

BYLAWS
OF
THE GREATER KANSAS CITY-TOPEKA PSYCHOANALYTIC CENTER, INC.

a Missouri Nonprofit Corporation

June 4, 2016

ARTICLE I

Purposes and Limitations

Section 1.1. The Greater Kansas City-Topeka Psychoanalytic Center, Inc. ("Center" or "the Center"), is a registered Missouri nonprofit corporation and a qualified 501(c)3 tax-exempt organization under federal tax code. The Greater Kansas City Psychoanalytic Institute, a program of the Center, has been an Approved Training Institute of the American Psychoanalytic Association ("APsaA") since 2009. The Center is an organizational member of APsaA, the oldest psychoanalytic association in the United States. Since its founding in 1911, APsaA has been a component organization of the International Psychoanalytical Association ("IPA"), the largest worldwide psychoanalytic organization.

Section 1.2. The purposes of the Center are to (1) study and develop the science and art of psychoanalysis; (2) disseminate knowledge of psychoanalysis to the medical and other mental health professions, to related academic disciplines, and to the public; and (3) promote the education, development, and practice of psychoanalysis.

Section 1.3. The Center is organized and operated exclusively for charitable, educational, and scientific purposes within the meaning of Internal Revenue code of 1986, as amended ("IRC") sections ("§ §") 501 (c)(3), 170(c)(2)(B), 2055(a)(2), and 2522(a)(2) or the corresponding section of any future United States internal revenue law. The Center's purposes are those set forth in its Articles of Incorporation, as may from time to time be amended ("Articles").

Section 1.4. To further the Center's mission and purposes, the Center shall have and exercise all of the powers conferred by the provisions of the Missouri Nonprofit Corporation Act, as may from time to time be amended ("Act"), not outside the scope of the Articles and not outside the scope of the foregoing Section 1.3.

Section 1.5. No part of the net earnings of the Center may inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Center is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles.

Section 1.6. No substantial part of the activities of the Center may be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Center may not participate in or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

Section 1.7. Notwithstanding any other provisions herein, the Center shall not carry on any activities not permitted to be carried on (1) by an organization exempt from federal income tax under IRC § 501(a), as an organization described in IRC § 501(c)(3); and/or (2) by an organization, contributions to which are deductible under IRC §§ 170(c)(2), 2055(a)(2) or 2522(a)(2).

ARTICLE II

Members

Section 2.1 Members. Members of the Center shall be individuals who are interested in psychoanalysis and pay dues to the Center. Members shall be entitled to attend meetings of the Center, participate in its programs, serve as officers of the Center, serve on its committees, and exercise the privileges and responsibilities of membership in the Center. Notwithstanding the foregoing, (1) the members of the Education Committee must be training and supervising analysts as defined by APsaA, and other members as appointed by the Director of the Institute and (2) only members of the Center who also are Full Members of the APsaA shall be eligible to serve as Councilor and Alternate Councilor to the Executive Council of the APsaA.

Section 2.2 Membership Dues. Annual dues shall be established by resolution of the Board. The initial dues and/or the annual dues may be increased or decreased from time to time to reflect the needs of the Center. The Board may reduce dues for members who are enrolled in psychoanalytic educational programs. Dues shall be payable annually in advance on such day as shall be determined by the Board. When a member shall be in default in the payment of dues for a period of time, as determined by the Board, his or her membership may be automatically terminated.

Section 2.3 Annual Meetings. The annual meeting of the members shall be held during the month of June of each year, or at such date as the board may determine, which meeting will be held for the purposes making reports and announcements to the members regarding the Center and its programs, holding elections of officers to the Board and other actions or elections as may from time to time be required. If the day fixed for the annual meeting is a legal holiday, such meeting will be held on the next succeeding business day or at such other date and time as will be designated from time to time by the Board and stated in the notice of the meeting. The annual meeting may be held either within or outside the State of Missouri. The Board, the President, or one-tenth of the members may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of regular meetings, without notice other than such resolution.

Section 2.4 Special Meetings. A special meeting of the members of the Center may be called by the President, by a majority of the Board, or by the members in accordance with Missouri law. Only those matters that are within the purpose or purposes described in the meeting notice required by these Bylaws may be conducted at a special meeting of the members.

