

**AMENDED AND RESTATED BYLAWS**

**OF**

**SAINT PHILIP HOUSE, INC.**

ARTICLE I

Name and Offices

1. Name. The name of the Corporation is SAINT PHILIP HOUSE, INC.
2. The purposes of the Corporation are as set forth in its Certificate of Incorporation, a copy of which is attached hereto.
3. Offices. The principal office of the Corporation shall be within the Town of Plainville, Connecticut at such place as the Board of Trustees may from time to time designate.

ARTICLE II

Trustees

1. Authority and Number. The activities and affairs of the Corporation shall be managed by a Board of Trustees. The Board of Trustees shall consist of not less than three (3) and not more than fifteen (15) Trustees, each of whom shall be an individual who is active and diligent in meeting the obligations of a trustee, who is committed to promoting and supporting the welfare, success, and purposes of the Corporation. A Trustee need not be a resident of Connecticut. The number of Trustees in office at any time shall constitute the number of Trusteeships of the Corporation, which number shall be deemed to have been determined by resolution of the Board of Trustees.
2. Election and Term of Trustees. The board of Trustees shall be a staggered board, divided into three groups. The initial Trustees shall be appointed by the incorporator for the

terms set forth in the minutes of the incorporation organizational meeting. Thereafter, at each annual meeting of the board of Trustees, the then acting Trustees shall elect or re-elect Trustees to replace those Trustees whose terms are expiring, each Trustee thereafter to serve a term of three years and until his or her successor is elected. If the number of Trustees is changed by the board of Trustees in accordance with the bylaws, any increase or decrease shall be apportioned among the classes of Trustees so as to maintain the number of Trustees in each class of Trustees as nearly equal as possible.

3. Resignation or Removal. Any Trustee may resign at any time by giving written notice of such resignation to the Secretary of the Corporation. If no effective date is stated, the resignation shall be effective upon receipt. Acceptance of the resignation shall not be necessary to make it effective. Any Trustee may be removed with or without cause by the vote of the Board of Trustees at any meeting upon vote of two-thirds (2/3) of the Board of Trustees. Notice of the proposed removal shall be given to the Trustee in question at least ten (10) days prior to the meeting at which the matter will be voted upon by the Board. Notice to the board of Trustees shall be provided in accordance with Article II, Section 5, *below*.

4. Vacancies. Any vacancy in the Board of Trustees may be filled by the Board of Trustees. Such vacancies shall be filled for the unexpired portion of the term.

5. Regular and Special Meetings. Regular meetings of the Board of Trustees shall be held at such times as the Board of Trustees shall from time to time determine. Special meetings of the Board of Trustees may be called by the President and must be called by the President upon the written request of any three (3) members of the Board of Trustees. .

6. Notice of Meetings. Written or oral notice of all meetings of the Board of Trustees except as otherwise provided, shall be served personally or by mail or other electronic

means upon each Trustee not less than seven (7) nor more than fifty (50) days before such meeting and if mailed, such notice shall be directed to each Trustee at such address as appears on the books or records of the Corporation. Such notice may be waived in writing and signed by any Trustee, and delivered to the secretary of the corporation to be included in the minutes of the meeting. A Trustee's attendance or participation in a meeting waives any required notice to him or her unless upon arrival the Trustee objects to the holding of the meeting, or any business to be transacted.

7. Action Without Meeting. Any action which may be taken at a meeting of the Board of Trustees may be taken without a meeting if consent in writing, setting forth the action so taken or to be taken, is signed by all Trustees. A Trustee's consent may be withdrawn by revocation signed by the Trustee and delivered to the corporation prior to the delivery of unrevoked written consents signed by all the Trustees.

8. Trustee Participation in Meeting by electronic or other means. A Trustee or a member of a committee of the Board of Trustees may participate in a meeting of the Board of Trustees or of such committee by means of conference telephone or similar communications equipment enabling all Trustees participating in the meeting to hear one another, and participation in a meeting pursuant to this subsection constitutes presence in person at such meeting.

9. Chairman. At all meetings of the Board of Trustees, the President shall preside., In the absence of the President, the Vice President shall preside. .

