

**BYLAWS**  
**OF**  
**SEATTLE UNIVERSITY ROWING FOUNDATION**

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**BYLAWS**  
**OF**  
**SEATTLE UNIVERSITY ROWING FOUNDATION**

**ARTICLE 1. OFFICES**

The principal office of the corporation shall be located at its principal place of business or such other place as the Board of Directors ("*Board*") may designate. The corporation may have such other offices, either within or without the State of Washington, as the Board may designate or as the business of the corporation may require from time to time.

**ARTICLE 2. MEMBERSHIP**

**2.1 Classes of Members**

The Corporation shall initially have one class of members. Additional classes of members, the manner of election or appointment of each class of members, the qualifications and rights of each class of members, and dues for members may be established by amendment to these Bylaws, so long as such amendments are not inconsistent with the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington, as amended), (the "*Act*") or the Corporation's Articles of Incorporation, as amended.

**2.2 Qualifications for Membership**

In order to qualify for membership, a potential member must meet one of the following requirements:

- (a) support the missions of the Teams and of the Rowing Foundation; and/or
- (b) support or wish to support the Teams and/or the Rowing Foundation through positive contributions of time, non-financial resources, and/or financial resources.

Members shall have such other qualifications as may be prescribed by amendment to these Bylaws.

**2.3 Establishment and Term of Membership**

Membership for those who have qualified for membership per Section 2.2 is established by the Board of Directors, by a subcommittee of the Board of Directors, or by a Director, whichever is so assigned by resolution adopted at any time by a majority of the Directors in office. At minimum, once a potential member meets the requirements for membership per Section 2.2 and before membership can be granted, there must be on file with the Corporation current contact information on the potential member. The term of membership is five (5) years, beginning from the point of initial establishment of

membership, or last qualification for membership if already a member, as listed in Section 2.2.

Members shall have such other requirements for establishment of membership as may be prescribed by amendment to these Bylaws.

#### **2.4 Voting Rights**

Members shall have the right to vote on the appointment and removal of directors, amendment of the Corporation's Articles of Incorporation and Bylaws, and to vote on any other issues submitted to them by the Board of Directors and shall have no other voting rights. Each member entitled to vote with respect to the subject matter of an issue submitted to the members shall be entitled to one vote upon each such issue.

#### **2.5 Expiration and Termination of Membership**

Membership shall automatically expire after a period of five (5) years has passed since the initial establishment of membership if no subsequent satisfaction of the qualifications for membership has been attained in that time period, or after a period of five (5) years has passed since the member has last satisfied the qualifications for membership contained in Article 2.2 of these Bylaws after initial establishment of membership. Upon expiration of membership, the member shall be marked as "Inactive." In addition, membership may be terminated for other good cause as determined by the Board of Directors, provided that the member is given notice of the reasons for termination at least sixty (60) days before such termination. The notice shall specify that the member shall have a right to appeal such termination, orally or in writing, to a person or committee selected by the Board of Directors, such appeal to be heard and determined not less than thirty (30) days prior to the effective date of termination. The person or committee hearing the appeal shall render a determination in writing and such determination shall be final.

#### **2.6 Status of Membership After Withdrawal, Expulsion, or Expiration of Membership**

All interests, privileges, or other rights in or with respect to the Corporation shall cease upon termination of membership by voluntary withdrawal, disqualification of or expiration of membership, or expulsion.

#### **2.7 Readmission After Expulsion or Expiration of Membership**

A member who has been expelled from membership in the Corporation may be readmitted as a member upon proof that the member is eligible for membership. The member's application shall then be treated in the same manner as that of a new member. The Board of Directors may, in its sole discretion and by the affirmative vote of a majority of the directors, determine it is in the best interests of the Corporation to permit such member's readmission.

## **2.8 Annual Meeting**

The annual meeting of the members for election of directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year during the month of May on the date and at the time each year as determined by the Board of Directors.

