

**Bylaws of National University Student Organizations
A California Nonprofit Public Benefit Corporation**

ARTICLE 1 - NAME

Section 1.1 *Corporate Name.* The name of the corporation is National University Student Organizations, hereinafter referred to as NUSO.

ARTICLE 2 - OFFICES

Section 2.1 *Principal Office.* The principal office for the activities and affairs of NUSO shall be fixed and located at 11255 North Torrey Pines Road, La Jolla, CA 92037, in San Diego County. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these Bylaws opposite this Section; or alternatively, this Section may be amended to state the new location.

Section 2.2 *Other Offices.* Branch or subordinate offices may be established at any time by the Board at any place or places where NUSO is qualified to conduct its activities.

ARTICLE 3 - GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 3.1 *Supporting Corporation.* NUSO is formed, and shall be operated, exclusively to support National University, a non-profit organization recognized under Internal Revenue Code (“IRC”) § 503(c)(1) and a public charity under IRC § 509(a)(1). NUSO shall be operated, supervised, and controlled by National University as a supporting corporation specified in IRC § 509(a)(3). If National University: (1) shall cease to exist as an organization described in IRC § 170(b)(1)(A)(iv), 501(c)(3), and 509(a)(1) or 509(a)(2); or (2) shall substantially abandon the charitable and education purposes that NUSO is organized to support, the Directors of NUSO shall designate a publicly supported educational or charitable organization as described in IRC § 170(b)(1)(A)(iv), 501(c)(3), and 509(a)(1) or 509(a)(2), in substitution for National University, for purposes of Article 2 of the Articles of Incorporation and Sections 3.2 and 3.3 of these Bylaws.

Section 3.2 *General Purpose.* The general purpose of NUSO shall be to function as a supporting agency to National University and provide services to students in support of National University’s academic mission.

Section 3.3 *Specific Purpose.* The specific purpose of NUSO is to be responsible for administering and overseeing student organizations, programs, and co-curricular activities at various National University campuses, affiliates, and for any online programs. The individual Student Organizations created, administered and overseen by NUSO (“Student Organizations”) shall be student interest groups that exist for the benefit and enrichment of the student experience at National University. Such Student Organizations may be charitable, social, academic, recreational, religious, or political in nature, or for any other purpose that provides for the enrichment of the student experience at National University, supports the mission of National University, and meets the criteria for a Student Organization as determined by NUSO. The NUSO BOD shall oversee the operation of the Center for Student Engagement and Activities (CSEA). CSEA is charged with operationalizing processes and procedures set forth by the NUSO BOD to contribute to student enrichment and co-curricular programs.

Only active students of National University can be members or serve in leadership positions of Student Organizations. Active student is defined in the General Catalog as those who attend class during an academic quarter.

The daily activities and operations of each Student Organization shall be administered by the student leadership and student members of that particular Student Organization, subject to broad oversight and approval by NUSO and its administrative agent, CSEA. NUSO, through its Board of Directors, must approve the creation of any new Student Organization based on the procedures outlined in Section 7.10 of these By-Laws and any other procedures created by the Board of Directors, and CSEA, acting by and through the NUSO Board of Directors and designated committees, will regularly oversee, administer, and monitor the activities of each Student Organization. CSEA, with the express consent of NUSO, may disband any Student Organization for failure to support the mission of National University or NUSO, or failure to abide by the criteria for maintaining an active Student Organization that will be created by the Board of Directors and its designated committees.

In addition to its creation, oversight, and administration of individual Student Organizations, NUSO shall broadly promote and support educational, social, and recreational programs and organizations for the purpose of enhancing the overall experience of National University's students.

NUSO is focused on advancing educational opportunities, career development, student involvement, student equity, intentional co-curricular programs, student resources, leadership opportunities, and a diversity of interests and activities for the student body. NUSO shall also carry on other educational and charitable activities associated with this goal, as allowed by law.

Section 3.4 *Limitations.* Despite any other provisions in these Bylaws, NUSO shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of the corporation, and NUSO shall not carry on other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under IRC § 501(c)(3) or the corresponding provision of any future United States Internal Revenue Law; or (b) a corporation, contributions to which are deductible under IRC § 170(c)(2) or the corresponding provision of any future United States Internal Revenue Law.

