

# BYLAWS FOR GIRL SCOUTS OF EASTERN WASHINGTON & NORTHERN IDAHO

## ARTICLE 1 OFFICES

The principal office of the Corporation shall be located at its principal place of business, in Spokane, Washington, or such other place as the board of directors may designate. The Corporation may have such other offices, either within or without the State of Washington, as the board of directors may designate or as the business of the Corporation may require from time to time.

## ARTICLE 2 THE CORPORATION AND COUNCIL

2.1 **Corporation.** The term “Corporation” used herein refers to the Girl Scouts of Eastern Washington and Northern Idaho.

2.2 **Qualifications for Council.** The voting members of the council must be members of the Girl Scout movement, 14 years of age or over, and registered through the Council.

2.3 **Council.**

2.3.1 Council shall consist of: two delegates elected by each service unit, plus one additional elected delegate per every 100 girl members, ages 5-17 (or through grade 12), in the service unit determined at the end of the previous membership year. The service unit shall also elect, at the same time and in the same manner as delegates, alternates to fill vacancies. Service Units are established by operational management to provide service to Girl Scout troops/groups/individuals. Non-traditional Girl Scout programs shall be considered one service unit for the purpose of delegate selection. Volunteers, who are working directly with the girls in non-traditional programs, may be delegates for this service unit.

2.3.2 Officers and Members-at-Large of the Board of Directors shall serve as delegates. The Officers of the Board of Directors are also the Officers of the Council. Members of the Board of Directors and members of the council Board Development Committee who are not otherwise voting members of the board also serve as delegates

2.3.3 At least two-thirds of the voting members must be elected delegates by service units. All delegates shall hold voting membership only for the term to which they have been elected and only for as long as they are registered through the council. Service unit delegates serve a one year term with an option to be re-elected. A one-year term is the GSEWNI membership year of October 1 – September 30.

2.4 **Responsibilities of Delegates.**

The delegates to the council shall:

2.4.1. attend the regular annual meeting and at least one regular policy meeting per term. If a delegate fails to meet the minimum attendance requirement, the service unit has the power to release the delegate and to fill the vacancy with an alternate.

2.4.2 shall gather information and/or report back to the constituents in their jurisdiction at least once per term of service for the purpose of decision making input.

2.4.3. elect the officers of the council, the members-at-large of the board of directors, the members of the Board Development Committee, and delegates to the National Council Meeting.

2.4.4 determine general lines of direction for Girl Scouting within the jurisdiction of the council by receiving and responding to reports and information from the board of directors.

2.4.5. amend the articles of incorporation and bylaws.

2.4.6. take all other action requiring membership vote.

2.4.7 conduct such other business as may, from time to time, come before the delegates.

2.5. **Regular Meetings.** There shall be at least one regular meeting of the delegates of the council at such time and place as may be determined by the board of directors. The annual meeting shall be held each year at a time and place to be determined by the Board. If a delegate cannot attend the annual meeting, the delegate is presumed to have resigned and an alternate takes her/his place. The service unit shall fill council delegate vacancies from among the persons elected as alternates to fill vacancies.

Notice of time, place, and intended business of the meeting, together with the slate of nominees for any position to be elected at the meeting, shall be mailed, faxed, or sent electronically to each delegate of the council to the contact information on file with the Council office not less than thirty, nor more than sixty days before the meeting.

2.6 **Special Meetings.** Special meetings of the council shall be called by the Chair, within 14 days, upon written request of the majority of the members of the board of directors, or by the written request of twenty percent of the delegates of the council for any purpose within the council, at any time. The purpose of such meetings shall be stated in the written request. No business shall be transacted except that for which the meeting has been called. Notice of time, place, and purpose of the meeting shall be mailed, faxed, or sent electronically, to all members at the addresses shown on the books of the council, or to the address last made known in writing to the council by the member. Notice must be given not less than ten days before the meeting. The meeting shall be held at such place as determined by the Chair.