Section 2.5 Written Consent. Any action required to be taken or any action which may be taken at any annual, regular, or special meeting of the members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, will be signed by all the members entitled to vote thereon, unless a lower number is

allowable under Missouri law. Any such writing or writings will be filed with the minutes of the proceedings of the members. To the extent less than unanimous written consent is allowable under Missouri law and is utilized to take action under this section, written notice of the action receiving member approval will be given to all members who did not sign the written consent.

Section 2.6 Notice. Notice of any meeting, stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or given to each member in writing not less than ten days nor more than sixty days before the date of the meeting. Notice of a special meeting may be delivered personally or mailed, sent by facsimile transmission or e-mail, to the address, facsimile number or e-mail address for the Member as it appears on the records of the Center. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

Section 2.7 Waiver of Notice. A member may waive any notice required by these Bylaws, before or after the date and time stated in the notice. The waiver must be in writing, signed by the member entitled to the notice, and delivered to the Center for inclusion in the minutes or filing with the corporate records. A member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 2.8 Quorum and Voting. Ten percent of the members shall constitute a quorum for the transaction of business at any meetings of the members; provided, however, that if less than said number of the members are present at said meeting, a majority of the members present may adjourn the meeting from time to time without further notice. Each member in good standing and present at any such meeting of the members will be entitled to one vote upon each matter submitted to a vote at any such meeting. Voting by proxy will not be permitted. Voting by written ballot will not be required at a meeting of the members, but may be utilized at the request of one or more members.

Section 2.9 Meetings by Conference Telephone or Similar Communications Equipment. A member may participate in any meeting of the members by means of a conference telephone or similar electronic communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this subsection will constitute presence in person at such meeting.

Section 2.10 Manner of Acting. Except as otherwise provided herein, the act of the majority of the members present at a meeting of the members at which a quorum is present will be the act of the members. Notwithstanding the foregoing, the act of the majority of all of the members, regardless of whether or not present at the meeting, will be required to approve any proposal for (1) the dissolution and/or liquidation of the Center, (2) the sale of substantially all of the Center's assets, (3) any merger transaction in which the Center would not be the surviving entity, or (4) any material change in the fundamental purposes of the Center.

Section 2.11 Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of the members may be taken without a meeting if the Center delivers a written ballot to every member entitled to vote on the matter. A written ballot will set forth each proposed action and will provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section will be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot will:

- (1) Indicate the number of responses needed to meet the quorum requirements;
- (2) State the percentage of approvals necessary to approve each matter other than election of the Board; and
- (3) Specify the time by which a ballot must be received by the Center in order to be counted.

Section 2.12 Removal; Vacancies An individual's membership may be terminated when it is determined that the member has violated the ethical standards of the APsaA, the comparable standards of his or her professional discipline, or the state or federal statutes governing his or her professional practice. A member may inform the Board if he or she believes that such a violation has occurred. When such notification is received, the Board (excluding the member or members who is or are the subject of the notification) shall decide on the appropriate course of action and shall notify the member or members in question of its decision. A member who receives notice of termination of membership or other sanction from the Board may appeal to the membership by a written request for the matter to be placed on the agenda of the next business meeting. A disciplinary decision of the Board may be overruled by a majority vote of the membership. A disciplinary action may entail acquittal, censure, probation, suspension, or expulsion

of the member against whom the charges were made.

- (a) A member so accused shall be accorded the opportunity to be heard in person, both by the Board and, if the member appeals, by the members of the Center before final action is taken.
- (b) No lawyers employed, either by the accused member, the Center, the Board, or the members shall be permitted to be present at any of the meetings at which the charges against the member are heard and discussed.
- (c) A three-fourths majority vote of the Board at of the members if the accused member appeals present at a meeting shall be require to discipline a member.

ARTICLE III

Board of Directors

Section 3.1 General Powers. Other than such rights, if any, reserved for members, under these Bylaws, the Articles, or the Act, the affairs of the Center will be managed by the Board. The Board shall establish the policies of the Center. The Board shall review and advise on the purpose, function, activities, and progress of the Center. The Board shall determine where and how funds are received and disbursed. The Board shall determine the need for and the salaries of staff. The Board shall perform and, when necessary or appropriate, delegate whatever other duties are necessary to fulfill the purposes of the Center.

