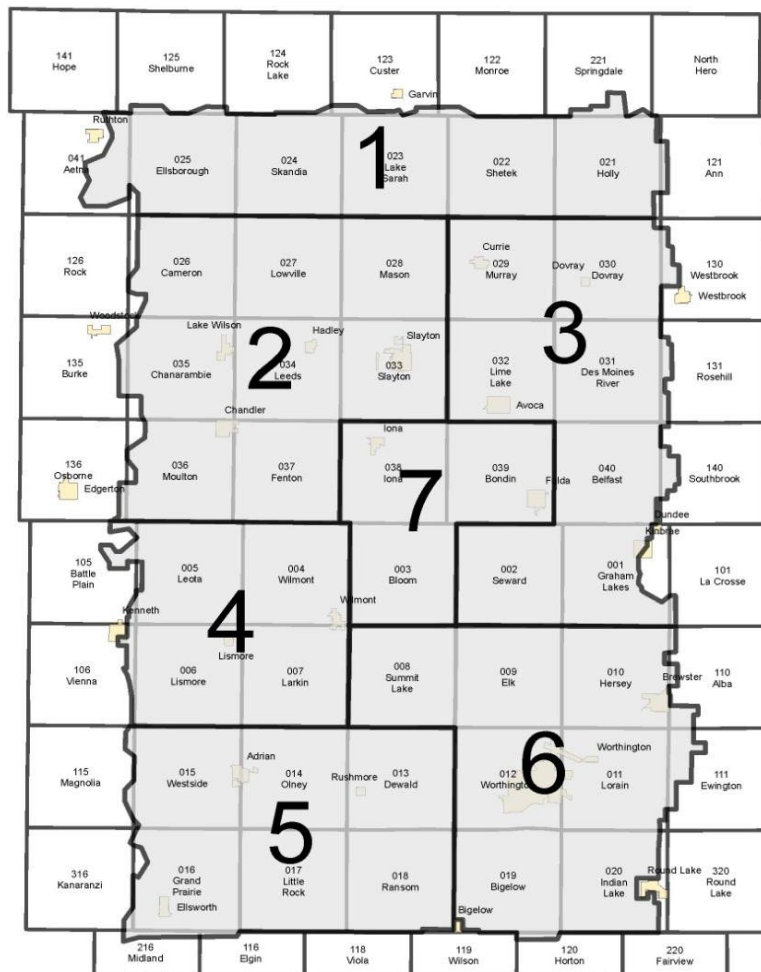


Director Candidate Packet

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NCE's District Map



Introduction

The purpose of this document is to publish the qualifications for election or appointment to, and service on, the Cooperative's Board of Directors; and to establish necessary procedures, including an affirmation form.

The Articles of Incorporation and Bylaws of Nobles Cooperative Electric (NCE) are the governing documents approved by the membership of NCE. The election process and duties of the Director position are also explained in this packet.

A brief history of NCE and our vision, mission and values statements are included. Please also visit our website at www.nobles.coop to further familiarize yourself with your Cooperative.

Following the seven cooperative principles are the director qualifications and position description. Should you have any concern about your ability to meet the director qualifications, please contact CEO/General Manager Adam Tromblay at 507-372-7331.

The “Rules Governing the Election of Directors” board policy is included. If you have any questions regarding the election process, please contact Attorney Chad Felstul of Pemberton Law at 218-998-9422.

The “Member Access to Information” board policy and Access to Member Lists Confidentiality and Non-Disclosure Agreement are also included.

A sample board meeting agenda is included for your information.

The last item in this packet is the affirmation page. Once you have determined that you meet the director qualifications, please complete and return the affirmation page, and the questionnaire, which is separate from this packet, to Amy Rucker, Nobles Cooperative Electric, 1505 20th Street, Slayton MN 56172-0058.

The story of rural electrification in Murray and Nobles counties

Never underestimate the ability of a few men to change the pattern of life in a farming area.

Such was the case back in 1935 when rural electrification for Nobles and Murray counties was only a dream in the minds of a few progressive men in those two counties. It was still the era of kerosene lamps and lanterns. Refrigerators, running water in the kitchen and bathroom, electric lights in the house and barn — these were luxuries which only a small percentage of farm families were enjoying.

Then came 1935, an exciting year for it saw the preliminary plans being drawn up for what today is a prosperous and flourishing cooperative serving approximately 6,700 members. For months, the men responsible for introducing rural electricity met to lay the foundation for a new kind of cooperative undertaking. It was a new and dramatically different concept for a cooperative organization and the jeers and laughter of skeptics could be heard. There always will be those who deride the efforts of dedicated men to change the old order of life.

At the time, the drive to get an electric cooperative was taking place, Jay H. Seymour, who became the first manager of the cooperative, was stationed in Worthington as the emergency county agent. He became interested in the possibility of organizing an electric cooperative in Nobles County and began talking to key farmers throughout the county.

As Mr. Seymour kept urging the formation of an electric cooperative, his friends became infected with his enthusiasm. Tentative meetings were held throughout Nobles County to discuss formation of the electric system. By spring, it was apparent there was enough interest in the proposed cooperative to warrant calling a general meeting in Worthington on May 6, 1936. This meeting was well attended, and a skeleton organization was set up and a slate of directors chosen to represent every township in the county.

June 2, 1936, is an important date in the history of this rural electric system for it found the articles and bylaws being adopted and a name selected. The meeting had been arranged through the Nobles County Extension Service office.

In the meantime, farm leaders had not been idle over in neighboring Murray County. The Ellsborough Township Farm Bureau unit, working in cooperation with County Agent C. H. Schrader, did a survey of Ellsborough Township in the fall of 1935. This was a farm-to-farm canvass to determine sentiment regarding rural electrification. The survey indicated people in this township were intensely interested in securing electric service.

