the employee and her/his supervisor. Upon the completion of a positive Performance Appraisal, the Yearly Meeting Secretary will notify the employee of their continuing employment. In the case of the YM Secretary, the Coordinating and Advisory Committee shall review the minuted YM Secretary's Performance Appraisal and shall then recommend to Permanent Board whether the YM Secretary should be re-appointed, and under what conditions, if any. In the case of the Camp Director, the Friends Camp Committee shall review the minuted Camp Director's Performance Appraisal and shall then recommend to Permanent Board whether the Camp Director should be re-appointed, and under what conditions, if any. Permanent Board will then recommend continuing employment of the YM Secretary and the Camp Director to the annual Sessions. The Personnel Committee, the Coordinating and Advisory Committee (for the YM Secretary), or the Friends Camp Committee (for the Camp Director) may, at that point, recommend any substantial changes in the job description.

## **New England Yearly Meeting**

### **Staff Performance Appraisal Phase One – Written Self-Evaluation**

Please write a response to the following questions and send it to your supervisor within the next two weeks. Your responses will be used as a basis for a one-on-one conversation and will not be distributed.

1. What has given you joy in your work for the Yearly Meeting this year?
2. What were your most important achievements in your Yearly Meeting position during the past year?
3. Review the goals and objectives you established with your Staff supervisor in developing your work plan. Comment on your progress or challenges in achieving them.
4. What changes, if any, are needed to make your job description accurately reflect your current responsibilities?
5. Overall comment (a short statement of your overall experience as a Yearly Meeting employee this past year).



## Request for input, NEYM Staff Appraisals

To: [Specific individuals identified by Supervisor]  
From: [Superviosr's Name]  
Date: Early February  
Subject: Request for input, NEYM Staff Appraisals

Greetings,

We have begun the annual process of performance appraisals for the managerial-level staff members of the Yearly Meeting. You have been identified as being a person likely to be able to make some observations of <<Named Staff Member>> to be included in his/her appraisal. Your observations are not THE appraisal, but will be included with the observations of at least six others and shared with the staff member at a meeting from which we will write a summary minute. That minute will constitute the formal and confidential Performance Appraisal which will be filed, and used as a basis for Personnel Committee's recommendations to Permanent Board.

If you are willing to share your observations, I will be calling you to hear your comments. The following questionnaire should not be seen as a form to fill out, and we hope will not inhibit your communication, but as a baseline of areas to examine.

We suggest the following list of words as indicative of performance level as we look at those different areas, but you are welcome to choose your own if your prefer. And while one word can provide an informative summary, we will be looking for your observations of specifics to illustrate how the chosen words are indicative:

- Outstanding—Indicates exceptional performance
- Commendable— Performance is beyond normal requirements and competence
- Effective—Fulfills the normal job requirements with some strong points
- Needs Improvement—Performance is below job requirements, but improvement can be anticipated
- Unsatisfactory—Job performance must be improved substantially to be acceptable

Criteria areas to illustrate aspects of performance: You may not have observations for all areas, and these may not all be applicable in your mind to [Named Staff Member] anyway. Please use these to jog your memory for specific situations that you have observed in the past year. We hope you will pay particular attention to examples of Quaker leadership and spiritual gifts as you consider these categories.

Communication Skills:

Job Knowledge:

Organization and Planning:

Leadership and Supervision:

Dependability:  
Initiative:  
Problem Solving Ability:  
Adaptability:  
Professional Attitude:  
Productivity:  
Relationships with Others:  
Specific Achievements:

Thank you for sharing your observations and thoughts. These will inform the process of supporting our staff and maintaining two-way communication between the staff members and the Yearly Meeting.

[Supervisor]

*Reavis Cianciolo LLC  
Draft dated March 17, 2010  
Marked to show changes from  
Draft dated December 2, 2009*

**BYLAWS  
OF  
MOSES BROWN SCHOOL INCORPORATED**

**DATED:** \_\_\_\_\_, **2010**

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**BYLAWS**  
**OF**  
**MOSES BROWN SCHOOL INCORPORATED**

**PREAMBLE**

**OUR MISSION**

**Section 1. Our Mission**

Moses Brown School, a Friends School, exists to inspire the inner promise of each student and to instill the utmost care for learning, people, and place. In accordance with the express terms of the Deed of Gift of 1816 from Moses Brown for the benefit of New England Yearly Meeting, Moses Brown School Incorporated is committed to providing a religious, moral and literary education to the rising generations of Friends and others.

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**Section 2. Our Queries**

We believe that there is a divine presence in each person which influences our decision making, leads us to the truth, and commands our highest respect. This forms the foundation of our philosophy and core practices. We consider the virtues of simplicity, integrity, group wisdom, and the respect for differences paramount to helping students discover their mission in the world. Our philosophy and core practices seek to find answers to the following queries:

**(A) Friends Education**

How do we pursue academic excellence and service to others within a stimulating learning environment that is grounded in the practice of listening with relation to time and eternity? Is there a vigorous curriculum that includes a broad offering of arts and athletics, and seeks to promote a life strongly rooted in the Quaker principles of simplicity, peace, integrity, community, equality, and stewardship?

**(B) Leadership and Character**

Do we foster personal achievement and fulfillment? Do we guide all members of the school community to become informed, compassionate and engaged global citizens, capable of taking responsibility in an ever-changing world?

**(C) Community**

Do we hold at the center of this community the regular experience of meeting for worship? Do we work to build a diverse community that respects all voices, perspectives and cultures? Does our decision making honor the intrinsic value of each person, connect us in essential ways, and merit our full attention?

**(D) Reflection and Discovery**

How do we create an atmosphere that promotes reflection and joy in learning? Does it inspire students to accept challenges, take pride in their accomplishments, and discover their missions in the world?

**(E) Sustainability**

How are we instilling a respect for the right sharing of the earth’s resources by demonstrating regard for the environment, both locally and globally?

**(F) Wellness**

Do the individual and collaborative experiences of our students develop their personal, social, and physical well being and promote a healthy community and school culture?

**(G) Education of Friends**

Do we honor and fulfill the intent and purpose of the Deed of Gift from Moses Brown to provide a religious, moral and literary education for the qualified children of Friends in New England, many of whom live outside the Greater Providence geographical area?

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**Section 3. Relationship between New England Yearly Meeting of Friends and Moses Brown School Incorporated**

The acceptance of Moses Brown’s deed of gift by New England Yearly Meeting of Friends commits that body in perpetuity to a concern for Friends education and the education of Quaker children and others. Accordingly, New England Yearly Meeting of Friends will be engaged with Moses Brown School Incorporated in its effort to fulfill its stated mission.

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**ARTICLE I**

**NAME; OFFICE**

The non-profit organization shall be named Moses Brown School Incorporated, and shall be known as Moses Brown School. Moses Brown School shall be referred to herein as the “**School**”. The principal office is located at 250 Lloyd Avenue, Providence, Rhode Island 02906.

**ARTICLE II**

**BOARD OF TRUSTEES**

**Section 1. Purpose and Duties**

The Board of Trustees (the “**Board**”) has the responsibility for overseeing the operation of the School, including setting educational policies and practices, employment of the Head of School, determining the budget, raising and expending funds, managing properties, borrowing, and carrying on other aspects of the operation of the School. The Board shall be governed by the practices of Friends, and shall conduct its business in accordance with Friends business procedure — that is, with sensitivity to the views expressed by each member and recording the approval of actions taken upon reaching a sense of the meeting.

The School shall be operated without discrimination on the basis of race, color, gender, age, creed, disability, and/or national or ethnic origin or sexual orientation.

**Section 2. Policy Manual**

A manual of the policies established by the Board shall be maintained and kept current by the Trustees Committee. This document shall be made available at the principal office of the School at any reasonable time for inspection by any person requesting to see it.

**Section 3. Number of Directors**

The Board shall consist of not less than 20 and not more than 40 members, the exact number to be determined by the Board from year to year in accordance with these Bylaws. Not less than one-third of the Board shall consist of Friends chosen from the list of nominees developed by the Nominating Committee of the New England Yearly Meeting of Friends.

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**Section 4. Nomination Procedure**

All members of the Board shall be appointed by the Board, and such members shall be selected in a manner consistent with the practices and philosophy of Friends, solely at the discretion of the Board, from candidates nominated as follows:

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The Nominating Committee of the New England Yearly Meeting of Friends shall select, in such manner as shall be in its sole discretion, nominees to the Board. The nominees so chosen shall include enough Friends that one-third of the Board may be chosen from their number. [A list containing the names of all such nominees then shall be submitted to the Nominating Committee of the Board for its consideration.](#)

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New England Yearly Meeting of Friends may also suggest non-Friends for consideration by the Nominating Committee of the Board. Moses Brown School may suggest Friends from outside New England Yearly Meeting to the New England Yearly Meeting Nominating Committee for consideration as Friends to be nominated by the Yearly Meeting.

The Nominating Committee of the Board shall, in its sole discretion, select nominees to the Board, making such selections from the list of nominees provided by the Nominating Committee of the New England Yearly Meeting of Friends, as provided in Section 3 above, as well as from a list of such names that it may develop on its own initiative for the two-thirds of the Board not required to be Friends.

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**Section 5. Vacancies**

Vacancies on the Board, occurring other than at the completion of a member’s term, may be filled for the balance of that member’s term by the Executive Committee of the Board. Such appointment shall extend until the end of the unexpired term: provided, however, that if such member is a Friend who is necessary to satisfy the required one-third membership of Friends on the Board, the Executive Committee shall ask the Nominating Committee to provide a nominee or list of nominees selected by the Nominating Committee of the New England Yearly Meeting of Friends, as provided in Section 4 above, from which selection the Executive Committee shall fill the vacancy for the balance of said term.

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**Section 6. Required Members**

The Head of School shall be an *ex-officio* member of the Board; *provided, however,* that the Head of School may be excused from the executive session portions of meetings of the Board.

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It is the policy of the Board that the incumbent Clerk of the Alumni Association of the School and the incumbent Clerk of the Parents’ Association of the School shall, immediately after their election to office, be nominated for appointment as *ex officio* members of the Board commensurate with their term as Clerk of the Alumni Association or Clerk of the Parents’ Association. In the event that either of these persons is unable to serve on the Board, the Alumni Association or Parent’s Association shall select, from its membership, a person to be nominated for appointment as *ex officio* members of the Board.

In addition to the foregoing, either the clerk of the New England Yearly Meeting or the clerk of the New England Yearly Meeting Permanent Board, as determined by them, shall be an *ex-officio* member of the Board.

**Section 7. Terms of Office**

The term of office shall be three years. No person shall serve more than six consecutive years except that (i) an officer of the Board may continue to serve for as long as such person is holding such office, but not to exceed an aggregate of nine consecutive years of service on the Board and (ii) the Clerk of the Board, after the completion of his or her first three-year term as



Clerk, may continue to serve as Clerk for as many years, and for any length of term, as approved by the Board and as more particularly described in Section 2 of Article III below.

**Section 8. Staggered Terms**

To the extent reasonably possible, the terms shall be staggered so that each year approximately one third of the Board members shall reach the end of their three-year terms.

**Section 9. Meetings**

The Board shall hold an annual meeting at such time as the Board or its Executive Committee shall decide, or at such time and place as it shall determine from time to time. There shall also be not less than four regular meetings during the school year, to be held at such time and place as the Board may determine.

Other meetings of the Board may be called by the Clerk or the Recording Clerk or upon the request of five members of the Board, to be held in the State of Rhode Island, and for such purpose as shall be stated in the call and notice of such meeting.

Consistent with Quaker practices, it is the expectation that Members of the Board attend meetings in person in order to allow the spiritual energy created by attendees to lead the decision making process. Notwithstanding the foregoing, the School recognizes that it is impractical to expect all members of the Board to attend all meetings, and further recognizes that situations may arise from time to time in which the Board would benefit from a discussion which included one or more members who were not physically present but who could participate by means of a telephone or video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. The Clerk of the Board may, therefore, in special, extenuating or emergency situations as determined by the Clerk, allow one or more Board members to so participate in a meeting without being present, it being understood, however, that the member or members who do not attend the meeting in person shall not be included in the final discernment of any decision reached by the Board during such meeting.

**Section 10. Quorum**

At all meetings of the Board, 13 members physically present at shall constitute a quorum for the transaction of any business, but any smaller number may postpone a meeting from time to time.

**Section 11. Notice**

The Recording Clerk shall cause notice of the time and place of each meeting to be given not less than three business days prior thereto. Notice may be given in person, by facsimile, by e-mail or by mail. Each Board member shall furnish the Recording Clerk with his or her correct contact information for the purpose of receiving notice. Insofar as practical, the notice of the meeting shall contain an agenda and copies of reports or other documents concerning matters to be considered and acted upon at the meeting. Notice of a meeting need not be given to any Board member who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

**Section 12. Resignation and Removal**

A Board member may resign at any time by giving written notice to the Clerk or to the Recording Clerk. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. A Board member may be removed from office after due consideration and upon consensus of the Board.

**Section 13. Prohibition of Compensation**

The members of the Board shall receive no compensation for their services.

**ARTICLE III**

**OFFICERS**

**Section 1. Enumeration**

There shall be the following officers of the Board: Clerk, Assistant-Clerk, Recording Clerk, Treasurer, Friends Coordinator, and such other officers as the Board may designate, all of whom shall be members of the Board. All such officers shall be appointed annually by the

Board, with the exception of (i) the Clerk, whose term shall be as described in Section 2 of this Article III and (ii) the Friends Coordinator, who shall be appointed as described in Section 6 of this Article III. With the exception of the Clerk, the term of office shall be one year. The officers shall perform the usual duties pertaining to their offices and shall serve until their respective successors are duly appointed.

**Section 2. Clerk**

The Clerk, the presiding officer of the Board, shall be responsible for the execution of all procedures and meetings required by these Bylaws, and shall preside at all meetings of the Board and of the Executive Committee. The Clerk shall also perform such other duties and have such other authority as may from time to time be assigned to or conferred by the Board. The Clerk shall serve for an initial term of three years; thereafter, the Clerk may serve for such additional term or terms as approved by the Board, with the length of such additional term(s) to be determined by the Board. It is the expectation that the Clerk will provide the Executive Committee of the Board with not less than 18 months prior notice of his or her desire to step down as Clerk, during which period of time the Board will select a successor Clerk who may serve as Assistant Clerk prior to assuming the responsibilities of Clerk.

**Section 3. Assistant Clerk**

In the absence or disability of the Clerk, the Assistant-Clerk shall have all the powers and perform all the duties of the Clerk, and shall otherwise perform such other duties and have such other authority as may from time to time be assigned to or conferred by the Board.

**Section 4. Treasurer**

The Treasurer shall serve on the Budget and Finance Committee and may serve as Clerk thereof. The Treasurer shall keep or cause to be kept complete and accurate books of account, and shall present to the Board, when requested, a statement showing the condition of the finances over which the Treasurer has jurisdiction. Said books of account, papers and financial documents shall be kept in the custody of the School, as set forth in Section 2 of Article XII of these Bylaws, unless otherwise provided by the Board.

