

**Olympia Weavers Guild**  
**(Update to draft of 5/30/22 on 7/24/22 and 11/8/2022)**

**Bylaws**

These Bylaws are adopted as the Bylaws of Olympia Weavers Guild effective \_\_\_\_\_, 2022.

**Section 1. Definitions**

1. "Guild" means and refers to Olympia Weavers Guild, its successors and assigns.
2. "Electronic Transmission" means an electronic communication not directly involving the physical transfer of a record in a tangible medium and that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by the sender and recipient. Electronic transmission includes fax, email, and all methods of electronic transmission not currently in existence or use that become generally accepted and in general use at some time in the future.
3. "Remote communication" means communication through which participants not physically present may participate in the Meeting substantially concurrently, vote on matters submitted to the participants, pose questions, and make comments.
4. "Fundamental Transaction" means an amendment of the Articles or Bylaws, merger, sale of all or substantially all of the assets, domestication, conversion, or dissolution of a nonprofit corporation.
5. "Member" means any individual who has applied for and been accepted as a Member of the Guild and who has paid the Membership fee for the current year.

**Section 2. Members**

1. **Membership.** Membership is open to any individual **who is interested in weaving and related crafts.**
2. **Member Meetings.** The Guild may hold meetings of the Members at such dates, times, and places as the Directors shall determine.
3. **Voting.** The Guild is a Director-managed association. The Guild shall have non-voting Members only.

**Section 3. Board of Directors**

1. **Number and Qualifications.** The affairs of the Guild shall be managed by a Board of no less than **nine (9)** or more than **fourteen (14)** Directors.

2. Term. Each Director shall serve a minimum of **two (2) years** or until resignation, removal, or a successor is appointed.
3. Removal. The Directors may be removed by a majority vote of the Directors at any time, with or without cause, at any Special Meeting of the Directors called for that purpose.
4. Compensation and Reimbursement. No Director shall receive compensation for serving as a Director of the Guild except by resolution adopted by the Directors. A Director shall be reimbursed for actual expenses incurred by the Director in performing the Director's duties to the Guild upon submission of proof of the expenditure to the Treasurer.
5. Annual Meeting. The Annual Meeting of the Directors shall be held in the month of **May** each year or at such other time and place as the Directors shall agree. At the Annual Meeting, the Directors shall elect the Officers to serve until successors are elected and may transact any other lawful business. Members are welcome to attend the Annual Meeting.
6. Special Meetings. Special Meetings of the Directors may be called by the President, the Secretary, or a majority of the Directors upon notice to the Directors as provided in Section 5 of these Bylaws. At any Special Meeting of the Directors, only the business purpose specified in the Notice shall be conducted unless all Directors are present or consent in writing to the transaction of the other business either before or after the Meeting.
7. Regular Meetings. The Directors may hold regular meetings at agreed dates, times, and places.
8. Participation in Meetings. A Director may participate in any Annual, Regular, or Special Meeting of the Directors in person or by remote communication.
9. Quorum. At any Meeting of the Directors, a quorum exists if a majority of the Directors in office when the Meeting begins are present in person or by remote communication at a properly-called Meeting.
10. Voting. Each Director has one (1) vote. Directors may vote in person, by remote communication, or by electronic transmission. Any action to be taken by the Directors shall be made by majority of the Directors present in person, by remote communication, or by electronic transmission at a properly-called Meeting where a quorum is present. Voting by proxy or by attorney-in-fact is not permitted.
11. Consent in Lieu of Meeting. In lieu of attending any Meeting of the Directors, the Directors may take any action by unanimous written consent.

## Section 4. Officers

1. Daily Operations. The day-to-day operations of the Guild shall be managed by the Officers, which shall consist of a President, Vice-President, Secretary, and Treasurer and such other Officers as the Directors designate from time to time. One person may hold more than one office except the offices of President and Secretary.
2. President. The President shall be the chief executive officer of the Guild and is duly authorized to bind the Guild on contracts and transactions on behalf of the Guild with the approval of a majority of the Directors, except for emergencies.
3. Vice President. The Vice President shall fulfill the role of the President in the President's absence and shall perform such other duties as the President or Directors assign.
4. Treasurer. The Treasurer shall maintain the financial records of the Guild and shall prepare a budget, financial statements, and annual financial report as required by Section 7 and 9 and shall ensure that the Guild's Annual Report is filed with the Washington Secretary of State. The Treasurer shall ensure that all tax returns are promptly filed with the state and federal taxing authorities. The Treasurer shall also prepare and maintain records as required by Section 7.
5. Secretary. The Secretary shall maintain the corporate records of the Guild specified in Section 7 and perform other duties as directed by the Directors.
6. Term. The Officers shall serve for **two years** or until the officer resigns, is removed, or a successor is appointed. **Renewal for a second term of two years may occur, with a maximum of four (4) consecutive years in the same office.**
7. Removal. The Officers shall serve at the pleasure of the Directors and may be removed by a majority vote of the Directors at any time with or without cause.