The Slayton unit of the Farm Bureau was the second one in Murray County to display interest in rural electrification. In 1936, the Slayton unit conducted a systematic survey which showed most farmers were very much interested in information of a rural electric system. Speakers were secured to explain the REA act at meetings of the Slayton unit.

The consolidation took place January 15, 1937. It banded the two groups into a single system and was the basis of a compact, well-integrated cooperative which has become one of the most successful enterprises in the history of the two counties.

Vision, Mission, and Values Statements

Vision

Committed to improving the quality of our members' lives.

Mission

To distribute energy and services to benefit members and to be valued by our communities.

Values

Safety: We work safely for our members and our families

Teamwork: Our employees make the difference

Accountability: All members have a voice and we answer to you

Responsiveness: Deliver positive and innovative solutions

Transparency: Practice open and honest communication

The Seven Cooperative Principles

The power of seven! The roots of modern cooperatives stretch back more than 150 years. The cooperative principles and guidelines by which cooperatives put their values into practice.

Voluntary and Open Membership

Cooperatives are voluntary organizations open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political, or religious discrimination.

Democratic Member Control

Cooperatives are democratic organizations controlled by their members, who actively participate in setting policies and making decisions. The elected representatives are accountable to the membership. In primary cooperatives, members have equal voting rights (one member, one vote) and cooperatives at other levels are organized in a democratic manner.

Members' Economic Participation

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all the following purposes: developing the cooperative, by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

Education, Training, and Information

Cooperatives provide education and training for their members, elected representatives, managers, and employees so that they can contribute effectively to the development of their cooperatives. They inform the public, particularly young people, and opinion leaders, about the nature and benefits of cooperation.

Cooperation Among Cooperatives

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional, and international structures.

Concern for Community

While focusing on member needs, cooperatives work for the sustainable development of their communities through policies accepted by their members.

Director Candidate Overview

Purpose: The purpose of the overview is to provide members who are interested in the cooperative directorship a complete overview and understanding of the requirements of the position.

Eligibility: To become and remain a Director, the Director and/or nominee for a Director position shall meet the following qualifications:

1. is a Member of the Cooperative;
2. receives electric service from the Cooperative in the district that the Director represents or would represent if elected;
3. is a permanent legal resident of the district from which the Member is elected or for which the Member is a candidate;
4. is not in any way employed by or has a substantial financial interest in an enterprise competing with the Cooperative, any subsidiary of the Cooperative, or any Cooperative-affiliated business;
5. while on the Board of Directors, and during the five (5) years immediately before becoming a Director, has not been convicted of, or pleaded guilty to, a felony or a crime involving theft or dishonesty;
6. while on the Board of Directors, and during the three (3) years immediately before becoming a Director, was not an employee of the Cooperative, any subsidiary of the Cooperative, or any Cooperative-affiliated business;
7. is not a grandparent, parent, spouse, co-habitant, child, or grandchild of an incumbent who is not up for reelection at that time;
8. is not a grandparent, parent, spouse, co-habitant, child, or grandchild of an employee of the Cooperative, any subsidiary of the Cooperative, or any Cooperative-affiliated business;
9. is not or does not become an employee or agent of another Director, or is not or does not become the employer or principal of another Director;
10. has the capacity to enter legally binding contracts;
11. except otherwise provided by the Board for good cause, attends at least seventy-five percent (75%) of the regular meetings of the Board of Directors during any calendar year;
12. is not, does not become, or has not at any time during the five (5) years immediately before a Director's nomination, been employed by a labor union which represents, or has represented, or has endeavored to represent, any employees of the Cooperative.

Term: Regular terms are three years at a time.

Time requirement:

Meetings	Days
Mandatory board meetings	12
A director may dedicate 30-45 days to the cooperative per year through attendance at optional meetings.	

A director must obtain the Certified Cooperative Director certificate that will require at least five (5) days within the first three (3) years.

Compensation:

Monthly retainer	\$300
Meeting per diem	\$300
Teleconference per diem	\$100
Mileage	IRS Rate
Expense allowance per day	Actual expenses

Paid by Co-op

\$25,000 Life insurance/month	\$42.47
\$100,000 Accidental Death & Disability/month	\$2.70

The Cooperative Director

Directors govern the cooperative. They decide how its resources and services are to be used for the benefit of member-owners.

Directors must be honest and fair. They are legally liable if it is found they have neglected their duties.

Directors should:

- Attend all board meetings. They share responsibility for board decisions, even if they are not present.
- Represent all members. They should be in touch with members regularly to learn their needs and wishes.
- Understand the Articles of Incorporation and Bylaws, and make sure that the cooperative conducts its business accordingly.
- Employ a competent manager, set the manager's salary, outline the manager's duties, and give the manager the authority to put their own ideas to use.
- Establish sound policies and goals as guides for the manager and see that they are followed. The board must be careful, however, not to try to "manage" the cooperative on a day-to-day basis.
- Review the cooperative's progress regularly and develop plans with management.
- Examine with the manager the proposed operating budget before the start of each fiscal year and compare actual results to the budget at regular intervals.
- Become familiar with financial statements and approve important financial matters. Directors can be held financially responsible for negligence.
- Engage a qualified auditor to examine the cooperative's books and accounts at least annually and require the auditor to report directly to the board.
- Work with the manager on annual meeting plans and ensure that required reports to the membership are prepared and presented.
- Review and analyze insurance annually to see that coverages are adequate.
- Engage a competent attorney for legal advice when necessary and obtain their counsel if it appears desirable concerning all leases, loan agreements, supply, and marketing contracts, etc.
- Directors must always be aware that they must observe the same rules as other members do and must never expect or accept personal favors because of their position.
- Directors should debate matters coming before the board as vigorously as they can, bringing to bear all the pertinent information they can provide. However, once a majority has made a decision, all directors must accept and support it.
- A director holds a position of honor and trust.
- A director is the cooperative in the eyes of the membership and the public. A director must be seen as well-informed, completely trustworthy, and deeply concerned. A director must always be willing to take a stand for and defend their beliefs. However, such discussions should be confined to the boardroom, never in public places.