The Treasurer shall also perform such other duties and have such other authority as may from time to time be assigned to or conferred by the Board.

**Section 5. Recording Clerk**

The Recording Clerk shall serve as the Secretary of the Board, shall attend all meetings of the Board and the Executive Committee, and shall keep complete and accurate records of all such meetings. The Recording Clerk shall record all actions taken by the Board at its meetings in a book or books to be kept for such purpose. Said records and books shall be kept in the custody of the School, unless otherwise provided by the Board. The Recording Clerk shall send out or cause to be sent out notices of the meetings as required by these Bylaws.

The Recording Clerk shall perform such other duties and have such other authority as shall from time to time be assigned to or conferred by the Board.

**Section 6. Friends Coordinator**

The Friends Coordinator, selected for a one year term by the members of the Board who are Friends, shall have the following duties:

- (A) to serve as a member of the Executive Committee of the Board;
- (B) to sign all diplomas on behalf of the New England Yearly Meeting of Friends;
- (C) to serve as a Friendly sounding board for the School in matters relating to Friends practices; and
- (D) to perform such other duties as are provided in these Bylaws.

**Section 7. Vacancies**

Vacancies of an officer position other than the Friends Coordinator occurring other than by the completion of an officer's term may be filled for the balance of that officer's term by the Executive Committee of the Board. A vacancy of the position in the Friends Coordinator occurring other than by the completion of the Friend's Coordinator's term may be filled for the balance of the Friend's Coordinator's term by the members of the Board who are Friends. Such appointments shall extend until the end of the unexpired term.

**Section 8. Resignation and Removal**

An officer may resign at any time by giving written notice to the Clerk. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. An officer may be removed from office after due consideration and upon consensus of the Board.

**Section 9. Other Officers**

Such other officers as the Board may from time to time create and appoint shall perform such duties and have such authority as may be assigned or conferred upon them by the Board.

**ARTICLE IV**

**COMMITTEES**

**Section 1. General Provisions**

Unless otherwise indicated in these Bylaws, a current Board member shall chair each standing committee for a term of one year and current or former Board members shall comprise a majority of the members of each standing committee. Members of standing committees are appointed for one-year terms, and the Board shall have the right, from time to time and in its sole discretion, to establish limits on the number of terms or consecutive terms a committee member may serve for all committees other than the Committee on Nurturing Friends Education at Moses Brown School, but only so long as such term limits apply equally to Quaker and non-Quaker committee members. Any limits on the number of terms or number of consecutive terms to be served by the members of the Committee on Nurturing Friends Education at Moses Brown School may be set only by the mutual consent of the Board and New England Yearly Meeting's Permanent Board. The Clerk of the Board may, at the Clerk's discretion, call an executive session of the entire Board or of any committee to be attended by only the current Board members. The members of each committee shall include at least one Friend if there is a Friends willing and able to serve. The Board shall, however, do its best to appoint at least two Friends to each committee.

**Section 2. Executive Committee**

The Executive Committee of the Board shall consist of the Clerk, Assistant-Clerk, Treasurer, and Recording Clerk of the Board, as well as the Head of School, the Friends

Coordinator, and such at-large current Board members approved by the Board on the nomination of a panel consisting of the Clerk, the Head of School, and the Friends Coordinator. At least two members of the Executive Committee shall be Friends. The term of office of any at-large member of the Executive Committee shall be one year. To the extent possible the terms of at-large members shall be staggered, such that in any given year there shall be some continuity in at-large members from the prior year. The officers of the Board shall be the officers of the Executive Committee. The Executive Committee shall, between meetings of the Board, have all the powers and perform all the duties of the Board. All actions taken by the Executive Committee shall be reported to the Board at its next meeting. The Executive Committee, when it becomes necessary to seek a new Head of School for the School, shall appoint a Search-and-Screen Committee. The Search-and-Screen Committee, of which at least 30 percent shall be Friends selected from a list submitted by the New England Yearly Meeting Nominating Committee, shall report its recommendations to the Executive Committee for its action and recommendation to the Board for final approval. In the event that the New England Yearly Meeting Nominating Committee is unable to provide such list within 30 days after request therefor, the Friends Coordinator shall provide the Executive Committee with such list.

### **Section 3. Nominating Committee**

There shall be a Nominating Committee of the Board. The members of the Nominating Committee, a majority of whom shall be Board members, shall be nominated by the Head of School, the Clerk of the Board, and the Friends Coordinator, and approved by the Board. At least two members of the Nominating Committee shall be Friends, one of whom shall also be a member of the Nominating Committee of the New England Yearly Meeting of Friends unless otherwise recommended by the Nominating Committee of the New England Yearly Meeting of Friends. Additional members may be added in the same manner, at the discretion of the aforementioned panel. The size of the Nominating Committee shall not exceed 12 members.

At the annual meeting of the Board, or at such other time as may be required, the Nominating Committee shall present to the Board the nominations of the Board members, officers, members of committees and clerks of the same. The Nominating Committee may nominate, and the Board may select, members of committees who are not members of the Board.

**Section 4. Committee on Nurturing Friends Education at Moses Brown School**

There shall be a Committee on Nurturing Friends Education at Moses Brown School. This committee shall be the joint responsibility of the Board and New England Yearly Meeting, and shall consist of the Head of School, the Clerk of the Board, the School's Director of Friends Education, three members appointed by the Board and six members appointed by New England Yearly Meeting. The Clerk of this committee shall be recommended by its members, with the final approval by New England Yearly Meeting's Permanent Board. The work of this committee shall center on strengthening the spiritual relationship between New England Yearly Meeting and the School, deepening the educational efforts within New England Yearly Meeting, and helping to ensure that Quaker education at the School and in New England not only continues but thrives. [This committee shall meet at least five times per year, including every other month during the school year starting on September.](#)

**Section 5. Building and Grounds Committee**

There shall be a Building and Grounds Committee of the Board. This committee shall be concerned with the school's physical plant and grounds including, but not limited to, formulation of long-range plans for the campus and facilities and the regular maintenance, preservation, and renovation of campus property.

**Section 6. Development Committee**

There shall be a Development Committee of the Board. This committee shall plan, support and guide the School's development and fundraising efforts including, but not limited to, publications, annual fund, capital giving, and activities of the Alumni and Parents' Associations.

**Section 7. Budget and Finance Committee**

There shall be a Budget and Finance Committee of the Board. This committee shall make financial recommendations to the Board, as it deems appropriate, including recommendations as to insurance matters. In particular, it is responsible for the creation of the annual budget, for submitting it to the Board for approval, and for monitoring actual income and expenses. It shall also select an independent auditor and presents an annual audit to the Board. At least one member of the Budget and Finance Committee shall be a Friend [so long as one is](#)

[willing and able to serve](#). This committee may, but need not be, be clerked by the Treasurer of the Board.

#### **Section 8. Investment Committee**

There shall be an Investment Committee of the Board. This committee shall oversee the management and investment of endowments and other invested funds owned by or operated for the benefit of the School and shall meet at least twice a year and present a report to the Board annually. This committee shall be composed of at least three members, at least one of whom shall be a Friend with knowledge of Friends' investment policies and practices. The Clerk of the Investment Committee shall be a member of the Board's Budget and Finance Committee.

This committee's investment practices shall be guided generally by a philosophy of social responsibility, and specifically by the investment policy approved by the Board on April 15, 1986 and New England Yearly Meeting of Friends of August 18, 1986, as the same may be amended, modified or restated from time to time. Please see the document Social Responsibility.

#### **Section 9. Education Committee**

There may, from time to time, at the discretion of the Board, be an Education Committee of the Board. This committee shall have the duties assigned to it by the Board.

#### **Section 10. Trustees Committee**

There shall be a Trustees Committee of the Board. This committee shall foster individual and whole Board growth by providing education, information, and enrichment opportunities, and shall assist the Clerk of the Board on such special projects as assigned. This committee will be responsible for the orientation of new Board members, [including orientation to an understanding of Quaker business practice](#), evaluation of the Board, review of the Bylaws, policies, and other such duties as assigned.

#### **Section 11. Ad Hoc Committees**

Ad Hoc committees may be formed by the Clerk or the Head of School.



**Section 12. Committee Meetings**

The Executive Committee shall meet at least four times a year, and may meet more often, as shall be determined by the Clerk of the Board or by consensus of the members of the committee, at such time and place as it shall determine. No notice shall be necessary for Executive Committee meetings. Meetings of all other committees, of which no notice shall be necessary, shall be held at such time and place as shall be fixed by the Clerk of the Board or the Clerk of the committee or by consensus of the members of the committee. Committee members may participate in any meeting by means of a telephone or video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

**Section 13. Alternate Members**

Subject to the provisions of these Bylaws which impose requirements for the composition of a particular committee, the Board may designate one or more Board members as alternate members of the Executive Committee or of any standing committee of the Board, who may replace any absent member or members at any meeting of such committee.

**ARTICLE V**

**HEAD OF SCHOOL**

The Head of School will be responsible for the overall operation of the School in a manner consistent with the School's mission, its long-range plan and the policies of the Board, all as the same may be in effect from time to time. The Head of School will be responsible for all programs, academic and other; personnel (including selection, assignment, transfer, promotion, and termination of all other Moses Brown School employees); fiscal and business management. The Head of School will report to the Board.

**ARTICLE VI**

**FISCAL YEAR**

The fiscal year of the School begins July 1 and ends June 30.

## **ARTICLE VII**

### **AUTHORIZED SIGNATURES**

The Clerk of the Board and the Treasurer are responsible for determining the Board members and staff who will be authorized to sign all checks, drafts, or evidence of indebtedness issued in the name of the School, and for determining which Board members and staff will be authorized to sign any and all documents, instruments and other agreements necessary for particular real estate or other transactions, provided that such determination shall be made on a transaction by transaction basis, with no blanket authority being given to any Board member or staff to sign such documents, instruments or other agreements. Two signatures are required on all such instruments greater than five hundred dollars.

All determinations of authorized signatures shall be reported at the next Finance Committee meeting and subsequently to the Board.

## **ARTICLE VIII**

### **INDEMNIFICATION**

#### **Section 1. Agreement of School**

In order to induce the Board members and officers of the School to serve as such, the School adopts this Article VIII and agrees to provide the Board members and officers of the School with the benefits contemplated hereby.

#### **Section 2. Acceptance**

This Article VIII will apply, and the benefits hereof will be available, to each Board member and officer of the School who, by accepting his or her respective position and serving on behalf of the School, will be deemed to have accepted the provisions of this Article VIII and agreed to abide by the terms contained herein.

#### **Section 3. Definitions**

As used herein, the following terms will have the following respective meanings:

“**Covered Act**” means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the School and while serving as such or while serving at the request of the School as a member of the governing body or officer of another school, partnership, joint venture, trust, or other enterprise.

“**Disinterested Board Member**” means a Board member without a personal interest in the outcome of the Proceeding, or who is a party to such Proceeding concerning which indemnification is sought.

“**Duty of Care**” means that the Indemnified Person discharges his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

“**Duty of Loyalty**” means that the Indemnified Person, when making a decision or acting on behalf of the School, shall be faithful and dedicated to the School’s mission as set forth in the Preamble to these Bylaws, shall place the interests of the School above personal or conflicting interests and shall act solely in the best interest of the School.

“**Excluded Claim**” has the meaning set forth in Section 6 of this Article VIII.

“**Expenses**” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person by a third party (i.e., a party other than the School) for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

“**Indemnified Person**” means any Board member or officer of the School who accepts election or appointment as a Board member or officer and agrees to serve as such in the manner provided in Section 2 of this Article VIII.

“**Loss**” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person by a third party (i.e., a party other than the School) for Covered Acts including, without being limited to, judgments for, and awards of,

damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“**Proceeding**” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative.

#### **Section 4. Indemnification**

Subject to the exclusions hereinafter set forth, the School will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses incurred by the Indemnified Person in the defense of any proceeding involving a Covered Act (excluding any Excluded Claims) to the full extent permitted by the laws of the State of Rhode Island now or hereafter in force.

#### **Section 5. Advance Payment of Expenses**

The School will pay the Expenses of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any Board members’ and officers’ liability insurance (or equivalent insurance known by another terms) maintained by the School. The advance payment of Expenses will be subject to the Indemnified Person’s first agreeing in writing with the School to repay the sums paid by it hereunder if it is thereafter determined that the proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these Bylaws.

#### **Section 6. Exclusions**

The School will not be liable to pay any Loss or Expenses under the following circumstances (each, an “**Excluded Claim**”):

(A) if a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the School (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person’s Duty of Care or Duty of Loyalty to the School; (ii) acts or omissions which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

(B) if a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

**Section 7. Notice to the School; Insurance**

Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the School under these Bylaws, notify the Clerk thereof. Failure to promptly notify the School will not adversely affect the Indemnified Person's right to indemnification hereunder unless, and only to the extent that, the School is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the School has any Board members' and officers' liability insurance in effect, the School will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The School will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such proceeding in accordance with the terms of such policies.

**Section 8. Indemnification Procedures**

(A) Payments on account of the School's indemnity against Loss will be made by the Treasurer of the School except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the School so determines that the Loss results from an Excluded Claim (although no such determination is required by the School hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

(I) by the Board by a consensus of a quorum consisting of Disinterested Board Members; or

(II) if a quorum cannot be obtained for purposes of clause (I) of this Subsection (A), then by consensus of a committee of the Board duly designated to act in the matter by a consensus of the Board (in which designation trustees who are parties to the Proceeding may participate) consisting solely of three or more Disinterested Board Members; or

**(III)** by independent legal counsel designated: (a) by the Board in the manner described in clause (I) of this Subsection (A), or by a committee of the Board established in the manner described in clause (II) of this Subsection (A), or (b) if the requisite quorum of the Board cannot be obtained therefore and a committee cannot be so established, by a consensus of the Board (in which designation Board members who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this Subsection (A) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

**(B)** Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the School except if, in the specific case, a determination is made pursuant of Section 8(A) of this Article VIII above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

**(C)** The School will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the School would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article VIII. The School will be subrogated to the rights of such Indemnified Person to the extent that the School has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

#### **Section 9. Settlement**

The School will have no obligation to indemnify the Indemnified Person under this Article VIII for any amounts paid in settlement of any Proceeding affected without the School's prior written consent. The School will not unreasonably withhold or delay its consent to any proposed settlement. If the School so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrebuttably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the School reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the School, without prejudice to the Indemnified Person's rights to indemnification in the event the

School does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

**Section 10. Rights Not Exclusive**

The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of Disinterested Board Members or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the School as an Indemnified Person.

**Section 11. Enforcement**

The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Section 8 of this Article VIII.

