

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RENSSELAER

GEORGE W. CRISS III, DAVID A. GLOWNY, JOHN
A. KROB, THEODORE F. MIRCZAK, JR., JAMES
NAPOLITANO, JOSEPH TEMPLIN, PETER
VANDERMINDEN, AND PETER VANDERZEE,

Plaintiffs,

- against -

THE RENSSELAER ALUMNI ASSOCIATION,

Defendant.

Index No. 2019-263996

Hon. Andrew G.
Ceresia

**DEFENDANT'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFFS'
MOTION BY ORDER TO SHOW CAUSE FOR A PRELIMINARY INJUNCTION
AND IN SUPPORT OF ITS CROSS-MOTION TO PARTIALLY DISMISS THE
COMPLAINT**

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PRELIMINARY STATEMENT

This memorandum is submitted on behalf of defendant, The Rensselaer Alumni Association (“RAA”), in opposition to plaintiffs’ motion by order to show cause for a preliminary injunction, and in support of RAA’s cross-motion to partially dismiss the complaint.

Preliminarily, the lengthy Affidavit of John A. Krob in support of plaintiffs’ motion represents a myopic, even egocentric, view of the RAA and lends little assistance or guidance to the Court in determining the only issue before it—whether the RAA properly scheduled the election for September 28, 2019 (“Election”). The facts, stripped of plaintiffs’ hyperbole, are not in dispute. Critically, and notwithstanding the tone of plaintiffs’ moving papers, the Election was properly noticed. Nevertheless, the New York State Not-for-Profit Corporation Law (“N-PCL”), affords Plaintiffs with the exclusive remedy to challenge elections. The request for a preliminary injunction is simply an improper litigation tactic.

Moreover, since three of the five claims in which Plaintiffs’ seek relief in their complaint fail to state a cause of action, they must be dismissed. As to the remaining claims, the RAA has proceeded to amend its By-laws, and therefore once amended, the Complaint should be dismissed in its entirety.

ARGUMENT

POINT I

PLAINTIFFS HAVE FAILED TO MEET THE HEAVY BURDEN OF ESTABLISHING THEIR ENTITLEMENT TO A PRELIMINARY INJUNCTION

“It is well settled that [p]reliminary injunctive relief is a drastic remedy [that] is not routinely granted.” *Delphi Hospitalist Servs. LLC v. Patrick*, 163 A.D.3d 1441,1441 (4th Dep’t

2018) (alterations in original internal quotation marks and citation omitted); *1234 Broadway LLC v. West Side SRO Law Project*, 86 A.D.3d 18, 23 (1st Dep't 2011). Because it "substantially limits a defendant's rights," a preliminary injunction "require[es] a special showing." *Id.* at 23. "A movant's burden of proof on a motion for a preliminary injunction is particularly high." *Council of City of N.Y. v. Guiliani*, 248 A.D.2d 1, 4 (1st Dep't 1998). "[A] party seeking the drastic remedy of a preliminary injunction... must establish a clear right to that relief under the law and the undisputed facts upon the moving papers." *1234 Broadway LLC*, 86 A.D.3d at 23 (internal quotation marks and citation omitted); *see also Doe v. Axelrod*, 73 N.Y.2d 748, 750 (1988) (all of the elements of a preliminary injunction must be demonstrated by "clear and convincing evidence"); *O'Hara v. Corporate Audit Co.*, 161 A.D.2d 309, 310 (1st Dep't 1990) (holding that the burden is on the moving party to make a "clear showing of necessity and justification" before a preliminary injunction should issue).