## Section 5. Notices

1. Who is Entitled to Notice. The record date for determining the Directors entitled to receive Notice of an Annual or Special Meeting of the Directors is the day prior to the date the Notice is given to the Directors. Only Directors entitled to vote on the record date are entitled to Notice of Board of Directors meetings. Members are not entitled to written notice of the Annual Meeting and are not entitled to notice of any Special Meeting; however, the Guild shall post the date, time, and place of the Annual Meeting on the Guild's website or in any newsletter or other communication distributed to the Members at least thirty (30) days prior to the Annual Meeting specifying that Members are invited to attend.

2. Content of Notice. Except as otherwise specified in this section, whenever Notice is required to be given by these Bylaws or law, the Notice shall be in writing and shall specify the date, time, place of the meeting to the then-serving Board of Directors.
3. Annual Meetings. Notice of the Annual Meetings of the Board of Directors shall be provided to those Directors entitled to vote at the Meeting at least ten (10) days and not more than thirty (30) days to prior to the Annual Meeting date.
4. Special Meetings. Special Meetings of the Board of Directors called by the Directors, or any Director, may be held with forty-eight (48) hours' notice to the Directors. **The notice of Special Meeting shall state the purpose of the meeting.** Emergency meetings of the Board of Directors may be called by the Directors, or any Director, utilizing any form of notice then in use by the Directors, such as telephone or text.
5. Regular Meetings. The Directors may hold regular meetings at such times and places as they shall fix without further notice.
6. How Notice is Given. Notice may be made by personal delivery, mail, email, fax, or other electronic transmission. Notice to Directors shall include any material required to accompany the Notice.
7. Waiver of Notice. A Director may waive Notice in a signed writing delivered to the Secretary of the Guild prior to the Meeting. A Director waives Notice of a Meeting by attendance at a Meeting unless the Director, at the beginning of the Meeting or immediately upon arrival at the Meeting, objects to holding the Meeting or transacting business at the Meeting.
8. When Notice is Effective.
  1. Electronic Transmission. Notice provided in an electronic transmission is effective when the notice is delivered by electronic transmission to the Director's address shown in the Guilds' current record of Directors.
  2. Notice by Mail. Notice by mail is effective five days after deposit in the United States Mail or with a commercial delivery services if the postage or delivery charge is paid and the notice is correctly addressed to the member's address shown in the Guild's current record of Directors.
  3. Notice by Personal Delivery. Notice by personal delivery is effective when left at the recipient's residence.

## **Section 6. Financial**

1. Fiscal Year. The Guild shall operate on a fiscal year commencing on July 1 and terminating the following June 30.
2. Financial Accounts. The Guild shall maintain one or more financial accounts in the name of the Guild as the Board of Directors determines with the President and Treasurer designated as signers on all accounts. The President and the Treasurer shall have signing authority on all Guild financial accounts unless otherwise determined by resolution of the Board of Directors, provided that minimum of two (2) Officers shall be signers on all financial accounts at any time.
3. Deposits. All funds of the Guild shall be deposited to the credit of the Guild in a financial account maintained by the Guild and designated by the Treasurer.
4. Loans. No loans shall be contracted on behalf of the Guild and no evidences of indebtedness shall be issued in the Guild name unless authorized by a resolution of the Board of Directors. Such authority may be general or limited to a specific loan. No Director, Officer, or Member may lend money to or borrow money from the Guild.
5. Contracts. The Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Guild, and such authority may be general or limited to a specific contract. Notwithstanding the foregoing, the President has the authority to contract for emergency services necessary to protect life, Guild property, or prevent or minimize liability up to the amount of \$500 without the prior authorization of the Board, provided that such contract does not violate Section 9 of these Bylaws. The President shall immediately notify the Directors and shall provide all details regarding the contract.
6. Financial Statements. Financial statements detailing the income and expenses of the Guild shall be prepared quarterly by the Treasurer and provided to the Board of Directors. An annual financial report and annual financial statements shall be prepared and maintained by the Treasurer and Secretary.
7. Budget. The Board shall prepare and adopt a budget each year and shall track the Guild's progress in adhering to the budget at least quarterly.

### **Section 7. Books and Records**

1. Books and Records. The President shall ensure that the Guild maintains adequate books and records, which records shall be kept and managed as provided in these Bylaws. The records may be maintained in an electronic or paper format.

7.2 Financial Records. The Guild shall maintain financial records sufficiently detailed to enable the Guild to fully declare the true statement of its financial status. Such records are the property of the Guild.