## **2.9 Special Meetings**

The Chair, the Board of Directors or not less than 50% of the members entitled to vote at such meeting, may call special meetings of the members for any purpose.

## **2.10 Meetings by Telephone**

Members of the Corporation may participate in a meeting of members by means of a conference telephone or similar communication equipment; provided, all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

## **2.11 Action by Members Without a Meeting**

Any action, which could be taken at a meeting of the members, may be taken without a meeting if a consent, in the form of a record setting forth the action so taken, is executed by all members entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall be inserted in the minute book as if it were the minutes of a meeting of the members.

## **2.12 Place of Meetings**

All meetings of members shall be held at the principal office of the Corporation or at such other place within the State of Washington designated by the Chair, the Board of Directors, by the members entitled to call a meeting of members, or by a waiver of notice executed by all members entitled to vote at the meeting.

## **2.13 Notice of Meetings**

The Chair, the Secretary, or the Board of Directors shall cause to be delivered to each member entitled to notice of or to vote at the meeting, in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) (as provided in Section 2.15), not less than ten (10) nor more than fifty (50) days before the meeting, a notice stating the place, date and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The method of notice need not be the same to each member. At any time, upon the request, in a tangible medium or by electronic transmission, of the members calling for a special meeting pursuant to Section 2.9 of the Bylaws, it shall be the duty of the Secretary to give notice of the special meeting of members to be held at a date,

time and place as the Secretary may fix, such date not to be less than ten (10) nor more than thirty-five (35) days after receipt of such request, (given due consideration of the time constraints for receipt of the notice stated above). If the Secretary shall neglect or refuse to issue such notice, the person or persons making the request may do so and may fix the date, time and place for such meeting. If notice is delivered in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire or wireless equipment that transmits a facsimile of the notice. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Corporation with postage thereon prepaid. Other forms of notice in a tangible medium described in this paragraph are effective when received.

#### **2.14 Notice by Electronic Communication**

If notice is provided in an electronic transmission, it must satisfy the following requirements of Section 4.10 of these Bylaws.

#### **2.15 Waiver of Notice**

##### **2.15.1 Waiver**

Whenever any notice is required to be given to any member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the members need be specified in the waiver of notice of such meeting.

##### **2.15.2 Waiver by Attendance**

The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened.

#### **2.16 Quorum**

Unless a greater portion is required by these Bylaws, the Articles of Incorporation, or applicable Washington law, one tenth of the members of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the members. If less than a quorum of the members entitled to vote is represented at a meeting, a majority of the members so represented may adjourn the meeting and establish a date and time for the meeting to reconvene without further notice.

## **2.17 Manner of Acting**

A majority of the votes entitled to be cast by the members represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by applicable Washington law, the Articles of Incorporation or these Bylaws. A member may vote in person, by mail, by electronic transmission, or by proxy.

## **2.18 Proxies**

A member may vote by proxy in the form of a record executed by the member or by his or her duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. A proxy shall become invalid eleven (11) months after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specific meeting shall entitle the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment of such meeting.

# **ARTICLE 3. BOARD OF DIRECTORS**

## **3.1 General Powers**

The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the Corporation's properties and funds shall be vested in, its Board of Directors, except as otherwise provided in the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington) (the "Ace") or the Corporation's Articles of Incorporation.

## **3.2 Number of Directors**

The Board shall consist of not less than three (3) nor more than twenty-one (21) Directors, excluding ex officio positions. In addition, the Seattle University Women's and Men's Head Rowing Coaches shall serve as ex-officio members of the Board, unless one or both has been removed from office by the Board of Directors, in which case a suitable replacement or replacements shall be required; if Men's Rowing is organized as a Club and not as a sport within the Department of Athletics, the Men's representative position may be held by one of the student-officers of the Club at the discretion of the Club's board of student-officers. Henceforth in this document the assumed ex-officio position for Women's Rowing shall be the Women's Head Rowing Coach. The number of Directors may be increased or decreased (within the stated limits) at any time, and from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

### **3.3 Qualifications**

Directors shall be individuals who have reached the age of majority, are members of the Corporation under Article 2 of these Bylaws, and shall have such other qualifications as the Board may prescribe by amendment to these Bylaws.

