

**Bylaws of**

**The Inland Northwest LGBT Center**



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## **Definitions**

### **The Center**

Refers only to The Inland Northwest LGBT Center, the primary corporation of this document, unless otherwise noted.

### **The Board**

Refers to the collective body of the elected or appointed Board of Directors of The Center as described in Article III.

### **Directors**

Refers only to those individuals duly elected or appointed to the Board of The Center as described in Article III.

### **Officers**

Refers only to those duly elected or appointed Executive Officers of the Board of The Center as described in Article IV.

### **Employees**

Refers only to those individuals who are hired and given monetary compensation by the Center to perform such duties and tasks as may be required from time to time as described in Article V.

### **Executive Session**

Refers to a close-door Board meeting to discuss personnel issues including medical conditions and sensitive legal situations.

## **Article I Official Name**

The name of this Corporation shall be The Inland Northwest LGBT Center.

## **Article II Purpose**

The purpose of the Corporation is to meet the educational and/or charitable service needs of: individuals in the Inland Northwest LGBT community; those exploring their sexual orientation and/or gender identity; and other individuals sharing an interest in these issues.

## **Mission**

To build a vibrant LGBT community through collaborative programs promoting advocacy, education, and wellness.

*NOTE: We respect the right of all individuals to name themselves and to have that name recognized. We declare the term LGBT to include all sexual and identity minorities and their allies, including but not limited to questioning, queer, lesbian, transgender, gay, bisexual, two spirit and allied individuals.*

## **Article III THE Board**

### **Composition**

The Board shall consist of no less than five (5) and no more than fifteen (15) Directors. The Board may also appoint non-voting ex-officio members to the Board as is required or desired from time to time.

### **Duties of the Board**

The Center Board shall have the overall responsibility for the Corporation, including:

1. Determining the overall mission, vision and purpose of The Center;
2. Ensuring effective organizational planning through short and long term strategic planning;
3. Financial responsibility;
4. Making certain that financial resources are properly managed, including investments;
5. Approving the fundraising goals and plans, and participating in fundraising efforts;
6. Recruiting new Directors and providing ongoing Director training and development;

7. Performing all duties incident to the office and such other duties as may be prescribed from time to time, including but not limited to, task force or committee participation;
8. Assessing the Board's own performance through an annual board evaluation;
9. Enhancing The Center's public image;
10. Recruiting, supporting, and providing an evaluation of the Executive Director;
11. Ensuring the organization is properly managed; and
12. Contracting for an independent audit annually.

## **Qualifications**

To the extent that qualified persons are available, the Board shall be representative of segments of the LGBT population of the Inland Northwest.

## **Quorum and Voting**

A simple majority of the Directors shall constitute a quorum for the transaction of business of The Center, but less than a quorum may adjourn any meeting from time to time until a quorum is present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every Director is present, even though without notice, any business of The Center may be transacted.

When a quorum is present at any meeting, the vote of the majority of the Directors present shall decide any question brought before such meeting, unless the question is one which by express provision of the Articles of Incorporation or these By-laws requires a different vote, in which case such express provision shall govern and control the decision in question. When these By-laws require two-thirds (2/3) majority, the number shall be calculated based on the number of Directors present in a quorum unless otherwise indicated by the express provisions.

When issues must be decided prior to the next scheduled Board Meeting, a phone or electronic poll may be taken by a Director if a good faith effort is made to reach all Directors. Phone or electronic votes must be announced and entered into the official minutes at the subsequent business meeting of the Board.

1. If it is determined that at least a quorum of Board members did not vote in the poll, the decision may be declared invalid by majority vote at the subsequent meeting.
2. Phone or electronic polls are expressly forbidden for the matter of removing an Officer or Director from position.
3. If an electric poll fails to reach all Directors, the Officer conducting the poll must attempt to reach other Board members by telephone.
4. If the board finds that the Officer conducting the electronic poll fails to make a good effort to contact all Directors, the decision may be declared invalid by majority vote at the subsequent meeting.

5. The Board may impose such additional limitations as are necessary to limit or control electronic or phone polls.

## **Term of Office**

The term of office for each elected Director shall be three (3) years, commencing at the end of the annual electoral meeting. Elections shall be staggered so that each year 1/3 of the Directors shall be elected to a three (3) year term.

A Director may be elected to two (2) successive terms in office, for a total of 6 years. After serving two terms, a former director may be eligible to serve on the Board after a hiatus of two (2) years.

## **Resignation**

Any Director of the Corporation may resign at any time by giving written notice to the Board President or Secretary. The President or Secretary shall present all resignations to the Board. Any such resignation shall take effect at the time specified therein or, if such time is not specified therein, upon its acceptance by the Board. Any Director may withdraw her or his resignation and resume her or his position if done prior to the effective date as stated in the letter. After the effective date, she or he may be appointed or elected to the board at a later date.