Section 3.5 *Supporting Organization Restrictions.* NUSO shall not accept any contributions from any "prohibited person." For purposes of this Section, a prohibited person is:

- a) A person who controls, directly or indirectly, either alone or with persons described in (b) and (c), the governing body of NUSO or any successor organization.
- b) A member of the family of an individual listed in (a).
- c) A corporation, partnership, trust, or estate more than 35 percent of which is actually or constructively controlled by persons in (a) or (b).

For purposes of this Section, a member of an individual's family includes his or her spouse, ancestors, children, grandchildren, great-grandchildren, and spouses of children, grandchildren,

and great grandchildren, as well as siblings, by whole or half blood, and their spouses.

ARTICLE 4 - IRREVOCABLE DEDICATION OF ASSETS

Section 4.1 *Irrevocable Dedication of Assets.* NUSO's assets are irrevocably dedicated to public benefit and charitable purposes. No part of the net earnings, properties, or assets of NUSO, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of NUSO. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of NUSO shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and has established its exempt status under IRC § 501(c)(3).

ARTICLE 5 - MEMBERSHIP

Section 5.1 *No Members.* NUSO shall have no voting members within the meaning of the Section 5056 of the California Nonprofit Corporation Law (the "Law"). Any action which would otherwise require approval by the members shall require only approval of the Board.

Section 5.2 *Non-Voting Members or Associates.* NUSO's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

Nothing in this Article shall be construed as limiting the right of NUSO to refer to persons associated with it as "members," even though such persons are not members, and no such reference shall constitute making anyone a member within the meaning of the law. NUSO may confer by amendment of its Articles of Incorporation or these Bylaws some or all the rights of a member upon any person or persons who do not have the right to vote, but no such person shall be a member within the meaning of said Section 5056.

One of the specific purposes of NUSO is to create, oversee, administer, promote and support Student Organizations for National University. The individual Student Organizations of National University that NUSO is tasked with creating, overseeing, administering, promoting, and funding are not members within the meaning of Section 5056 of the Law, though they may sometimes be referred to as "members of National University Student Organization" And/or the Center for Student Engagement and Activities.

ARTICLE 6 - BOARD OF DIRECTORS

Section 6.1 *General Powers of the Board.* Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or these Bylaws, the business and affairs of NUSO shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board shall have the authority to perform all acts necessary or incidental to the charitable and educational purposes of NUSO and to do whatever is deemed necessary, useful, advisable or conducive, directly or indirectly, as determined by the Board in its discretion, to carry out any of the purposes of NUSO, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Law. The Board by also delegate these powers as appropriate and consistent with the law.

Section 6.2 Compensation of Directors. Directors shall not be compensated for work performed on the NUSO BOD, unless authorized as part of their normal course of employment or if it is determined that such work constitutes remuneration by leadership of National University.

Section 6.3 Number and Qualifications of Directors. The Board of Directors shall consist of at least three (3), but not more than eleven (11) Directors unless changed by amendment to these Bylaws. The number of directors must always be an odd number. The exact number of Directors shall be fixed, within those limits, by a resolution adopted by the Board of Directors.

Any person 18 years of age or older may be nominated or elected to serve as a Director. Other qualifications to serve as a Director, shall be fixed, upon resolution by the Board of Directors.

Section 6.4 Board Composition. The Chair of the Board and Vice Chair of the Board shall be considered officers of the Board and shall serve at the pleasure of the Board. There may be at least two student representatives. There shall also be Director Members. The NUSO BOD shall be limited to faculty and administrators of National University and the National University System. Other affiliates of the National University System are precluded.