Position Description

Board of Directors

I. OBJECTIVE

The Board of Directors of Nobles Cooperative Electric is charged with the full responsibility for the operation of the affairs of the Cooperative in accordance with the Articles of Incorporation and the Bylaws. The purpose of a position description is to provide the board members with a guideline regarding their responsibilities as they are related to:

- A. Their fellow members
- B. Their fellow board members
- C. The officers of the Board
- D. The CEO/General Manager

II. REPORTING RELATIONSHIP

- A. Report to: Members of the Cooperative
- B. Directs: CEO/General Manager

III. BOARD - COOPERATIVE MEMBER RELATIONS

- A. Nobles Cooperative Electric is an enterprise set up by the members to serve their own needs.
 - 1. The Board regards and deals with each member as an owner.
 - 2. The Board must render a periodic accounting to its member-owners.
 - 3. The Board endeavors to educate members to be loyal to Cooperative principles.
 - 4. Each board member will strive to represent the Cooperative in its entirety and not just the members from their district.
- B. Nobles Cooperative Electric is a representative democratic organization in which each member has one vote.
 - 1. The Board strives to enhance democratic action in the operation of the Cooperative, including the urging of members to:
 - a. Attend annual meetings
 - b. Cooperate with majority interest after all members have had a full opportunity for expression.
 - 2. Each member should evaluate their ability to sift ideas and make independent judgments for the good of the whole cooperative; thereby enhancing their value to the entire board.
- C. Nobles Cooperative Electric exists as a business partner in a community of businesses.

1. The Board will recognize the Cooperative's relationship and obligations to other businesses in the community.
 2. The board members will seek to exercise leadership in community welfare and development.
- D. Nobles Cooperative Electric recognizes its obligation to cooperate with other cooperatives.
1. The individual board member will promote the cooperative movement.
 2. Board members will represent the cooperative at national, state, and local meetings in the best interest of the members they represent.
- E. Nobles Cooperative Electric recognizes its obligation to continuously expand and improve its services.
1. The Board will direct its efforts towards raising the membership's standard of living in line with good business practices.
 2. The Board will take counteraction against forces which would seek to limit the success of the Cooperative.

IV. BOARD MEMBER RESPONSIBILITIES

- A. Will attend monthly board meetings and other special meetings as they are called.
- B. May attend other meetings such as NRECA and MREA to keep informed regarding cooperative legislation and activities on both the state and national levels.
- C. Will obtain the Certified Cooperative Director Certificate within the first three (3) years.
- D. May attend NRECA Institutes, MREA workshops and other training sessions to develop a better understanding of the role of a director in an electric cooperative.
- E. Will be responsible for the adoption of rules and regulations as deemed necessary for the management, administration, and regulation of the business affairs of the Cooperative.
- F. Will ensure democratic functioning of the Cooperative in accordance with the Articles of Incorporation and Bylaws.
- G. Will, as members of the Board, approve an annual budget which will serve as a financial guide for management during the ensuing year.
- H. Will serve on committees as appointed by the president. The committee functions will be to study and recommend to the entire board a course of action for the Cooperative to follow.
- I. Will take sufficient time to read and study financial reports, policies, audit reports, cooperative magazines, and bulletins to familiarize themselves with the operation of the Cooperative and with current issues involving cooperatives.

- J. Will promote good employee labor relations to enhance the image of the Cooperative in the community. Set up broad personnel policies and standards and, with the advice of the manager, approve wage and salary policies.
- K. Review periodic reports (financial, operating and program activities) from the manager and check for conformity to ideals, objectives, goals, and results. Also, check for conformity with policies established by the Board.
- L. Select, employ and, if necessary, terminate the employment of the manager.
- M. Occasionally the Board will conduct an evaluation of its performance.

V. BOARD/MANAGER RELATIONS

- A. Board members may, from time to time upon request, advise the manager regarding specific executive decisions which are the manager's delegated responsibilities to make, and for which results they are held accountable.
- B. Each board member will not be involved in the operating management of the Cooperative but will delegate this function to the CEO/General Manager. The CEO/General Manager may consult with board members regarding issues of importance.
- C. Each board member will familiarize themselves with the organizational structure of the Cooperative and will recognize that the CEO/General Manager shall be the connecting link between the Board of Directors and other employees of the Cooperative.
- D. All policies of the Cooperative should be adopted at regular or special board meetings with the understanding that no commitments should be made by an individual board member which may hinder the function of the total board or the CEO/General Manager.
- E. The Board of Directors recognizes that the efficient management of the Cooperative can exist only through mutual understanding and complete cooperation between the Board of Directors and the CEO/General Manager. The CEO/General Manager is expected to produce results and give an account of stewardship to the Board of Directors.
- F. The Board of Directors may expect faithful performance from the CEO/General Manager in carrying out their directives and policies.
- G. The Board of Directors recognizes its responsibilities for the employment of a CEO/General Manager, and further recognizes the additional responsibility for a systematic appraisal of the CEO/General Manager's performance of responsibilities in order that growth, development, and effective improvement are encouraged. The Board may, at its discretion, enter into a contract for the services of a CEO/General Manager.

Rules Governing the Election of Directors

NOBLES COOPERATIVE ELECTRIC

BOARD POLICY 2-26

SUBJECT: Rules Governing the Election of Directors

PURPOSE: To establish and define the rules governing the election of directors and to ensure that favoritism is not given to a director candidate.