Section 3.2 Offices and Directors of the Board. The standing offices of the Board of the Center are the President, President-Elect, Past President, Secretary, Treasurer, Program Chair, APsaA Councilor, APsaA Alternate Councilor, Institute Director, and President of the Kansas City Psychoanalytic Foundation. The Board may create additional offices and may appoint additional Directors such as the Board may determine from time to time. The number of Directors elected or appointed to fill offices of the Board may change from time to time, provided that the number of Directors shall be not be fewer than five, and shall not be more than fifteen, except by an Amendment to these Bylaws. No decrease in the number of Directors will have the effect of decreasing the term of any incumbent Director.

Section 3.3 Regular Meetings. The President shall schedule and hold a minimum of four regular meetings of the board per year. The President shall provide advance notice of the time and place of each regular board meeting to the board members, and shall preside the meetings.

Section 3.4 Special Meetings. Special meetings of the Board may be called by the President, or by any two Directors. The person or persons calling a special meeting of the Board may fix any place in the United States, either within or without the State of Missouri, as the place for holding the special meeting of the Board called by them.

Section 3.5 Notice; Waiver of Notice. Notice to the Directors of a special meeting of the Board shall be given at least five days prior to the meeting and may be delivered personally, by mail, by facsimile transmission or e-mail, to the address, facsimile number or e-

mail address for each Director as it appears on the records of the Center. If mailed, such notice will be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If sent by facsimile or e-mail, such notice will be deemed to be delivered when transmitted, with reasonable evidence of successful transmission. A Director may waive any notice required by these Bylaws, before or after the date and time stated in the notice, by written waiver signed by such Director, which waiver will be included in the minutes or filing with the corporate records. A Director's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Director at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because the meeting is not lawfully called or convened.

Section 3.6 Quorum and Voting. A majority of the Directors shall constitute a quorum for the transaction of business at any meetings of the Board; provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Each Director present will be entitled to one vote on each matter submitted to a vote at any such meeting.

Section 3.7 Manner of Acting. The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present will be the act of the Board, except with respect to any action of the Board requiring a higher level of approval under the Act or the Articles.

Section 3.8 Attendance by Telephone Conference or Similar Communications Equipment. Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner will constitute presence in person at the meeting.

Section 3.9 Action by Unanimous Consent. Any action, which is required to be or may be taken at a meeting of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Directors. The consents will have the same force and effect as a unanimous vote at a meeting duly held.

ARTICLE IV

Committees

Section 4.1 Committees Generally. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees of the Center, each of which shall consist of two or more Center Directors (and no non-Directors), which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the Center. Other committees not having and exercising the authority of the Board in the management of the Center shall be chaired by at least one Center Director, and its members shall be designated and appointed by a resolution adopted by a majority of the Directors. The delegation of authority to any committee will not operate to relieve the Board or any member of the Board from any responsibility imposed by law.

Section 4.2 Nominating Committee. The President shall appoint a Nominating

Committee to recommend new officer positions for the Center. Nominees for elected office shall be approved by a regular vote of the Board before being presented to the membership of the Center for election at an annual membership meeting.

Section 4.3 Program Committee. The Program Committee shall be headed and supervised by the Program Chair. The Program Committee shall be responsible for arranging programs for the scientific meetings of the Center, and for such other public and professional events the Center may sponsor.

Section 4.4 Education Committee. The Education Committee, headed and supervised by the Institute Director, shall have overall responsibility for the Institute's training programs and policies, including the recruitment, selection, supervision, evaluation, retention, progression, and graduation of candidates and trainees; the curriculum, the faculty and other instructors, class scheduling, and in general each and every educational function of the Institute's operation. The Education Committee is responsible for meeting requirements to maintain the qualification of the Institute as an Approved Training Institute of the American Psychoanalytic Association (APsaA). The Education Committee shall be composed of (1) all training and supervising analysts who remain members in good standing of the Center and APsaA; (2) members of the Center, other than training and supervising analysts, who have been appointed to the Education Committee by the Institute Director.

Section 4.5 Notice; Waiver of Notice. Notices or waivers of notice for all regular or special meetings of any committee will be given in accordance with requirements for regular or special meetings, as applicable, of the entire Board.