2.7 **Quorum.** Twenty-five percent of the delegates of the council shall be present to constitute a quorum for the transaction of business, provided that a simple majority of the total service units of the council are represented by at least one delegate.

2.8 **Voting Procedures.** Each voting delegate present in person or electronically shall be entitled to one vote. Proxy voting is not allowed. Elections shall be by ballot in contested elections and may be by

voice or other means in uncontested elections; majority of votes cast shall elect. All other matters shall be determined by a majority vote of the voting members present and voting, unless otherwise provided by law or these bylaws, or parliamentary authority.

### **ARTICLE 3 BOARD OF DIRECTORS**

**3.1 Powers, Responsibilities and Accountabilities.** The corporate business and affairs of the council shall be managed under the direction of the Board of Directors, except as may be otherwise provided in these bylaws or the articles of incorporation. To this end the Board will:

3.1.1 Be mission and outcomes focused

3.1.2 Provide fiduciary and fundraising stewardship

3.1.3 Provide strategic leadership

3.1.4 Ensure ongoing communication with constituents

3.1.5 Partner with the Board Development Committee

3.1.6 Perform the following fiscal responsibilities:

- i. Establish the fiscal year of the council.
- ii. Establish guidelines for acceptance of contributions.
- iii. Accept or collect any contributions, bequests, or gifts made to the council, as authorized by board guidelines.
- iv. Designate banks where all funds of the council shall be deposited to the credit of the council.
- v. Provide resolutions for approval signatures necessary on contracts, checks, and orders for the payment, receipt, or deposit of money, and access to securities of the council.
- vi. Approve the annual budget of estimated income and expenditures. No expense shall be incurred in excess of the total budgetary appropriations without prior approval of the board of directors.
- vii. Retain a certified public accountant or other independent public accountant to perform an annual audit of the financial accounts of the corporation. The Corporate Audit and IRS 990 report shall be approved by the board of directors annually. The reports will be made available to the membership and to GSUSA.
- viii. Provide an annual report of the financial operations of the council at least annually to the membership, and to the public, in such form as the board of directors shall provide.
- ix. Retain independent legal counsel to (a) ensure compliance with federal and state requirements; (b) review and advise on any, and all, legal instruments the council executes, such as leases, contracts, property purchases, or sale; (c) review and advise on any official statements developed for the media (print, television, or radio); and (d) provide such other legal advice as necessary.
- x. Direct the investment of funds of the council in accordance with the direction of the board of directors, or any committee of the board appointed for such purpose.
- xi. Provide indemnification in accordance with the state code.

3.1.7 **Be accountable:** to the elected membership for managing the affairs of the Council; to the Board of Directors of Girl Scouts of the United States of America for compliance with the charter requirements; to the state in which it is incorporated (including foreign incorporated status) for adhering to state corporate law; and to the federal government in matters relating to legislation affecting nonprofit and non-stock organizations.

3.1.8 Hire the CEO, who will hold office at the pleasure of the board of directors. The board will conduct an annual performance review for the CEO.

3.2 **Composition.** The board of directors shall consist of:

3.2.1 the officers of the council,

3.2.2 a range of 12-15 directors, herein called members-at-large.

3.2.3 the Board of Directors shall seek representation of the various regions of the council.

3.2.4 the chair of the board development committee, if not elected to the board of directors otherwise, shall be an ex officio member of the board, serving without a vote.

3.2.5 Two (2) girl member 15 years or older, shall be appointed by the Board of Directors upon the recommendation of the Board Development Committee to the Board of Directors (“Girl Board Participants”). One girl shall be from Idaho and one girl from Washington, unless there are not any qualified candidates, then both girls could be from either Washington or Idaho. Girl Board Participants shall be non-voting members of the Board of Directors. Girl Board Participants shall be registered Girl Scouts at least fifteen (15) years of age. Girl Board Participants shall serve one-year (1) terms and may be reappointed.

3.3 **Election and Term.** The members-at-large shall be elected by the delegates of the council for a term of three years, or until their successors are elected, and shall serve for no more than two consecutive terms.