- POLICY:
- A. **Campaigning at the Cooperative.** Campaigning is not allowed at Cooperative facilities.
 - B. **Campaigning at the Annual Meeting.** Campaign handouts, posters, signs, and multi-media shall not be permitted on the grounds where the Annual Meeting will be held.
 - C. **Biographies.** Director candidate biographies will be published in the Cooperative newsletter/Annual Report and made available on the Cooperative's website. Biographies will be written in first person by the candidates. The Cooperative reserves the right to edit the writeup with changes being enforced by the Cooperative's Style Guide. Candidate videos produced by the Cooperative may also be shown on the Cooperative's Facebook page or YouTube.
 - D. **Cooperative Logo.** The Cooperative's logo shall not be used in any form on any campaign materials including, but not limited to, print and clothing. The Cooperative letterhead shall not be used for campaign materials.
 - E. **Endorsement Statements.** A candidate shall not make a statement that a candidate is supported by another person or organization without having first obtained written permission from that person or organization.
 - F. **False Statements Regarding Candidate's Position.** A candidate shall not make a false statement about another candidate or a candidate's position on an issue involving the Cooperative.
 - G. **No Coercion of Member.** A candidate shall not threaten, coerce, restrain, or exercise undue influence over the casting of a ballot by a member; cast more than one ballot per member; alter or tamper with a ballot sent to a member; duplicate a ballot sent to a member; or distribute a ballot to a member.
 - H. **No Coercion of Cooperative Employee.** A candidate shall not threaten, coerce, restrain, or exercise undue influence over an employee of the Cooperative to obtain the assistance of the employee in the candidate's election campaign.
 - I. **Employee Involvement.** No employee of the Cooperative shall, directly or indirectly, engage in any activity whatsoever to campaign or advocate for or against a nominee who is seeking a position on the Board of Directors of the Cooperative during working hours, while representing the Cooperative, while acting within the scope of their employment, or while using Cooperative property in any such election.

- J. **Statement on all Campaign Materials.** A candidate shall not disseminate, publish, post, or circulate any campaign materials, printed or electronic, without including a statement of the name and address of the candidate or the candidate's committee responsible for the preparation, dissemination, publication, posting, or circulation of such materials. The statement shall read: "Prepared and paid for by (name and address of candidate or candidate's committee)."
- K. **Factual Accuracy of Campaign Materials.** A candidate shall not disseminate, publish, post, or circulate any materials or information, whether printed or electronic, that is not factually accurate.
- L. **Publication of Campaign Materials.** Campaign materials shall be submitted to the Cooperative for approval at least two (2) weeks before publishing, posting, or circulating. Such approval does not mean that the Cooperative is endorsing one candidate over another.
- M. **No Financial Inducement.** A candidate shall not offer any item of monetary value to a member to induce the member to vote for a particular candidate or on an issue in a particular way.
- N. **Indirect Campaign Violations.** A candidate shall not conspire, solicit, or arrange for any member or group of members to engage in any of the foregoing activities.
- O. **No Claim Against the Cooperative.** The Cooperative will not be responsible for, and no member shall make any claim against, the Cooperative for the payment of attorney's fees and costs arising from the conduct of the election for directors under the provisions of this policy.
- P. **Candidate Photographs.** Each candidate shall have a picture taken by the Cooperative or they may submit one electronically that is subject to approval by the Cooperative. The candidate may receive an electronic copy of this picture for campaign use.
- Q. **Access to Member Lists for Campaign Mailings.** Campaigning for a position on the Board of Directors or nominating committee is referenced in Board Policy 4-35, Section C.1. and reads as follows: A list of membership names and addresses will be supplied to a printing company directly from the Cooperative, only after an Access to Member List Confidentiality and Non-Disclosure Agreement (Confidentiality Agreement) has been signed by the printing company. The printing company shall directly send the campaign materials provided by the individual campaigning for a position on the Board of Directors or nominating committee to members. All costs and expenses associated with a printing company, campaigning materials, labor, and postage will be at the expense of the candidate. The Confidentiality Agreement is attached to this policy.
- R. **Campaign Finance and Disclosure.**
1. To promote the fairness and transparency of the election process and the best interests of the Cooperative, a candidate must disclose all Campaign Contributions received. "Campaign Contribution" means: a financial contribution; an in-kind contribution; a gift; a donation; a loan to support the campaign; a promise or pledge to transfer money, goods, or services; paid personal services; or any other type of contribution from an individual, entity, group, business, partnership, political party, interest group, or union. Nothing contained

herein shall require a candidate to disclose the names of those individuals who solely donate their time as part of a campaign.

2. Each candidate who chooses to accept Campaign Contributions is required to file with the Cooperative for posting by the Cooperative on its website monthly Contributions Reports (form attached) containing:
 - a. The name and address of the source of each campaign contribution;
 - b. The amount of each contribution or the nature and value of an in-kind contribution;
 - c. The date the candidate accepted each contribution; and
 - d. The contributor's occupation and employer (from individual contributors).
3. A candidate shall not accept a financial contribution or other financial assistance from a person, corporation, or entity that competes directly with the business of the Cooperative or from any individual or entity which would create a conflict of interest with the candidate's duties as a director.
4. Personal Funds. A candidate who spends their own personal funds on the candidate's own campaign is not required to file a Contributions Report.
5. Timing of Filing of Contributions Reports: A candidate is required to file their Contributions Reports on the following schedule:
 - a. A candidate required to file a Contributions Report shall file on the last day of each month before the board election.
 - b. In addition, a candidate shall file a Contributions Report for any contribution or expenditure in the amount of one hundred dollars (\$100) or more not later than fourteen (14) days before the date of the election.
 - c. A Candidate shall file a final Contributions Report on the 30th day after the date of the election that includes any Campaign Contributions not previously disclosed.
 - d. Campaign Debt Retirement. If a candidate is elected, or appointed after the election, to a director position, and the candidate chooses to accept contributions intended to help retire the candidate's campaign debt, the candidate is required to file with the Cooperative for posting by the Cooperative on its website a Contributions Report within thirty (30) days after accepting each contribution.