Plaintiffs must present such clear and convincing evidence to establish all three of the following elements for a preliminary injunction: "(1) a likelihood of ultimate success on the merits; (2) the prospect of irreparable injury if the provisional relief is withheld; and (3) a balance of equities tipping in the moving party's favor." *Axelrod*, 73 N.Y.2d at 750, *see also Aetna Ins. Co v. Capasso*, 75 N.Y.2d 860 (1990). Moreover, clear and convincing evidence means just that — evidence. The showing of clear and convincing evidence of each element must be established "through the tender of evidentiary proof" *Delphi Hospitalist Services*, 163 A.D.3d at 1442 (internal quotation marks and citation omitted). Conclusory allegations with no evidentiary detail will not suffice. *See, Genesis II Hair Replacement Studio, Ltd. v. Vallar*, 251 A.D.2d 1082 (4th Dep't 1998). An application for a preliminary injunction must be denied where the moving party fails to submit the requisite "factual evidentiary detail."

Glazer v. Brown, 55 A.D.3d 1385, 1385 (4th Dep't 2008)(internal quotation marks and citation omitted). Where a party bears a burden of proof with respect to factual assertions, allegations advanced upon information and belief are not competent evidence. See *Wood v. Nourse*, 124 A.D.2d 1020 (4th Dep't 1986).

Of particular application here, New York State Courts have universally held that when the facts necessary to establish Plaintiffs' causes of action are in sharp dispute, a preliminary injunction must be denied. *Holdsworth v. Doherty*, 231 A.D.2d 930 (4th Dep't 1996); *Sutton, DeLeeuw; Clark & Darcy v. Beck*, 155 A.D.2d 962 (4th Dep't 1989); *Faberge Int'l. Inc. v. Di Pino*, 109 A.D.2d 235 (1st Dep't 1985); *Eastman Kodak Co. v. Carmosino*, 77 A.D.3d 1434 (4th Dep't 2010).

A. Plaintiffs have not established that they are likely to succeed on the merits

Plaintiffs have entirely failed to come forward with competent evidentiary proof in order to meet their burden of clear and convincing evidence to show a likelihood of success on the merits for any of their purported cause of action against RAA, let alone, that the Election should be enjoined. There is simply no basis or need for a preliminary injunction. As set forth in the Affidavit of Kareem I. Muhammad, sworn to on September 9, 2019 ("Muhammad Aff."), all of the required procedural predicates to the Election have been met. Thus, the likelihood of the ultimate success on the merits is completely lacking.

In a desperate effort to support an injunction, Plaintiffs spend countless pages discussing the following alleged issues: (a) failure to hold annual meetings; (b) illegal nomination and election processes; (c) illegal and invalid December 2018 election, and (d) an refusal to allow members to bring a legitimate challenge to the election. No matter how they attempt package it, none of their allegations or claims identify *any* irregularities with

the Election. Nevertheless, N-PCL § 618 is the exclusive remedy for challenging a not-for-profit's election's validity, and provides the relief, should a challenge be necessary. *See Nat'l Church of God of Brooklyn, Inc. v. Carrington*, No. 509550/17, 56 Misc. 3d 1215 (A), 2017 WL 3481973(Sup. Ct. Kings Cty. Aug. 11, 2017). Furthermore, while RAA denies any irregularity with the December 2018 Election, any challenge to it now is time barred. Challenges to an election's validity under N-PCL § 618 are governed by a four-months statute of limitations pursuant to C.P.L.R § 217, which is measured from the date when the election becomes final. *See* N.Y. C.P.L.R. § 217(Westlaw through L. 2019, ch. 245), *Nat'l Church of God of Brooklyn, Inc., v.* 2017 WL 3481973; *In re Uranian Phalanstery 1st N.Y. Gnostic Lyceum Temple v. Reab*, 155 A.D.2d 302, 303 (1st Dep't 1989); and *Lal v Shri Guru Ravidas Sabha of N.Y. Inc.* No. 4629/08, 20 Misc. 3d. 1133(A), 2008 WL 3521111 (Sup. Ct. Queens Cty. Aug. 7, 2008) (In which the court noted that the proper method to test the validity of an election is *not within the context of an action* but rather a special proceeding pursuant to N-PCL 618. Citing *Esformes v. Brinn*, 52 A.D.3d 459 (2d Dep't 2008)).