- a) **Chair of the Board.** The Chair of the Board shall be elected by the Directors each July, to a two (2) year term. This term may be renewed for up to three successive terms. The term length and term limit may be amended by resolution of a majority of the Board. The Chair shall preside over all Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. A Chairperson can be either a faculty or administrator of National University. The Chair shall be the director or main administrator of the Center for Student Activities.
- b) **Vice Chair of the Board.** The Vice Chair of the Board shall be elected by the Directors each July, to a two (2) year term. This term may be renewed for up to three successive terms. The term length and term limit may be amended by resolution of a majority of the Board. If the Chair of the Board is absent or disabled, the Vice Chair shall perform all duties of the Chair. When so acting, the Vice Chair shall have all powers of and be subject to all restrictions on the Chair. There shall not be an automatic succession from the office of Vice-Chair of the Board to Chair of the Board. A Vice Chairperson can be either a faculty or administrator of National University.
- c) **Student Representatives.** Student representation is integral to a healthy Board. Two student representatives, who are active in their registered and approved student organization, may serve at least a one-year term on the NUSO BOD. Proof of student organization active membership is required by the student organization president.
- d) **Finance Chair of the Board.** The Finance Chair of the Board is charged with ensuring the processes and procedures related to student organization or program fundraising, student organization accounts, and financial handling, is in compliance with the processes and procedures of the National University System and National University. This is a two-year commitment. No faculty member can hold this position.

- e) ***Chair of Legal Requirements.*** The Chair of Legal Requirements is a position that can only be filled by a licensed attorney. The function of this role is to ensure proper procedures for filing all business documents with the Secretary of State, legal oversight as to processes and procedures of student organizations, as well as adherence to Catalog rights, including but not limited to compliance with the student code of conduct processes. Faculty members who are licensed California attorneys can hold this position, so long as they are active attorneys with the California State Bar. The Chair of Legal Requirements is charged with keeping the minutes of the Board, either actively or by proxy.

Section 6.5 ***Appointment and Term of Initial Directors.*** The term of the five Initial Directors must be no longer than three (3) years. The dates that each Initial Director's term ends may be staggered. Initial Directors may be reelected to serve any number of consecutive terms.

Section 6.6 ***Nomination, Election and Term of Subsequent Directors.***

- a) ***Subsequent Directors.*** Subsequent Directors shall be elected, at the Annual Meeting, by a majority vote of Board members to three (3) year terms, staggered as much as possible. A subsequent Director can be a faculty or administrator of National University or the National University System.
- b) ***Nominations.*** Unless a specific committee is formed to nominate candidates, the Executive Committee shall nominate qualified candidates for election to the Board at least one week before the election date. The Secretary shall forward to each Director a list of all nominated candidates, along with the required notice of meeting.
- c) ***Solicitation of Votes.*** The Board shall formulate a procedure whereby nominees are allowed to communicate to the Board their qualifications and reasons for candidacy.

Section 6.7 ***Vacancies on the Board of Directors.***

- a) ***Events Causing Vacancies.*** A vacancy on the Board exists in any of the following:
 - i. Death, resignation, or removal of any Director;
 - ii. The failure of the Board to elect Directors under these Bylaws, or the failure of the Incorporator to appoint Directors under Section 5.3-5.5; and
 - iii. The increase in the authorized number of Directors.
- b) ***Resignation.*** Any Director may resign, which resignation shall be effective upon receipt of written notice by the Chair of the Board unless another date is specified in the Notice.
- c) ***Removal.*** A Director may be removed in any of the following circumstances:
 - i. Any Director may be removed, with or without cause, by the vote of two-thirds of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that proper

notice of that issue is given.

- ii. Directors must attend Board meetings regularly; Directors who does not attend three (3) successive Board meetings may be automatically removed from the Board, unless:
 1. The Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors. If such leave is granted, the number of Board members will be reduced by one in determining whether a quorum is present, or
 2. The Board, by resolution, agrees to reinstate the Director or waive the automatic removal provisions based on good cause.
- d) **Filling Vacancies.** Any vacancy caused by any reason provided in this Section shall be filled in accordance with the procedures specified in Section 6.5, except that the newly elected Director will finish the term associated with the vacant Directorship, rather than being given a full three-year term.

Section 6.8 Meetings of the Board of Directors.