S. Rule Enforcement Process.

1. Any member who believes that a candidate or director has violated any director election rule ("Complainant") may file a written complaint ("Complaint") with the Cooperative at the corporate office, together with any documents in support of the Complaint. The form of Complaint attached to this policy as Exhibit A shall be used and shall be made available by the Cooperative upon request. The Cooperative will send a copy of the Complaint to the candidate or director against whom the Complaint is made ("Respondent").
2. The Cooperative shall forward the Complaint to the Cooperative's attorney with a directive to handle the Complaint as expeditiously as possible in accordance with this policy. The Cooperative's attorney will promptly review the Complaint and determine whether the Complaint states a prima facie case that this policy has been violated. If the Cooperative's attorney determines the Complaint states a prima facie case, then, if possible, the Cooperative's attorney will set a

hearing on the Complaint as soon as possible. If a hearing is scheduled, all parties shall be given at least three (3) days' written (written would include e-mail, text, or other electronic means) notice of the hearing on the Complaint. The venue for hearing the Complaint shall be in Nobles County, Minnesota, or at any other place as agreed by the parties in writing. If a hearing is not possible, the parties shall be allowed to submit written statements with facts and arguments regarding their positions in the timeframe designated by the Cooperative's attorney.

3. If a hearing is scheduled, the Complainant and Respondent shall be entitled to appear at the hearing with legal counsel and present evidence for and against the charges made in the Complaint. The Complainant shall bear the burden of proof. Promptly after the hearing, the Cooperative's attorney shall determine whether there is clear and convincing evidence that a violation of an election rule was committed. If the Cooperative's attorney determines that a violation of an election rule was committed, the Cooperative's attorney shall recommend a penalty to the Cooperative's Board of Directors for implementation of the penalty, considering the nature and severity of the violation. The penalty must be appropriate to the violation committed.
4. Penalties may include:
 - a. an order to cease and desist from violating the rule,
 - b. a reprimand,
 - c. a censure,
 - d. a disqualification of the Respondent's candidacy,
 - e. a recommendation that the director resign or be removed from office, or
 - f. such other penalty as the Cooperative's attorney determines is appropriate.

The Cooperative's attorney may, but is not required to, submit their determination and the factual basis for the determination on the Complaint and the penalty to be imposed, if any, in writing (in writing would include e-mail or other electronic means but not texting) promptly to the Board of Directors. The Board of Directors shall promptly consider any penalty recommended by the Cooperative's attorney and act on that recommendation.

The Cooperative's attorney's decision is final and binding on the parties, without any basis to appeal or object to the decision. The Board of Director's decision is final and binding on the parties without any basis to appeal or object to the decision.

- T. **Affirmation of Director Qualification and Acknowledgement.** All candidates for the Board of Directors shall sign the Affirmation of Director Qualification and Acknowledgement.
- U. **Questions.** Questions regarding the election process shall be directed to the CEO/General Manager who, if needed, will consult with the Attorney for the Cooperative.

RESPONSIBILITY:

The CEO/General Manager shall be responsible for enforcement of this policy.

APPROVED: February 22, 2019

AMENDED: March 20, 2020; July 12, 2021; March 23, 2023

Member Access to Information

NOBLES COOPERATIVE ELECTRIC

BOARD POLICY 4-35

SUBJECT: Member Access to Information

PURPOSE: The Board of Directors of Nobles Cooperative Electric and the Cooperative's management and administration, strive to keep the Cooperative's members adequately informed about the Cooperative's operations and financial condition. To this end, the Cooperative, through its newsletters, website, reports at annual meetings, and other communications routinely make available such information to the members. At times, the Cooperative's members may desire access to certain records of the Cooperative. At the same time, the Cooperative has a duty to ensure that records are kept and maintained in a business-like manner. There are also certain records of the Cooperative which are required to be kept strictly confidential and not subject to unauthorized review or disclosure. This policy offers guidance when a written request to the CEO/General Manager of the Cooperative on the "Member Information Request" is necessary and what records are not available to the Members of the Cooperative. Regardless of whether a written request is required, the request shall be at a reasonable time for any lawful purpose relevant to the Members' interests. This policy offers guidance to ensure the Cooperative meets the statutory requirements for the disclosures of corporate records without compromising the best interests and privacy of the Cooperative, its employees, or individual members. It also offers guidance on the types of information that may be disclosed, to whom, and under what conditions.

POLICY: **A. Information that is available upon reasonable notice and without a written request after removal of any personal information pertaining to an individual member or employee of the Cooperative:**

1. Cooperative Records

- Copies of articles of incorporation, bylaws, rate schedules, and service rules and regulations.
- Minutes of member meetings except proprietary or confidential portions.
- General financial reports.
- The names, addresses, and telephone numbers of members of the Board of Directors.
- The newsletter, member packet, and other printed materials prepared by the Cooperative for general distribution.
- Information posted on the Cooperative's website.
- Information about the director election process.

2. Member Records

- Members may request their own member records, normally including prior 24-month kWh consumption; billing data from the same period, and/or copies of correspondence from the same period at no cost.
- Requests for member records exceeding the term of the most recent 24 months may require an administrative fee.
- Member records as noted in this Policy may be released to a third party if the Member gives written consent to release the information to a third party. The "Authorization to Release Information" is attached to this

policy. Members may also consent to release records to a third party via an Interconnection Application.