Moreover, any challenge to the 2018 Election fails since the complaint does not allege compliance with N-PCL § 618, which explicitly requires service upon each of “the persons declared elected” at the contested elections. N.Y. Not-for-Profit Corp. Law § 618 (Westlaw through L. 2019, ch.245).

B. Plaintiffs will not be irreparably harmed.

To succeed on its motion, Plaintiffs must also demonstrate that “preserve[ing] the status quo” so as to prevent injury caused by the alleged conduct sought to be enjoined in the complaint,” warrants the grant of this extraordinary relief. *See Hussein Env't. Inc. v. Roxborough Apartment Corp.*, No 114295/07, 17 Misc 3d 1130(A), 2007 WL 4145223 at *3

(Sup. Ct. N.Y. Cty. Nov. 21, 2007); *Olympic Tower Condo v. Coccoziello*, 306 A.D.2d 159, 160 (1st Dep't 2003). Here, Plaintiffs not only seek a change in the status quo (i.e. preventing RAA from proceeding with the Election), it has also failed to show that a change in the status quo is required to prevent some unstated irregularity. In addition, Plaintiffs' claimed "injury" is speculative at best and by no means irreparable. There is nothing that precludes Plaintiffs from ensuring it has sufficient support at the election to vote for or against the slate. In addition, Plaintiffs have a remedy to challenge the Election and the RAA should not be held hostage by a minority group of its members. *See* N.Y. Not-for-Profit Corp. Law (Westlaw through L/ 2019, ch.245).

Given Plaintiffs' inability to establish irreparable harm, as discussed above, any possible success on the merits is irrelevant. *Dist. Council 1707 v. N.Y. Ass'n for New Ams., Inc.*, No. 03 Civ. 9536 RCC, 2003 WL 22871926, at *3 (S.D.N.Y. Dec. 4, 2003) (since the plaintiffs were unable to establish irreparable harm, "[p]laintiffs are not entitled to equitable relief no matter how likely their chance of success on the merit.").

C. The balance of equities do not favor the Plaintiffs

Not only do Plaintiffs lack irreparable harm, but the equities balance heavily against preliminarily enjoining the Election. It is well settled that Plaintiffs' must demonstrate "that a balancing of equities to effect substantial justice . . . warrants the grant of this extraordinary relief." *Hussein Env't. Inc.*, 2007 WL 4145223, at *3. Plaintiffs cannot make this showing. Contrary to Plaintiffs' conclusory assertions otherwise, there is absolutely no proof before this court that that the alleged past conditions complained of, present any immediate or irreparable impact on the Election. The award of a preliminary injunction would afford Plaintiffs preferential treatment that would undermine the public interest of not-for-profit corporations to hold elections; would unfairly disadvantage the RAA who

complied with the requisite requirements to hold the Election, and would create uncertainty on the eve of the Election.

POINT II

THE COMPLAINT SHOULD BE DISMISSED IN PART

Plaintiffs' only enumerated cause of action seeks to find five (5) provisions of the RAA's By-laws in violation of its Charter, the Education Law, and the N-PCL as follows:

1. Article III, § 2 stating that Members can only call a special meeting upon the written request of 10% of the RAA's membership, was designed to prevent Members from exercising their right to call special meetings by making it virtually impossible for them to do so ("Claim 1");
2. Article III, § 4, purporting to define a quorum as 100 Members, violates N-PCL § 608 in that it was not approved in accordance with subdivision (c) thereof, "at a special meeting of members at which the quorum requirements application to the corporation immediately prior to the effective date" of the N-PCL or by the Supreme Court through intervention sought in accordance with subdivision (e) ("Claim 2").
3. Article IV § 1, purporting to allow a minimum of 3 Trustees violates Education Law § 226(1) and the RAA's Charter, both which require a minimum of 5 Trustees, and violates Education Law § 226(10) and N-PCL § 602(f) since it contravenes the RAA's Charter ("Claim 3").
4. Article III, §1, Article IV §3, Article V, § (1)(c), and Article VI, § 2 give the Board the sole power to elect Trustees and Officers and fill Board vacancies arising between Annual Meetings, thereby divesting Members of their rights under the RAA Charter to elect Trustees and fill vacancies arising between annual elections and violating Education Law § 226(10) and N-PCL §§ 602(f) and 712(a)(b),(f) ("Claim 4").
5. Article XI, § 1, to the extent it purports to give the Board the sole power to adopt, amend, or repeal the RAA's bylaws, violates N-PCL § 602, which gives Members the right to do so