After publication of the annual meeting packet, nominations may be submitted to the Board Development Committee or CEO by a voting member up until seven (7) days prior to the annual meeting of the council. The nomination can then be made from the floor provided the eligibility of the nominee has been established by the Board Development Committee and is in accordance with these bylaws. The written consent of the nominee must be submitted to the Board Chair in advance of the annual meeting.

3.3.1 At each annual meeting directors shall be elected for a term of up to three years to fill any vacancies and to succeed the directors whose terms expire at such meeting. The term of office shall begin at the close of the annual meeting at which the elections are held and shall expire at the close of the annual meeting of the council at which their term expires.

3.3.2 Regardless of the number of consecutive terms any person shall have served as a member-at-large, such person shall be eligible to be a member of the Board when serving as an officer or as chair of the board development committee.

3.4 **Vacancies.** Vacancies in the Board of Directors occurring by death, resignation, creation of new directorships, or otherwise, shall be filled by appointment of the Board of Directors until the next annual meeting of the council, when a member will be elected to complete the remainder of the term if there is time remaining in the position. Appointment by the Board of Directors of new directorships, as a result of creation of new directorships, may begin their term prior to the next annual meeting of the council and shall serve until the next annual meeting of the council.

Any board member who is absent from more than twenty-five percent of regular meetings in one council year will be considered to have resigned unless the board votes otherwise.

3.5 **Regular Meetings.** Regular meetings of the Board shall be held at such time and place as determined by resolution of the Board of Directors at the first regular board meeting following the annual meeting. The Board shall meet no less than four times each year. Notice of time, place, and purpose of the meeting shall be mailed, faxed, or sent electronically to each director in writing or by means of verifiable receipt to the contact information on file with the Council office, not less than five days before the meeting.

3.6 **Special Meetings.** Special meetings may be called by the Chair and upon the written request of five board members. The purpose of such meetings shall be stated with the request and no other business shall be transacted except that for which the meeting has been called. Each member shall be notified by telephone, fax, electronic mail or by personal service of the time, place, and intended business of the meeting at least forty-eight (48) hours prior to the meeting.

3.7 **Quorum.** A majority of the board of directors currently serving must be present in person, by electronic means or by telephone to constitute a quorum for the transaction of business. Electronic or telephonic participation by a member shall also be considered as regular attendance for the meeting.

### 3.8 **Indemnification of Directors, Officers, Employees and Agents.**

#### 3.8.1 Definitions.

As used in this Article 3:

3.8.1.1 “Act” means the Washington Nonprofit Corporation Act, Revised Code of Washington 24.03, et seq, now or hereafter in force.

3.8.1.2 “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 required otherwise, the estate or personal representative of an agent.

3.8.1.3 “Corporation” means this Corporation, and any domestic or foreign predecessor entity that, in a merger or other transaction, ceased to exist.

3.8.1.4 “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.

3.8.1.5 “Employee” means an individual who is or was an employee of the Corporation or an individual, 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.

3.8.1.6 “Expenses” include counsel fees.

3.8.1.7 “Indemnitee” means an individual made a party to a proceeding because the individual is or was a Director, Officer, Employee, or Agent of the Corporation and who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. If the Articles so provide, the term shall also include, for Officers, Employees, or Agents, service 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. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.

3.8.1.8 “Liability” means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

3.8.1.9 “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.

3.8.1.10 “Party” includes an individual who was, is, or is threatened to be named a defendant or a respondent in a proceeding.

3.8.1.11 “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

3.8.2 Indemnification Rights of Officers, Employees and Agents. The Corporation shall indemnify its officers, employees and agents to the full extent permitted by applicable law as then in effect 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 persons who are parties to a proceeding in advance of final disposition of the proceeding, as provided herein.

3.8.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

3.8.3.1 Notification and Defense of Claim. Indemnitee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. 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;
- (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 legal or other 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, at Indemnitee's expense; and if:

- (i) The employment of counsel by Indemnitee has been authorized by the Corporation;
- (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of such defense; or
- (iii) The Corporation shall not in fact have employed counsel to assume the defense of such proceeding, the fees and expenses of Indemnitee's counsel shall be at the expense of 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 Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Corporation and the Indemnitee in the conduct of the defense.