### **3.4 Duties of Directors**

Each director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve, in good faith, in a manner that such director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

### **3.5 Election of Directors**

After the first annual meeting of members, the member or members of one class of directors shall each be elected by a majority of the membership at each annual membership meeting, to hold office until the expiration of the term of office of the class of directors into which elected, and until his, her or their respective successors are elected and qualified. Members shall elect directors from a slate of qualified candidates that is proposed by a nominating committee, which is appointed by the Chair of the Board of Directors. The nominating committee shall consist of the Seattle University Men's and Women's Head Rowing Coaches, or the Women's Head Rowing Coach and the Men's Representative if Men's Rowing at Seattle University is organized as a Sport Club, and one or more Board members appointed by the Chair.

### **3.6 Classification and Term**

The directors shall be divided into three (3) groups and shall be known as Class I, Class II and Class III. The initial Class I directors shall hold office until the first annual election of directors, the initial Class II directors shall hold office until the second annual election of directors, and the initial Class III directors shall hold office until the third annual election of directors. Thereafter, directors of each class shall serve for a term of three (3) years, commencing on the date of election and each director shall hold office until his or her successor is elected and qualified, or until his or her death, resignation or removal. At each subsequent annual meeting of directors, the successors of those directors whose terms then expire shall be elected to serve for a term of three (3) years and until their successors are elected and qualified, or until their death, resignation or removal. Any director, including the initial directors, may serve an unlimited number of terms, including successive terms, and shall not be disqualified by reason of having served previously as a director.

### **3.7 Increase in Number**

If the Board of Directors increases the number of directors as provided in these Bylaws, such position shall be filled by the affirmative vote of a majority of the remaining

Board of Directors even though less than a quorum of the Board of Directors may be present at the meeting. The Board of Directors may make any such appointment at any of its meetings.

### **3.8 Vacancies**

A vacancy in the position of director may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board; such an elected director may be a current director or a member of the Corporation. A director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

### **3.9 Resignation**

Any director may resign at any time by delivering notice in the form of a record to the president or the secretary at the principal office of the Corporation, or by giving such notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **3.10 Removal**

At any regular meeting, or at any special meeting called expressly for that purpose, the members or the Board of Directors may remove from office, with or without cause, one or more non ex-officio directors as long as there is at least one (1) non ex-officio director remaining after such removal. The members or the Board of Directors may remove from office, with or without cause, one or more ex-officio directors as long as there is a positive vote of two-thirds (2/3) of the remaining directors and there is a plan set forth for the immediate replacement of that ex-officio director or directors with an appropriate person or people.

### **3.11 Compensation**

Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings or otherwise directly incident to their duties as directors may be paid or reimbursed by the Corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

### **3.12 Standing or Temporary Committees**

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees. Each standing or temporary committee established by the Board of Directors shall:

- (a) Consist of two or more directors;

(b) Be governed by the same rules regarding meetings, action without meetings, notice, and waiver of notice, and quorum and voting requirements as apply to the Board of Directors;

(c) To the extent provided in such resolution, have and exercise the authority of the Directors in the management of the corporation; provided, however, that the Board of Directors may not delegate its authority to:

- (i) amend, alter or repeal these Bylaws;
- (ii) elect, appoint or remove any member of any other committee or any Director or officer of the corporation;
- (iii) amend the Articles of Incorporation;
- (iv) adopt a plan of merger or consolidation with another corporation;
- (v) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business;
- (vi) authorize the voluntary dissolution of the corporation or revoke proceedings therefor;
- (vii) adopt a plan for the distribution of the assets of the corporation; or
- (viii) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by a committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it, or him or her, by law. The Board of Directors shall have the power at any time to change the members of any such committee, to fill vacancies, and to discharge any such committee.