## **Removal**

Any Director may be removed from her/his position for cause, after a hearing, by a vote of two thirds (2/3) of the Directors, excluding the Director in question. Voting may be either in person or by proxy. Notice must be sent to the Director to be removed at least twenty (20) days prior to such hearing. Such vote shall be taken at the next meeting called after the hearing. Cause for removal could include any of the following reasons:

1. By the establishment of misfeasance, malfeasance, or nonfeasance;
2. By the establishment of "conflict of interest," as described in Article XII;
3. By failing to adhere to the Board Member Letter of Agreement;
4. By establishment of malicious intent toward the welfare of the Corporation and its purposes or towards LGBT community or any segment thereof;
5. By establishing a vote of "no confidence" in the Director's ability to perform functions essential to their role; and/or
6. Having more than two consecutive unexcused absences or more than three unexcused absences in a 12 month period. An unexcused absence shall be one in which the member fails to notify a Director who will attend the meeting, prior to said meeting, of her/his intended absence.

In the event that a Director is removed and they are not in attendance at the time, the Board President is responsible for notifying the Director of her or his removal.

## **Electors/Election**

The Board shall be elected at an electoral meeting to be held each October. Candidates for election shall be announced at a meeting of the Board held at least twenty (20) days prior to the electoral meeting. Each member shall be elected to office by a majority vote of the eligible electors voting. Voting shall be either in person or by proxy, with a secret ballot. Eligible electors shall include all existing Directors, one representative of each partner organization, and such other persons as the Board shall recognize.

The acting Board shall establish the requirements for a partner organization and other electors. Voting shall be one vote per eligible elector.

The first election of the Board shall be by majority vote of the Corporation's Incorporators, such election to be held within three months of the organization's certification as a corporation.

## **Article IV Officers**

The Officers of the Corporation shall consist of a President, a Vice President, a Secretary, and a Treasurer. These Officer Positions make up the Executive Committee of the Board. The Board may create other Officer positions, in addition to the Officers herein named, as they shall deem necessary. All Officers must be Directors in good standing.

## **Elections and Term of Office**

The Board shall elect the Officers of the Corporation once each year in October. Each officer is appointed to a one-year term by the Board, from within the duly elected Board. Terms begin in November. Officers shall hold office for one (1) year and may serve three (3) successive terms in any Office for a total of three (3) years. A former office holder may be eligible for the same office again after a hiatus of two (2) years.

## **Resignation**

Any Officer may resign from their position by giving written notice to the President or Secretary. An Officer may resign from their position yet still remain on the Board. The President or Secretary shall present all resignations to the Board.

Resignation becomes effective at such a time as specified in the letter of resignation, unless the Board has cause to reject the resignation.

Any Officer may withdraw her or his resignation and resume her or his position if done prior to the effective date stated in the letter. After the effective date, she or he may be appointed or elected to Office at a later date.

## **Removal**

Any Officer can be removed from her or his position by a two-thirds (2/3) vote of the Board at any regular or special meeting for the same reasons and in the same manner as described in Article III.

An Officer may be removed from her or his Office, yet remain on the Board, per the discretion of the Board.

## **Vacancies**

In the event of an Officer vacancy, the Board may appoint, by majority vote, a qualified individual to serve until the next Annual Conference or election. Vacancies may not be filled earlier than the first regular meeting of the Board after the notice of vacancy has been given to the Directors.

## **Article V Staff**

Staff members may not be Directors.

## **Employees**

Employees shall be governed by these by-laws and such written "Personnel Policies of The Center," as have been approved by the Board.

## **Executive Director**

The Board shall appoint an Executive Director who shall be a paid employee and shall not be a Director of The Center. The Executive Director shall, subject to the supervision and direction of the President of the Board, be the general manager of The Center, with control over and responsibility for carrying out the Mission of The Center in general, and the day-to-day operations of The Center in particular.

The Executive Director shall have other such duties, powers, and responsibilities as the Board shall from time to time direct.

The Executive Director shall be a non-voting, ex officio (by virtue of one's office or position) member of the Board, unless directed otherwise by the Board.

The Board shall be responsible for the hiring and dismissal of the Executive Director by majority vote.

## **Article VI Management**

### **IRC Section 501(c) 3**

The Center is a non-membership corporation, organized exclusively for non-profit purposes within the meaning of section 501(c)3 of the Internal Revenue Code, and shall be managed solely by the Board.

### **Management**

The Board shall have entire management control of the business of the Corporation. In the management and control of the property, business, and affairs of the Corporation, the Board is hereby vested with all of the power possessed by the Corporation itself, so far as this delegation of authority is not inconsistent with the laws of the State of Washington, or with these By-laws. The Board Directors shall have power to determine the non-profit activities that the Corporation shall engage in and the manner in which the Corporation shall engage in such activities. Such determination by the Board shall be final and conclusive.

Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on:

1. By an Association exempt from Federal Income tax under section 501(c)3 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law); or
2. By an Association's contributions to which are deductible under section 170(c)2 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

## **Article VII Meetings**

### **General Meetings**

Regular meetings of the Board shall be held at least quarterly, at such places and at such times as the Board, by vote, may determine. All regular meetings of the Board shall be open to the public except when the Board operates in Executive Session.

Any meeting may be held by telephone conference or other similar communication equipment, so long as all participants can communicate with one another. All participating Directors shall be considered present during such meetings and have full voting rights.

### **Executive Session**

Only voting Directors in good standing and such individuals as are specifically invited by the President, or at the suggestion of a member of the Board in consultation with the President, may attend meetings in Executive Session.

If the Board makes a resolution during Executive Session, those decisions must be reported following the Executive Session in an open meeting and recorded into the minutes.

Details of the debate and discussion before and after resolutions during Executive shall be kept strictly confidential by all participating attendees unless otherwise indicated by the Board.

### **Special Meetings**

Special Meetings of the Board may be called at any time by the President or by 20% of the total number of members of the Board.

The Secretary shall give notice of the time, place and purpose of each special meeting by mailing or e-mailing the same at least two (2) days before the meeting or by telephoning the same at least one (1) day before the meeting to each Director.

## **Article VIII Special Corporate Actions And Regulations**

### **Execution of Written Documents**

When the execution of special contract, conveyance or other instrument has been authorized by the Board or any authorized officer, the President or Vice-President shall execute the same in the name and upon behalf of The Center. The Board shall have power to designate the Officers and other agents who shall have authority to execute any instrument on behalf of The Center.

1. The President or Vice-President legally represents the organization.

2. The Secretary must verify that the execution of such documents has been duly approved by the Board in accordance with these By-laws, the Articles of Incorporation, or other guiding documents approved by the Board and shall record these documents into the Corporate Record.

## **Signing**

The signing of checks, drafts and orders for payment, and other matters involving the collection, disbursement, and handling of money will be guided by the “Standing Operating Procedures” of The Center.

## **Depository**

The Board may select one or more banks for the deposit of Corporate Funds upon the appropriate resolution.

## **Article IX Corporate Funds and Investments**

### **Bank Accounts**

The Board is authorized to select such banks or other depositories, as it shall deem proper for funds of the Corporation.

The Executive Director, Board President and Board Treasurer shall be authorized, as described in these By-laws, to sign checks, drafts, or other payments of funds on behalf of the Corporation.

### **Investments**

The funds of the Corporation may be invested and reinvested from time to time in such property, stock, bonds, or other securities, as the Board may deem desirable.

The Executive Director shall follow the Investment Policies as approved by the Board. The Executive Director shall be authorized, as described in these By-laws, to so invest funds on behalf of the Corporation.

Corporate funds may remain uninvested to the extent deemed advisable by the Board or other financial advisors.

## **Article X Fiscal Year**

The fiscal year of the Corporation shall be July 1 through June 30.

## **Article XI Indemnification**

### **Regarding Third Party Actions**

The Center shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of The Center) by reason of the fact that he or she is or was a Director, Officer, Employee, or Agent of The Center, or is or was serving at the request of The Center as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of The Center, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

### **Corporate Actions**

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

### **Determination**

To the extent that a Director, Officer, Employee, or Agent of The Center has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in parts "Regarding Third Party Actions" or "Corporate Actions" of this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney fees)

actually and reasonably incurred by him in connection therewith. Any other indemnification under parts “Regarding Third Party Actions” or “Corporate Actions” of this Article shall be made by The Center under a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in parts “Regarding Third Party Actions” or “Corporate Actions” of this Article. Such determination shall be made either by the Board by a majority vote or a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or by independent legal counsel in a written opinion.

## **General Indemnification**

The indemnification provided by this Article shall not be deemed exclusive of any other indemnification granted under any provision in The Center's Articles of Incorporation, By-laws, agreement, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee, or Agent and shall inure to the benefit of the heirs and legal representatives of such a person.

## **Advances**

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by The Center in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Director, Officer, Employee, or Agent to repay such amount or amounts unless it ultimately be determined that he or she is to be indemnified by The Center as authorized by this Article.

## **Scope of Indemnification**

The indemnification authorized by this Article shall apply to all present and future Directors, Officers, Employees, and Agents of The Center and shall continue as to such persons who cease to be Directors, Officers, Employees or Agents of The Center and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other indemnification permitted by law.