as well, and gives Members the power to limit the Board's ability to exercise this right ("Claim 5").

See Exhibit A, ¶ 90.¹ For the reasons discussed herein, Plaintiffs fail to state a claim upon which relief can be granted on Claims 1, 2 and 5, and thus, RAA is entitled to partial dismissal of those claims. As to Claims 3 and 4, the RAA has taken steps to amend the By-laws, and upon approval, those claims would be moot and thus, should be dismissed at that time. See Muhammad Aff., ¶¶ 7-9.

A. CLAIMS 1, 2, AND 5 FAIL TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED AND THUS, SHOULD BE DISMISSED

1. Article III, § 2 of the By-laws does not violate the Charter, Education Law or the N-PCL, and thus, Claim 1 has no merit.

Claim 1 alleges that Article III, Section 2 of the By-laws requiring 10% of the membership to call a special meeting violates the Charter and is unlawful, is wholly without merit. Exhibit A, ¶ 90.¹ To the contrary, N-PCl § 603(c) is unequivocal that only ten percent of the total number of votes entitled to cast at such meeting is necessary. N-PCl § 603(c) provides:

Special meetings of the members may be called by the board and by such person or persons as may be authorized by the certificate of incorporation or the by-laws. In any case, such meetings may be convened by the members entitled to cast *ten percent of the total number of votes entitled to be cast at such meeting*, who may, in writing, demand the call of a special meeting specifying the date and month thereof, which shall not be less than two nor more than three months from the date of such written demand.

N.Y. Not-For-Profit Corp. Law § 603 (Westlaw through L. 2019, ch. 245). Since

Article III, § 2 of the RAA By-laws complies in all respects with the requisite ten percent of

¹ Article III, Section 2 provides in part that the "Secretary shall call such a Special meeting upon written request of the President, or a majority of the Trustees, or *ten percent (10%) of Members.*" (emphasis added). Exhibit A, at Ex. B.

the total number of votes necessary to be cast at a meeting required by N-PCL § 603, is not in violation of the Charter and the law, and therefore this claim must be dismissed.

2. Plaintiffs fail to state a claim that Defendant violated N-PCL § 608, and thus, Claim 2 has no merit.

Claim 2 alleges that Article III, Section 4 of the By-laws violates N-PCL § 608 since it was “not” approved in accordance with N-PCL N-PCL § 608(c). Like Claim 1, this does not fare any better.

Critically, Plaintiffs ignore the RAA’s Board’s undeniable authority to amend its By-laws. Under N-PCL § 602(f), a corporation’s “by-laws may contain any provision relating to . . . the rights or powers of its members, directors or officers, *not inconsistent with* this chapter or any other statute of this state or the certificate of incorporation”. N.Y. Not-for-Profit Corp. Law §602.603,608 (Westlaw through L. 2019, ch.245). (emphasis added). Moreover, the RAA’s Absolute Charter vests authority *in the Board* to, among other things, adopt by-laws. Exhibit A, at Ex. A, ¶2 (emphasis added). In addition, Article XI authorizes the Board to amend the By-laws as follows:

Section 1. Process-These Bylaws may be amended at a meeting of the Board by approval of two-thirds of the Board provided that thirty (30) days’ notice of such amendments has been given to each Trustee. Further modifications may be made to the amendments at such meeting. Any amendment to the Bylaws goes into effect immediately upon its adoption. Amendments to the Bylaws shall be printed in the minutes of the Board.