10. Quorum; Corporate Action. At all meetings of the Board of Trustees one-third of the number of Trustees entitled to vote shall be sufficient to constitute a quorum for the transaction of business; provided, however, that in any event a minimum of three Trustees shall

be required for a quorum. The act of a majority of the Trustees entitled to vote present and voting at any meeting at which there is a quorum shall be the act of the Board of Trustees.

11. Compensation. Trustees shall not receive any compensation for their services as Trustees.

12. Minutes. The secretary shall record the minutes of each meeting of the board of Trustees and upon adoption by the board, shall retain such minutes in the permanent records of the corporation.

### ARTICLE III

#### Committees

1. Creation. The Board of Trustees may designate, at any meeting of the Corporation, one or more Trustees to constitute standing or *ad hoc* Committees of the Board, including but not limited to a nominating committee. Each Committee shall select from among its number a Chairman. In addition, to the foregoing Committees, the Board of Trustees or the President may appoint one or more Trustees and/or one or more other persons, not Trustees, to serve as one or more advisory committees, but which shall have no power to exercise any power of the Board of Trustees, and the provisions of sections 3, 4 and 5 of this Article shall not apply to such advisory committees.

2. Powers. A Committee shall have such functions and may exercise such power of the Board of Trustees as may be delegated lawfully and as provided in the resolution or resolutions creating such Committee or Committees; provided, however, that the creation of such Committee or Committees shall not operate to relieve the Board of Trustees, any individual

Trustee, or the Officers of any responsibility imposed on such persons by law. Notwithstanding any provision of this Article or these Bylaws to the contrary, no Committee shall have power to:

- (a) Fill vacancies on the Board of Trustees or any of its Committees.
- (b) Amend the Certificate of Incorporation.
- (c) Adopt, amend, or repeal the Bylaws.
- (d) Approve a plan of merger, approve a sale, lease, exchange or other

disposition of all, or substantially all, of the property of the Corporation, other than in the usual and regular course of affairs of the Corporation.

- (e) Approve a proposal to dissolve the Corporation.

3. Vacancies. Vacancies on Committees shall be filled by the Board of Trustees.

4. Meetings, Notices, and Quorum. All Committees other than advisor committees shall have the same requirements for:

- (a) Meetings and Notices
- (b) Quorum, and
- (c) Action Without a Meeting as those set forth in Article III with respect to

the conduct of business by the Board of Trustees, except that Committees shall not be required to hold annual meetings.

5. Minutes. Each Committee shall keep regular minutes of its proceedings and report the same to the Board of Trustees, and such minutes shall be retained with the permanent records of the Corporation.

6. Standards of conduct. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Trustee with the standards of conduct described in Section 33-1104 of the Connecticut Revised Nonstock Corporation Act.

## ARTICLE IV

### Officers

1. Number. The officers of the Corporation shall be the President, Vice President, Secretary, and Treasurer, and such other officers, with such powers and duties not inconsistent with these Bylaws, as may be appointed and determined by the Board of Trustees.

2. Election, Term of Office, and Obligations. Elections of officers shall be conducted by the Board of Trustees. Officers shall serve one (1) year terms. An officer must be a Member of the Board of Trustees.

3. Term Limits. The offices of President, Vice President, Treasurer, and Secretary shall be limited to a maximum of three consecutive one (1) year terms. Individuals holding these offices may run for the same or another elected office after one (1) year out of office.

4. Vacancies. In the event any office of the Corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the Board of Trustees may elect an officer to fill such vacancy, and the officer so elected shall hold and serve until the next succeeding annual meeting of Trustees, or until the election and qualification of his or her successor.

5. President. The President shall preside at all meetings of the Board of Trustees. The President shall have general charge and supervision of the affairs of the Corporation.

6. Vice President. In the absence of the President, or the inability or refusal of the President to act, the Vice President shall preside at meetings and shall carry out such duties as may be determined by the Board of Trustees from time to time.