## **Insurance**

The Center may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee, or Agent of The Center, or is or was serving at the request of The Center as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not The Center would have the power to indemnify him or her against any such liability under the laws of the State of Washington, as the same may hereafter be amended or modified.

## **Article XII Conflicts of Interest**

A Conflict of Interest arises when a Director or Officer has a contract, transaction, or financial relationship with The Center. The Board member's interests may be personal or professional.

1. A conflict of interest does not exist only when interests are at odds. A conflict of interest exists when there is potential for interests to be at odds.
2. A conflict of interest exists in the context of the best interests of the Corporation. This means that it is not only sufficient for the organization to benefit, but how the decision is made is also of importance.

### **Disclosure**

Directors and Officers must disclose potential conflicts of interest to the Board. This includes:

1. Identifying organizations in which they currently hold volunteer or staff positions, or in which their family members hold volunteer or staff positions.
2. Attesting to the fact that they were not:
  1. A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the Corporation which has resulted or could result in personal benefit to them or their family, or;
  2. A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the Corporation.

### **Policy**

After disclosure of a potential conflict of interest a Director or Officer may not:

- Make motions or recommendations that would create a conflict of interest,
- Participate in any vote that would create a conflict of interest, or
- Participate in discussion that would unduly influence the vote.

The Corporation and all its Directors, Officers, Employees, or Agents will avoid all conflicts of interest and the appearance of conflicts of interest.

An undisclosed or improperly handled conflict of interest may be grounds for discipline up to and including removal in accordance with the policies outlined in these By-laws, the Articles of Incorporation, and other resolutions duly approved by the Board.

## **Article XIII Corporate Property**

### **Name, Logos, and Intellectual Property**

The Center shall maintain sole and exclusive right to the use of its corporate name and all other brand or event names, logos and intellectual property as designated by the Board.

Use of any of these for promotion, advertising, fund-raising, and/or any type of solicitation must be pre-approved in advance by the Board.

### **Records and Property**

The Center shall maintain ownership of all property purchased by or donated to the Corporation and its sponsored projects and programs, unless a majority of the Board authorizes that property to be discarded, sold or gifted to another individual or organization.

The Center shall maintain sole and exclusive ownership of all records of the Corporation including, but not limited to, meeting minutes, budgets, books of fiscal accounting, contracts, correspondences, and all other written or electronic records of the organization's activities and/or plans for furthering of its purposes.

Any individual in possession of the above, who severs their ties to the Corporation, either through death, removal or resignation, must return or cause to be returned all such items to an Officer of the Corporation.

## **Article XIV Dissolution**

In the event of dissolution of The Center, the assets of The Center shall be disposed of as determined by a majority of the Directors, provided that such distribution of assets shall not be inconsistent with the Articles of Incorporation.

To the extent possible under circumstance and law, assets should be gifted to other 501(c)3 organizations with similar goals and objectives to those set forth in this document.

## **Article XV Amendments**

The By-laws of the Corporation may be repealed, altered or amended, or substituted by two-thirds (2/3) majority vote of the Board present at any regular meeting, provided:

1. Written notice of the proposed amendment is given to each Director at the time notice of the meeting is given, or;
2. If notice is waived for the meeting, written notice of the proposed amendment is given at least five (5) days prior to the meeting at which the amendment will be considered.

The By-laws of the Corporation may not be altered in such a way as to make any purposes or execution of such purposes illegal under Federal, State or Local law or the original Articles of Incorporation.

### **Adoption and Effective Date**

Any Amendments to these By-laws approved in the manner prescribed above will become effective immediately unless otherwise specified in the resolution to approve said amendments.

Properly adopted amendments supersede any and all previous By-laws and all resolutions inconsistent herewith.

### **Distribution of By-laws**

A copy of the most current By-laws must be distributed by the Secretary to all newly elected or appointed Directors or Officers within sixty (60) days of their election or appointment.

A copy of amended By-laws will be distributed by the Secretary to all Officers and Directors within sixty (60) following the adoption of any amendments.

Members of the public must be provided with a copy of the By-laws by the Secretary within ten (10) days of a written request being made to any Officer of the Corporation.

## **Motion Amending By-laws of The Inland Northwest LGBT Center**

*Adopted on January 14, 2008*

*Be it known that on the fourteenth day of January, 2008, at a duly and properly scheduled meeting of the Board of Directors, wherein a quorum was present, upon decisions made and agreed upon, the Corporation's By-laws were amended. The preceding By-laws are a complete and accurate amended copy of those motions.*

### **Certification by Officers**

*We, the undersigned, President and Secretary of the above-named Corporation, hereby certify that the attached By-laws are duly amended and adopted on January 14, 2008.*

*President:* \_\_\_\_\_

*Secretary:* \_\_\_\_\_ 