Exhibit A, at Ex. B, Article XI.

Nothing in the N-PCL is inconsistent with this authority. *See* N.Y. Not-for-Profit Corp Law §§ 602, 603 and 608 (Westlaw through L. 2019, ch.245). Here, the complaint improperly conflates the authority of the Board to amend its By-laws with the quorum requirements of the members. *See* Ex. A ¶¶ 46-59.

Since the Board was authorized to amend the By-laws, which went into “effect immediately upon its adoption,” the claim that the Authority failed to meet the N-PCL’s quorum requirements at the December 1, 2018 meeting is irrelevant and fatal to Plaintiffs’ claim. Accordingly, this claim fails to state a claim upon which relief may be granted, and thus, must be dismissed.

3. Article XI, § 1 does not violate N-PCL § 602, and thus, Claim 5 has no merit.

Finally, Claim 5 alleges that: “Article XI, § 1 to the extent it purports to give the Board the sole power to adopt, amend, or repeal the RAA’s by law, violates N-PCL § 602,” should also be dismissed. *See* Exhibit A, ¶ 90.

The RAA was chartered under the New York Education Law. Education Law § 216 expressly provides that such organizations may be chartered, “subject to such limitations and restrictions in all respects as the regents may prescribe.” In the RAA’s Charter, the Board of Regents expressly provided that “[t]he board shall have the power to adopt by-laws, including therein provisions for fixing the terms of trustees, and shall have power also by vote of two-thirds of all the members of the board of trustees, to change the number of trustees, to be not be not more than 25 nor less than 5.” *See* Exhibit A, at Ex. A. In addition, Section 216-A(4)(a) of the Education Law provides that if a provision of the not-for-profit law conflicts with a provision of the Education Law, or an act by if an entity such as the RAA under its purview, the Education Law shall prevail. *See* N.Y. Educ. Law § 216-a (Westlaw through L. 2019, ch.245). Accordingly, because the Board of Regents authorized the RAA’s board to adopt By-laws, the members do not have such rights under the not-for-profit law.

A historical analysis of the applicable law is instructive. At the time that the RAA was chartered, the New York Membership Corporations Law was in effect (“MCL”). *See* Ex. B. The MCL did not provide members with the power to adopt By-laws. Indeed, if an organization wanted its members to have the right, it would have to have provided for it in its By-laws. Members had no inherent right under the MCL. Furthermore, MCL § 8 provided that the by-laws of any such corporation may make provisions, not inconsistent with law or its *certificate of incorporation*. Consistent therewith, the RAA Absolute Charter provided that only its directors had the authority to adopt bylaws.

In the event the Court finds that the RAA members have a right to adopt, amend or repeal the By-laws, such conclusion must be in accordance with the rights, obligations and requirements set forth in N-PCL §§ 602, 603, 605, and 608.

CONCLUSION

For the foregoing reasons, Plaintiffs' motion for a preliminary injunction should be denied in its entirety and RAA should be granted an order partially dismissing the complaint, together with such other and further relief as to the Court seems just and proper.

Dated: Albany, New York
September 12, 2019

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¹ Unless otherwise noted, referenced Exhibits are attached to the Affidavit of Marc H. Goldberg, Esq., sworn to on September 12, 2019 ("Goldberg Aff.").

regularly conducted business activity, and it is RAA's regular practice to prepare such documents.

4. Notice of the Special Meeting of the Members of RAA scheduled for October 8, 2018 was provided to the Members of RAA in accordance with By-laws Article III, Section 3. I am advised by counsel that pursuant to the petition for Special Meeting, RAA was not bound to schedule the meeting, but did so nonetheless for the benefit of its members, as the petitioning Members did not provide notice of the meeting as required by N-PCL § 603(c). Specifically the notice failed to name a date and time for the meeting that is within two (2) or three (3) months from the date of the notice. The notice was therefore invalid on its face and not compliant with N-PCL §603(c).