### **3.12.1 Resignation of Committee Members**

Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairman of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **3.12.2 Removal of Committee Members**

The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee elected or appointed by it.

### **3.13 Executive Committee**

#### **3.13.1 Number**

In addition to the temporary and standing committees established under Section 3.12 hereof, each year the Board of Directors shall elect an Executive Committee from among its directors. The exact number of members of the Executive Committee may vary from time to time, provided, however, that the Executive Committee shall, at a minimum, be composed of the following: the Chair, Vice Chair, Secretary and Treasurer of the Board of Directors.

#### **3.13.2 Vacancies**

Vacancies in the executive committee shall be filled by the Board of Directors.

#### **3.13.3 Executive Powers and Functions**

During the intervals between meetings of the Board of Directors, the Executive Committee shall, subject to Section 3.12 hereof, possess and may exercise all the powers and functions of the Board of Directors in the management and direction of the affairs of the Corporation in all cases in which specific direction shall not have been given by the Board of Directors. The Executive Committee may conduct business on behalf of the Board of Directors at any Executive Committee meeting provided that the nature of the business to be conducted is communicated in writing to all directors at least two weeks prior the Executive Committee meeting.

## **ARTICLE 4. MEETINGS OF BOARD OF DIRECTORS**

### **4.1 Annual Meeting**

The annual meeting of the Board shall be held during the month of May on the date and at the time each year as chosen by the Board of Directors, for the purposes of electing directors and officers and transacting such other business as may properly come before the meeting. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

### **4.2 Place of Meetings**

All meetings shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

### **4.3 Regular Meetings**

By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings of the Board of Directors or any committee designated by the Board of Directors without any other notice than such resolution. If no such resolution is adopted, then the Board of Directors may call meetings pursuant to the notice provisions set forth in Sections 4.9 and 4.10. Additionally, the Board of Directors shall meet at the request of either the Seattle University Women's or Men's Head Rowing Coach or, if the Men are formed as a Club, also by the highest ranking student-officer of the Club or by resolution of the Club's student-officers. The date, time and place of such meetings shall be determined by the Board of Directors in consultation with the Seattle University Women's or Men's Head Rowing Coach, Club student-officer, or Club board. Meetings requested by the Seattle University Women's or Men's Head Rowing Coach, ranking Club student-officer, or Club board must be called pursuant to the notice provisions set forth in Sections 4.9 and 4.10.

### **4.4 Special Meetings**

Special meetings of the Board of Directors or any committee designated by the Board of Directors may be called by or at the request of the Chair or any one or more of the directors in office, or in the case of a committee meeting, by the chair of the committee, by executing a record. The person or persons authorized to call special meetings may fix the place, either within or without the State of Washington, and time for holding any special Board of Directors or committee meeting called by them. Notice of a special meeting shall be given as provided in Sections 4.9 and 4.10.

### **4.5 Participation by Telephone**

Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

### **4.6 Presumption of Assent**

A director present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

- (a) the director's dissent or abstention from the action taken is entered in the minutes of the meeting;
- (b) the director delivers his or her dissent or abstention to such action to the person acting as the secretary of the meeting before the adjournment thereof; or
- (c) the director delivers such dissent or abstention to the secretary of the Corporation immediately after the adjournment of the meeting.

Notwithstanding the foregoing, such right to dissent or abstain shall not apply to a director who voted in favor of such action.

#### **4.7 Quorum**

Unless a greater portion is required by these Bylaws, the Articles of Incorporation, or applicable Washington law, a majority of the directors then in office shall constitute a quorum for the transaction of business or any particular item of business at any Board of Directors meeting, but in no event shall a quorum consist of less than one-third of the number of directors then in office. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

#### **4.8 Manner of Acting**

Each director shall be entitled to one (1) vote and the act of the majority of the directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law. A director may not vote or act by proxy at any meeting of directors.