In the event that any action is instituted by the Indemnified Person under these Bylaws, the Indemnified Person will be entitled to be paid all court costs and Expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

**Section 12. Successor and Assigns**

The provisions of this Article VIII will be (i) binding upon all successors and assigns of the School (including any transferee of all or substantially all of its assets) and (ii) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

**Section 13. Amendment**

No amendment or termination of this Article VIII will be effective as to an Indemnified Person without prior written consent of that Indemnified Person and, in any event, will not be

effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

## **ARTICLE IX**

### **DISSOLUTION**

Upon dissolution of the School the officers shall, after paying or making provision for payment of all liabilities of the School, dispose of all of the assets of the School exclusively to such organization or organizations organized and operated as shall at the time qualify as an exempt organization or organizations under Sec. 501 (c) (3) of the Internal Revenue Code 1954, as amended by the Tax Reform Act of 1976 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine in consultation with the Permanent Board of New England Yearly Meeting or its successor. Any such assets not so disposed of shall be disposed of by the Superior Court of the County in which the principal office of the School is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated for such purposes. Notwithstanding the foregoing, any assets of the School which were transferred to the school by New England Yearly Meeting in connection with the formation of Moses Brown School Incorporated shall be transferred back to New England Yearly Meeting upon a dissolution of the School.

## **ARTICLE X**

### **CONFLICTS OF INTEREST**

#### **Section 1. Definition of Conflict of Interest**

A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence School actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any member of his immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals); or (c) any organization in which he or an immediate family member is a director, trustee, officer, or member, partner or shareholder with an ownership interests of more than 10 percent. Service as a director, trustee or officer of another not-for-profit entity with an exclusively charitable, educational or



governmental purpose and exempt from taxation will not, in and of itself, create a conflict of interest; however, there may be situations when a conflict nevertheless arises because of such service and such conflict must be disclosed as required under these Bylaws.

**Section 2. Required Disclosures**

(A) Board members and officers, upon assuming office and at least annually thereafter, shall disclose to the Trustees Committee all significant affiliations (as director, trustee, officer, owner (with an interest of more than 10 percent) of any entity with which the School has done business within the past two years, is currently doing business, or may reasonably be expected to do business within the next one year. A Board member or officer shall also disclose to the Trustees Committee any such affiliation as soon as possible after learning of it.

(B) Employees of the School with a potential conflict of interest in a particular matter shall promptly and fully disclose the conflict to his or her supervisor.

**Section 3. No Participation on Behalf of the School**

No individual shall participate in any act or process to approve or enter into any transaction presenting a conflict of interest involving that individual. This includes, but is not limited to, engaging in any debate, decision, vote or document execution at, for, or on behalf of the School; provided, however, debating issues is expressly permitted notwithstanding the existence of a conflict of interest so long as such conflict is verbally disclosed to the applicable meeting prior to engaging in such debate.

**Section 4. Approval of Contracts and Transactions Involving Potential Conflicts of Interest**

No officer or other individual who is otherwise authorized to execute any contract or enter into any transaction on behalf of the School shall do so with knowledge that it presents a conflict of interest not yet resolved by application of the procedures set forth below.

(A) If a proposed contract or transaction presents an actual or potential conflict of interest involving a Board member or officer, then that proposed contract or transaction must be submitted to the Executive Committee, which shall review its terms and determine if they are fair

and reasonable to the School and otherwise consistent with the best interests of the School. Fairness includes, but is not limited to, that the School pay no more than fair market value for any goods or services which the School receives and the School receive no less than fair market value for any goods or services that it provides. Such determinations shall be made on the basis of appropriate data as to comparability. No contract or transaction presenting a conflict of interest shall be entered into unless and until the Executive Committee has approved it as being fair to the School and in the School's best interests.

The Executive Committee shall document and contemporaneously record in its minutes the basis for its decision to approve any contract or transaction involving a conflicts of interest. The Executive Committee may set conditions as part of its approval of contracts or transactions.

**(B)** If a proposed contract or transaction presents an actual or potential conflict of interest involving any employee who is not also a Board member or officer, then any supervisor or other person who is aware of the potential conflict shall bring the conflict to the attention of the Clerk, who in turn shall determine, in consultation with School's legal counsel as needed, whether the application of Section 3 of this Article X is sufficient to resolve the conflict of interest or whether it should be submitted to the Executive Committee for review in the manner provided for conflicts involving Board members and officers. The Executive Committee will make this determination on the basis of whether the degree of influence the employee has over the affairs of the School, or a discrete portion of it, is sufficient to merit such a review.

**Section 5. Report to Full Board**

The Clerk shall report to the full Board at least annually concerning conflicts of interest that have been disclosed and contracts and transactions involving conflicts that have been approved.

**ARTICLE XI**

**AMENDMENT OF BYLAWS**

These Bylaws may be altered or amended by the affirmative action of the Board, a quorum being present, at a regular, special, or annual meeting of the Board, *provided* that the notice of such meeting shall contain a statement of the proposed alteration or amendment, and

*provided further* that any amendment affecting any provision in the Preamble, Article I or any provision affecting the number, proportion, or manner of selection of Friends required in the composition of the Board, the Executive Committee, any Search-and-Screen Committee established to select a new Head of School, the Nominating Committee or the Budget and Finance Committee, or affecting [any provision in Sections 4 and 8 of Article IV regarding the Committee on Nurturing Friends Education at Moses Brown School and the Investment Committee, respectively, or affecting](#) the manner of selection or the duties and prerogatives of the Friends Coordinator, or affecting the manner in which meetings shall be conducted as set forth in the first paragraph of Section 1 of Article II and in the third paragraph of Section 9 of Article II hereof, [or affecting any provision of this Article XI](#), shall become effective only after approval by the New England Yearly Meeting of Friends at Sessions or through its Permanent Board [\(it being understood, however, that any limit on terms served by committee members imposed by the Board as described in Section 1 of Article IV above shall not be deemed an amendment to these Bylaws requiring the approval of the New England Yearly Meeting of Friends at Sessions or through its Permanent Board except for any such limit which may apply to the Committee on Nurturing Friends Education at Moses Brown School\)](#).

## ARTICLE XII

### MISCELLANEOUS

#### **Section 1. Effective Date**

These Bylaws shall go into effect immediately upon their adoption by the Board and the approval by the New England Yearly Meeting of Friends at Sessions or through its Permanent Board.

#### **Section 2. Books and Records**

Except as otherwise provided by Section 2 of Article II of these Bylaws, there shall be kept at the principal office of the School: (1) correct and complete books and records of account; (2) minutes of the proceedings of the Board and the Executive Committee; (3) a current list of the Board members and officers of the School and their residence addresses; (4) a copy of these Bylaws; (5) a copy of the Policy Manual; (6) a copy of the School's application for recognition

of exemption with the Internal Revenue Service; and (7) copies of the past three years' information returns to the Internal Revenue Service.

**Section 3. Severability**

If any one or more of the provisions of these Bylaws is determined by a court to require the School to perform an act which is in violation of applicable law, or to fail to perform an act in order to avoid a violation of law, such provision(s) shall not affect any other provision of these Bylaws and these Bylaws shall be construed and enforced as if such provision(s) had not been contained therein.

## RECORDING CLERK'S CERTIFICATE

I, Carol Smith, hereby certify that the above Bylaws were duly adopted at the regular meeting of the Board of Trustees of Moses Brown School held on \_\_\_\_\_, 2010,

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By: \_\_\_\_\_  
Name: Carol Smith  
Title: Recording Clerk

I, Habib Y. Gorgi, as the Clerk of the Board of Trustees, do hereby certify, on behalf of Moses Brown School that Carol Smith is on the date hereof the duly elected or appointed, qualified and acting Recording Clerk of Moses Brown School and that the signature set forth above is the genuine signature of such officer.

By: \_\_\_\_\_  
Name: Habib Y. Gorgi  
Title: Clerk

## GROUND LEASE

BY AND AMONG

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THE NEW ENGLAND YEARLY MEETING OF FRIENDS,

MOSES BROWN SCHOOL FACILITIES INCORPORATED

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AND

MOSES BROWN SCHOOL INCORPORATED

\_\_\_\_\_, 2010

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### LEASED PREMISES:

250 LLOYD AVENUE, PROVIDENCE, RI 02906

# GROUND LEASE

**THIS GROUND LEASE** (this "Lease") is entered into as of \_\_\_\_\_, 2010, by and among **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation ("NEYM") **Moses Brown School Facilities Incorporated**, a Rhode Island nonprofit corporation ("**Moses Brown Facilities**") and, for the purposes of **Article 4, Section 12.1, Section 16.2, Section 16.3 and Section 18.4** hereof, **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation ("**Moses Brown School**").

## ARTICLE 1: Premises

1.1 NEYM, for and in consideration of the rents hereinafter reserved by NEYM and the covenants and agreements hereinafter contained on the part of Moses Brown **Facilities** to be paid, kept and performed, does hereby lease to Moses Brown **Facilities**, and Moses Brown **Facilities** does hereby take, upon and subject to the terms and conditions herein set forth, the land situated on 250 Lloyd Avenue in Providence, Rhode Island, which premises are more particularly described in **Exhibit A** attached hereto, together with all right, title and interest of NEYM in and to all easements and other rights appurtenant to said premises, including air rights, subsurface rights and interests in all private ways, public streets, highways, public ways or land lying in the bed of any street or highway within or adjacent to such premises (the "**Leased Premises**"). It is expressly understood by the parties hereto that the Leased Premises does not include the property on which the Providence Monthly Meeting House is situated and the immediately surrounding grounds, all of which includes approximately [1,338,931] **Note - the description on Exhibit A seems to include the land used by the Providence Monthly Meeting; it is my understanding that PMM is in the process of having a survey done that will allow us to carve out their land** square feet and is more particularly described on **Exhibit A-I** attached hereto.

## ARTICLE 2: Term; Holding Over

2.1 The term of this Lease (the "**Term**") shall commence on \_\_\_\_\_, 2010 (the "**Lease Commencement Date**") and end upon the 75<sup>th</sup> anniversary of the Lease Commencement Date (the "**Expiration Date**"). **While not binding, it is the expectation of the parties that, at the end of the Term, they will enter into another long-term lease of the Leased Premises or an amendment hereto extending the term hereof, each upon substantially the same terms and conditions as set forth herein.**

2.2 Any holding over by Moses Brown **Facilities** after the Expiration Date shall not constitute a renewal or extension or give Moses Brown **Facilities** any rights in or to the Leased Premises.

## ARTICLE 3: Rent

On the Lease Commencement Date, Moses Brown **Facilities** covenants and agrees to pay to NEYM as rent on the first business day of each year during the Term, in lawful money of the United States, the sum of \$1.00.

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#### ARTICLE 4: Possession; Use; Compliance with Laws

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4.1 Possession of the Leased Premises shall be delivered by NEYM to Moses Brown Facilities upon the Lease Commencement Date free and clear of all liens and encumbrances, all except for those matters disclosed in the Permitted Encumbrances set forth in *Exhibit B*. The Leased Premises are to be delivered in their present condition, "AS IS", it being agreed that NEYM has made no representations and warranties of any kind with respect to such condition and that NEYM shall have no obligation to do any work on or with respect to the Leased Premises, or the condition thereof, except as expressly provided herein.

4.2 Moses Brown Facilities shall not use the Leased Premises during the Term for any use other than the Permitted Use (as hereinafter defined) and otherwise in compliance with applicable law. Moses Brown Facilities acknowledges that NEYM shall have no obligation whatsoever to grant consent to allow Moses Brown Facilities to use the Leased Premises for any other purpose. Moses Brown Facilities agrees throughout the Term, at Moses Brown Facilities' sole cost and expense, to promptly comply with and cause the Leased Premises to be maintained in conformity with, and not in violation of, all laws and ordinances. Notwithstanding the foregoing, Moses Brown Facilities shall not be responsible for any violation of any law or ordinance relating to Hazardous Materials existing on the Leased Premises prior to the Lease Commencement Date. For purposes hereof, "Permitted Use" shall mean the sub-leasing of the Leased Premises to Moses Brown School solely for the operation of an educational facility in accordance with the bylaws of Moses Brown School in effect from time to time.

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4.3 Moses Brown Facilities and Moses Brown School each agrees to indemnify, defend (with counsel of Moses Brown School's and Moses Brown Facilities' selection), and save harmless NEYM against and from any and all claims by or on behalf of any person, firm or corporation, arising during the Term from the conduct or management of any work or thing whatsoever done in or about the Leased Premises, or arising from any breach or default on the part of Moses Brown Facilities in the performance of any covenant or agreement on the part of Moses Brown Facilities to be performed under the terms of the Lease, or arising from any act, omission or neglect of Moses Brown Facilities or any of its agents, contractors, servants, employees or licensees, or anyone claiming by, through or under Moses Brown Facilities. Notwithstanding the foregoing, nothing herein shall obligate Moses Brown School or Moses Brown Facilities to indemnify, defend or save harmless NEYM from any claims arising out of the negligence or default of NEYM, its agents, contractors, servants, or employees.

#### ARTICLE 5: Payment of Taxes and Other Expenses

5.1 Commencing on the Lease Commencement Date and continuing until the Expiration Date, Moses Brown Facilities agrees to pay and discharge or cause to be paid and discharged promptly as the same become due and payable, all Impositions (as hereinafter defined).

For purposes hereof, "Impositions" shall mean all taxes, assessments, charges, license fees, municipal liens, levies, excise taxes or imposts, whether general or special, ordinary or extraordinary, imposed by any governmental authority or pursuant to any legislative action as a result of or with respect to the ownership or use of the Leased Premises which may be levied,



assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises, or any part thereof or upon the leasehold estate hereby created, or upon Moses Brown Facilities solely by reason of its possession of the Leased Premises. Notwithstanding the foregoing, Moses Brown Facilities shall not be required to pay any Impositions the amount, validity or payment of which is being contested, in good faith, by appropriate legal proceedings, and so long as Moses Brown Facilities provides NEYM with a sum sufficient to discharge such lien or charge to be deposited in escrow as security therefore.

5.2 It is the intent of this Lease and the parties hereby agree that (i) NEYM shall bear no expense whatsoever with respect to the expenses, operation or maintenance of the Leased Premises and (ii) any and all claims, expenses and liabilities relating to the Leased Premises which arise or relate to or become due during the Term shall be paid by Moses Brown Facilities, except as otherwise specifically provided herein.

#### **ARTICLE 6: Changes and Alterations; Permits**

Moses Brown Facilities may at its sole discretion make any alterations, additions, changes, improvements or modifications to the Leased Premises during the Term so long as such alterations, additions, changes, improvements or modifications are consistent with the Permitted Use. Notwithstanding the foregoing, no work shall be undertaken until Moses Brown Facilities shall have produced and paid for, or caused to be paid for, so far as the same may be required from time to time, all governmental permits and authorizations of the various governmental agencies having jurisdiction. NEYM acknowledges that Moses Brown Facilities intends to obtain permits such as zoning and other public approvals. NEYM agrees to consent to or join in the application for such permits or authorizations, whenever such action is necessary, but at Moses Brown Facilities' sole cost and expense.