7. Secretary. The Secretary shall have charge of books, documents, permanent records, and papers of the Corporation as the Board of Trustees may determine and shall have

the custody of the corporate seal. The Secretary shall perform all the duties incident to the office of secretary, subject to the control of the Board of Trustees, and shall perform such other duties as may be assigned by the Board of Trustees, including but not limited to giving or causing to give notice of meetings and actions in accordance with these bylaws or as required by law

8. Treasurer. The Treasurer shall have the custody of all funds, property, and securities of the Corporation, subject to such regulations as may be imposed by the Board of Trustees. The Treasurer shall enter regularly into the statements of account of the Corporation, to be kept by him or her for the purpose, full and accurate account of all moneys and obligations received and paid or incurred for or on account of the Corporation, and shall exhibit such statements of account to any Trustee on application at the offices of the Corporation. The Treasurer shall have general oversight of the finances of the organization, which shall include, without limitation: Participation in the Financial Audit meeting annually; Review/discuss budget variances with the Executive Director prior to each Board of Directors meeting; and other oversight of the organizations finances, books and records.

9. Compensation. The officers shall receive no compensation for their services as officers.

10. Resignation and Removal. Any officer may resign at any time by giving written notice of resignation to the Secretary. Unless the written notice specifies a later effective date, the resignation shall be effective when the notice is delivered to the board of Trustees. Any officer may be removed from office with or without cause by the Board of Trustees at any regular or special meeting called for that purpose.

## ARTICLE V

### Honorary Designations

The Board of Trustees may designate certain persons, institutions, organizations, societies or corporations as sponsors, benefactors, contributors, advisors or friends of the Corporation or such other title as the Board of Trustees shall deem appropriate. Such persons, institutions, organizations, societies or corporations shall serve in an honorary capacity and shall have no membership rights in the Corporation, nor will they be subject to any liability resulting from the actions of the Corporation or the Board of Trustees.

## ARTICLE VI

### Prohibition Against Sharing in Corporate Earnings

No member, trustee, officer, or employee of, or member of a committee of, or person connected with, the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Trustees; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. All members of the Board of Trustees shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, shall be conveyed and paid over to such one or more organizations selected by the Board of Trustees, each of which at the time of such grant qualifies as an exempt organization under Section 501(c)(3) of the US Internal Revenue Code (hereinafter "the Code"), and each of which maintains purposes and engages in activities deemed by the Board of Trustees to be consistent with the purposes of the Corporation, in such



proportion and for such exclusively charitable or educational purposes as the Board of Trustees may determine, or as may be determined by a court of competent jurisdiction upon application of the Board of Trustees.

## ARTICLE VII

### Conflicts of Interest

The organization, its Trustees and Officers shall comply with the Conflict of Interest Policy attached to these bylaws as an appendix. The Trustees may, from time to time, amend the Policy either through unanimous written consent or by a majority as defined by these bylaws during the course of an ordinary or special meeting of the Board.

## ARTICLE VIII

### Amendments

The Bylaws can only be amended by the affirmative vote of two-thirds of the Board of Trustees in attendance at a regular or special meeting at which a quorum is present.

## ARTICLE IX

### Miscellaneous

1. Fiscal Year. The fiscal year of the Corporation shall end on the lastday of September, unless otherwise altered by the Board of Trustees.
2. Accountants. The Board of Trustees shall appoint an auditor or qualified accountant for a one-year term, for purposes of auditing the prior year's statements of accounts.

Before the Annual Meeting of the Board of Trustees, the accounts of the Corporation shall be duly audited by a certified public accountant.

3. Approved Signatures. All checks, drafts and other orders for the payment of money shall be signed by any officer, officers, agent, or agents as shall be thereunto authorized by the Board of Trustees at a regular or special meeting, or by a unanimous written resolution in lieu of a meeting. In the event of a transaction exceeding the signatory's authority in value, the transaction will be approved by the Board of Trustees by prior to the execution, either at a regular or special meeting, or by a unanimous written resolution in lieu of a meeting.

4. Contracts and Debts. Contracts may be entered into or debts incurred only as directed by resolution of the Board of Trustees or by its appointed delegate. When the execution of any contract or other instrument has been authorized by the Board of Trustees without specification of the executing officer, the President, the Treasurer, or the Executive Director may execute the same in the name of and on behalf of the Corporation.