#### **4.9 Notice of Meetings**

For any meeting of the Board of Directors or any committee designated by the Board of Directors for which notice is required by these Bylaws or by applicable Washington law, a notice stating the place, date, and hour of the meeting shall be delivered to each director at his or her address shown on the records of the Corporation prior thereto in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) (as provided in Section 4.10). The method of notice need not be the same to each director. Such notice shall be delivered at least seven (7) days prior to the meeting. If notice is delivered in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation with postage thereon prepaid. Other forms of notice in a tangible medium described in this paragraph are effective when received. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated by the Board of Directors need be specified in the notice.

#### **4.10 Notice by Electronic Transmission**

If notice is provided in an electronic transmission, it must satisfy the following requirements:

(a) Notice to directors in an electronic transmission that otherwise complies with these Bylaws is effective only with respect to directors who have consented, in the form of a record, to receive notices by electronic transmission.

(i) Notice to directors includes material that these Bylaws require or permit to accompany the notice.

(ii) A director who provides consent, in the form of a record, to receipt of notices by electronic transmission shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be sent by electronic transmission.

(iii) A director who has consented to receipt of notices by electronic transmission may revoke the consent by delivering a revocation to the Corporation in the form of a record.

(iv) The consent of any director is revoked if the Corporation is unable to deliver two consecutive notices by electronic transmission in accordance with the consent, and this inability becomes known to the secretary of the Corporation or other person responsible for giving the notice. The inadvertent failure by the Corporation to treat this inability as a revocation does not invalidate any meeting or other action.

(b) Notice to directors who have consented to receipt of notices by electronic transmission may be provided by posting the notice on an electronic network and delivering to the director a separate record of the posting, together with instructions regarding how to obtain access to this posting on the electronic network.

(c) Notice provided in an electronic transmission is effective when it:

(i) Is given by electronic transmission to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or

(ii) Has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.

## **4.11 Waiver of Notice**

### **4.11.1 Waiver by Communication**

Whenever any notice is required to be given to any director or committee member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in the form of a record executed by the director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of

such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

#### **4.11.2 Waiver by Attendance**

Attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### **ARTICLE 5. ACTIONS BY UNANIMOUS CONSENT IN LIEU OF MEETING**

Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the state of Washington, to be taken at a meeting of the directors of the Corporation or at a meeting of a committee of the Board of Directors may be taken without a meeting if a consent, in the form of a record setting forth the action so taken, shall be executed by all of the directors or all of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such consent shall have the same force and effect as a unanimous vote, and may be described as such. Any such consent shall be inserted in the minutes book as if it were the minutes of a meeting of the Board of Directors. For purposes of this section, record means information inscribed on a tangible medium or contained in an electronic transmission.

### **ARTICLE 6. OFFICERS**

#### **6.1 Positions and Qualifications**

The officers of the Corporation shall consist of a Chair, Vice Chair, a Secretary, and a Treasurer, each of whom shall be elected from the Board of Directors by the Board of Directors. Other officers and assistant officers may be elected or appointed by the Board of Directors, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except the offices of president and secretary. All officers must be directors of the Corporation. Additionally, the positions of Chair, Vice-Chair, Treasurer, and Secretary may only be filled by members of the Corporation who are not directly employed by Seattle University's Athletic Department or University Recreation Department.

## **6.2 Chair**

The Chair shall be the chief executive officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general supervision of the business and affairs of the Corporation. The Chair shall preside at meetings of the Board of Directors. The Chair shall sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as are assigned to him or her by the Board of Directors from time to time.