- a. **Location of Meetings.** Regular Board meetings shall be held at any place or space that is designated to hold meetings by resolution of the Board. If the Board fails to adopt a location for Board meetings, the meeting shall occur at the principal office for NUSO. **Meetings other than in Person.** Directors may attend by conference telephone, video conference, or similar method, provided that all Directors can speak in real-time. The chosen method must allow all Directors participating in the meeting to communicate with each other concurrently, and that each member can propose, discuss, object to, or vote on a specific action that is being considered. Further, if Directors attend by telephone, video conference or other such manner, NUSO must implement a procedure whereby the Board can verify that the person communicating remotely is a Director entitled to attend the meeting and that all statements or actions are made by that Director, and not a different person. Participation in a meeting pursuant to this Section shall constitute attendance “in person” at the meeting.
- b. **Regular Meetings.** The Chair will schedule regular meetings monthly on the fourth Friday of the month, on such dates and times to be set by the Chair of the Board. The purpose of these meetings shall be to discuss or transact any business related to the Board. The Chair must notify all Directors regarding whether the meeting will occur, and if so, the date, time and location for the meeting, in compliance with the Notice requirements of Section 6.9.
- c. **Special Meetings.** Special meetings of the Board may be called at any time, for any purpose, by the Chair of the Board or any two Directors, subject to the notice requirements in Section 5.8.

Section 6.9 Notice of Meetings.

- a) **Form and Timing of Notice.** Notice of time and place of meetings are predetermined. They shall be on the fourth Friday of each month via Zoom and by Special Meeting as described above. The Chair has authority to suggest a change to the date and time of the meetings via a majority vote.

Section 6.10 Quorum. A majority of the number of Directors then serving constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in Section 5.11.

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles or Bylaws, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 6.11 *Director Voting.* Each Director shall have one vote on each matter presented for action. No Director may vote by proxy.

Section 6.12 *Adjournment.* A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned, unless the meeting is adjourned for more than 24 hours.

Section 6.13 *Interested Persons as Directors.*

- a) NUSO shall comply with Section 5227 of the Law, in that not more than 49 percent of the persons serving on the Board of Directors at any time may be interested persons. An interested person is:
 - (1) Any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise; or
 - (2) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person.
- b) Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transactions entered into by NUSO.
- c) In nominating potential candidates for election to Director, the Board (or those responsible for nominating candidates) shall take efforts to avoid violating this rule. For instance, if the election of another Interested Director would cause NUSO to violate this rule, and no current Interested Director's term is set to end, another Interested Director shall not be nominated. If the result of any Director election causes NUSO to violate this rule, the election result shall be designated "Provisional," and the disinterested Directors shall immediately determine, by majority vote, which interested Director or Directors shall be removed from the Board, or may exempt a particular Director from this limitation on the grounds that his or her interest in the compensation described in subsection (a) is immaterial. Any elected Interested Person who is removed from office pursuant to this provision may elect to become a non-voting observer, such that he or she may attend and participate in Board meetings, but they will have no right to vote in any elections. The Board may modify, by majority resolution, the procedures in this Section 5.13(c) for ensuring compliance with the Interested Person rule, so long as the Board creates an alternate procedure which will ensure continued compliance with Section 5.13(a).

Section 6.14 *Action Without Meeting.* Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors, individually or collectively, consent in writing (including electronic communication) to such action, and if the number of total Directors then constitutes a quorum. Such consent shall be filed with the minutes of the Board and shall have the same force as a unanimous vote of the Board. For the purposes of this Section, “all Directors” shall not include any “Interested Director” as defined in Section 5233 of the Law.

Section 6.15 *Rights of Inspection.* Every Director has the absolute right at any reasonable time to inspect and copy all books, records and documents, and to inspect the physical properties of NUSO, except when such rights may infringe upon Federal and state privacy laws, including, without limitation, HIPAA.

ARTICLE 7 - COMMITTEES

Section 7.1 *Committees of Directors.* The Board may, by a resolution adopted by a majority of Directors, designate Committees, each consisting of at least three directors to serve at the pleasure of the Board. Any member of any Committee may be removed, with or without cause, at any time by the Chair of the Board.