B. Information where a signed “Member Information Request” is necessary.

The “Member Information Request” shall be sent to the Cooperative and addressed to the CEO/General Manager at least five (5) business days prior to the desired inspection and/or release of information. The request will be reviewed as provided in this Policy. The “Member Information Request” is attached and is part of this policy. These records require authorization and a “Member Information Request” for approval:

1. Operating and financial reports that are regularly submitted to the Rural Utilities Service (RUS) and other financial partners of the Cooperative, such as RUS Form 7, Form 990 “Return of Organization Exempt from Income Tax”, etc.
2. Approved work plans for the Cooperative’s future construction, operations, and maintenance.
3. Official audit reports.
4. Approved budgets for operations and capital improvements.
5. General employee records, such as the number of employees, employees by category, or total payroll, shall be available to cooperative members. Individual employee records including attendance records, sick leave used, salary levels, performance reviews, etc. are considered confidential and shall not be made available by the Cooperative.
6. Information concerning director compensation and expenses, as well as the record of director attendance at meetings.
7. Other records or information required to be made available by law.

C. Access to Member Lists

1. **Campaigning for a position on the Board of Directors or nominating committee.** A list of membership names and addresses will be supplied to a printing company directly from the Cooperative, only after an Access to Member List Confidentiality and Non-Disclosure Agreement (Confidentiality Agreement) has been signed by the printing company. The printing company shall directly send the campaign materials provided by the individual campaigning for a position on the Board of Directors or nominating committee to members. All costs and expenses associated with a printing company, campaigning materials, labor, and postage will be at the expense of the Member. The Confidentiality Agreement is attached to this policy.
2. **Director and Nominating Committee Candidates.** An authorized individual, defined as an individual approved to receive the information by the CEO/General Manager and/or the Board of Directors, may obtain a list of membership names and addresses for the sole purpose of finding candidates to serve on the Board of Directors or the Nominating Committee. The authorized individual is required to sign a Confidentiality Agreement in order

to receive the list of membership names and addresses. The list of membership names and addresses shall be limited to the applicable district. The Confidentiality Agreement is attached to this policy.

D. Procedure for records that require authorization and a written application

1. The written application, as executed, will be reviewed by the CEO/ General Manager and management staff, who may consult with the Cooperative's general counsel.
2. If it is concluded that the request is sincere and in good faith, and the information requested and the purpose for which it is requested are relevant to the requesting person's status and interest as a member of the Cooperative, the Cooperative will provide for the time and manner for making such information available for inspection or copying during normal business hours of the Cooperative.
3. If there is any disagreement as to whether to provide the requested information, the matter will be referred to the Cooperative's Board of Directors for decision. In no event may any cooperative information be released to a member, except as provided by this policy.
4. Any inspection shall be during regular business hours.
5. The Member shall sign a Confidentiality and Non-Disclosure Agreement as attached to this policy prior to receiving any information pursuant to a written request.
6. Without regard to the action that is or may be taken in response thereto, the CEO/General Manager will report at each meeting of the Board of Directors with respect to any members' information requests received since the last such report.
7. A reasonable fee may be charged to the requesting member for labor and materials associated with the inspection and copying of records.

E. The following records from this policy are expressly excluded:

1. Information related to a pending lawsuit involving the Cooperative, its directors, and employees.
2. Information that would invade an individual's privacy.
3. Confidential information including employee personnel records and potential contract work that has not been negotiated.
4. Any information that constitutes trade secret, confidential commercial or financial information of the Cooperative, or information that was provided in confidence by a third party to the Cooperative.
5. Any information that, if made public, would adversely affect the Cooperative.

6. Any information that would violate the privilege of confidential communication between the Cooperative and its attorneys.
7. Accounts receivable, payments made to vendors, contractors, advisors, or consultants that are not otherwise required to be disclosed by law or regulation.
8. Technical or operating information, the release of which could adversely impact the security of the Cooperative's electric system.
9. Information that is legally privileged.
10. Any other records or information not required to be made available by law.

RESPONSIBILITY:

The CEO/General Manager shall be responsible for carrying out this policy.

APPROVED: February 22, 2019

EFFECTIVE: February 22, 2019

AMENDED: January 20, 2022; March 24, 2022

ACCESS TO MEMBER LISTS

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

NOBLES COOPERATIVE ELECTRIC

THIS ACCESS TO MEMBER LISTS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between NOBLES COOPERATIVE ELECTRIC, whose address is 1505 20th Street, Slayton, MN 56172, and its subsidiaries, successors, affiliates, and assigns (herein "NCE"), and _____, whose address is _____ (herein "Receiving Party"). This agreement is dated effective _____, 20____ (the "Effective Date").

RECITALS

WHEREAS, Receiving Party is a member of NCE or a company or organization who will receive a list of NCE's members, including names, addresses, and contact information pursuant to NCE Board Policy 4-35(C).

WHEREAS, before receiving a list of NCE's members, including names, addresses, and contact information pursuant to NCE Board Policy 4-35(C), NCE Board Policy 4-35(C) requires that Receiving Party sign a Confidentiality and Non-Disclosure Agreement prior to receiving any information.

WHEREAS, the parties desire to enter into this Agreement to outline the obligations of the Receiving Party to avoid unauthorized disclosure of NCE's Information as that term is defined below by the Receiving Party.