## **6.3 Vice Chair**

The Board of Directors shall elect a Vice Chair who shall assist the Chair in carrying out the programs of the Corporation. In the event of the death of the Chair or his or her inability to act, the Vice Chair shall perform the duties of the Chair, except as may be limited by resolution of the Board of Directors, with all the powers of and subject to all the restrictions upon the Chair. The Vice Chair shall have, to the extent authorized by the Chair or the Board of Directors, the same powers as the Chair to sign deeds, mortgages, bonds, contracts or other instruments. The Vice Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair or the Board of Directors.

## **6.4 Secretary**

The Secretary shall be responsible for ensuring that minutes of meetings of the Board of Directors are recorded and maintained, and to the extent minutes of meetings of committees of the Board of Directors are recorded, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the name and address of each director and each officer; sign with the Chair, or other officer authorized by the Chair or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or the Board of Directors.

## **6.5 Treasurer**

The Treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the Chair or the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the Treasurer shall give a bond for the faithful

discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

#### **6.6 Election and Term of Office**

The officers of the Corporation shall be elected each year by the Board of Directors at its annual meeting. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or, if later, until his or her successor is elected. Officers shall be permitted to serve up to three consecutive terms in the same position. An officer may serve additional terms, provided that after serving three consecutive terms in the same office such officer ceases to be an officer for a period of one year. An officer need not cease being an officer for one year if such officer is serving consecutive terms in different offices.

#### **6.7 Vacancies**

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors.

#### **6.8 Resignation**

Any officer may resign at any time by delivering notice to the Board of Directors in the form of a record. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **6.9 Removal**

Any officer or agent elected or appointed by the Board of Directors may be removed from office, with or without cause, by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

#### **6.10 Compensation and Contract Rights**

The salaries, if any, of the officers shall be limited to reasonable compensation for services, as fixed from time to time by the Board of Directors or by any person or persons to whom the Board of Directors has delegated such authority. No officer shall be prevented from receiving a salary by reason of the fact that he or she is a director of the Corporation. Officers may also receive reimbursement for reasonable expenditures incurred on behalf of the Corporation. Election or appointment of an officer shall not of itself create contract rights.

## **ARTICLE 7. INTERESTS OF DIRECTORS AND OFFICERS**

### **7.1 Compensation**

Directors who receive any compensation for services in any capacity, directly or indirectly, from the corporation may not vote on matters pertaining to that Director's compensation.

### **7.2 Conflict of Interest**

Directors and officers shall disclose to the Board any financial interest which the Director or officer directly or indirectly has in any person or entity which is a party to a transaction under consideration by the Board. The interested Director or officer shall abstain from voting on the transaction.

### **7.3 Review of Certain Transactions**

Prior to entering into any compensation agreement, contract for goods or services, or any other transaction with any person who is in a position to exercise influence over the affairs of the corporation, the Board shall establish that the proposed transaction is reasonable when compared with a similarly-situated organization for functionally comparable positions, goods or services rendered.

## **ARTICLE 8. INDEMNIFICATION**

### **8.1 Definitions**

As used in this Article:

**8.1.1 "Agent"** means an individual who is, or was, an agent of the Corporation or an individual who, while an agent of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Agent" includes, unless the context requires otherwise, the estate or personal representative of an Agent.

**8.1.2 "Corporation"** means this Corporation, and any domestic or foreign successor entity.

**8.1.3 "Director"** means an individual who is, or was, a director of the Corporation or an individual who, while a director of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee

benefit plan, or other enterprise. "Director" includes, unless the context requires otherwise, the estate or personal representative of a Director.

**8.1.4 "Employee"** means an individual who is, or was, an employee of the Corporation or an individual who, while an employee of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Employee" includes, unless the context requires otherwise, the estate or personal representative of an Employee.

**8.1.5 "Expenses"** means all fees and expenses incurred in any Proceeding, including without limitation, the fees and expenses of counsel.

**8.1.6 "Indemnitee"** means an individual made a Party to a Proceeding because the individual is, or was, a Director, Officer, Employee, or Agent, and who possesses indemnification rights pursuant to the Articles of Incorporation, the Corporation's Bylaws, or other corporate action. "Indemnitee" shall also include the heirs, executors, and other successors in interest of such individuals.