Section 7.2 *Powers of Committees.*

- a) Each committee shall have a written statement of purpose and primary responsibilities approved by the Board, and such rules of procedure or policy guidelines as the Board may approve. Committees may be authorized, without further Board action, to make and implement decisions on behalf of the Board, or to implement, with some degree of discretion, decisions of the Board pursuant to guidelines established by the Board. Each Committee has the power to implement decisions made by the Board with respect to its area of oversight and shall be responsible for monitoring its respective area and making a report to the Board as warranted.
- b) No Committee, regardless of Board resolution, may:
 - 1) Fill vacancies on the Board of Directors or on any committee;
 - 2) Allow the compensation of the Directors or committee members;
 - 3) Amend or repeal the Articles of Incorporation or Bylaws, or adopt new Bylaws;
 - 4) Amend or repeal any resolution of the Board;
 - 5) Designate a Committee of the Board or appoint members of any committee;
 - 6) Expend any funds to support a nominee for Director

ARTICLE 8- RECORDS AND REPORTS

Section 8.1 *Maintenance of Articles and Bylaws.* NUSO shall keep its Articles and Bylaws, as amended to date, on file with the Chair. Any Directors and Chairs can request the bylaws,

minutes or articles from the Chair at any time. Response time from the Chair of the Board must not exceed three business days.

Section 8.2 *Maintenance of Certain Records.* The records, minutes of proceedings of the Board and all Committees of the Board, and club financials books, shall be kept with the Chair of the Board and any Board participants who are charged with maintenance and keeping of designated records (i.e., Chair of Legal Requirements will keep Articles of Incorporation, for instance). The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form, or in any other form capable of being converted into written, typed or printed form.

Section 8.3 *Inspection by Directors.* Every Director shall have the absolute right to inspect all books, records, and documents of NUSO at any reasonable time. This inspection may be made in person or by any agent or attorney, and includes the right to copy documents.

Section 8.4 *Annual Reports.* The President shall cause an annual report to be furnished to the Directors not later than 120 days after the close of NUSO's fiscal year. The annual report may be produced to Directors by electronic transmission. The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized Officer of NUSO that such statements were prepared without audit, from the books and records of NUSO. The annual report shall contain in appropriate detail the following:

- a) The revenue or receipts of student clubs, organizations and programs, both unrestricted and restricted to particular purposes, for the fiscal year;
- b) The expenses or disbursements of NUSO, for both general and restricted purposes, during the fiscal year; and
- c) Any "covered" transaction or indemnification, if such covered transaction or indemnification took place. A covered transaction under this Section is a transaction of more than \$50,000 in which NUSO (or any parent or subsidiary) was a party, and in which any director or officer of NUSO has a direct or indirect financial interest, or any number of transactions in which the same person had a direct or indirect financial interests and which transactions, when aggregated, involved more than \$50,000. A covered indemnification under this Section is an indemnification in which the amount or circumstances of indemnification or advance aggregate at more than \$10,000 paid during the fiscal year to any Director or Officer of NUSO, unless such indemnification is already approved pursuant to Article 10. The statement regarding covered transactions and indemnifications must disclose the names of the interested persons involved, state that person's relationship to NUSO, the nature of such person's interest in the transaction, and if possible, the value of that interest.

Section 8.5 *Financial Audit.* NUSO shall obtain a financial audit for any tax year that it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the government entity requires an accounting. Any audited statements obtained by NUSO, whether or not required by law, shall be made available for inspection by the Attorney General and by the general public within nine (9) months after the close of the fiscal year for which the statements related. For three (3) years, such statements shall be available at NUSO's principal and subsidiary offices, and shall be made available either by mailing a copy to any person who so requests a copy or by posting them on NUSO's website.

ARTICLE 9-INTRACLUB GRIEVANCE PROCEDURES PERTAINING TO ALLEGED VIOLATION OF BYLAWS OR CONSTITUTION

Section 9.1 Authority to Adjudicate. The NUSO BOD is the appropriate body to investigate and adjudicate matters pertaining to co-curricular programs, activities, and student organizations registered with CSEA, should there be no violation of the National University Student Code of Conduct, pursuant to the General Catalog. All procedures set forth in this section pertain only to the scope of intraclub conflict and alleged violations of constitutions and/or bylaws. Student organizations that have intraclub conflicts outside the scope of alleged bylaw/constitution violations, such as personality disputes, will be directed to the student handbook addendum regarding handling conflict resolution.

Students who feel their rights have been violated by another student outside of this scope are directed to the General Catalog, “Student Code of Conduct.” For questions about the code of conduct and if you would like to file a complaint against another student or a professor, please email osc@nu.edu or contact the Office of Student Conduct at 858-642-8633.