5. Notice of the Annual Meeting of the Members of RAA scheduled for December 1, 2018 was provided to the Members of RAA in accordance with By-laws Article III, Section 3 on October 31, 2018. All verifiable votes were tallied and counted, and the slate of directors passed, which was certified by the undersigned inspector at the meeting.

6. Notice of the Special Meeting of the Members of RAA scheduled for March 23, 2019 was provided to the Members of RAA in accordance with By-laws Article III, Section 3.

7. I understand that in Plaintiffs' (a) third claim of its first cause of action, they allege that Article IV, §1 of the By-laws violates Education Law § 226(10) and Not-For Profit Corporations Law § 602(f) ("*N-PCL*"), and in its (b) fourth claim of its first cause of action they alleged that Article IV, § 3 violates the Education Law and N-PCL.

8. To bring Article IV, § 1 and Article IV, § 3 into compliance, I directed that a Notice to Amend the Bylaws of RAA be provided to the Trustees of RAA, which was

provided to them on August 27, 2019, in the form attached hereto and incorporated by reference herein as Exhibit A.

9. It is expected these amendments will duly pass in accordance with N-PCL § 602(b), and therefore render moot Plaintiff's third and fourth claims.

10. Finally, as it pertains to the scheduled election of the proposed slate of officers at the upcoming Annual Meeting of the Members of RAA scheduled for September 28, 2019, I am advised that Plaintiffs have filed a motion by order to show cause seeking a preliminary injunction enjoining the election.

11. As discussed herein, all of the requisite requirements to conduct the election were completed as follows:


- On April 17, 2019, a notice was sent to all members of RAA, seeking nominations to be considered to join the Board of Trustees of RAA. A copy of this notice is attached hereto as Exhibit "B" and incorporated by reference herein. Individuals were entitled to "self-nominate."
- The Nominating Committee of RAA evaluated the nominees against the criteria listed, and recommended a slate of candidates to the Board of Trustees of RAA, who approved the slate of candidates.
- The names of the nominees and the notice to the members of RAA was sent on August 28, 2019, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein.

12. The process outlined in Paragraph 11 was conducted in accordance with By-laws Article VI, Section 2, and N-PCL §§ 602(e) and 703(b).



Kareem I. Muhammad

Sworn to before me this 9th
day of September, 2019:



Notary Public

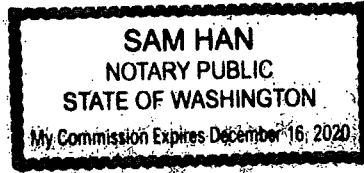


Exhibit A

From: **Brian Nock** <brianfnock@gmail.com>
Date: Tue, Aug 27, 2019 at 19:04
Subject: Proposed RAA Bylaw Amendments - September Meeting
To: RAA Board Members <raa-board-members@googlegroups.com>

Good evening, RAA Board,

Please see attached for a proposed revision to our Bylaws from the Governance Committee, with the advice of Counsel.

We will discuss and vote on this in our meetings over the September board weekend, so please review in preparation for the discussion.

- Brian (on behalf of the Governance Committee)

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You received this message because you are subscribed to the Google Groups "RAA Board Members" group. To unsubscribe from this group and stop receiving emails from it, send an email to raa-board-members+unsubscribe@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/raa-board-members/CAPyGxRaO1inm7PM320qP6W%3DhYnJuv0aqZ5n9Ya9mC1mUbMP4fg%40mail.gmail.com>.