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#### **ARTICLE 7: Mechanics' and Other Liens; Payments to Public Utilities**

7.1 Moses Brown Facilities agrees that it shall not suffer or permit any mechanics', laborers', materialmen's or other liens to attach against or be filed against the Leased Premises or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to or on behalf of Moses Brown Facilities or to anyone claiming by, through or under Moses Brown Facilities (NEYM and Moses Brown Facilities hereby expressly agreeing that NEYM shall have no liability whatsoever on account of any such liens, such liability being hereby expressly denied and prohibited). If any mechanics', laborers', materialmen's or other liens shall at any time be filed against the Leased Premises, or any part thereof, Moses Brown Facilities shall cause the same to be discharged of record within 60 days after the date of filing the same unless, within such 60 day period, Moses Brown Facilities shall furnish NEYM with satisfactory evidence that it has instituted appropriate legal proceedings to contest any such lien which will prevent the enforcement thereof, prior to the final determination of such proceedings.

7.2 Moses Brown Facilities shall pay or cause to be paid when due all use and consumption charges and service fees and the like for all public utilities used upon or furnished to the Leased Premises during the term hereof, including, without limitation, charges for water, gas, electricity and telephone service.

7.3 In addition to paying for all utility use and consumption charges and service fees as hereinabove required, Moses Brown Facilities shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of poles, wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utilities servicing the Leased Premises.

**ARTICLE 8: Insurance**

8.1 Moses Brown Facilities shall maintain, at Moses Brown Facilities' sole cost and expense, but for the mutual benefit of NEYM, Moses Brown Facilities and Moses Brown School, and in the name of NEYM, Moses Brown Facilities and Moses Brown School, such comprehensive general public liability or other insurance as is reasonably prudent for the Leased Premises.

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8.2 Every insured loss shall be adjusted and settled promptly by Moses Brown Facilities and the insurer. Proceeds of liability insurance shall be applied against payment of the claim covered by such insurance.

8.3 All policies of insurance hereinbefore referred to shall be written in companies authorized to do business in the State of Rhode Island, and shall be written in such form as shall be consistent with the policies applicable to like properties in Providence. All policies of insurance shall provide that any act or negligence of Moses Brown Facilities shall not prejudice the rights of NEYM as a party insured under said policies.

8.4 Moses Brown Facilities shall deliver to NEYM, on or before the commencement of the Term, certificates or certified copies of all such policies of insurance, in the amounts and covering the risks hereinabove provided, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same, and Moses Brown Facilities shall deliver to NEYM, not less than 30 days prior to the expiration of any then current policy, a new policy (or certificates or certified copies thereof) in replacement thereof, marked "Premium Paid" for all premiums then due, by the company or agency issuing the same. However, if the insurance is carried under a blanket policy, Moses Brown Facilities may deliver certificates thereof, specifying the amount of insurance allocated to the Leased Premises in lieu of the original policy, as long as the possession of such certificates confers upon the holder thereof the same rights as the holder would have if in possession of the original of such insurance policies.

**ARTICLE 9: Condemnation**

9.1 In the event that the Leased Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between NEYM, Moses Brown Facilities and those authorized to exercise such right (any such matters being herein referred as a "Taking"), Moses Brown Facilities, in cooperation with NEYM, shall have the right, at its sole cost and expense, to participate in negotiations or any proceedings or agreement related to a Taking in order to protect its interests hereunder.

9.2 If at any time during the Term of this Lease there shall be a Taking by eminent domain of the whole or substantially all of the Leased Premises, the rights of NEYM and Moses

Brown [Facilities](#) with respect to the award shall be as follows: (a) first, to the payment of the costs, fees and expenses incurred by NEYM and Moses Brown [Facilities](#) in connection with the collection of the award; (b) second, Moses Brown [Facilities](#) shall receive an amount equal to the then-appraised value of the portion of the buildings and improvements taken in connection with the Taking and any separate award made by the Taking authority for the consequential damages to Moses Brown [Facilities](#) and NEYM related to the diminution in value of the portion of the buildings and improvements which is not taken (determined, in each case, by the Taking authority); (c) third, NEYM shall receive an amount equal to the then-appraised value of the portion of the land taken in connection with the Taking and any separate award made by the Taking authority for the consequential damages to Moses Brown [Facilities](#) and NEYM related to the diminution in value of the portion of the land which is not taken (determined, in each case, by the Taking authority); and (d) all remaining proceeds shall be divided between NEYM and Moses Brown [Facilities](#) in the ratio which the-then value of NEYM's interest in the Leased Premises bears to the then value of Moses Brown [Facilities](#)' interest in the remainder of the Term, determined, in each case, in accordance with generally accepted appraisal principals.

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For the purpose of this Article, “**substantially all of the Leased Premises**” shall be deemed to have been taken if the untaken part of the Leased Premises shall be insufficient to allow the economic and feasible operation of the Leased Premises by Moses Brown [Facilities](#), as determined by Moses Brown [Facilities](#) in its sole discretion.

**9.3** If at any time during the Term a portion of the Leased Premises is subject to a Taking by eminent domain, then this Lease shall terminate as to the portion of the Leased Premises so taken upon the date of the Taking, but this Lease shall continue in full force and effect as to the remainder of the Leased Premises.

**9.4** If the whole or any part of the Leased Premises shall be the subject of a temporary Taking, this Lease shall remain in full force and Moses Brown [Facilities](#) shall be entitled to receive any award so made for the period of the temporary taking so long as such temporary Taking terminates prior to the Expiration Date.

#### **ARTICLE 10: Default; NEYM's Remedies**

**10.1** Upon an “**Event of Default**” (as hereinafter defined) this Lease shall remain in force and effect, and NEYM shall have the right to seek injunctive relief or other equitable remedies. Moses Brown [Facilities](#) agrees that such injunctive relief is appropriate for a breach of its obligations hereunder. These remedies are in addition to all other rights and remedies provided by law or equity, provided that this Lease shall not be terminated on account of an Event of Default.

**10.2** A breach of this Lease shall exist if any of the following events (severally “**Event of Default**” and collectively “**Events of Default**”) shall occur:

(a) Moses Brown [Facilities](#) shall have failed to pay any charge, additional rent or any obligation of Moses Brown [Facilities](#) requiring the payment of money under the terms of this Lease for 30 days after written notice from NEYM; or

(b) either Moses Brown Facilities or Moses Brown School shall have failed to perform any term, covenant, or condition of this Lease, to be performed by Moses Brown Facilities or Moses Brown School, except those requiring solely the payment of money, and Moses Brown Facilities or Moses Brown School shall have failed to cure the same within 60 days after written notice from NEYM, except that, where such failure could not reasonably be cured within said 60 day period, Moses Brown Facilities or Moses Brown School shall not be in default, and no Event of Default shall exist, unless Moses Brown Facilities or Moses Brown School, as applicable, has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable; or

(c) either Moses Brown Facilities or Moses Brown School shall have made a general assignment of its assets for the benefit of its creditors; or

(d) (i) a court shall have made or entered any decree or order adjudging either Moses Brown Facilities or Moses Brown School to be bankrupt or insolvent; (ii) a petition seeking reorganization of Moses Brown Facilities or Moses Brown School or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or Statute of the United States or any State thereof is filed against Moses Brown Facilities or Moses Brown Facilities and not dismissed with in 60 days thereafter; (iii) a receiver, trustee or assignee of Moses Brown Facilities or Moses Brown School in bankruptcy or insolvency or for its property is appointed and not discharged within 90 days thereafter; (iv) a court shall have made or entered any decree directing the winding up or liquidation of Moses Brown Facilities or Moses Brown School and such decree or order shall have continued for a period of 90 days; or (v) Moses Brown Facilities or Moses Brown School shall have voluntarily submitted to or filed a petition seeking any such decree or order; or

(e) the sequestration or attachment of or execution or other levy on Moses Brown Facilities' interest in this Lease or the Leased Premises shall have occurred and Moses Brown Facilities shall have failed to obtain, a return or release of such property within 60 days thereafter, or prior to sale pursuant to such levy, whichever first occurs.

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### ARTICLE 11: Assignment and Subletting

Except as otherwise provided in this **Article 11**, it is hereby agreed that throughout the Term, Moses Brown Facilities shall not transfer assign, mortgage, pledge, or otherwise encumber this Lease or its interest therein, or sublet all or any part of Moses Brown Facilities' rights under this Lease or of Moses Brown Facilities' interest in the leasehold estate created hereby or of any portion of the Leased Premises shall be made or suffered other than a sublease of the Leased Premises to Moses Brown School to be used solely in the operation of a school as provided by the bylaws of Moses Brown School in effect from time to time. The prohibitions expressed in **Section Article 11** against transfer of Moses Brown Facilities' interest under this Lease and against transfer of a legal or beneficial interest in Moses Brown Facilities shall not apply to transfers to an entity controlling, controlled by, or under common control with Moses Brown Facilities, including, without limitation, Moses Brown School. No transfer of Moses Brown Facilities' interest under this Lease shall be effective unless accomplished by suitable written instrument recorded in the office in which, by law, records relating to real estate in Providence, Rhode Island, are required to be filed to be effective against *bona fide* purchasers for value of

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such property, and a true and correct copy thereof, certified as such by the transferor and the transferee, shall have been sent to NEYM in the same fashion in which notices are required to be given under the terms of this Lease.

**ARTICLE 12: Covenant Against Encumbrances**

12.1 Neither Moses Brown Facilities nor Moses Brown School shall have any right or power to, and neither Moses Brown Facilities nor Moses Brown School shall, in any way, encumber the fee simple title of NEYM in and to the Leased Premises, nor shall such fee simple estate or other interest of NEYM be in any way subject to any claim against Moses Brown Facilities or Moses Brown School by way of lien, or otherwise, whether arising by operation of law, by express or implied contract or in any other manner, and any such encumbrance or claim by way of lien or otherwise upon the Leased Premises, whether arising by operation of law, by any act or omission of either Moses Brown Facilities or Moses Brown School or in any other manner, shall accrue only against the leasehold estate of Moses Brown Facilities or Moses Brown School.

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12.2 If any such encumbrance or claim by way of lien or otherwise shall exist or be asserted against the fee simple title of NEYM in and to the Leased Premises, then, in addition to any other right or remedy which NEYM may have under this Lease or at law or in equity, NEYM shall have the right, without any obligation so to do, to discharge or pay the same, including the payment of penalties, interest and costs claimed to be due, *provided* Moses Brown Facilities shall first have been notified of NEYM's intent to take such action and Moses Brown Facilities shall have failed to pay or cause to be discharged such encumbrance or lien within 30 days thereafter. All amounts paid and all costs and expenses incurred by NEYM (including reasonable attorneys' fees) pursuant to the provisions of this **Article 12**, together with interest thereon from the date of any payment or expenditure by NEYM at the annual rate hereinafter set forth, shall constitute additional rent hereunder and shall be payable to NEYM on demand.

**ARTICLE 13: Surrender of the Leased Premises**

Moses Brown Facilities shall, upon termination of this Lease, surrender and deliver the Leased Premises to the possession and use of NEYM, without fraud or delay and in the same order and condition as originally leased, ordinary wear and tear excepted and as from time to time altered not in violation of this Lease. NEYM, upon termination of this Lease for any reason, may, without notice (any notice to quit or intention to re-enter required by law being expressly waived by Moses Brown Facilities), re-enter upon the Leased Premises and possess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess Moses Brown Facilities and remove Moses Brown Facilities and all other persons and property, including, without limitation, Moses Brown School, from the Leased Premises which it may elect so to dispossess, to the extent that it has not theretofore otherwise agreed, and may enjoy the Leased Premises and have the right to receive all rents and other income from the same, without hindrance or interference from Moses Brown Facilities or anyone claiming by, through or under Moses Brown Facilities. Any personal property of Moses Brown Facilities or Moses Brown School remaining on the Leased Premises beyond 30 days after termination of this Lease shall be treated as having been abandoned by it and be retained by NEYM as its sole property or be disposed of, without liability or accountability, as NEYM sees fit.

Upon termination of this Lease, Moses Brown shall assign and transfer to NEYM all of Moses Brown's right, title and interest in and to the Improvements, the Contracts and all other assets and property relating to the operation of an educational facility at the Leased Premises. Moses Brown shall execute any and all assignments and other instruments that may be reasonably necessary to further effectuate the foregoing transfer, including but not limited to a Bill of Sale substantially in the form of attached hereto as *Exhibit D* (subject to changes in law and custom applicable at the time), and a Warranty Deed substantially in the form of attached hereto as *Exhibit E* (subject to changes in law and custom applicable at the time). NEYM shall be and hereby is authorized and empowered, for and in the name and on behalf of Moses Brown, and for the purposes hereinabove set forth, shall be and hereby is made, constituted and appointed the true and lawful attorney-in-fact of Moses Brown (with full power of substitution and revocation) and in the name, place and stead of Moses Brown, to cause the above described assignment and transfer to NEYM which has not been so assigned or transferred after request therefore by NEYM in the sole and uncontrolled discretion of NEYM as Moses Brown's attorney. The foregoing appointment, being coupled with an interest, is irrevocable until the assignments and transfers are complete.

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Notwithstanding the foregoing, the parties understand and agree that it is their intent that this Lease be renewed or extended so that the operations of Moses Brown School may be conducted on the Leased Premises in perpetuity in accordance with the terms of the Deed of Trust of 1816 from Moses Brown for the benefit of New England Yearly Meeting of Friends and, to that end, the parties agree that they will negotiate in good faith and, if necessary, engage the services of an arbitrator or mediator, to resolve any differences between them which might result in the early termination, non-renewal or failure to extend the term of this Lease.

#### **ARTICLE 14: Mortgages; Leasehold Mortgages**

**14.1** Notwithstanding any other provisions of this Lease, NEYM shall have no right to encumber, pledge or convey its interest in the Leased Premises by way of one or more mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by NEYM without the prior written consent of Moses Brown Facilities, which consent shall not be unreasonably withheld or delayed.

**14.2** Notwithstanding any other provisions of this Lease, Moses Brown Facilities and Moses Brown School shall at all times and from time to time have the right to encumber, pledge, or convey its leasehold estate in the Leased Premises by way of one or more leasehold mortgages (and, where appropriate, by grant of a security interest under the Uniform Commercial Code and by assignment of leases and rents) to secure the payment of any loan or loans obtained by Moses Brown Facilities and/or Moses Brown School; *provided, however*, that Moses Brown shall give prior written notice to NEYM of its intent to exercise such rights hereunder, including in such notice the name(s) and address(es) of such leasehold mortgagee and any other information regarding the leasehold mortgage and security documents which NEYM may require. It is understood and agreed that any provision hereunder which would otherwise prohibit the granting or enforcement of a leasehold mortgage shall be construed and read to allow, such granting or enforcement.

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14.3 It is expressly understood that NEYM shall not have the right to approve any leasehold mortgagee or the terms and conditions of any leasehold mortgage. The rights in this Article 14 provided may be exercised only by such entities as are mortgage holders.