NOW, THEREFORE, as a condition to Receiving Party receiving the Information (as that term is defined herein), in consideration of the recitals set forth above, which are hereby incorporated by reference, and for other good and valuable consideration, the parties agree as follows:

1. As used herein, the term "Information" shall mean all information and documents received by the Receiving Party from NCE, including, but not limited to, a list of NCE's members that includes names, addresses, and contact information.
2. Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the Information, and shall not disclose the Information or any part thereof to any person or entity unless that use, disclosure and dissemination is done pursuant to NCE Board Policy 4-35(C). The Receiving Party agrees to abide by NCE Board Policy 4-35(C).
3. The term Information does not include information which:
 - (a) is generally available to the public;
 - (b) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party;
 - (c) prior to disclosure hereunder, is property within the legitimate possession of Receiving Party which can be verified by independent evidence;
 - (d) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of third party's or Receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or

- (e) is independently developed by Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence.
4. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for as long as Receiving Party continues to possess or have access to the Information. Except as otherwise specified herein, Receiving Party shall make no use of such Information whatsoever, notwithstanding the termination or expiration of this Agreement. All Information shall remain the exclusive property of NCE, and Receiving Party shall have no rights, by license or otherwise, to use the Information except as expressly provided herein.
 5. If Receiving Party is requested by a Governmental entity or other third party to disclose any Information, he/she will within forty-eight (48) hours of such request notify NCE in order to permit NCE to seek a protective order or take other appropriate action. Receiving Party will cooperate in NCE's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Information. If, in the absence of a protective order, Receiving Party, in the written opinion of its counsel addressed to NCE, is compelled as a matter of law to disclose the Information, he/she may disclose to the party compelling the disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to such disclosure, Receiving Party will advise and consult with NCE and its counsel as to such disclosure and the nature and wording of such disclosure) and Receiving Party will use his/her best efforts to obtain confidential treatment therefore.
 6. It is agreed that the unauthorized disclosure or use of any Information may cause immediate or irreparable injury to NCE, and that NCE may not be adequately compensated for such injury in monetary damages. Because money damages may not be a sufficient remedy for any breach of the covenants and agreements of Receiving Party in this Agreement, NCE shall be entitled to specific performance, injunctive and other equitable relief (without bond) as a remedy for any such breach of this Agreement in addition to all monetary remedies available at law or in equity.
 7. This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement shall not be amended, modified, released, discharged, abandoned or otherwise terminated prior to the expiration, in whole or in part, except by written agreement signed by the parties hereto.
 8. This Agreement shall inure to the benefit of the respective parties, their legal representatives, successors, and assigns. This Agreement is deemed by the parties to be made and entered into in Minnesota and shall be governed by, construed and enforced exclusively in accordance with the laws of the State of Minnesota.
 9. In the event that any provision, or any portion thereof, of this Agreement is determined by competent judicial, legislative or administrative authority to be prohibited by law or illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.
 10. Receiving Party agrees to notify NCE within twenty-four (24) hours upon discovery of any unauthorized use or disclosure of the Information or any other breach of this Agreement by Receiving Party or others, and Receiving Party will cooperate with NCE to assist NCE to regain

possession of the Information and prevent its further unauthorized use or disclosure. Receiving Party agrees to not use the Information, or any portion thereof, in competition with or against NCE, directly or indirectly.

11. The language in this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party.
12. The Receiving Party shall defend, indemnify, and hold NCE harmless from any and all claims, damages, and/or losses as a result of any breach of this Agreement and any disclosure of the Information.

IN WITNESS WHEREOF, the parties have executed this Agreement, and intend it to be effective as of the Effective Date.

Agreed and Accepted:

Receiving Party

(Print Name)

Dated: _____

Agreed and Accepted:

NOBLES COOPERATIVE ELECTRIC

By _____
Adam Tromblay

Its CEO/General Manager

Dated: _____

Social Media Communications

NOBLES COOPERATIVE ELECTRIC

BOARD POLICY 5-32

SUBJECT: Social Media Communications

PURPOSE: To establish a policy that provides the Cooperative's employees and directors with effective, consistent standards for using social media.

DEFINITIONS: "Social Media" in this policy shall mean all participant-based or affiliation-based digital social networking communication technologies, which connect participants with one another to share information and engage in conversations on topics of mutual interest. Social Media is an umbrella term describing a variety of communication media and platforms. For purposes of this policy, examples of Social Media include Facebook, X, Snapchat, YouTube, Flickr, and Pinterest.

GENERAL: The Cooperative recognizes that Social Media is an important means in which many cooperative members communicate. Social Media is immediate and efficient, offering real-time communication to and from our members. It builds trust, improves stakeholder relationships, and gives the Cooperative the opportunity to take a leadership role in what is said about, and in issues related to, the Cooperative. Social Media is unfiltered. What is posted can be subject to misinterpretation and is permanent. Therefore, employees and directors must use Social Media thoughtfully, appropriately, and professionally.

POLICY:

- A. The CEO/General Manager has designated the Member Services Manager as the voice of the Cooperative on all Social Media channels. Other employees designated as backups include the CEO/General Manager, Communications Consultant, and Line Superintendent.
- B. Social Media is both public and universal, others can see your posts, whether intended or not. The Cooperative expects employees and directors to extend the same standards of conduct expected in their Cooperative roles to their personal online presence as well. When posting in an official or personal capacity, what you say and post online will reflect on the Cooperative.
- C. Social Media will not be used to intimidate, threaten, or harass Cooperative employees, directors, or members.

STANDARDS: The following standards have been established for using Social Media:

- A. Employees and directors shall not use Social Media to post or display comments about co-workers, supervisors, directors, the Cooperative, or its members that are vulgar, obscene, threatening, intimidating, harassing, or that in any way violate the Cooperative's policies. Discriminatory or harassing comments or posts about any cooperative employee, director, or member due to the employee's, director's, or member's race, color,

religion, sex, national origin, disability, veteran status or any other status protected by state or federal law are prohibited.