Section 4.6 Recordkeeping. All committees shall, unless otherwise directed by the Board, keep regular minutes of the transactions at their meetings and will cause them to be recorded in books kept for that purpose in the office of the Center and will report the same to the Board at its next meeting. The Secretary or an Assistant Secretary of the Center may act as Secretary of the committee if the committee or the Board so requests.

Section 4.7 Meetings by Conference Telephone or Similar Communications Equipment. Members of a committee may participate in a meeting of the committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner will constitute presence in person at the meeting.

Section 4.8 Committee Action Without a Meeting. Any action which is required to be or may be taken at a meeting of any committee may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members the committee. The consents will have the same force and effect as a unanimous vote at a meeting duly held.

Section 4.9 Removal; Vacancies. A member of a committee may be removed with or without cause by action of the Board (excluding such committee member for purposes of such action, if applicable). A vacancy on a committee occasioned by the death, incapacity, resignation or removal of a committee member will be filled in accordance with the procedures for service as or appointment of a committee member.

Section 4.10 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee will constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present will be the act of the committee.

Section 4.11 Participation by Non-Members. Although a committee may permit a non-Director or other person who is not a member of the committee is to participate in a committee meeting, no person who is not a member of the committee will have any right to vote on any action taken by the committee.

Section 4.12 Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE V

Officers of the Center

Section 5.1 Elected Officers. Elected Officers of the Center shall be President-Elect, Secretary, Treasurer, APsaA Councilor, and APsaA Alternate Councilor. The elected Officers shall be elected by the members at the annual membership meeting, in even-numbered years, and shall serve for a term of two years beginning on July 1st of their election year, unless they earlier die, resign, or are removed from office. Any person may simultaneously hold more than one office, except the President, or the Secretary-Treasurer if the Secretary and Treasurer offices are held by the same person.

Section 5.3 Appointed Officers. The President shall appoint, with approval by a regular vote of the Board, a Program Chair, who shall be the Chair of a Program Committee, and who shall serve as an Officer of the Center. The President may appoint, with approval by a regular vote of the board, any additional Officers of the Center deemed necessary or advisable by the board. The President shall report to the members at the annual member meeting the names of all board officers and the offices they hold.

Section 5.2 Terms and Term Limits. The term of an Officer of the Center shall be two years. The President shall serve for one term. The President-Elect shall serve for one term, and shall succeed the President in office. The Past President shall serve for one term immediately after serving as President. The Program Chair shall serve for a maximum of two consecutive terms. The Secretary, the Treasurer, the APsaA Councilor, and the APsaA Alternate Councilor, may serve for an unlimited number of terms, subject to re-election by the members at the annual membership meeting in even-numbered years. Appointed Officers other than the Program Chair shall serve until the end of the two-year term during which they were appointed, and may serve an unlimited number of two-year terms, subject to re-appointment by the President and approval by a regular vote of the Board.

Section 5.4 Duties of President. The President shall be the chief executive officer of the Center and shall preside at all meetings of the Board. He or she shall appoint all committees, call special meetings as necessary, and oversee the day-to-day operations of the Center. He or she shall be an ex officio member of all committees. He or she may execute all

contracts, deeds and other instruments for and on behalf of the Center, and shall do and perform all other things for and on behalf of the Center as the Board will authorize and direct. He or she shall enjoy and discharge generally such other and further rights, powers, privileges, and duties as customarily relate and pertain to the office of President.

Section 5.5 Duties of President-Elect. In the event of the absence, inability, incapacity, refusal, or death of the President to act, the President-Elect shall be vested with all power to perform all of the duties of the office of the President. The President-Elect shall have such other and further rights, powers, privileges, and duties as customarily relate and pertain to the office of President-Elect, and as may be determined by the Board.

Section 5.6 Duties of Secretary. The Secretary shall cause to be kept complete and correct minutes of all meetings of the Board. He or she shall cause to be issued notices of all meetings in accordance with these Bylaws or as required by law. He or she shall count votes, maintain files of minutes and other important documents, and maintain a list of members.