**ARTICLE 15: Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given (a) upon delivery, if delivered in person or by electronic or facsimile transmission with originals to follow by overnight carrier; (b) one business day after having been deposited for overnight delivery with Federal Express or other comparable overnight courier service, or (c) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by first class or certified mail, postage prepaid, addressed as follows, or to such other address as may thereafter be designated in writing by one party to another:

If to NEYM:

The New England Yearly Meeting of Friends

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to

[Blais Cunningham & Crowe Chester, LLP](#),  
[150 Main Street](#),  
[P.O. Box 1325](#),  
[Pawtucket, Rhode Island 02862](#),  
Attention: [Charles H. White II, Esq.](#),  
Phone: [401-723-1122](#),  
Fax: [401-726-6140](#),  
Email: [cwhite@blaislaw.com](mailto:cwhite@blaislaw.com)

and if to Moses Brown [Facilities](#):

Moses Brown School [Facilities](#) Incorporated  
250 Lloyd Avenue  
Providence, Rhode Island 02906  
Attention: Head of School  
Phone: 401-831-7350

with a copy to

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Reavis Cianciolo LLC  
55 Dorrance Street, Suite 200  
Providence, Rhode Island 02903  
Attention: James O. Reavis, Esq.  
Phone: (401) 272-5520  
Fax: (401) 272-5501  
Email: jreavis@rc-legal.com

Either party may change its respective addresses by giving written notice to the other in accordance with the provisions of this paragraph.

**ARTICLE 16: Quiet Enjoyment; Encroachments; Limitation of Liability**

16.1 NEYM covenants that Moses Brown Facilities, upon paying the rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the Term, without hindrance or molestation of NEYM, or any person or persons claiming under or through NEYM, subject to the Permitted Encumbrances and any other matters expressly hereinabove set forth.

16.2 Neither NEYM, Moses Brown Facilities nor Moses Brown School, nor, if any of Moses Brown Facilities, Moses Brown School or NEYM is a limited liability company, corporation, partnership or joint venture or consists of the trustees of a trust, any manager, member, general or limited partner of, or joint venturer with, or trustee or beneficiary of, or any employee, agent or representative of, Moses Brown Facilities, Moses Brown School or NEYM, as the case may be, shall be personally liable for any of their respective obligations hereunder, and in the event of a claim by either party against the other, the claimant shall look solely to the interests of NEYM or Moses Brown Facilities in the Leased Premises, as the case may be, and not to any other assets for satisfaction of such claim.

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16.3 NEYM, and its respective successors in title to NEYM's interest under this Lease, shall be liable only for breaches occurring or during its or their respective periods of ownership of such NEYM's interest hereunder, and NEYM shall never be liable to Moses Brown Facilities or Moses Brown School for consequential damages arising out of defaults by NEYM hereunder except for those consequential damages reasonably foreseeable by NEYM on the basis of facts actually known to it at the time of any such default by NEYM.

**ARTICLE 17: Estoppel Certificate**

Moses Brown Facilities and NEYM agree at any time and from time to time, upon not less than 10 days' prior written notice by one of them or any leasehold mortgagee requesting the same, to execute, acknowledge and deliver to the other party or any leasehold mortgagee a statement in writing, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which any amounts hereunder have been paid in advance, stating whether or not, to the best knowledge of the party executing such statement, there are defaults or Events of Default under this Lease, and, if so, specifying each such default, it being



intended that any such statement delivered pursuant to this **Article 17** may be relied upon by any prospective purchaser or assignee of the fee or leasehold or any leasehold mortgagee or assignee of any leasehold mortgagee, or any subtenant of Moses Brown [Facilities](#).

**ARTICLE 18: General**

**18.1** The captions used in this Lease are for the purpose of convenience only and shall not be construed to define, limit or extend the meaning of any part of this Lease.

**18.2** Any executed copy of this Lease shall be deemed an original for all purposes.

**18.3** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Rhode Island.

**18.4** The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and assigns (to the extent this Lease is assignable under the terms hereof). NEYM, [Moses Brown Facilities and Moses Brown School](#) each warrant and represent to the other that corporate or other action has been taken by the warranting party to authorize the execution and delivery of this Lease and that this Lease is valid and binding upon it in accordance with its terms.

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**18.5** The waiver by NEYM or Moses Brown [Facilities](#) of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein contained.

**18.6** Each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease, and with respect to the exercise of each and every right reserved herein, and wherever in this Lease the consent, approval or exercise of judgment or discretion of either party is required or requested, such consent or approval shall not be withheld, conditioned or delayed unreasonably and such judgment or discretion shall not be exercised arbitrarily, but shall be exercised reasonably and promptly.

**18.7** In the event either party shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Lease, or to enforce, protect, determine or establish any term or covenant of this Lease or right of such party, or in the case of NEYM to recover rent or to terminate the tenancy of the Leased Premises, the prevailing party shall be entitled to recover from the other party as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs.

**18.8** NEYM and Moses Brown [Facilities](#) mutually agree to execute herewith a Notice of Lease with respect to this Lease substantially in the form attached hereto as **Exhibit C**, which shall be recorded forthwith with the City of Providence Registry of Deeds.

**18.9** This Lease may be executed in counterparts and it shall be sufficient that the signature of each party appear on one or more of such counterparts.

**ARTICLE 19: Integration**

**19.1** This Lease, and the Exhibits and addenda, if any, attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. No subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

**Signatures appear on following page**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as an instrument under seal as of \_\_\_\_\_, 2010.

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**NEYM:**

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MOSES BROWN FACILITIES:**

**MOSES BROWN SCHOOL FACILITIES INCORPORATED**

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And, for the purposed of Article 4, Section 12.1, Section 16.2, Section 16.3 and Section 18.4 only:

MOSES BROWN SCHOOL

MOSES BROWN SCHOOL INCORPORATED

By: \_\_\_\_\_  
Name: Habib Y. Gorgi  
Title: Clerk, Board of Trustees

***EXHIBIT A***

**DESCRIPTION OF THE LEASED PREMISES**

*EXHIBIT A 1*

DESCRIPTION OF PROPERTY EXCLUDED FROM LEASED PREMISES  
FOR PROVIDENCE MONTHLY MEETING

***EXHIBIT B***

**PERMITTED ENCUMBRANCES**

None.

**EXHIBIT C**

**FORM OF NOTICE OF GROUND LEASE**

In accordance with the provisions of General Laws of the State of Rhode Island, as amended from time to time, notice of the Ground Lease described below is hereby given as of \_\_\_\_\_, 2010.

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**LANDLORD:**           **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation with an address \_\_\_\_\_.

**TENANT:**             **Moses Brown School Facilities Incorporated**, a Rhode Island nonprofit corporation with an address 250 Lloyd Avenue, Providence, Rhode Island.

**LEASE AGREEMENT:**   Ground Lease dated as of the date hereof by and between NEYM and Moses Brown Facilities.

**DESCRIPTION:**       That certain real estate located in Providence, Rhode Island (referred to in the Ground Lease as the Leased Premises) as more particularly described in **Exhibit A** attached hereto and hereby made a part hereof.

**TERM OF LEASE:**     75 years, unless terminated sooner pursuant to the Lease Agreement.

**COMMENCEMENT:**   The date hereof.

**OPTIONS AND EXTENSIONS:**   None.

**SUBLEASE:**         Moses Brown Facilities has no right to assign or sublease the Leased Premises except as set forth in the Lease Agreement.

**MISCELLANEOUS:**   All capitalized terms used herein (and not otherwise defined) shall have the same meaning as set forth in the Lease Agreement. This Notice of Ground Lease is executed only for the purpose of giving notice of the existence of the Lease Agreement and is not intended to modify, expand or reduce any of the rights of NEYM and Moses Brown Facilities as set forth in the Lease Agreement. NEYM and Moses Brown Facilities agree to record a Notice of Termination upon the expiration or earlier termination of the Lease Agreement.

**Signatures appear on following page**

Executed as an instrument under seal, by the duly authorized representatives of the parties, as of the date and year set forth above.

**NEYM:**

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

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**MOSES BROWN:**

**MOSES BROWN SCHOOL FACILITIES  
INCORPORATED**

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*EXHIBIT D*

FORM OF BILL OF SALE

NOTE - THIS WILL BE THE SAME FORM WE USE TO TRANSFER THE ASSETS TO MOSES BROWN SCHOOL

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*EXHIBIT E*

FORM OF WARRANTY DEED

NOTE – THIS WILL BE THE SAME FORM WE USE TO TRANSFER THE IMPROVEMENTS TO MOSES  
BROWN SCHOOL FACILITIES

**BILL OF SALE**

**BY**

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

**IN FAVOR OF**

**MOSES BROWN SCHOOL INCORPORATED**

**DATED: \_\_\_\_\_, 2009**

## **BILL OF SALE**

As of \_\_\_\_\_, 2009, **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation (“**NEYM**”), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, paid by **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation (“**Moses Brown**”), hereby sells, transfers, sets over, conveys and delivers to Moses Brown all assets owned by NEYM and used by it to conduct the business of a regional school for children in nursery school through 12<sup>th</sup> grade otherwise known as Moses Brown School (the “**School**”), including, without limitation, all buildings, fixtures and other improvements located at 250 Lloyd Avenue, Providence, Rhode Island (the “**Improvements**”), all contracts, instruments and documents entered into in connection with the operation of the School and all employees of the School (collectively, the “**Assets**”), it being understood and agreed to by NEYM and Moses Brown that NEYM is not transferring title to any of the real property located at 250 Lloyd Avenue other than the Improvements (such real property, excluding the Improvements, shall be referred to herein as the “**Real Property**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Transfer Agreement dated on or about the date hereof by and between NEYM and Moses Brown (the “**Transfer Agreement**”).

**TO HAVE AND TO HOLD** all and singular the Assets to Moses Brown, its successors and assigns, to their own use and to have and to hold forever.

NEYM, for itself and its successors and assigns, does hereby authorize Moses Brown, its successors and assigns, in the name of NEYM and as such NEYM’s attorney, to do any and all things necessary or advisable to reduce the Assets to Moses Brown’s possession. NEYM, for itself and its respective successors and assigns, does hereby covenant with Moses Brown to execute, acknowledge, deliver and perform, or to authorize Moses Brown, as the agent and attorney of NEYM, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to Moses Brown the Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. NEYM, for itself and its successors and assigns, hereby covenants with Moses Brown, its successors and assigns, that NEYM is the lawful owner of the Assets, that the Assets are free from all liens, charges and encumbrances, that NEYM has full right, power and authority to sell the Assets, and that NEYM will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of that certain Transfer Agreement dated on or about the date hereof by and between NEYM and Moses Brown (the “**Transfer Agreement**”). This Bill of Sale is intended only to affect the sale and transfer of the Assets pursuant to the Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Transfer Agreement. The agreements, obligations, assumptions and covenants of Moses Brown and NEYM under the Transfer Agreement are not merged into this Bill of Sale and shall, to the extent provided in the Transfer Agreement, survive the execution

and delivery of this Bill of Sale, and the performance of the consummation of all transactions provided for in the Transfer Agreement.

This instrument is binding upon, and shall inure to the benefit of Moses Brown and NEYM and their respective successors and assigns.

**Signatures appear on following page**

**IN WITNESS WHEREOF**, NEYM has caused this instrument to be executed by its duly authorized officer as of the date first written above.

**WITNESS**

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

**WITNESS**

**MOSES BROWN SCHOOL INCORPORATED**

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

By: \_\_\_\_\_  
Name: Habib Y. Gorgi  
Title: Clerk, Board of Overseers

*Reavis Cianciolo LLC  
Draft dated December 2, 2009  
Marked to show changes from  
Draft dated May 5, 2009*

# **TRANSFER AGREEMENT**

**BY AND BETWEEN**

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

**AND**

**MOSES BROWN SCHOOL INCORPORATED**

**DATED \_\_\_\_\_, 2009**

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## TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2009, by and between **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation (“NEYM”) and **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation (“**Moses Brown**”).

### RECITALS

**WHEREAS**, NEYM established and operates a regional school for the education of children from nursery school through 12<sup>th</sup> grade otherwise known as the Moses Brown School (the “**School**”) located on the Real Property (as such term is hereinafter defined);

**WHEREAS**, various buildings, fixtures and other improvements have been built and are maintained on the Real Property (the “**Improvements**”) and various contractual relationships have been entered into in connection with the operation of the School (the “**Contracts**”);

**WHEREAS**, NEYM desires to transfer to Moses Brown all of the right and title to and duties and obligations of the School, including but not limited to all of the Improvements and all of the Contracts relating thereto, but excluding the Real Property, and Moses Brown desires to accept such transfer;

**WHEREAS**, simultaneously with the execution hereof, NEYM and Moses Brown will execute a ground lease pursuant to which Moses Brown will lease the Real Property from NEYM.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

**1. Transfer.** Subject to the terms and conditions hereof, NEYM hereby assigns and transfers to Moses Brown all of NEYM’s right, title and interest in and to the Improvements, the Contracts and all other assets and property relating to the School and the operation thereof, excluding, however, the Real Property. NEYM shall execute any and all assignments and other instruments that may be reasonably necessary to further effectuate the foregoing transfer, including but not limited to a Bill of Sale, the form of which is attached hereto as *Exhibit A*, and a Warranty Deed, the form of which is attached hereto as *Exhibit B*. The parties acknowledge that such transfer shall not include the right or title to any real property, including the real property located at 250 Lloyd Avenue, Providence, Rhode Island (the “**Real Property**”).

**2. Ground Lease.** NEYM and Moses Brown shall enter into a Ground Lease pursuant to which, *inter alia*, NEYM shall lease to Moses Brown the Real Property, the terms and conditions of which Ground Lease shall be acceptable in form in substance to both NEYM and Moses Brown and shall otherwise be in form and substance similar to the Ground Lease attached hereto as *Exhibit C*.



3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives, executors, heirs, administrators, beneficiaries and assigns.

4. **No Third Party Rights.** Except as otherwise provided herein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the parties hereto any right or remedy under or by reason of this Agreement.

5. **Severability.** In the event that any part of this Agreement is deemed by a court of competent jurisdiction to be contrary to the law, such determination shall not invalidate other parts of this Agreement which shall remain in full force and effect.

6. **Indemnity.** Moses Brown agrees to indemnify, defend and hold NEYM and its officers, board members and employees (collectively, the “NEYM Indemnities”) harmless from, any and all liabilities claims, damages, expenses and costs (including reasonable counsel fees) that the NEYM Indemnities may suffer or incur by reason of (i) the Moses Brown’s failure to pay, discharge or perform any of its liabilities or obligations arising out of the operation of the School after the date hereof and (ii) any breach by Moses Brown of this Agreement. NEYM agrees to indemnify, defend and hold Moses Brown and its officers, trustees and employees (collectively, the “Moses Brown Indemnities”) harmless from, any and all liabilities claims, damages, expenses and costs (including reasonable counsel fees) that the Moses Brown Indemnities may suffer or incur by reason of (i) NEYM’s failure to pay, discharge or perform any of its liabilities or obligations arising out of the operation of the School through and including the date hereof and (ii) any breach by NEYM of this Agreement.