- B. Employees and directors will not include copyrighted or trademarked material in Social Media posts without express permission from the copyright or trademark holder. This includes embedding any song, video, or picture in any post.
- C. Disclosure of cooperative information such as financial, operating, customer service, or engineering matters may only be made with the approval of the CEO/General Manager.
- D. Designated employees (Member Services Manager, CEO/General Manager, Communications Consultant, and Line Superintendent) may post on Social Media or otherwise access Social Media sites as part of their job duties.
- E. The Cooperative's equipment shall not be used to access Social Media sites for personal use. Employees and directors may use personal electronic devices to access Social Media during non-working time or outside of board meetings, provided it does not interfere with their Cooperative responsibilities.
- F. Terms of use for people posting on the Cooperative's Facebook page and other Social Media sites will be clearly articulated on the page. Follower posts will not be censored except when they are vulgar, obscene, threatening, intimidating, harassing, and discriminatory, of a commercial nature, or otherwise violate the posted terms of use. Conduct communications related to specific customer issues privately.

CONSIDERATIONS:

If you participate in an external Social Media site and mention your connection with the Cooperative, remember that the site is likely to have an almost unlimited number of potential audiences. Even though you may think you are not associated with the Cooperative or representing the Cooperative's views, any statements, images, or material you post may still be viewed as being on behalf of the Cooperative. To protect your reputation and the Cooperative's, keep the following in mind:

- A. Discretion is the best rule of thumb. If it's something you wouldn't say or a picture you wouldn't show if you were an official representative of the Cooperative, then it's probably not a good idea to put it on the Social Media site. Be respectful to yourself, to other employees and directors, to our members and to our partners. Would you want your mother to see it? Would you want to read about it on the front page of the Wall Street Journal?
- B. Your choice to use external Social Media sites and mention your connection to the Cooperative may trigger regulatory requirements. You can only identify your cooperative connection as described in the

requirements above. You cannot use external Social Media tools for selling products or services without prior compliance review and approval. Because of ongoing regulatory obligations, this approval is granted only for limited, corporately led initiatives.

- C. You may not mention non-public cooperative member information, confidential cooperative details, internal strategies, or other proprietary information about the Cooperative or its partners.
- D. Code of Conduct. Once you mention your connection to the Cooperative, your presence on the external Social Media site reflects the Cooperative. The same standards of employee, director, and contractor conduct that guide all our other actions should be followed when engaging in Social Media activities.
- E. Be legal. Respect all applicable laws, including copyright, data protection, libel and slander. Do not use statements regarding insurance, annuities, stocks, mutual funds, banking or other investment products if you have referenced your affiliation with the Cooperative. By identifying your association with the Cooperative and participating on a Social Media site, you may create unnecessary liability for the Cooperative and yourself.
- F. It's about you, not the Cooperative. You are participating in a Social Media site for yourself. You are not representing the Cooperative. The Cooperative logos and trademarks may not be used without written consent. Any media or legal inquiries that may come to you from the Social Media site regarding the Cooperative must be referred to the Cooperative's Attorney's Office.
- G. Be careful. Criminals can search through Social Media sites and piece together job titles, phone numbers and email addresses to launch sophisticated phishing schemes. Be aware and be ready.
- H. Don't forget your day job. Your participation in any external Social Media site should take place on your personal time and is not part of your job or board responsibilities. This Social Media policy is in addition to any broader cooperative requirements regarding appropriate systems and technology use.

RESPONSIBILITY:

- A. The CEO/General Manager shall be responsible for reviewing and making necessary changes in this policy as may be recommended or that are required by changing circumstances, subject to approval by the Board of Directors.
- B. Supervisors are encouraged to regularly remind employees of their responsibilities as outlined in this policy.
- C. Should there be a question of inappropriate or excessive personal Social Media use by an employee, the employee's manager or supervisor should

first discuss the problem with the employee to ensure that there is understanding of compliance. The employee's manager or supervisor shall be responsible for determining appropriate disciplinary action resulting from non-compliance.

- D. Questions of director compliance with this policy shall be addressed by the Board of Directors, consistent with this policy.

APPROVED: December 19, 2019

AMENDED: April 18, 2025; May 22, 2026; October 13, 2026

Sample Board Meeting Agenda

Board of Directors Meeting October 13, 2026 8:30 a.m.

Closed Meeting

1. Call Regular Meeting to Order
- * 2. Approval of Agenda/Additions to Agenda
- * 3. Minutes of the Last Regular Board Meeting (September 14)
- * 4. Approval of Consent Agenda Items
 - A. Disbursements
- * 5. Schedule December 2026 Board Meeting
- * 6. Approve Attorney Invoice
- * 7. Designate CEO Dorpinghaus as Fiserv Signer
8. 765 kV Transmission Project Communication
9. Board Policies
 - * A. 5-28 Parental Leave: Remove
 - * B. 5-32 Social Media Communications: Revised
10. Call to Order: Web Browser Version and AI Assistant
11. City of Slayton USDA REDL&G Rural Economic Development Grant
 - A. Josh Malchow, Slayton City Administrator 9 a.m.
 - * B. Resolution 26-10-01 City of Slayton USDA REDL&G Rural Economic Development Grant
12. Governance Talk: NRECA's Youth Tour – Investing in Tomorrow
13. Course and Conference Attendees
 - A. NRECA CCD Courses in Maple Grove (November 18-20 and December 2-3)
 - B. Mid-West Electric Consumers Association 68th Annual Meeting (December 8-10)
14. Director/Member Engagement
15. Director Reports
 - A. GRE
 - B. MREA
16. CEO/General Manager's Report
17. Department Reports
 - * A. Chief Financial Officer
 - B. Line Superintendent
 - C. Member Services Manager
 - I. 2026 3rd Quarter Report
 - II. Member Services Challenges
18. Innovative Ideas
19. Miscellaneous
22. Any Unfinished Business
- * 21. Adjourn

* *Action items*