- (a) When authorized and directed by the Board, he or she shall execute with the President all contracts, deeds, and other instruments for and on behalf of the Center. The Secretary shall be the legal custodian of all books, deed, instruments, papers, and records of the Center, the inspection of which shall be permitted at all reasonable times by any Director or executive officer of the Center.
- (b) The Secretary shall attend to such correspondence as may be incidental to his or her office, and shall perform all other duties and discharge all other responsibilities which customarily relate and pertain to the office of Secretary.

Section 5.7 Duties of Treasurer.

- (a) The Treasurer shall keep, or cause to be kept, accurate and complete books and records of all receipts, disbursements, assets, liabilities, and financial transactions of the Center. He or she shall provide financial statements and budgets.
- (b) The Treasurer shall deposit, or shall cause to be deposited, all monies, securities, and other valuable effects of the Center in such depositories as the Board shall authorize and direct and, whenever requested to do so by the President or the Board, shall prepare and submit written statements, reports and accounts fully and accurately reflecting the assets, liabilities, and financial transactions and condition of the Center.
- (c) The Treasurer shall perform such other and further duties as the Board may from time to time direct, and he or she shall perform all other duties and discharge all other responsibilities that customarily relate and pertain to the office of Treasurer.
- (d) The Treasurer shall be released and discharged of all liabilities and responsibility for any monies, securities, and other assets of value committed by the Board to the custody of any person over whom he or she will have no direction or control.

Section 5.8 Combination of Offices and Delegation of Duties. The positions of Secretary and Treasurer may be held by the same individual. If one individual holds both offices, the Secretary-Treasurer is prohibited from simultaneously holding another office of the Center. When any duties of the Secretary or duties of the Treasurer are delegated or assigned by the board to be performed by an employee of the Center, or an agent of the Center, the Secretary or Treasurer, or another officer of the board, if the board shall so determine, shall communicate with said employee or agent to instruct, assist, supervise and monitor the performance of the employee or agent in the performance of the officer's assigned duties.

Section 5.9 Councilor. The Councilor shall represent the Center in the Council of the APsaA and shall report to the Center the actions of that organization. If the Councilor is unable to attend a meeting of the Council, an Alternate Councilor, having been elected by the Center membership, may so represent the Center in the Council and report to the Center.

Section 5.10 Resignation and Removal. Any officer of the Center may resign by delivering a written resignation to the Center at its principal office, or to the President of the Center, or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer of the Center may be removed from office by the Board with or without cause, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer does not in itself create contract rights.

Section 5.11 Vacancies. Vacancies in any Center office occasioned by the death, resignation, or removal of any officer shall be filled by a regular vote of the active directors of the Center Board, and such person or persons elected to fill such vacancy or vacancies shall serve as an interim officer for the unexpired term of his predecessor and until a successor is duly elected or appointed, or until such interim officer's earlier death, resignation or removal.

Section 5.12 Compensation. The compensation of the officers, if any, will be fixed from time to time by the Board, provided, however, that such compensation will include only reasonable compensation for personal services actually rendered.

ARTICLE VI

Greater Kansas City Psychoanalytic Institute

Section 6.1 Name. The Greater Kansas City Psychoanalytic Institute ("Institute") is one of the programs administered and operated by the Center. The Institute, which is organized under the auspices of the Center, has been accredited as an Approved Training Institute of the American Psychoanalytic Institute ("APsaA") and operates in accordance with the standards for APsaA Approved Training Institutes.

Section 6.2 Purpose. The primary purpose of the Institute is the training of qualified mental health professionals and scholars in the theory and practice of psychoanalysis. The Institute shall operate in accordance with the Standards for Training in Psychoanalysis of the APsaA.

Section 6.3 Professional School. The Education Committee shall formulate and

maintain a comprehensive program of training according to the standards of the APsaA. The full requirements of admission, training, and graduation shall be contained in the published policies and procedures of the Institute. The academic year shall be September 1 through August 31.

Section 6.4 Institute Director.

(a) The Education Committee shall elect a Director of the Institute. The Institute Director shall appoint a nominating committee well in advance of the expiration of his or her term, and the committee shall present its recommendation to the Education Committee. Upon receipt of the final recommendation(s) of the nominating committee which shall make the selection of the new Director by majority vote in a secret ballot. The Director's term begins in July following his or her election.