3.8.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the board of 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 constitutes an "Indemnification Statement").

Submission of an Indemnification Statement to the board of directors shall create a presumption that the Indemnitee 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 Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnitee is not entitled to indemnification under this Article; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice in writing of such determination, which notice 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) special legal counsel selected by the majority vote of a quorum of the board of directors not at the time parties to the proceeding.

Any determination that the Indemnitee 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.

3.8.3.3 Special Procedure Regarding Advance for Expenses. An Indemnitee 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 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, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined 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.

3.8.3.4 Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without the Corporation's written consent. The Corporation shall not settle any proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

#### 3.8.4 Contract and Related Rights.

3.8.4.1 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.

3.8.4.2 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.

3.8.4.3 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.

3.8.4.4 Right of Indemnitee to Bring Suit. If (a) a claim under this Article for indemnification is not paid in full by the Corporation within sixty (60) days after a written 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 a written claim has been received by the Corporation, 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.

The relative benefits received by and fault of the Corporation on the one hand and the Indemnitee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. Corporation agrees that it would not be just and equitable if contribution pursuant to this section was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

3.8.5 Exceptions. Any other provision herein to the contrary notwithstanding, the Corporation shall not be obligated pursuant to the terms of these bylaws to indemnify or advance expenses to Indemnitee with respect to any proceeding:

3.8.5.1 Claims Initiated by Indemnitee. 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 these 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.

3.8.5.2 Lack of Good Faith. Instituted by Indemnitee to enforce or interpret rights under these 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.

3.8.5.3 Insured Claims. For which any of the expenses or liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Corporation.

3.8.5.4 Prohibited by Law. If the Corporation is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of expenses.

**Amended March 12, 2011**

## **ARTICLE 4 OFFICERS**

4.1 **Number and Title.** The officers of the council shall be a Chair; a Vice Chair; a Past Chair; a Secretary; a Treasurer; and the Chief Executive Officer (CEO), who shall serve as an ex officio member of the Board, without a vote. **Amended April 16, 2016**

4.2 **Election, Term, and Vacancies.** The Chair, Vice Chair, Past Chair, Secretary, and Treasurer shall be elected by the delegates of the council for a term of two years, or until their successors are

elected, and shall serve for no more than three consecutive terms in any one or more of these offices, except that, regardless of the number of consecutive terms any person shall have served in any one or more of these offices other than that of Chair, such person shall be eligible to serve three consecutive terms as Chair. Terms of office shall begin at the close of the annual meeting at which elections are held.

On years when Officer Terms expire and after publication of the annual meeting packet, nominations may be submitted to the Board Development Committee or CEO by a voting member up until seven (7) days prior to the annual meeting of the council. The nomination can then be made from the floor provided the eligibility of the nominee has been established by the board development committee and is in accordance with these bylaws. The written consent of the nominee must be submitted to the Board Chair in advance of the annual meeting.

A vacancy among the officers, other than the Chair, shall be filled by the board of directors until the next annual meeting. In case of a vacancy in the office of the Chair, the Vice Chair and Past Chair will succeed in order of their rank until the next annual meeting. **Amended April 16, 2016**

#### **4.3 Officer's Duties.**

4.3.1 The Chair. The Chair shall be the chief elected corporate officer of the council and shall preside at all meetings of the council and the board of directors. The Chair shall be responsible for determining that the lines of direction given by the members of the council and the actions of the board are carried into effect, and for reporting to the board on the conduct and management of the affairs of the council. The chair or their designee shall be an ex officio member of all Board committees, and shall perform such other duties as are prescribed elsewhere in the bylaws and as are usual to the office. The chair may not be a member of the Audit or Board Development Committees. **Amended April 16, 2016**

4.3.2 Vice Chair and Past Chair. In the temporary absence or disability of the Chair, the Vice Chair and Past Chair, in order of their rank, shall preside at meetings of the council and the board. They shall have such other powers and perform such other duties as may be assigned by the Chair from time to time. If there is not a Past Chair willing to serve the position will remain vacant until such time as a Past Chair willing to serve the position will remain vacant until such time as a Past Chair is willing and able to serve. **Amended April 16, 2016**

4.3.3 Secretary. The Secretary shall be responsible for ensuring the issuance of notices of all meetings of the council and board of directors, shall see that the minutes of such meetings are kept, and shall perform such other duties as are usual to this office.