JReavis 12/2/09 2:18 PM  
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7. **Assignment.** This Agreement shall not be assigned or transferred directly or indirectly by Moses Brown without the prior written consent of NEYM. Any assignment or transfer in violation of this provision shall be void. The prohibitions expressed in this **Section 7** shall not apply to assignments to an entity controlling, controlled by, or under common control with Moses Brown.

8. **Miscellaneous.** This Agreement shall be governed by and be in accordance with the laws of the State of Rhode Island, without reference to its laws governing conflicts of law. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Any amendment hereto shall be evidenced by a writing signed each of the parties hereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

9. **Further Assurances.** The parties shall take such other action as the other may reasonably request to complete the transactions contemplated by this Agreement.

**Signatures appear on the following page**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as an instrument under seal as of \_\_\_\_\_, 2009.

**THE NEW ENGLAND YEARLY MEETING OF FRIENDS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MOSES BROWN SCHOOL INCORPORATED**

By: \_\_\_\_\_  
Name: Habib Y. Gorgi  
Title: Clerk of the Board of Overseers

*EXHIBIT A*  
**FORM OF BILL OF SALE**

*EXHIBIT B*

**FORM OF WARRANTY DEED**

*EXHIBIT C*

**FORM OF GROUND LEASE**

*Beacon Hill Monthly Meeting  
6 Chestnut St, Boston MA*

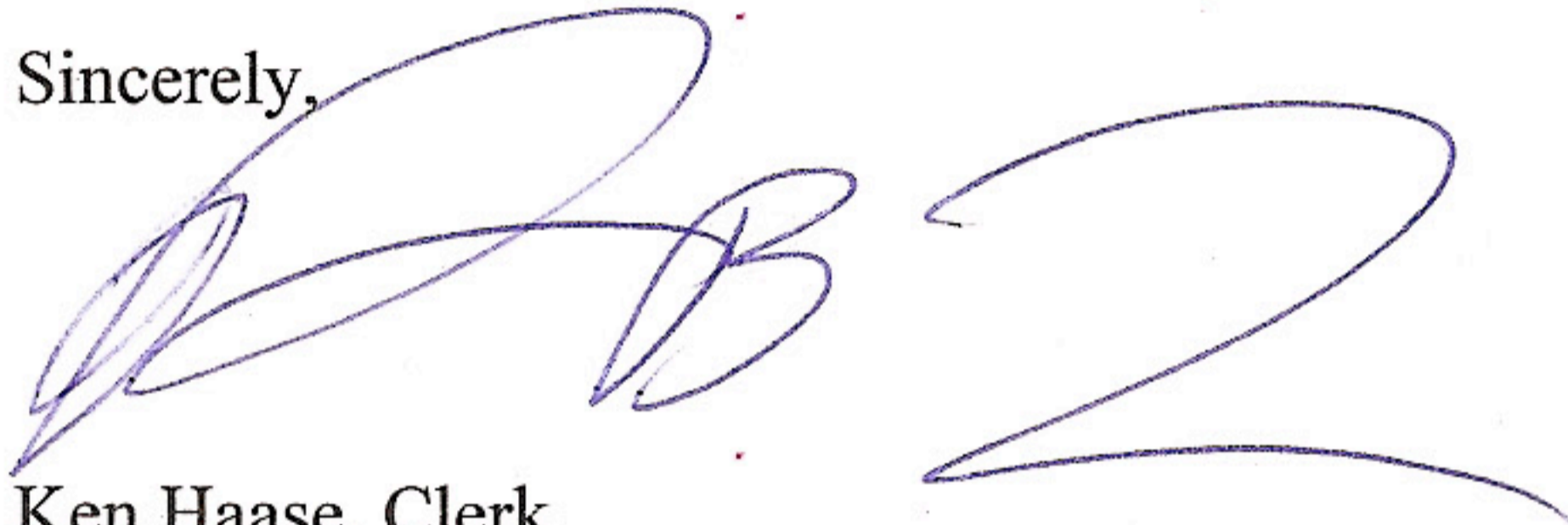
23 April 2010

Dear Friends,

It is with gratitude and joy that I introduce Susan Loucks, a member of our Meeting who is called to travel among Friends and other as part of the Quaker Quest program. I am writing this letter at the request and on behalf of Beacon Hill Monthly Meeting, where Susan has been a member for 10 years, bringing her gifts of wisdom, perspective, humor and energy to our Meeting in numerous roles including three years as Clerk. She has a gift for listening to individuals or groups and seeing patterns and possibilities that others might miss. She is also able and eager to reach out to individuals, Friends and non-Friends, and engage with them both deeply and comfortably.

We are grateful for her presence among us and for her leading to work with Quaker Quest, sharing Friends' message and practices with a larger community. Thank you in advance for welcoming her into your hearts and your Meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken Haase', written in a cursive style.

Ken Haase, Clerk  
23 April 2010

## **Ilse Ollendorff Reich (March 13, 1909 – December 19, 2008)**

### **Memorial Minute**

Ilse Ollendorff Reich was born March 13, 1909, in Breslau, Germany, daughter to Georg Ollendorff and Margarete Muhr. She first knew of Quakers at age 11 when she saw the label “Quakerspeisung” on the bags of food provided by the American Friends Service Committee and served to German children after World War I. She remembers the cup and spoon she took to school each day to receive a meal, “which saved me from being severely undernourished.”

She had been active among Friends for about 30 years when she moved to Amherst in 1989, to be near her son Peter, transferring her membership from North Easton, Massachusetts Meeting to Mt. Toby. Her particular gifts were those of the elder: openness, focused attention, non-judgmental listening, discernment, and groundedness. Ilse’s grounded presence in worship was something we could count on every week; her contained vitality quickened the meeting. Her constancy was also evident in her commitment to swimming daily, learning to weave, and mastering email in order to communicate with the rising generation – perhaps her most difficult challenge!

She inspired us not only by her presence, but by the stories she told of her life. Stories were her way of communicating what she knew experimentally. Hers was a down to earth spirituality. Her strong sense of facing reality brought out in her an instinct to move toward what was life-giving, always looking for the positive and immersing herself in it. “There’s always something you can learn” conveys her attitude toward life. She did not dwell in nostalgia, and never conveyed bitterness in stories of her escapes during World War II.

She also told stories to connect with other people. Everywhere she arrived she launched herself into involvement. Her leadings came through people; she was open to invitations to service of all kinds, and she usually said YES. Her stories were often a response to some concern raised in conversation and served as a witness to one way of responding to that concern. She was never didactic; she let you draw your own lessons.

Her life flowed out of her groundedness and her instinct toward what was lifegiving. Living through 100 years of turbulent history, she brought us a feeling sense of that history; she seemed to be always at the edge of political and cultural movements. In 1933 she fled Germany with her first husband when they discovered he was on a Nazi death list. She fled to New York from Paris in 1939, where she met and married Wilhelm Reich, excited by his focus on the energetic component of psychoanalysis. After her divorce from Reich in 1954, she forged her own path, but published *Wilhelm Reich: A Personal Biography* in 1969 to give her perspective on this influential 20<sup>th</sup> century psychologist.

With their son Peter in tow she began her studies for a career in education in 1954, earning a B.S. from the University of Hartford in 1960, an M.A. in Childhood Education from Teachers College, Columbia University in 1962, and a Professional Diploma in Teaching Foreign Languages from the same institution in 1965. She taught both French and German in elementary,

junior high and high school in Connecticut for 17 years, before retiring in 1974. Her finding Friends in Wilton (Connecticut) Meeting led her to become a member of that meeting and to teaching and visiting in Connecticut prisons. Also during this period she was a representative to Connecticut Friends Council and served on the Prisons Committee of New York Yearly Meeting.

We have felt this same deep sense of commitment in her both in the life of our meeting and beyond. While at Mt. Toby she served on Ministry and Worship, on many oversight committees for marriage and clearness, and on the Board of Woolman Hill, a Quaker Conference Center in South Deerfield, Massachusetts. In her years in New England, she served on the China Camp Committee, on the NEYM Committee on Aging, and on Ministry and Counsel. She was also active in Friends General Conference, serving on Central Committee and the Publications Committee, and attending FGC Gatherings for 20 years.

In a life of a variety of leadings, she felt one very specific call in 1991 – to attend German Yearly Meeting. Her gifts and her call are described in her travel minute, approved by Mt. Toby and endorsed by Connecticut Valley Quarter:

On hearing of the reunification of German Yearly Meeting, she felt a leading to share in the joy of this reunification and to learn about German Quakers by attending your yearly meeting sessions. She hopes to come among you as a loving presence, desiring only to listen and learn how the Spirit moves among you.

Her gifts of sensitive listening and faithfulness have not only enriched our meeting, but the broader Quaker world. . . . In particular, the 20 years she spent active in prison visitation offered many opportunities to use that gift of listening which we value so highly in her.

As she aged, her gift was accepting necessary changes, like giving up her loom and no longer being able to drive. She showed us how to receive help gracefully and encouraged others to do the same.

Throughout her life, Ilse stayed connected with F/friends and family in America and abroad and had a larger-than-usual share of “it’s a small world” encounters. Indeed, her role as matriarch to her children and stepchildren, grandchildren, and great-grandchildren was a source of great enjoyment in her life.

Ilse “put on wings” on December 19, 2008 in her son Peter and daughter-in-law Susan’s home, with them and her grandchildren Nick and Celia gathered around.

Mt. Toby Monthly Meeting 4/11/2010  
Connecticut Valley Quarterly Meeting 5/2/2010



## Memorial Minute for Jane Weaver Westover

Jane Weaver Westover, a member of Acton Monthly Meeting, died in Concord, Massachusetts, on October 29, 2006, at the age of 93.

Jane was born in Morgantown, West Virginia. After receiving a college degree in French, with a minor in music, she trained as a professional soprano in Austria. In the 1950's she sang as a principal soprano soloist at Riverside Church in New York City.

While living in New York, Jane met Huston Westover. They both became interested in the Religious Society of Friends because of its testimonies, especially the peace testimony. They each joined the Friends in the late 1930's and were married in 1941. Jane and Huston attended a meeting held at Riverside Church and, occasionally, meetings downtown.

Jane and Huston lived in many places and belonged to a Friends meeting wherever they lived, including Copake Meeting, Cooperstown, New York; Oneonta Meeting, Philmont, New York; Pine Mountain Meeting, Whitesburg, Kentucky; Plymouth Meeting, Woodstock, Vermont; Wilderness Monthly Meeting, Cuttingsville, Vermont; Sarasota Meeting, Sarasota, Florida.

Jane was active in Acton Preparatory Meeting and an initial member of Acton Monthly Meeting when it became independent from Friends Meeting at Cambridge in 1965. Jane was involved in many aspects of Acton Monthly Meeting during the periods she and Huston lived in Acton and Concord: clerk in 1989-90, member of the religious education committee, member of ministry and counsel, and librarian. As meeting librarian, she confidently reorganized the Acton Meeting library. During their time in New England, Jane and Huston helped found and participated in the New England Yearly Meeting Committee on Aging.

Jane is remembered for her service as librarian at the West Concord Public Library, where she picked books that children really liked and sent them home with armloads of books. She played piano for the Christmas pageants when Acton Meeting met at the Acton Woman's Club. She played her autoharp at carol sings, including at a nearby prison. Jane had both a feistiness and an elegant presence.

During meeting for worship or afterwards, Jane often shared topics and questions she found in the course of her reading. She was always reading and engaging in the world of ideas, especially on peace and social justice, from her own questioning Quaker perspective.

Approved by Acton Monthly Meeting  
November 1, 2009

## **John S. Barlow, June 10, 1925 to February 15, 2008**

John Sutton Barlow was born in North Carolina, where he was raised as a Presbyterian. Upon graduation in mathematics and physics from the University of North Carolina in 1944, he served in the US Navy until 1946. John then returned to UNC for an MS in physics. In 1948 he resigned from the Naval Reserves because he had become a conscientious objector to war. He soon decided to seek a medical degree, which he received from Harvard Medical School in 1953. He then began his career of over 50 years at Massachusetts General Hospital, working mainly in the analysis of electroencephalograms and designing electronic models of brain function.

During a year at Johns Hopkins before medical school, John would occasionally attend Homewood Friends Meeting in Baltimore and work in the clothing room. At meetings of the Fellowship of Reconciliation he met Sibylle, and they were married at Stony Run Meeting in 1950.

John began attending Cambridge Meeting in 1951 and became a member in 1955. He attended meeting in Acton when the Barlows moved there in 1957. When it became a monthly meeting, he transferred his membership to Acton, where he was active into the 1980s, serving at times as clerk and on committees. In New England Yearly Meeting he served on Ministry and Counsel and Permanent Board and helped in the yearly meeting office.

John's discovery of his bisexuality led to a process of acknowledgment, growth, and acceptance within Acton Meeting, and was a major contributor to the Meeting's 1982 minute on relationships which laid the foundation for its later minute on gay marriage.

Besides his professional work, John's active interests included train travel, world affairs (particularly the UN), music, bicycling and unicycling, and reading biographies of scientists. He had a special love for the music of J. S. Bach (whose initials he proudly shared), which he played on the pipe organ he built at home, in a series of open rehearsals at yearly meeting sessions at Wheaton College in 1975, and on his trips abroad. Acton Meeting fondly remembers the yearly carol sings at the Barlow home with John's accompaniment on his organ. His punning is also widely and fondly remembered. One instance of John's joyful playfulness remembered by members of that time is of his "Easter Bunny" phone calls in 1980, while he was working in Germany and had discovered that very short calls were inexpensive. The refreshments following worship at Acton Meeting are another legacy of John's thoughtfulness that lives on.

As a Friend, as a scientist, and as a person of broad interest, John was an explorer and innovator. He wrote two books and many articles in his professional field. He translated scientific writings from several eastern European languages and Chinese, with the aid of many dictionaries. Finding a Chinese-Russian dictionary with a graphical system for arranging Chinese characters, he produced a Chinese-Russian-English version in hopes of spreading the system.

In his last years, John's connection with Acton Meeting was through Sibylle, who took care of him at home. As his health worsened, his spirit remained. In 2006 he celebrated Bach's birthday with a party to release the CD of his 1975 Wheaton College organ performances. He died February 15, 2008.

Memorial Minute approved 7 March 2010 Acton Monthly Meeting.

## **Katharine Wolcott Toll May6, 1913 - September 30, 2007**

We give thanks for the life of Katharine Wolcott Toll.

Kay grew up in Amherst, Massachusetts, graduated from Wellesley College, attended Katherine Gibbs School, and worked as a staff writer for The Boston Post for three years. She then graduated with the first class of Midshipman's School at Smith College and served with the WAVES from 1942-1946. After the war she was recruited by the United Council of Churches to interview refugees displaced by the war. Her findings were used by churches and synagogues to help those refugees find suitable places to live.

Returning to journalism, Kay wrote and researched extensively, developing expertise in several areas, including military history, oceanographic environmental issues, and solar energy. She published a book about the WAVES and earned her Masters Degree in Social Work from Boston University in 1957.