5. Contributions, Gifts and Bequests. Contributions, gifts, and bequests may be accepted by the Corporation in accordance with its policies and upon approval by the Board of Trustees. Unless otherwise designated by the donor or otherwise prescribed by statute or law, such gifts, bequests or contributions shall be utilized at the discretion of the Board of Trustees.

6. Seal. The Board of Trustees may adopt a seal. In which case, the seal of the Corporation shall be circular in form and shall bear on its outer edge the words "SAINT PHILIP HOUSE, INC." and in the center the words "Seal" and "Connecticut". The Board of Trustees may change the form of the seal or the inscription thereon at any time. As provided in Article IV, Section 7, above, the secretary shall have custody of the seal.

## Appendix A

### **CONFLICT OF INTEREST**

The conflict of interest policy is designed to help directors, officers and employees of **St. Philip House** identify situations that present potential conflicts of interest and to provide **St. Philip House** with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a director, officer or employee has or may have a conflict of interest with respect to the transaction.

1. Definitions.

- A. A “Conflict of Interest” is any circumstance described in Part 1 of this Policy.
- B. A “Responsible Person” is any person serving as an officer, employee or member of the Board of Directors of **St. Philip House**.
- C. A “Family Member” is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- D. A “Material Financial Interest” in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person’s or Family Member’s judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- E. A “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by **St. Philip House**. The making of a gift to **St. Philip House** is not a Contract or Transaction.

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

A. Outside Interests.

- (i) A Contract or Transaction between **St. Philip House** and a Responsible Person or Family Member.
- (ii) A Contract or Transaction between **St. Philip House** and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.

B. Outside Activities.

- (i) A Responsible Person competing with **St. Philip House** in the rendering of services or in any other Contract or Transaction with a third party.
- (ii) A Responsible Person’s having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an

entity or individual that competes with **St. Philip House** in the provision of services or in any other Contract or Transaction with a third party.

- C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:
- (i) Does or is seeking to do business with, or is a competitor of **St. Philip House** ; or
  - (ii) Has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from **St. Philip House**;
  - (iii) Is a charitable organization operating in Connecticut; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of **St. Philip House**.

3. Procedures.

- A. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the Board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- E. Responsible Persons who are not members of the Board of Directors of **St. Philip House** , or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the President or the President's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect **St. Philip House** participation in such Contract or Transaction.

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

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

5. Review of policy.

- A. Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
- B. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to **St. Philip House**. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the President, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- C. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

**St. Philip House Policies & Procedures**

Effective Date: \_\_\_\_\_ Page: \_\_\_\_\_ of \_\_\_\_\_  
Status: New: \_\_\_\_\_ Replaces Document: \_\_\_\_\_  
Authorized Signature/Title: \_\_\_\_\_

**St. Philip House  
CONFLICT OF INTEREST INFORMATION FORM\***

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

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest {as defined in the St. Philip House Policy on Conflicts of Interest) arising.

*I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of St. Philip House that is currently in effect.*

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

\*To be signed and filed with the Executive Director annually.

## Appendix B

### CODE OF ETHICS

This Code of Ethics is the policy of **St. Philip House** and expresses fundamental values. Accordingly, this Code guides the conduct of all board, employees and volunteer representatives and is intended to foster adherence to the highest professional and ethical standards in all that we do on behalf of **St. Philip House**. This Code of Ethics is examined and updated periodically, and is approved by the Board of Directors.

#### PERSONAL INTEGRITY

- Respect and seek out the truth and avoid misrepresentation.
- Ensure fairness and objectivity in all activities.
- Set an example, as board, employees and volunteers, for high standards of professionalism.
- Honor the right of privacy of all people, including co-workers, volunteers, contributors, and beneficiaries.

#### St. Philip House Management:

- Encourages employee development, and communicates effectively with personnel to help them achieve their goals and increase their self-esteem through job enrichment.
- Evaluates employees on a fair and consistent basis, so that all employees know what is expected of them and how they are progressing toward fulfilling expectations.

#### St. Philip House Employees:

- Strive to meet performance standards at the highest level.
- Encourage growth and self-improvement in themselves and their co-workers.
- Refuse to engage in or tolerate any fraud, misuse, abuse or waste of **St. Philip House** resources.
- Exhibit respect for board, volunteers, co-workers and all those with whom the employee comes into contact.