(b) The term of office of an incoming Institute Director is determined by the Education Committee in consultation with the incoming Institute Director. The term should be for a minimum of one year and shall be for a maximum of four years. If the agreed on term is less than four years, the Education Committee may reappoint the Director up to a maximum total of four years. At the end of four years, the Director and the Education Committee may agree upon a second term, an extension of his or her term for a period not to exceed four years. He or she may not serve more than two consecutive four-year terms.

(c) The Director shall appoint a steering committee who shall advise him or her regarding the day to day operation of the Institute as well as assist in long range planning. The Director shall bring all matters of policy recommended by the Steering Committee to the Education Committee for their information, advice, and consent.

Section 6.5 Duties and Powers of the Institute Director.

(a) The Director, who shall be the Chair of the Education Committee, is responsible for the implementation of the administrative, fiscal, and educational functions of the Institute, and shall, in general, perform such duties as are customary for presiding officers. The Director shall appoint the appropriate number of representatives to the Board on Professional Standards of the APsaA. The terms of these appointments coincide with that of the Director. The Director also shall ensure that at all times another member of the Education Committee is designated to serve as Acting Director in the Director's absence. When there is a Director Elect, that person automatically serves as Acting Director.

(b) The Director may appoint committees as deemed necessary to achieve the aims of the Institute, which may include an Admissions and Recruitment Committee, a Colleague Assistance Committee, a Curriculum and Faculty Committee, an Ethics Committee, a Finance Committee, a Progression Committee, and a Training Analysts Appointment Committee.

Section 6.6 Faculty. The faculty of the Institute shall consist of training and supervising analysts, general faculty, psychotherapy program faculty, advanced candidate faculty, and guest lecturers. The Education Committee or its designated subcommittee shall be

responsible for appointment and review of faculty members of the Institute.

Section 6.7 Meetings. Education Committee meetings shall be scheduled on a regular basis. Additional meetings shall be called by the Director at his or her discretion or upon the request of 25 percent of the members of the Education Committee.

Section 6.8 Reports. The Institute Director is an officer of the Center, and shall report to the Center board regarding the activities of the Institute, and shall report to the membership of the Center at the Annual Center Member Meeting, regarding the activities of the Institute.

ARTICLE VII

General Provisions

Section 7.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Center, and such authority may be general or confined to specific instances. Notwithstanding the foregoing, unless otherwise limited by the Board, the President shall have the power and authority to execute on behalf of and bind the Center with respect to contracts in the ordinary course of the Center's business and activities.

Section 7.2 Loans. No loans may be contracted on behalf of the Center and no evidences of indebtedness may be issued in its name unless authorized by the Board. Such authority may be general or confined to specific instances. The Center is prohibited from making loans to its directors or officers.

Section 7.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Center shall be signed by such officer or officers, agent or agents of the Center and in such manner as may from time to time be determined by the Board.

Section 7.4 Deposits. All funds of the Center shall be deposited from time to time to the credit of the Center in such banks, trust companies or other depositories as the Board may select.

Section 7.5 Custodians. The Board shall from time to time designate a bank, trust company or depository as custodian of the funds and properties of the Center, which custodian will maintain a record of all receipts, expenditures, income and expenses of the Center and/or perform such ministerial duties as the Board by written direction may instruct. The custodian may receive fees for its services as may from time to time be agreed upon by the Board and the custodian.

Section 7.6 Agents and Attorneys. The Board may appoint such agents, attorneys and attorneys-in-fact of the Center as it may deem proper, and may, by written power of attorney, authorize such agents, attorneys or attorneys-in-fact to represent it and for it and in its name, place and stead, and for its use and benefit to transact any and all business which the Center is authorized to transact or do by the Articles, and in its name, place and stead, and as its

corporate act and deed, to sign, acknowledge and execute any and all contracts and instruments, in writing necessary or convenient in the transaction of such business as fully to all intents and purposes as the Center might or could do if it acted by and through its regularly elected and qualified officers.

Section 7.7 Fiscal Year. The Board shall have the power to fix and from time to time change the fiscal year of the Center. In the absence of contrary action by the Board, the fiscal year of the Center will begin on the first day of July in each year and end on the last day of June in each year.