Her experience with refugees after the war impressed upon her the importance of a central body of accurate information for social service organizations. She also learned methods for obtaining such statistics and was led to found the Boston Social Services Exchange. For a time she worked as a liaison between the Massachusetts Department of Mental Health and the office of Governor Francis W. Sargent.

Kay joined Cambridge Meeting in 1953. She was active on many committees and frequently took leadership roles. In the 1960's Kay served as the interim director the Hingham Friends Home, which is now called New England Friends Home. She served New England Yearly Meeting as the first clerk of the Ad-hoc Friends Retirement Needs Committee, on the board of Friends Development Corporation, and was a member of Permanent Board and the Committee on Aging. She was active in starting the worship group that became the North Shore Meeting.

In retirement she became a member of Acton Friends Meeting, while also starting a worship group at the Carleton-Willard Village, a retirement community in Bedford, Massachusetts. Kay gave two exhibits at Carleton-Willard from her life. One was a selection of her artwork. The other was a display of some of her work as skiing editor for the Boston Post, a position she talked the editor into giving her in 1939.

Kay was a strong presence at Acton Friends Meeting until the very last years of her life. Her joyous, inquisitive, and kind spirit brought delight to those who knew her. She was an enthusiastic participant in Second Sunday spiritual sharing, which started in 2000. Her curiosity about others and willingness to share about herself made the time meaningful for all who participated.

After going through an initial period of frustration when she began having difficulty keeping up with conversations, Kay decided she was just "getting slow." As her memory loss increased and ability for rational thought decreased, she remained mostly cheerful and interested in those around her to the end. We miss having Kay present at meeting along with her niece Rita Toll, who faithfully traveled many miles to accompany Kay at meeting nearly every week for the last years of Kay's life.

Memorial Minute approved 7 March 2010 Acton Monthly Meeting.

Eloise Houghton's life was dedicated to her husband, her family, and the pursuit of a more equitable, compassionate society. The energy and character which she focused on these activities were remarkable. With fierce dedication and eloquence, she pursued these commitments with a vibrant passion that never wavered; her life was extraordinary.

As a child, her family moved frequently. Her parents, immigrants from Hungary and Czechoslovakia, cared for the needs of various Baptist ministries throughout Texas and the Northeast United States. These years nurtured a deep concern with social injustice, and anchored a strong religious and moral foundation.

While teaching at Syracuse University, she met Proctor, and a love affair began that lasted over 63 years. This love was so wide and deep that it inspired many of those who knew her. Her dedication to her children was no less intense. They never doubted her love as she constantly tried to help them grow and blossom into adulthood, each as their own person. As a lover of nature, she led her family into numerous outdoor activities, from exploring the tidal pools of Cape Cod, to Audubon Society Field trips and Museum of Science classes.

While strongly aware of the difference between right and wrong, an open minded thread of mystical and philosophical inquiry ran through her life, leading her and Proctor to the Quaker faith. She appreciated that it honored the "seeker". Eloise realized that in a complex world full of ambiguity, there was a need to question oneself and one's conclusions in an ongoing quest for wisdom. She believed with all her heart that there was the Light of God within every human being, and that we could find it in one another through love and compassion.

In Cambridge Meeting her light shone through in many ways. She is remembered as a cheerful, enthusiastic, and thoroughly committed member whose infectious smile and sense of fun touched us all. Faithfully concerned about children and their religious education, she made special efforts to offer vocal ministry for the children's benefit when they were present. Her intellect, energy, and sensitivity inspired admiration and gratitude in those who worked with her.

Those who encountered her as a community leader and lifelong activist were often inspired by her example. Passionately opposed to bigotry and war, and with a powerful gift for honest, persuasive public speaking, she spoke from her heart, determined to contribute whatever she could to make her community and the world a better place. Her efforts to improve the human condition led to her involvement with a variety of organizations, including Church Women United, the American Friends Service Committee, The Boy Scouts of America, the League of Women Voters, and Newton Community Development Foundation for low-income housing projects. During the 1960's and 1970's she directed the Committee on Responsibility, bringing war-injured Vietnamese children to the United States for treatment, one of whom lived with her family for two years.

Everyone was important to Eloise, and she gave her time and energy to all. Those who came in contact with her, whether the dry cleaner, the grocer, or the mayor, felt a vitality and caring concern that were completely genuine. Her character had little room for cynicism, and in her service to humanity she was a stranger to fatigue. Her passion, vision, humor, generosity, and exemplary leadership will be sorely missed.

Bob Sealey  
Jimmy Hutchinson

**Eloise Southon**

proposed Salem Quarterly Meeting endorsement

Over more than thirty years, Eloise's service to the Yearly meeting reflected her care for the young and the old as she accepted appointment to the Boards of both the Lincoln School and Moses Brown School, served on the New England Friends Home Committee in the '60s, '70s and '80's (including a stint as clerk in '84) and was part of an ad hoc committee on retirement and Friends' community in 1973. She represented Friends at the State Board of Church Women United in Massachusetts more than once. And in 1992 she became a New England Yearly Meeting representative to the American Friends Service Committee.

## MEMORIAL TO ROSLY WALTER

Rosly Walter, dedicated and faithful member of Friends Meeting at Cambridge and New England Yearly Meeting, was born on May 9, 1923 to Rosa and Fred Rosskopf. She grew up in Altoona, Pennsylvania, and Luray, Virginia, where her father managed textile factories. She was graduated from Temple University in 1944 with a degree in chemistry and in 1958 she earned a masters degree in education from Radcliffe.

After graduating from college, Rosly worked as a chemist in Cincinnati, New York City, and Cambridge. She met Charlton Walter in 4<sup>th</sup> grade; in 1947 they were married in a simple ceremony. Their daughters Rosalind and Pamela were born in 1955 and 1956. After receiving her MAT, Rosly taught math in Wayland schools. She subsequently worked at the Education Development Center on such projects as designing elementary science curricula, training Peace Corps volunteers headed to the Philippines and Gambia as well as advocating for bilingual education and equal access to education resources for Boston's minority community. In the early 1970s she moved to the textbook industry, retiring from Silver-Burdett & Ginn in 1992.

Their children remember a happy marriage. They enjoyed their rural Lincoln home, built for them in 1963, next to a brook, where her beloved dogs could roam. In 1991 Pamela and her new husband moved home – the house was remodeled so each group could have separate quarters – and Rosly was able to help raise two of her grandchildren.

Rosly asked for very little and never complained. Instead she threw herself into everything, even though she worked full time and was raising a family. One friend reports that she always seemed to have the answer to everything. She had a placid disposition and never lost her temper. Always optimistic, she was able to speak to that of God in all those she met.

Friends Meeting at Cambridge knew Rosly as a hard worker who was willing to work on a number of different tasks. She completed them promptly whenever possible and seemed never to make a mistake.

Rosly joined Friends Meeting at Cambridge in 1961. She served many years on Ministry and Counsel and even more on Finance committee, of which she

was clerk. In addition she served on Support and Hospitality Committee and the Resident Friends' Advisory Committee, where she clerked the search committee that brought Hugh and Sirkka Barbour to us.

Rosly served New England Yearly Meeting perhaps as much as anyone has, always choosing positions that kept her out of the spotlight. She knew who she was and did not need to be the center of attention. She served as Recording Clerk, registrar, two terms on Permanent Board and Moses Brown Board of Overseers, Personnel Committee, Board of Managers of Permanent Funds, Finance Committee, and Ministry and Counsel. When an elder she served for many years on the staff of Junior Yearly Meeting, one old JYMer reports, bringing as much joy and exuberance as staffers thirty years her junior. Finally she enjoyed driving elders to committee meetings; she and Louisa Alger would solve all the problems of the yearly meeting as they traveled together. Later she would accept rides from others, who were able to get to know her in deeper ways than they had.

What a knitter Rosly was! As a girl she spent time in Switzerland and learned the faster continental style. We gaped in amazement as we watched her knit in business meeting. She knit countless sweaters for the American Friends Service Committee Clothing Room and served there for decades repairing old clothes. She knit for meeting members as well; she was particularly pleased that, having knit a baby sweater with a big A on it for a couple whose child had that first initial, she could see it passed on to another A baby a few years later.

In addition to her knitting and repair work, she served the AFSC on its Executive and Personnel Committees. She had a gift of bringing a committee to unity without imposing her own position. She also had the rare skill of making people feel good about themselves as she told them that AFSC was letting them go.

Rosly lived her last few years in a nursing home, where she welcomed visitors. She died on May 17, 2009. We remember her as a warm, loving, strongly centered person who cared deeply about helping others.



William How  
1950-2009  
Memorial Minute

We give thanks for the life of William How, and for the ways in which the Divine Life worked in and through him, for joy, for encouragement, for healing, for wonder, for truth, and for the building of community— the community of his Friends and friends, but also in his neighborhood, and more widely still, through his clinical social work. Friendship and community were among Bill's great gifts.

Bill was born on May 23, 1950 to Archibald B. How and the late Jean Porter How. His father was an officer in the US Coast Guard. As a result, they moved often but they had an extended posting at the US Coast Guard Academy in New London, Connecticut, while Bill was in high school. Bill developed a love for the ocean, mountains and nature. Bill was an avid backpacker and loved the outdoors. He hiked, kayaked and canoed throughout New England on solo journeys and with his friends and family. The outdoors was an early and consistent source of spiritual connection for him. He found peace and solace there and in later life often used experiences above timber line to describe his experience of God.

He also was a constant and thoughtful reader and thinker. Bill's lifelong love of reading was noted by his high school and college friends. It led to relationships with favorite books to which he returned again and again. *Treasure Island*, *Tom Sawyer*, *To Kill a Mockingbird*, *The Prophet*, *East of Eden*, the Arthurian novels of Mary Stewart and the writings of Tolkien made fundamental contributions to his imaginative life, and he shared them with his children and his friends. His reading in literature, as well as in professional literature, and his study of Christianity and Quakerism, was marked by intellectual rigor, a gift for questions, and for questioning assumptions. Despite the diversity of his interests and reading, he sought to connect ideas from whatever source, to gain insight and useful understanding. Nevertheless, he knew that life is not only a matter of ideas, and always relied on an experiential knowledge of the power of love, faith, and justice. Bill used his reading to ground, extend and share his profoundly deep experiences which were beyond words.

Bill attended Wesleyan University, and for several years after college, worked at Eastern Mountain Sports becoming a store manager. He loved testing equipment and made design suggestions. He was always appreciative of good-quality equipment! However, his commitment to the emotional and physical well-being of others, perhaps first visible in his work at Connecticut Valley Hospital during college, developed into a calling which drew on, and challenged, his intellectual, emotional, and spiritual gifts. Bill became a child-care worker at Saint Ann's Home in Methuen, MA. This work engaged him deeply and resulted in his return to school for his MSW at Simmons. Bill was known for the clinical depth of his work and his perceptive and extensive record keeping. In his 18 years with the Department of Children and Families in Framingham, MA, he helped build an office characterized by teamwork, and deep commitment to ongoing growth of service. He was a perceptive, reliable, and effective mentor to many colleagues over the years, and at his memorial service, some of them testified to his impact on the quality of social work for families across the Commonwealth of Massachusetts.

As his spiritual life grew and deepened over the years, Bill characteristically drew on it in his work in a practical yet courageous way. He always tried to ground his work in the Spirit. Even in the midst of removing children from an unsafe home he would continually ask himself, "What does God want me to do, right now?" He was open with his co-workers about his search for guidance and a sense of Divine presence in the midst of demanding case work. By the same token, he used his knowledge of trauma and healing to guide individuals, meetings and New England Yearly Meeting in dealing with a number of difficult issues and conflicts, and gave so fully of his gifts and wisdom that his friends sometimes felt the need to protect him from his own generosity of spirit.

He met Nancy Shippen in 1979. She introduced him to Quakers and he joined Friends Meeting at Cambridge, where they were married in 1982. Their marriage was a great source of joy and companionship, and built on such mutual respect and understanding that it was a source of encouragement for their friends and meeting. They took intelligent care of each other's spiritual growth as well as other aspects of their relationship, and their friends felt them to grow in their knowledge of each other "in that which is eternal," and to take delight in it. In 1987 Bill and Nancy adopted Bharat from India. Two years later they traveled to India and adopted Pauravi. Bill and Nancy created a warm, lively, and welcoming home for their children and friends, "a place of friendliness, refreshment, and peace, where God became more real to those who lived there and those who visited there." It was a delight to see the joy that Bill took in their children. They were also, for him, a source of learning on all levels, and he thought deeply about their lives and growth, their interests and questions, and loved to hear and tell about lessons that children teach their parents. As Bharat and Pauravi grew into adulthood, Bill relished the new possibilities for exchange and companionship that resulted.

In 1989, a desire for a more intimate spiritual community led Bill and Nancy to begin attending the fledgling Fresh Pond Allowed Meeting and they were among the original members when Fresh Pond Meeting was set off as an independent monthly meeting in 1991. Bill treasured his membership in the meeting community. He served variously as clerk of the meeting, clerk of the Meeting for Ministry and Counsel and clerk of the Child Care Committee. He served on countless support and clearness committees as well as several committees dealing with conflicts in the meeting. In every meeting he attended, he would take a notebook out of his black backpack and take detailed notes, whether or not he was the official recorder for the meeting.

Though we sometimes teased him about his relentless, voluminous note-taking, we often benefited from his careful listening and disciplined attention. This note-taking, a clinical discipline which became part of him, was part of his testimony of integrity, in group process as well as personal life. It came from an understanding of how time and stress can change memory and how many details only become important upon later reflection.

Bill had a growing patience with, and appreciation for, the place of "not knowing." He was willing to sit in that place where the questions have been asked but the answers have not yet emerged. This could be trying to others, but he was committed to the idea that in difficult and complicated situations, all should be heard in their own voice, and he knew that some of what must be heard may be felt before people are able to put it into words. The combination of deep listening, trust in God's

guidance, intense observation, and reflective recording, together with his many other gifts, equipped him to serve widely within the local and yearly meetings, seeking to help people work through conflicts in a prayerful, honest, and loving fashion. This included working for many years with New England Yearly Meeting on issues of child safety from sexual abuse.

Bill had a long-standing concern for the acceptance and celebration of gay and lesbian people. He exercised creative, loving, patient, and persistent leadership within Fresh Pond Meeting, as Friends explored the many issues raised by the question of same-sex marriage. His care that all voices should be heard in love co-existed with his conviction that God was leading us to a new clarity with respect to the rightful place of gay and lesbian Friends in our meetings and lives. When issues around acceptance of gay men and lesbian women in connection with the Yearly Meeting's relationship with FUM arose, Bill led Ministry and Counsel in taking up the issue and worked tirelessly to help Friends stay honest, and keep step with our Guide. Bill's efforts lay behind much of the work done on this issue at, and between, the annual sessions.

Bill's rich inward life and his love for people both fed the messages he offered in his regular appearance in the vocal ministry. His sometimes tentative phrasing and gentle, inclusive tone often carried a message of great spiritual depth and power. He took seriously the need for us all to nurture our own spiritual gifts, and each others', and in this work, too, he was generous, loving, direct, and diligent. He was a wonderful companion in the ministry, for his sense of fun as well as his spiritual sensitivity, his willingness to ask hard questions, and his delight in being present where God was at work.