--
Kareem I. Muhammad

Revision #1

Article IV, Section 1. Composition - The Board shall be composed of not less than fivethree (53) and not more than thirty-six (36) voting Trustees, as follows:

1. Trustee Officers [elected] (maximum of twelve (12)).
2. Trustee Officer Designates (maximum of three (3))
3. Trustees-at-Large [elected] (maximum of seventeen (17)).
4. Grand Marshal [ex-officio], or an undergraduate student nominated by the Grand Marshal and approved by the Board.
5. Graduate Council President [ex-officio], or a graduate student nominated by the Graduate Council President and approved by the Board.
6. Faculty Council Chair [ex-officio], or a faculty member nominated by the Faculty Council Chair and approved by the Board.
7. Red and White Student President [ex-officio].

Revision #2

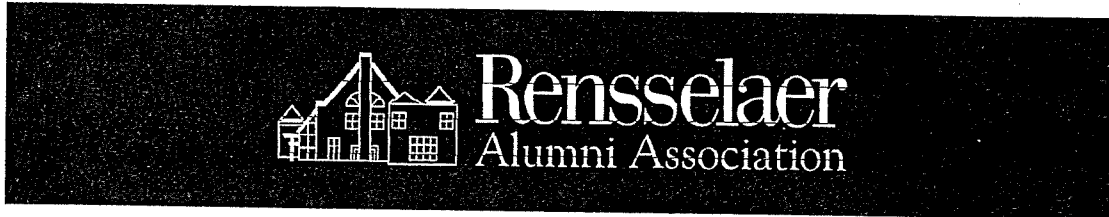
Article IV, Section 3. Vacancy - A Trustee absent from two (2) consecutive meetings will be given a delinquency notice by the Secretary. An ex-officio Trustee or their designate failing to attend a meeting, may be represented at future meetings by an individual appointed by the President. A Trustee absent from three (3) consecutive meetings may be removed from office by the Board without Member action. Members so removed may, upon appeal and explanation at the succeeding Board meeting, be re-elected by a majority vote of the Board. Vacancies of elected Trustee positions shall be filled by a majority vote of the ~~Board Executive Committee (see Article VI, Section 1)~~. An individual so elected shall serve until the next Annual Meeting, at which time the Nominating Committee shall

make a nomination to fill the remainder of the unexpired term.

Exhibit B

From: Rensselaer Office of Alumni Relations <alumni@rpi.edu>
Date: Wed, Apr 17, 2019 at 10:06 AM
Subject: RAA is now accepting nominations for its Board of Trustees
To: <kareem.i.muhammad@gmail.com>

[View in browser](#)



To All Members,

The Rensselaer Alumni Association (RAA) is now accepting nominations for its Board of Trustees. Through its nomination process, the RAA seeks qualified individuals to serve on its Board of Trustees while achieving a board composition representative of our constituency's diverse demographics.

Nominations will be evaluated by the Nominating Committee and submitted to the Board for consideration based on:

1. An individual's volunteer service to Rensselaer Polytechnic Institute (RPI) and/or the RAA (including student and alumni involvement);
2. Demonstrated devotion to and advocacy for RPI and the RAA; and
3. Current RAA board skill needs, diversity, and a cross-section of class years.

The deadline for nominations for the RAA Board of Trustees will be May 17, 2019. To be considered for this position or to nominate someone for this role, [please click here and then use the Submit button to take you to the form.](#)

Candidates must submit no less than one, and up to three accompanying letters of support and a resume. Letters of support and resumes of candidates can be attached to this form via the supporting documents field.

Before submitting a nomination please read and consider the following:

Expectations of an RAA Board Member

Each Board member affirms the expectations outlined here and strives to perform them accordingly. By accepting appointment to the Board, the individual confirms that RPI and the RAA are among their top 3 volunteer and philanthropic commitments.