#### ACCOUNTABILITY AND EFFICIENCY

- Make full and fair disclosure of all information to contributors and donors, who have a right to know how their dollars are spent.
- Spend contributors' and donors' money wisely, effectively and objectively.

#### RESPONSIBILITIES TO VOLUNTEERS

- Support volunteers so they can perform- to the highest level of their contribution and personal satisfaction.

- Treat all volunteers with fairness, equity and respect, providing appropriate mechanisms for their views and interests to be expressed.
- Involve volunteers at appropriate levels and phases of the decision-making process.
- Assist in the development and the understanding of the roles of volunteers and employees; set clear standards of performance for volunteers, and appropriately recognize their contributions.

### **RESPONSIBILITIES OF VOLUNTEERS**

- Review the Code of Ethics of **St. Philip House** and ensure that adherence to the spirit of the Code when making policy or otherwise managing the affairs of the organization. Do not knowingly take any action or make any statement intended to influence the conduct of **St. Philip House** in such a way as to confer any financial benefit on such volunteers, their immediate family members, or any corporation in which they or their family members have a significant interest as stockholders, directors, or officers. Disclose and review potential conflicts in advance whenever possible.

### **VENDOR RELATIONS**

- Afford all vendors the opportunity to offer or qualify their products or services on a competitive basis.
- Conduct all competitive bidding in a fair and professional manner, giving no special preferences or advantages to any vendor.

### **RESPONSIBILITIES TO CONSUMERS/CLIENTS**

- To be treated with respect, dignity, consideration, and compassion.
- To receive services free of discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, class, sexual orientation, physical and or mental ability.
- To be informed about all services and options available.
- To withdraw voluntary consent to participate in the program, but thereby no longer eligible for St. Philip House services.
- To have medical records and case management records be treated confidentially.
- To have information released only in the following circumstances: (a) When a written release of information is signed; (b) When there is a medical emergency; (c) When a clear and immediate danger exists; (d) When there is possible child or elder abuse; (e) When ordered by a court of law.
- To file a grievance about services received or denial of services.
- To not be subjected to physical, sexual, verbal and/or emotional abuse or threats.



## **EQUAL OPPORTUNITY**

- Respect all co-workers, volunteers and all other individuals without regard to race, color, religion, creed, age, sex, national origin or ancestry, marital status, veteran status, sexual orientation, gender preference or expression, or status as a qualified disabled or handicapped individual.
- Support affirmative action and equal employment opportunity programs throughout **St. Philip House**.
- Refuse to engage in or tolerate in others any form of harassment, sexual or otherwise, as provided in the organization's policy against harassment.

## **CONFLICT OF INTEREST**

- Employees shall avoid any activity or outside interest which conflicts or appears to conflict with the best interest of **St. Philip House**, including involvement with a current or potential **St. Philip House** vendor, grantee, or competing organization, unless disclosed to and approved by the Executive Director.
- Members of the Board of Directors shall disclose at least annually any potential conflicts of interest by completing the appropriate forms.

## **PERSONAL GAIN**

- Do not use **St. Philip House** resources for personal gain.
- Do not solicit or accept gratuities, gifts or favors, other than promotional gifts of nominal value.

## **SOLICITATIONS**

- Do not solicit or distribute literature for purposes inconsistent with the **St. Philip House** mission on **St. Philip House** premises.
- Do not use **St. Philip House** working time for non-St. Philip House purposes.

## **CONFIDENTIAL INFORMATION**

- Ensure that all information which is confidential or privileged or which is not publicly available is not disclosed inappropriately.

**DISCLOSURE**

**St. Philip House** board members, employees and volunteers are obligated to disclose any violations or perceived breaches of the Code of Ethics of which they are aware. Disclosure should be made to the Executive Director and/or the President of the Board. Any reported breaches will be investigated and appropriate action, if needed, will be taken. **St. Philip House** encourages all employees, and volunteers to be prompt, open, and forthright in reporting perceived breaches to the Code of Ethics.

**SIGNATURE**

I have received, read and understood the **St. Philip House** Code of Ethics.

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(Printed) Name

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Signature

Date