4.3.4 The Treasurer. The Treasurer shall be responsible for monitoring the receipt and custody of all monies of the council and for monitoring the disbursement thereof as authorized by the board of directors; for seeing that accurate accounts are kept of monies received and paid out; for executing contracts or other instruments authorized by the board of directors; and for preparing and issuing financial statements and reports. The Treasurer shall be an ex officio member of the finance committee and the audit committee, and shall perform such other duties as are usual to this office.

4.3.5 The Chief Executive Officer. The Chief Executive Officer of the council shall be responsible for providing advice and assistance to the council, the board of directors, the Chair and other officers, and the committees; and shall be responsible for administering the total operations of the council. The CEO shall have such other powers and perform such other duties as may be provided by the board of directors through the Chair. The CEO shall have the authority to employ and release all employed staff in accordance with policies adopted by the board of directors.

4.4 **Removal of Officers.** An elected officer may be removed for cause, by vote of two-thirds of the remaining members of the Board of Directors.

## **ARTICLE 5 BOARD COMMITTEES**

5.1 **Establishment, Appointment of Committees.** The board of directors may establish standing committees, special committees, and/or task groups as it deems necessary. The Chair shall appoint the chairs and the members of committees with the approval of the board.

5.2 **Executive Committee.** The executive committee shall include the officers of the council and one board member-at-large appointed by the Chair annually. The Chair shall be the chair of the executive committee.

The executive committee shall have and may exercise the powers of the board for crisis or critical time sensitive issues.

Meetings of the executive committee shall be called by the Chair. Notice of time, place, and purpose of the meeting shall be given each member of the executive committee as soon as possible for issues that cannot wait for the 48 hour requirement required for a special meeting. Such notice may be made by telephone, fax, electronic mail or by personal service.

A majority of the members present in person, by electronic or telephonic means, shall constitute a quorum for the transaction of business.

The executive committee shall not have the power to adopt the budget, or to take any action which is contrary to, or a substantial departure from, the direction established by the board, or which represents a major change in the affairs, business, or policies of the council. No business shall be transacted except that for which the meeting has been called.

The executive committee shall submit reports to the board on actions taken.

**Amended April 16, 2016**

## **ARTICLE 6 BOARD DEVELOPMENT COMMITTEE**

6.1 **Composition.** There shall be a Board Development Committee consisting of six members, of whom one-third shall be non-board members. The CEO will serve as a non-voting member of the committee.

**6.2 Method of Election, Term, Vacancies.** Members of the Board Development Committee shall be elected by the delegates of the council for a term of three years or until their successors are elected. The term of office shall begin at the close of the annual meeting at which the elections are held and shall expire at the close of the third annual meeting of the council thereafter.

After publication of the annual meeting packet, nominations may be submitted to Board Development Committee or CEO by a voting member up until seven (7) days prior to the annual meeting of the council. The nomination can then be made from the floor provided the eligibility of the nominee has been established by the board development committee and is in accordance with these bylaws. The written consent of the nominee must be submitted to the Board Chair in advance of the annual meeting.

Members absent from three meetings between two successive annual meetings of the council without notification to the chair shall be considered to have resigned and shall be notified to that effect. The Board of Directors shall have the power to fill vacancies in the committee with recommendation from the Board Development Committee until the next annual meeting of the council, at which time the council shall elect a person to fill the unexpired term of the vacated position.