Section 7.8 Interpretation. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in these Bylaws refer to this Bylaws as a whole and not to any particular provision or section of these Bylaws.

Section 7.9 Electronic Communications and Signatures. Electronic communications, records and signatures may be used in connection with all matters contemplated by these Bylaws except to the extent prohibited by applicable law: Except as maybe specifically set forth herein, the parties may use and rely upon electronic communications, records and signatures for all notices, waivers, consents, undertakings and other documents, communications or information of any type sent or received in connection with the matters contemplated by these Bylaws. An electronically transmitted (but not oral) document will be deemed to satisfy any requirement under these Bylaws or applicable law that such document be "written," "in writing," or the like. An electronic signature or electronically transmitted signature by any person on any document (properly authenticated) will be deemed: to satisfy any requirement under these Bylaws or applicable law that such document be "signed" or "or executed" by such person. An electronic transmittal or communication (but not oral) of a document will constitute delivery of such document. The Center, a Director, or a member may not contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or electronic records are to be in writing or signed by the party to be bound thereby.

Section 7.10 Conflicts of Interest Policy. The Board may adopt a Conflicts of Interest Policy to govern conflicts of interest situations that may arise from time to time among the Center, Directors, and Center employees, officers and agents.

ARTICLE VIII

Indemnification of Officers and Directors

Section 8.1 Indemnification. The Center shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the Center, by reason of the fact that he or she is or was a Director, Center officer, employee, or agent of the Center, or is or was serving at the request of the Center as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other

enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Center, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Center, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Section 8.2 Actions by Center. The Center shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Center to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Center, or is or was serving at the request of the Center as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Center; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Center unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 8.3 Expenses. To the extent that a director, officer, employee, or agent of the Center has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonable incurred by him or her in connection with the action, suit or proceeding.

Section 8.4 Procedure. Any indemnification under Sections 1 and 2 of this Article, unless ordered by a court, shall be made by the Center only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 8.5 Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Center in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Center

as authorized in this Article.

Section 8.6 Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Article of Incorporation, bylaw, agreement, vote of shareholders, or disinterested directors or otherwise, both as to action of his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 8.7 Further Indemnification. The Center may give any further indemnify, in addition to the indemnity authorized or contemplated under this Article, including Section 8.6, to any person who is or was a director, officer, employee, or agent of the Center, who is or was serving at the request of the Center as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (a) authorized, directed, or provided for in these Bylaws or any duly adopted amendment thereof; (b) is authorized, director, or provided for in any Article of Incorporation, Bylaw, or agreement of the Center which has been adopted by a vote of the Board of the Center, and provided further that no such indemnity shall indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

Section 8.8 Insurance. The Center may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Center, or is or was serving at the request of the Center as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Center would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8.9 Terms Construed. For the purpose of this Article, references to "Center" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

ARTICLE IX

Property Devoted to Corporate Purposes

All income and properties of the Center shall be devoted exclusively to the purposes as provided in the Articles and these Bylaws. The Board may adopt such policies, regulations, and procedures governing the management and/or disbursement of funds for such purposes as in its

opinion are reasonably calculated to carry out such purposes as set forth in the Articles and these Bylaws.

ARTICLE X

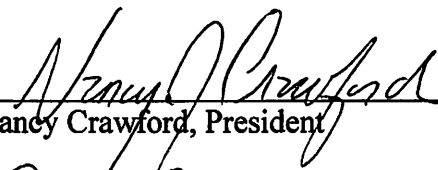
Amendments

These Bylaws may be amended or repealed, and new Bylaws may be adopted, by the affirmative vote of a majority of all Directors then in office at a meeting of the Board called for that purpose, and by approval of a majority of the total membership at a meeting of the members.

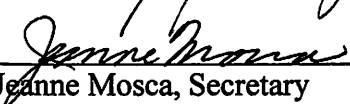
CERTIFICATION

The undersigned, being the Secretary of The Greater Kansas City - Topeka Psychoanalytic Center, a Missouri nonprofit corporation, hereby certifies that the foregoing Bylaws are the duly adopted Bylaws of the Center.

Effective Date: June 4, 2016



Nancy Crawford, President



Jeanne Mosca, Secretary