Specific performance expectations are as follows:

1. Believe in and be an active advocate and ambassador for the values, mission and vision of RPI and the RAA.
2. Attend a minimum of 2 of the 3 Board weekend business meetings that are held annually. Prepare for these meetings by reviewing materials and bringing the materials with you to the meetings. Participate in the discussions, ask strategic questions and contribute to developing solutions that will accomplish the goals of the RAA and the advancement of RPI.
3. Be available to serve as a committee chair or member and be an active participant in the total work of the Board that is accomplished primarily in the months between the 3 annual business meetings.
4. Keep informed about RPI, its successes, its issues, and its connection to our alumni community.
5. Help support the engagement and fundraising operations of RPI and the RAA. This is accomplished specifically by:
 - a. Helping to identify and cultivate relationships that will develop support from alumni for RPI and/or the RAA as donors, volunteers, and advocates.
 - b. Demonstrating that RPI and/or the RAA are among your top 3 charitable commitments and making an annual financial contribution that is both meaningful for you and to the best of your personal ability.
 - c. Contribute to the Rensselaer Annual Fund each year. 100% participation in support of the Annual Fund is expected from all board members.
6. As appropriate, use personal and professional contacts and expertise to benefit RPI and the RAA.

The final slate will be voted on at the Annual Meeting planned for Reunion and Homecoming Weekend (September 26-28, 2019).

We hope you will take the time to consider someone you know who can add great value to the RAA Board. All of us on the board look forward to continuing our mission of connecting and growing our alumni/ae community while investing in the Rensselaer of tomorrow.

Here's to the friends we made at dear old RPI!

Kareem I. Muhammad '01
President, Rensselaer Alumni Association

Matt Siegel '85
Chair, Nominations Committee and President-Elect



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Unsubscribe to be removed from this group's mailing list.

--
Kareem I. Muhammad

Exhibit C

From: **Rensselaer Alumni Association** <raa@rpi.edu>
Date: Wed, Aug 28, 2019 at 11:31
Subject: Rensselaer Alumni Association Annual Meeting - Sept 28
To: <kareem.i.muhammad@gmail.com>

[View in browser](#)



RENSELAER ALUMNI ASSOCIATION (RAA) ANNUAL MEETING

September 28, 2019 4 – 5 p.m. ET

**Darrin Communications Center, Room 308
Troy Campus**

To RSVP, [click here](#) by 11:59 p.m. on Wednesday, September 25. You may attend in person or virtually. All virtual attendees will receive a notification approximately one week prior with meeting connection details.

Agenda

- Welcome
- 2018-2019 RAA Board Year Summary
- RAA Financial Report
- Election of 2019 – 2020 RAA Board of Trustees Slatel
- Q&A

RENSSELAER ALUMNI ASSOCIATION BOARD OF TRUSTEES 2019 – 2020

Nominees **listed in bold italics** are to be presented to the general membership for election to the RAA Board of Trustees during the RAA Annual Meeting on September 28, 2019.

EXECUTIVE COMMITTEE

President: Matthew T. Siegel '85
Past President: Kareem I. Muhammad '01
Vice President-Treasurer: **Timothy A. Frosell '85**
Vice President: **Ashley B. Brandin '06**
Vice President: **Patricia M. DeLauri '85**
Vice President: **Thomas A. Keating '75**
Vice President: **Meghan M. Lenihan '10**
Vice President: **Brian Nock '13, '13G**
Vice President Emeritus: Glenn O. Brown '54
Institute Trustee Designate: Cornelius J. Barton '58, '63G, '66 Ph.D.
Executive Director (Interim): Graig R. Eastin

MEMBERS

Term Expires 2020

Kathleen Coderre '06
Michael Lyden '78
Elisha Rios '07
David Ryan '79

Term Expires 2021

Donald Burgio '89
Jason Hagopian '91
Claire Lukasiewicz '17
Kristin Seaver '90, '98G

New Members - Term Expires 2022

Shasha Jumbe '97G
Tracy Mack-Askew '98
Chester T. Vogel '58

Graduate Council President: Lauren Gandy '22
Grand Marshal: Meagan A. Lettko '20
Red & White President: Savannah L. Crooks '20



The Rensselaer Alumni Association
Heffner Alumni House
Troy, NY 12180-3500
raa@rpi.edu

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Kareem I. Muhammad