**6.3 Selection and Term of Chair.** The chair of the committee shall be elected by the committee from among the committee members for a term of one year. The Committee chair may serve two consecutive one year terms as chair. The committee chair, if not already elected to the board of directors, shall be ex officio member of the board, serving without a vote. A vacancy in the office of the chair shall be filled by the committee for the remainder of the unexpired term.

**6.4 Quorum.** A majority of the members of the committee present in person or by electronic or telephonic means, shall constitute a quorum for the transaction of business.

### **6.5 Responsibilities.**

6.5.1 The Board Development Committee shall cultivate, recruit, and prepare a single slate of candidates for officers, board members at large and board development committee members to be presented at the annual meeting.

6.5.2 At a regularly called meeting of the Council held in the same year as a regularly called meeting of the National Council of Girl Scouts of the United States of America, the Committee shall, in addition to the regularly prepared slate as set forth in 6.5.1, prepare and present to the membership a single slate of nominees and alternates for delegates to the National Council.

6.5.3 Working in partnership with the Executive Committee, assist in orientation, development, and Board Evaluation,.

## **ARTICLE 7 PARTIAL TERMS**

A person who has served more than one half a term in any position or office as that term is set forth in these bylaws, shall be considered to have served the full term for the purpose of determining eligibility to serve additional terms in that or any other office or position.

## **ARTICLE 8 POLICY MEETINGS**

8.1 **Regular Policy Influencing Meetings.** The Board of Directors will call a minimum of two meetings per year for the purpose of policy influencing. Notice of the time, place, and purpose of the meetings shall be mailed, faxed, or sent electronically to each delegate to the contact information on file with the Council office not less than thirty days before the meetings.

8.2 **Participants.** Delegates, as defined in Article 2, Section 2.4, et seq., must attend one regular policy influencing meeting annually.

8.3 **Purpose.** The purpose of the policy influencing meetings shall be to provide an opportunity for:

8.3.1 Discussion of policy issues.

8.3.2 Provide advice on proposed plans, policies, and other matters referred to or by the board of directors.

8.3.3 Participation in council strategic planning.;

8.3.4 Submit written proposals to the Board of Directors for improving the quality of Girl Scouting.

8.3.5 Such other participation as may be requested by the Board of Directors from time to time.

8.4 **Special Meetings.** Special meetings may be called at the request of the Board of Directors, or upon written request of ten percent of the delegates. No business shall be transacted except that for which the meeting has been called. Notice of the time, place, and intended business of the meeting shall be mailed, faxed, or sent electronically to each delegate to the contact information on file with the Council office not less than ten days before the meeting.

## **ARTICLE 9 NATIONAL COUNCIL DELEGATES**

The national council delegates whom the council is entitled to elect to the National Council of Girl Scouts of the United States of America shall be elected in a single slate as outlined in Article 6.5.2 of the Bylaws, by the members of the council at a meeting held within a year of the regular meeting of the National Council. The board of directors, or the Chair in the absence of a meeting of the board, shall fill national council delegate vacancies from among the persons elected to fill vacancies, which persons shall be elected at the same time and in the same manner as delegates. If there be no such persons, the board of directors, or the Chair in the absence of a meeting of the board, shall have the power to fill vacancies among the national council delegates until the next meeting of the council. National Council Delegates shall be citizens of the United States of America; shall be elected from the active members of the Girl Scouts of the United States of America who are at least 14 years of age, and who are registered

through the council with Girl Scouts of the United States of America; and shall serve for a term of three years from the date of their election or until their successors are elected. The number of national council delegates shall be based upon the requirements as specified by Girl Scouts USA.

**ARTICLE 10  
PARLIAMENTARY AUTHORITY**

Robert’s Rules of Order Newly Revised, (Latest Edition), shall be the parliamentary authority governing the meeting of the council, board of directors, and all committees.

**ARTICLE 11  
AMENDMENTS**

These bylaws may be amended by a two-thirds vote of delegates of the council eligible to vote at any regularly called or specially called meeting of the council, provided that the proposed amendment must have been included in the notice of the meeting.

**Adopted May 1, 2007**  
**Amended April 26, 2014**  
**Amended April 16, 2016**