**8.1.7 "Liability"** means the obligation to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

**8.1.8 "Officer"** means an individual who is, or was, an officer of the Corporation or an individual who, while an officer of the Corporation, is, or was, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Officer" includes, unless the context requires otherwise, the estate or personal representative of an Officer.

**8.1.9 "Party"** includes an individual who was, is, or is threatened to be, named a defendant or a respondent in a Proceeding.

**8.1.10 "Proceeding"** means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

## **8.2 Indemnification Rights of Directors, Officers, Employees and Agents**

**8.2.1** The indemnification rights and the right to advancement of expenses of the Corporation's Directors shall be as set forth in the Articles of Incorporation. The procedures of paragraph 7.3 shall apply to such indemnification rights and advancement of expenses unless the Board of Directors adopts or approves further indemnification and expense advancement arrangements as may be permitted by law.

**8.2.2** The indemnification rights of the Corporation's Officers, Employees and Agents shall be as set forth in these Bylaws. The Corporation shall indemnify its Officers, Employees and Agents to the full extent permitted by law, subject to RCW 23B.08.510 through RCW 23B.08.550, against Liability arising out of a Proceeding to which such individual was made a Party because the individual is or was an Officer, Employee or Agent of the Corporation. The Corporation shall advance Expenses incurred by such Officer, Employee or Agent who is a Party to a Proceeding in advance of final disposition of the Proceeding, as provided herein. Notwithstanding the foregoing, no indemnification shall be provided under this Article if payment of any such amount would result in an excess benefit transaction such that the Officer, Employee or Agent would be subject to the imposition of tax and any applicable correction procedures, including repayment of such amounts, under Section 4958 of the Internal Revenue Code of 1986 (the "Code") or the corresponding provision of any future federal tax law.

### **8.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.**

#### **8.3.1 Notification and Defense of Claim.**

Indemnitee shall promptly notify the Corporation, in the form of a record, of any Proceeding for which indemnification could be sought under this Article or the Articles of Incorporation. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power. With respect to any such Proceeding as to which Indemnitee has notified the Corporation:

(a) The Corporation shall be entitled to participate therein at its own expense; or

(b) Except as otherwise provided below, to the extent that it may wish, the Corporation, jointly with any other indemnifying Party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnitee of its election to assume the defense, the Corporation will not be liable to Indemnitee under this Article for any Expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such Proceeding, if:

(a) The employment of counsel by Indemnitee has been authorized by the Corporation, in which case all Expenses shall be borne by Indemnitee;

(b) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense, in which case all Expenses shall be borne by Indemnitee; or

(c) The Corporation shall not, in fact, have employed counsel to assume the defense of such Proceeding, in which case Expenses related to Indemnatee's counsel shall be borne by the Corporation.

The Corporation shall not be entitled to assume the defense of any Proceeding brought by, or on behalf of, the Corporation or as to which Indemnatee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnatee in the conduct of the defense.

### **8.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification**

For the purpose of pursuing rights to indemnification under the Articles of Incorporation and/or this Article, Indemnatee shall submit to the Board or Directors a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitute an "Indemnification Statement").

Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnatee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to, or for the benefit of, the Indemnatee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnatee is not entitled to indemnification under the Articles of Incorporation; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnatee shall receive notice of such determination in the form of a record, which shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation Directors who are Parties may participate, consisting solely of two or more Directors not at the time Parties to the Proceeding; or (c) by special legal counsel as provided by RCW 23B.08.550.

Any determination that the Indemnatee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

### **8.3.3 Special Procedure Regarding Advance for Expenses**

An Indemnatee seeking payment of Expenses in advance of a final disposition of the Proceeding must furnish the Corporation, as part of the Indemnification Statement:

(a) a written affirmation, given in the form of a record, of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

(b) a written undertaking, in the form of a record constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined by the final disposition of a court of competent jurisdiction that the Indemnitee did not meet the required standard of conduct.