Section 9.1.1 Student Grievances within Student Organizations. If there are disputes within student organizations or between students within a student organization, the dispute must be noticed to the NUSO BOD, so long as the student(s) affected have sought remedy for alleged Code of Conduct violations through the Office for Student Conduct as outlined in the General Catalog. In many cases of internal organizational disputes, there naturally arises the need for an impartial and independent body to oversee disputes that cannot be resolved informally. Recognized student organizations are bound to NUSO’s oversight by acknowledgement, which includes the oversight of disputes and subsequent disciplinary hearings, pertaining to the alleged violations of constitutions and/or bylaws. Therefore, student organizations may not remove students from clubs, leadership positions, or any other service positions without following the Grievance Procedure Guidelines set forth below and facilitated by NUSO BOD through the Center for Student Engagement and Activities, in collaboration with university stakeholders from Student Affairs, the university ombudsman or any other appropriate stakeholder. Every organization must adopt and adhere to the grievance procedures below to ensure fair and equitable treatment of a student under disciplinary hearing.

Section 9.2. Grievance Procedures Guidelines—Notice to Respondent. Should a student organization wish to hold a procedure to review the work of a student organization director or member, the student organization president shall provide the respondent a 14 days’ notice of a review meeting, giving the cause of the review, including the alleged breach of bylaw, along with the following:

- a. meeting minutes that support the review of the position or the respondent;
- b. the date, time and location of the review;
- c. the agenda, which indicates the amount of speaking time the respondent has, in addition to those who will be in attendance;
- d. any and all documents that support a breach of bylaws or support removal of his/her position either within student leadership or as a member of the student organization; and
- e. notice that the respondent can bring a student advocate with him/her to the proceeding.

NUSO BOD will be copied with this correspondence concurrently and any member of NUSO BOD may be present at the proceedings. The above must be sent together as part of a larger, complete

packet.

The student organization has the burden to provide evidence in support of the removal of a student from a leadership post or membership.

Section 9.3. Respondent's Response. Upon receipt of the packet, the respondent has seven (7) days, prior to the Proceedings for Review, to submit to the student organization president any and all documents to rebut the claims against him/her and in support of their position. This packet must contain the name of the student representative who will accompany them to the Proceeding for Review.

NUSO BOD must be sent any and all documents concurrently through the Center for Student Engagement and Activities (CSEA) via clubs@nu.edu.

Should the Respondent fail to respond, the Proceeding for Review will occur without their participation.

Section 9.4. Grievance Procedure Guidelines—Proceeding for Review. Student organizations that provide proper notice to the respondent regarding a review of their position, pursuant to Section 9.2, will have an opportunity to commence a Proceeding for Review. Student organizations need to ensure:

- a. a faculty advisor is present during the review;
- b. minutes are taken during the review;
- c. the agenda is followed; and
- d. the respondent has an opportunity to be heard.

Student organization directors or leadership members may then vote on the position *and* membership of the respondent.

There must be a simple majority vote to remove the respondent from their leadership and/or membership role. Should a role within leadership be voted upon, the student leaders have a right to vote on membership of the student as well. There must be two separate votes if both a leadership role and membership are being reviewed.

Proceedings for Review will be scheduled for no more than one hour.

The president of the student organization will compile the results of the vote, an outline of the procedure, along with minutes, and send these to CSEA, within five (5) days of the Proceeding for Review. The NUSO BOD committee has the final authority to remove any student from clubs and organizations and to remove students from leadership positions, upon review of the votes from the student organization members, and a review of the Proceeding minutes.

Section 9.5. Grievance Procedure Guidelines—Final Decisions

The NUSO BOD upon review of the completed packet will then make a determination as to the respondent's leadership position and membership (if also voted upon). NUSO BOD will inform the student organization president and advisor of the determination within ten (10) days of receipt. The decision of the NUSO BOD is final.

ARTICLE 10- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 10.1 *Definitions Relevant to this Article.* For the purposes of this Article, the following definitions shall apply:

- a) References to “agent” mean any person who is or was a Director, Officer, employee or other agent of NUSO, or is or was serving at the request of NUSO as a trustee, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;
- b) References to “Director” or “Officer” mean any person who is or was a Director or Officer of NUSO, or is or was serving at the request of NUSO as a trustee or officer of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;
- c) References to “proceeding” mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and
- d) References to “expenses” include, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification.