7.3 Guild Records. The Secretary shall maintain the following records of the Guild either in paper format or electronically:

1. All of the Guild's filings with the Washington Secretary of State;
2. All duly-adopted Bylaws of the Guild and any amendments thereto;
3. Minutes of all Annual, Regular, or Special Meetings;
4. Consents in Lieu of Meetings;
- 7.3.5 All Notices and other written communications to the Members or Directors within the past six (6) years, including the financial statements; and
6. A list of the names and addresses of the Guild's current Directors and Officers.

4. Membership Records. The Treasurer, or designee, shall maintain a record of the Guild's Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order. The Membership records may not be used to solicit the Members or for other commercial purposes or financial gain.

5. Inspection of Books and Records. The Guild's books and records shall be available to members for inspection and copying during normal working hours at the offices of the Guild or its managing agent. The Guild shall not release the unpublished telephone number of any Director or Member. The Guild may impose and collect a reasonable charge for copies and any reasonable costs incurred by the association in providing access to records.

## **Section 8. Conflicts of Interest**

1. Definitions and Examples. As used in these Bylaws, the term "actual or potential personal or financial interest" means any existing or possible interest which the person now has or may have regarding any business of the Guild.

2. Duty to Disclose. A Member or Director who has any actual or potential personal or financial interest in any matter involving the Guild has a duty to disclose the actual or potential interest to the Board of Directors, who shall disseminate such information to the Members as necessary.

3. Abstention from Voting. No Director may vote on any matter in which the Director has a personal or financial interest and shall not attempt to influence any other Director in voting on such issue; for example, where the Director has a financial interest in a contract the Directors are contemplating.

4. Abstention from Decision Making. No Director may participate in decision

making that does not require a vote regarding any matter in which Director has a personal or financial interest and shall not attempt to influence any other Director in deciding such issue.

5. **Violations.** If a Member or Director fails to disclose a conflict of interest and/or violates any provision of Section 10, the Directors shall determine whether the outcome would have been different. If so, the Directors shall take appropriate action immediately to remedy the situation, which may include cancelling contracts or scheduling a new vote. The Directors shall fully disclose in Minutes or a Consent the actions taken to remedy the violation of this Section.

### **Section 9. Indemnification**

1. **Indemnification Authorized.** The Guild shall provide to any person who is or was a Director or Officer of the Guild or is or was serving at the request of the Guild as a Director or Officer of the Guild, an indemnity against expenses of suit, litigation or other proceedings to the extent permissible under applicable law and consistent with the provisions of Section 10. The Guild shall indemnify a Director or Officer against all expenses, including attorney fees, reasonably incurred by or imposed upon a Director or Officer in connection with any proceeding to which they may be made a party, or in which the Director or Officer may become involved, by reason of the Director or Office being or having been a Director or Officer of the Guild, whether or not the person was a Director or Officer at the time such expenses are incurred, provided that the Director or Officer acted in good faith or reasonably believed that the Director's or Officer's conduct was in the Guild's best interests or at least not opposed to the Guild's best interests. The Guild may not indemnify a Director or Officer where the Officer or Director is adjudged liable to the Guild or where the Officer or Director was adjudged liable on the basis that personal benefit was improperly received.
2. **Approval of Settlement Required.** In the event of a settlement, the foregoing indemnification shall apply only when the Board of Directors approves such settlement.
3. **Insurance.** The Board of Directors may, in its discretion, direct the purchase of liability insurance to implement the provisions of this Section.

### **Section 10. Disputes**

If a dispute arises between a Member and the Board of Directors relating to these Bylaws, the Declaration, or the Articles of Incorporation, and the parties are unable to resolve the dispute, the Board of Directors may refer the parties to mediation with a mutually-agreed mediator prior to either party taking legal action.

### **Section 11. Enforcement**

The Guild may take legal action on behalf of the Guild necessary to clarify the rights and obligations contained in, or to enforce, the Declaration and Bylaws, as the same may be amended from time to time. If litigation is necessary for any reason, the prevailing party shall be entitled to reasonable legal fees and costs. If legal fees and costs are assessed against the Guild, the Board of Directors shall pay the legal fees and costs from Guild funds and may impose a special assessment if there are insufficient funds to pay the amounts owed.

### **Section 12. Amendment to Bylaws**

These Bylaws may be amended by a majority vote of the Directors at any Special or Annual Meeting or by Consent in Lieu of Meeting. Upon adoption of Bylaws or amended Bylaws, the Secretary shall publish the Bylaws on the Guild's website (if applicable) within ten (10) days of adoption.

THE FOREGOING BYLAWS WERE APPROVED BY RESOLUTION OF THE BOARD OF DIRECTORS DATED \_\_\_\_\_, 2022.