He served for 4 years as clerk of Ministry and Counsel for NEYM. When his term ended Bill bought a kayak, looking forward to having time once again to spend in the peacefulness of nature. He also enrolled in the Way of Ministry program of the School of the Spirit. He wanted to explore how he might be called to new ways of traveling in the ministry himself and not as a companion. He was, instead, called on to make a different journey. In January, 2009, he was diagnosed with an inoperable brain tumor. The calmness and resignation with which he accepted this unexpected blow was a powerful witness to those who knew him. He set about putting his affairs in order and was not afraid to talk about his own death – and so enabled others to explore their feelings. Even so, he would also say, “I don't want to talk about my condition, I want to discuss the prophets,” or hear about his friends' lives, listen to music, and especially to be with his children and with Nancy.

As his disease progressed, he and his family were supported by an extensive network of people from Fresh Pond Meeting, New England Yearly Meeting, his work and neighbors in Acton – all of the communities where he was beloved and where he had made such an impact. He died at home on June 9, 2009, in the presence of family and friends, as he had wanted.

Bill's gentleness, patience, and powers of insightful listening were gifts, but these gifts were cultivated through the hard work Bill had to do in processing difficult passages in his childhood and youth. His integrity and courage were inspiring. He knew that conflict and disagreement were parts of community life, and so he would not avoid speaking a necessary truth even when he knew conflict might arise. But part of his integrity was his commitment to working through the conflict, with the good of all as his goal. When he felt responsibility to the needs or pain of others, he

was unsparing of himself, as when he spent most of a weekend and a part of many days holding a baby dying from abusive treatment, or traveled to visit a family member or friend in need.

In closing, we must record that when we remember Bill, we remember his infectious laugh — sometimes even infecting himself, to the point that he couldn't get to the punch line of a joke, for laughing so hard. He loved to play, with children, with adults, and with happy groups of all ages. He played with words. He played with wild images and crazy combinations of foods like mustard on ice cream. He loved music and dancing. He relished life in all its forms and knew that behind it all moved the love of a mysterious, present, reliable God. How much we miss him!

Approved by Fresh Pond Monthly Meeting on March 7, 2010.

Draft Memorial Minute  
Gordon Mervin Browne  
1923-2009

Gordon's greeting was legendary. A wide smile lit up his face and spread to a sparkling welcome in his eyes. The warmth and openness of his reception radiated at once acceptance and expectation, engaging friends across the spectrum of the Quaker family. "I had the distinct intuition," wrote a former colleague of Gordon's at FWCC, "that he served as sort of pastor to the entire Quaker western hemisphere."

The faith that fairly shone from Gordon was central to his being. After youthful years of restless seeking, he found his spiritual home among Friends. His life attested to the love, labor, joy and grace that can flow from a life grounded in the power of the Spirit. From his home meetings in Evanston, Illinois; Cape Cod, Massachusetts; Plainfield and Peacham, Vermont and throughout New England Yearly Meeting to the global arena of Quaker United Nations Office (QUNO) and Friends World Committee on Consultation (FWCC), Gordon companioned and challenged Friends in witnessing to the Light Within. Typical of Gordon's exuberant faith was his advice to Plainfield Friends as they struggled with the question of whether or not to proceed with the construction of a meetinghouse. "Don't build it too small!" he declared.

Even as Gordon found resonance and affirmation in Friends' traditions, he sought to learn from others' experiences. "As long as the love of God and humanity are central, differences should lead us to search for inclusive truth, not to conflict," he advised in a letter to his granddaughter. It was in this spirit that he strove to achieve full partnership of Latin American Friends in the FWCC Section of the Americas. His encouragement and support were also a valued catalyst in promoting leadership roles for women, within the Society of Friends and beyond, in their chosen professions.

Gordon's plumb line for peace and justice, which had in part drawn him to Friends, led him, with his wife Edith, to take part in many pioneering initiatives not always popular and at times costly. Concerns such as race relations, draft counseling, refusal to pay taxes for war, and suing the federal government when they sought

to collect undue penalties were all outward signs of Gordon's inward experience of the Divine. In these matters, as in meetings for business, Gordon followed his moral compass, expressing his views plainly, eloquently, perhaps with a touch of humor, while, in tone and discourse, demonstrating his friendly regard for those of differing views and for the group process. He and Edith would report with relish the amiable relationships that developed at times through their exchanges with tax collectors.

Gordon liked to say that he had four careers: secondary school teacher and coach; free lance writer; college professor of literature; and Quaker work. His service among Friends included two years on the staff of QUNO, eight years as Executive Secretary of FWCC Section of the Americas, clerk of NEYM and board member for numerous Quaker organizations. He continued to write throughout his life, focusing frequently on Quaker topics. Gordon's pamphlet, "Introduction to Quakers," is a mainstay in many meetings and among other writings will carry on his legacy in continuing to welcome and challenge Friends and inquirers.

Gordon was a recorded minister in Friends' tradition and his public ministry was treasured as it arose in meetings for worship and in speaking at Friends' gatherings. Grounded in his deep personal faith, Gordon often drew on poignant personal stories of those he encountered to illuminate glimpses of the divine principle in action. In a quieter ministry he was mentor to many. Gordon worked on meeting committees and projects with the same exuberance he traveled the globe. He and Edith were instrumental in renewal of Friends' meetings on Cape Cod. When the Browne family joined together as neighbors on "the Hill" in Peacham, the worship group and Plainfield Meeting were witness to the deep regard and love the Browne family held for each other and for their multi-layered understanding of Friends' culture and process. Gordon's legacy is a river both deep and wide.

Gordon was born in St. Louis, Missouri, graduated from the St. Louis Country Day School and Harvard College, and did graduate work at Washington and Northwestern Universities. He and Edith Carlton were married from 1945 until her death in November 2001. They have six children, 14 grandchildren, and five great grandchildren. In his last years, he and Patricia Ballou became devoted companions. Before he and Edith moved to Kendal at Hanover, Gordon served on

Kendal's Board. From the time they took up residence at Kendal, he was an active member of the community, serving for a time as president of the Residents Council.

At the end, Gordon offered an inspiring addendum to a lifetime of witness. As Alzheimer's disease began to take its toll, he accepted the difficulties with grace, responding positively to the sense of the family and staff when it came time to move from his apartment to the Health Center. He remained serene in his new surroundings. No longer able to recall friends' names or to follow a train of thought, his habitual warm regard for others, touch of humor, appreciation and captivating smile continued to give joy to others.

## Memorial Minute for Finley Perry

Finley Perry, a beloved founder and elder of Wellesley Friends Meeting and a lifelong member of New England Yearly Meeting, died on August 17, 2009. A devoted husband and father, a hardworking and diligent attorney, a man who led by example rather than rhetoric, he was a role model for us, the kind of Quaker we aspire to be.

Finley was born on July 15, 1917, the son of Arthur and Rebecca Perry, both of whose families had been Quakers for generations. He grew up in the New England Yearly Meeting of Friends, the Wilberite branch of New England Friends, also known as the smaller body, which his grandfather and then his uncle Henry Perry clerked. Finley's father and paternal grandfather were investment bankers, as were two of his uncles, but Finley knew as a boy that he wanted to attend law school. He was graduated from Harvard College in 1938, where he studied history under Paul Buck, and entered Harvard Law School directly, where he was influenced by Arthur Scott. When the United States entered World War II, Finley journeyed to Philadelphia, hoping to work for the American Friends Service Committee. While there he met a Quaker soliciting workers for the Office of Price Administration, which controlled prices and rationing. He served there until the war ended, thus participating in the war effort in a way that could satisfy his conscience.

Meanwhile Finley met Sylvia Stokes at a party. Actually he had known her for a long time, for his uncle and her aunt were married. They courted while she was a student at Vassar College and married upon her graduation in 1944. What a marvelous couple they made! Sylvia loved to talk (and people loved to talk with her) while Finley was more reserved. Despite their different personal styles, their friendly and funny presence was a blessing to all that knew them. They had four children: Finley Jr., Sandy, Faith, and Tom.

Finley joined the law firm of Johnson and Clapp and practiced there for forty two years. He worked in probate law, trusts, wills and estates, and personal income tax law.

Finley and Sylvia attended Friends Meeting at Cambridge for a few years after the war, but, living in Dover, found it a long commute. Meanwhile some Friends in the Wellesley area had not been attending Cambridge Meeting during the war due to gas rationing. After some fits and starts, in 1951 they began to build a meeting in Wellesley. They were encouraged to do so by George Selleck, the executive secretary of Cambridge Meeting and Seal Thompson, the spiritual leader of Wellesley Friends. In 1958 Wellesley became a monthly meeting. Finley and Sylvia were enthusiastic participants in these activities and offered leadership whenever asked.

Wellesley Meeting purchased the property on Benvenue Street in 1965 and in the 1990s raised funds for a new meetinghouse. Finley helped lead the effort to raise funds for



these endeavors. Meanwhile he served the meeting as Presiding Clerk, Treasurer, and member of Ministry and Counsel. Finley and Sylvia moved into their rambling house in Dover in 1959 and were pleased to offer it as the site of Wellesley's annual party welcoming the end of the school year. Sylvia and Finley believed they should attend every event at Wellesley Meeting, thus serving as something of an anchor for us.

Finley's role in New England Yearly Meeting was central. He attended every session but one after 1945 until he was no longer able to do so. He served as Clerk of Permanent Board and the old Executive Council. In the 1950s he served five years as treasurer at a time when the treasurer was expected to handle all the bookkeeping. He served on the following committees for Yearly Meeting: Finance, New England Friends Home, FUM Board of Stewardship and Finance, Moses Brown School and Lincoln School committees, Executive Council, Ad-Hoc Friends Retirement Needs, Board of Directors of the Massachusetts Council of Churches, Friends Camp, Permanent Board, Aging, and Ministry and Counsel.

When Finley completed his many tasks for us, we knew he had been thorough and meticulous and had done it right the first time. He was very pleased when Sylvia accepted the position of Presiding Clerk of New England Yearly Meeting in 1979 and offered her a good deal of support.

Sylvia died suddenly a few days after the dawn of the millennium. Finley soon moved to North Hill in Needham. Finley assured people that nobody ever met a mate there. He had to eat his words when he was discovered walking across the expanse of North Hill to court Mildred Patterson. In 2002 they joyfully married. Mil died in 2005.

Kind, generous, thoughtful, Finley could in a few words cut to the nub of a problem and offer a solution. For many younger Friends he epitomized the ideal Quaker and served as a role model. Yet he never called attention to himself and never seemed to need recognition for his substantial achievements. A memorial meeting was held at the Wellesley Friends Meeting Meeting house on September 12, 2009. We hope that our lives will honor his memory.

Approved, Wellesley Friends Meeting, October 8, 2009

David R. Haines, Clerk

Arthur Howland Brinton  
1906 – 2009

Arthur Brinton was born on December 9<sup>th</sup> at Glenrose, Pennsylvania, a farming community about 35 miles west of Philadelphia. His parents were Quakers Eleanor (Fisher) Brinton, who had immigrated from Ireland via Argentina, and David Brinton, descended from generations of Quaker landowners and farmers in that area. Arthur was the third of four children. He spent his young years at Glenrose where his father was agricultural entrepreneur, miller, and postman, with other jobs and duties normal to a rural setting. Arthur was home-schooled through the elementary curriculum and then attended Westtown School, a Quaker boarding (secondary) school near Philadelphia.

Arthur remembered having no further educational plans after leaving Westtown, but a family friend suggested to him that he might attend college to become a teacher. And so between the ages of 19 and 24 he attended and graduated from Haverford College, a Quaker institution just west of Philadelphia, earning a B.A. in English literature.

Upon graduation in 1932 he secured a position at George School, a Quaker boarding school in Bucks County north of Philadelphia, teaching English. He taught at George School until retiring in 1971. He took time away from George School to obtain his M.A. at Yale in the 1930s and during World War II for his Alternative Service in Ohio.

At the school, he was in charge of the Orton (freshman) dormitory for boys, and was nicknamed by them “The Baron.” During his bachelor years at George School, Arthur had a reputation as a spiffy dresser and drove a sporty Ford convertible. Arthur coached the G.S. junior-varsity soccer team for decades. In 1939 he met Kate Keith Durfee, a newly hired mathematics teacher from upstate New York, and a year later they were married. Living on the George School campus for his entire career, he and Kate raised four children and Clara M. Coan, a foster daughter.

In 1943 and 1944 Arthur and Kate lived in Cincinnati, Ohio, for his Alternative Service. They were managers of a halfway house for Japanese-American families who had been released from internment camps. Since the Japanese-Americans had been uprooted from their old homes, one of Arthur and Kate’s jobs was to help them find housing and to survive until they got their lives back together and could move on. The hostel in Cincinnati was more home-like than many others in similar programs. Residents there were encouraged to keep gardens and grow vegetables, which helped financially and allowed everyone to have enough to eat. The friendships formed during those times have lasted over 50 years.

In the summer of 1949 Arthur accompanied the first George School Summer Workcamp group to (West) Germany, part of a Quaker-inspired effort to heal the wounds of war. The American students lived and worked in a small reconstruction project together with students from the Jacobi Gymnasium school in Düsseldorf. George School also participated in the post-war student exchange program in which young Americans had a chance to change places with students from Germany or France for one year. In 1958

Arthur and Kate encouraged their eldest son Keith to join the program for his high school junior year in France.

In 1940 Arthur and Kate bought Wenlock Edge, a farm property outside of Ludlow, Vermont, where they spent every summer enjoying life without the benefits of running water, electricity or telephone, and cooking on a wood stove. After retirement in 1971, they had the house renovated to include plumbing, electricity, telephone and central heat, and moved there permanently. However, they retained and used their wood cookstove for some 35 more years.

During the 1970s Arthur and Kate participated in local peace activities in Vermont. They were founding members of Wilderness Friends Meeting and later, the Black River Coop. Arthur also served as president of the Black River Historical Society in Ludlow for a few years.

Arthur not only taught English, but also was interested in language in general and brought this interest into his daily life. He read the works of French essayist Montaigne for pleasure, inquired about the etymology of words, and enjoyed the richness of Chaucer's language. He enjoyed puns and limericks. He and Kate attended dramatic and artistic productions in Hanover, NH. In his daily life he espoused simplicity and modesty. Even his college yearbook mentions his aversion to raising his voice. A lifelong Quaker, he did not feel it appropriate to urge his beliefs on others, but displayed his nonviolent beliefs in his own behavior.

In the year 2001, with health failing, Arthur moved to a small local nursing home where he lived, with only two interruptions, until his death on 19 August, 2009.

Arthur Brinton is survived by four children: Keith in Davis, CA; Anne in Brooktondale, NY; Daniel in Ludlow, VT; Erica in Norwich, VT; seven grandchildren and three great-grandchildren.