Section 10.2 *Right to Indemnification.* NUSO shall, to the extent permitted by law, indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of NUSO to procure a judgment in its favor, an action brought under Section 5233 of the Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an Officer, Director, or agent of NUSO, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding to the fullest extent permitted under the California Nonprofit Corporation Law, provided that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of NUSO and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any 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 the person reasonably believed to be in the best interests of NUSO or that the person had reasonable cause to believe that the person’s conduct was unlawful.

Section 10.3 *Indemnification in Actions by or in the Right of NUSO.* NUSO shall have the power to indemnify, and may indemnify, any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of NUSO, or brought under Section 5233 of the California Nonprofit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of NUSO, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of NUSO and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

- a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to NUSO in the performance of such person's duty, unless and only to the extent that the court in which such proceeding is or was pending, shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 10.4 *Limitation on Indemnification.* Notwithstanding the foregoing Sections 8.2 and 8.3, at any time during which Section 4941 of the IRC applies to NUSO, no indemnification shall be made, nor indemnification reimbursement insurance purchased, where it would constitute an act of self-dealing under Section 4941 of the Code.

Section 10.5 *Required Determinations.* In determining whether indemnification is available, the determination as to whether the applicable standard of conduct set forth in Sections 8.2, 8.3, and Corporations Code section 5238 has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding. If NUSO cannot reach a quorum of Directors who are not party, the determination shall be made by the court in which the proceeding is or was pending. Either NUSO or the agent, Officer, or Director who is party may request that the court in which the proceeding is pending make that determination, whether such application is opposed by NUSO.

Section 10.6 *Indemnification Against Expenses.* To the extent that an agent of NUSO has been successful on the merits in defense of any proceeding referred to in Section 8.2 or Section 8.3 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 10.7 *Advance of Expenses.* Expenses incurred in defending any proceeding may be advanced by NUSO prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 10.8 *Other Indemnification.* No provision made by NUSO to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution of Directors, an agreement or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such Directors and Officers may be entitled by contract or otherwise. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 10.9 *Forms of Indemnification Not Permitted.* No indemnification nor advance shall be made under this Article, except as provided in Sections 8.5 or 8.6(b), in any circumstances where it appears that it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 10.10 *Insurance.* NUSO shall have the power to purchase and maintain insurance on behalf of any agent, Director, or Officer of NUSO against any liability asserted against, or incurred by, the agent, Director, or Officer in such capacity or arising out of his or her status as such. NUSO shall have the power to purchase and maintain insurance whether or not NUSO would have the power to indemnify the agent against such liability under the provisions of this Article provided, however, that NUSO shall have no power to purchase and maintain such insurance to indemnify any agent, Director, or Officer of NUSO for a violation of Section 5233 of the California Nonprofit Corporation Law. Any insurance policy will be provided to the Board on an annual basis for renewal and approval and to determine whether additional coverage amounts are necessary.

Section 10.11 *Non-applicability to Fiduciaries of Employee Benefit Plans.* This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of NUSO as defined in Section 8.1. NUSO shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 5140 of the California Nonprofit Corporation Law.

ARTICLE 11- OTHER PROVISIONS

Section 11.1 *Construction and Definitions.* Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. If any provision of these Bylaws shall be declared invalid for any reason, the remaining provisions shall nonetheless remain in full force and effect.

Section 11.2 *Electronic Transmission.* Subject to any guidelines or procedures the Board may adopt, the terms "written" and "in writing" as used in these Bylaws includes any form of message capable of comprehension by ordinary visual means, and may include electronic transmissions such as facsimile or email, provided that: 1) for electronic transmissions from NUSO, NUSO has obtained written consent from the recipient to use such means of communication; 2) for communications to NUSO, NUSO has in effect reasonable measures to verify that the sender is the individual purporting to have sent such message; and 3) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible form.

Section 11.3 *Amendments.* These Bylaws may be adopted, amended or repealed, by the majority approval of the entire Board.

Section 11.4 *Fiscal Year.* The fiscal year of NUSO shall run from July 1 to June 30.