If the Corporation determines that indemnification is authorized, the Indemnitee's request for advance of Expenses shall be granted.

#### **8.3.4 Settlement**

The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding without the Corporation's consent, given in the form of a record. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's consent, given in the form of a record. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

### **8.4 Contract and Related Rights**

#### **8.4.1 Contract Rights**

The right of an Indemnitee to indemnification and advancement of Expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve, or to continue to serve, in his or her capacity with the Corporation. Such right shall continue as long as the Indemnitee shall be subject to any possible Proceeding. Any amendment to, or repeal of, this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

#### **8.4.2 Optional Insurance, Contracts, and Funding**

The Corporation may:

(a) Maintain insurance, at its expense, to protect itself and any Indemnitee against any Liability;

(b) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and

(c) Create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

### **8.4.3 Severability**

If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

### **8.4.4 Right of Indemnitee to Bring Suit**

If (a) a claim under the Articles of Incorporation and/or this Article for indemnification is not paid in full by the Corporation within sixty (60) days after notice of a claim has been received by the Corporation; or (b) a claim under this Article for advancement of Expenses is not paid in full by the Corporation within twenty (20) days after notice of a claim, then the Indemnitee may, but need not, at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither (a) the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification or reimbursement or advancement of Expenses to the Indemnitee is proper in the circumstances, nor (b) an actual determination by the Corporation (including its Board of Directors or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of Expenses, shall be a defense to the Proceeding or create a presumption that the Indemnitee is not so entitled.

### **8.5 Exceptions**

Notwithstanding any other provision herein or in the Corporation's Articles of Incorporation to the contrary, the Corporation shall not be obligated pursuant to the terms of this Article to indemnify or advance Expenses to Indemnitee with respect to any Proceeding:

(a) Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under the Bylaws, or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate.

(b) Instituted by Indemnitee to enforce or interpret rights under the Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

(c) For which any of the Expenses or Liabilities for indemnification being sought have been paid directly to Indemnitee by an insurance carrier under an insurance policy maintained by the Corporation.

(d) If the Corporation is prohibited by its Articles of Incorporation, the Act or other applicable law as then in effect from paying such indemnification and/or advancement of Expenses.

## **ARTICLE 9. ADMINISTRATIVE AND FINANCIAL PROVISIONS**

### **9.1 Books and Records**

The Corporation shall keep the following records at its registered office or its principal office in the State of Washington:

- (a) Current copies of its Articles of Incorporation and Bylaws, if such documents have been created and established, as amended;
- (b) Correct and adequate records of accounts and finances;
- (c) A record of officers' and directors' names and addresses;
- (d) Minutes of the proceedings of its Board of Directors, and any minutes that may be maintained by committees having any of the authority of the Board of Directors;
- (e) Copies of such documents as may be required to be made publicly available under the Code, including copies of its application for recognition of tax-exempt status on Form 1023 and copies of its Form 990, if such forms have been created and submitted; and
- (f) Such other records as may be necessary or advisable.

Such records may be made available in any manner and by any means permitted under the Act and the Code, as applicable. All books and records of the Corporation shall be open at any reasonable time to inspection by any director.

### **9.2 Accounting Year**

The accounting year of the Corporation shall be the twelve months ending June 30.

### **9.3 Loans**

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

### **9.4 Loans to Directors and Officers Prohibited**

No loans or advances shall be made by the Corporation to any of its directors or officers.

## **9.5 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 corporation shall be signed by such officer or officers, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

## **9.6 Deposits**

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

## **9.7 Rules of Order**

The rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this Corporation.

## **9.8 Amendment of Bylaws**

These Bylaws may be amended or repealed by the affirmative vote of one fifth of the members of the Corporation entitled to vote, represented in person or by proxy.