

**BYLAWS**  
**of**  
**NURTURE KITSAP HOMESCHOOL COMMUNITY**  
(A Washington Nonprofit Corporation)

**ARTICLE 1**  
**Offices**

1.1 *Registered Office and Registered Agent:* The registered office of the corporation shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon the filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

1.2 *Other Offices:* The corporation may have other offices within or outside the State of Washington at such place or places as the Board of Directors may from time to time determine.

1.3 *Mission Statement:*

The corporation's mission is to create an inclusive community offering academic enrichment and social support to homeschooling families of Kitsap County.

**ARTICLE 2**  
**Membership and Meetings**

2.1 *Nurture Kitsap Homeschool Community Membership Criteria*

(a) A Member is defined as the family or household of a student or students. Each family is considered to be one Member, regardless of the number of children the family or household has enrolled in Nurture Kitsap Homeschool Community

(b) Members must sign a handbook each year that outlines the rules and responsibilities of membership.

(c) Members are required to volunteer for Nurture Kitsap Homeschool Community. The volunteer requirements each year are outlined in the member handbook.

(d) Family Membership dues are set by the board each year, and are required to be paid by each Member family prior to the beginning of fall session, or prior to the session for which the member joins.

(e) Members are encouraged to attend the Membership Meeting each year.

(f) Members are encouraged to vote for Board Members during annual elections. Each Member family or household may cast one vote during an election.

(g) All members acting as a representative of Nurture Kitsap Homeschool Community at an outreach function must pledge to familiarize himself or herself with the corporation's mission and programs.

*2.2 Meeting Place:* All meetings of the members shall be held at the principal office and place of business of the corporation or at such other place as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.

*2.3 Annual Meeting Time:* The annual meeting of the members for the transaction of such business as necessary shall be held each year at the place and time as determined by the directors, otherwise on the TUESDAY PRIOR TO THE BEGINNING OF FALL SESSION AT THE HOUR OF 6:00 P.M. if not a legal holiday, and if a legal holiday, then on the day following, at the same hour. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

*2.4 Special Meetings:* Except as otherwise provided by law, special meetings of members of this corporation shall be held whenever called by any officer or the Board of Directors or at least ten percent (10%) of all members who are entitled to vote on any issue proposed to be considered at the meeting.

*2.5 Notice:* Written or printed notice stating the place, day and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally, by mail, or by electronic transmission, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. Notice of regular meetings other than annual shall be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten days prior to the next succeeding regular meeting and at any time when requested by a member or by such other notice as may be prescribed by the bylaws. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid. Electronic delivery is effective only with respect to members and directors who have consented, in the form of a record, to receive electronically transmitted notices.

*2.6 Quorum:* Except as otherwise required by law

(a) A quorum at any annual or special meeting of members shall consist of members representing, either in person or by proxy, one fifth (20%) of all votes entitled to be cast at such meeting.

(b) Once a vote is represented at a meeting, other than to object to holding the meeting or transacting business, it is deemed to be present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. At such reconvened meeting, any business may be transacted which might have been transacted at the meeting as originally notified.

*2.7 Voting:*

(a) Except as otherwise provided in these Bylaws or to the extent that voting rights of the members are limited or denied by the Articles of Incorporation or the Board of Directors, each member who is then in good standing and who has fully paid all dues or other obligations to the corporation, shall have one vote on each matter submitted to a vote at a meeting of members.

(b) If a quorum exists at any meeting, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action i.e., a majority, unless the question is one upon which by express provision of law or of the Articles of Incorporation or of these Bylaws a different vote is required.

(c) At each election for directors every member entitled to vote at such election shall have the right to vote in person, one vote for as many persons as there are directors to be elected and for whose election he has a right to vote.

*2.8 Fixing Record Date and Voting Record:* For the purpose of determining members entitled to notice  
Bylaws of the Nurture Kitsap Homeschool Community Page 2 of 13 Updated July 2024

of or to vote at any meeting of members, or any adjournment thereof, the Board of Directors may fix in advance a record date for any such determination of members, such date in any case to be not more than seventy (70) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is fixed for such purposes, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such meeting is adopted, as the case may be, shall be the record date for such determination of members.

Any officer or agent having charge of the list of members of this corporation shall make, at least ten (10) days before each meeting of members, a complete record of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each. The record shall be kept on file at the registered office of the corporation for a period of ten (10) days prior to such meeting. Said record shall be produced and kept open at the time and place of the meeting for the inspection of any member. Failure to comply with this section shall not affect the validity of any action taken at such meeting.

2.9 *Proxies*: A member may vote in person or by proxy.

2.10 *Waiver of Notice*: A waiver of any notice required to be given any member, or a consent to the minutes of a meeting signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice. A waiver is created by any of the following:

- (a) A writing signed by the member entitled to notice and delivered to the corporation;
- (b) Attendance at the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
- (c) Failure to object at the time of presentation of a matter within the purpose or purposes described in the meeting notice.

## ARTICLE 3

### **Board of Directors**

3.1 *Number and Powers*: The management of all the affairs, property and interest of the corporation shall be vested in a Board of Directors except as otherwise provided in the Articles of Incorporation, consisting of a number not less than three (3) directors nor more than ten (10) directors. The Board of Directors shall consist of the President, Vice President, Treasurer, and when more than three (3) Secretary and Volunteer Coordinator. Additional non-voting positions may be appointed by the Board at their sole discretion. The annual election of directors and officers shall be held each year at a special meeting called for that purpose at the place and time as determined by the directors, otherwise on the SECOND TUESDAY IN FEBRUARY AT THE HOUR OF 6:00 P.M. if not a legal holiday, and if a legal holiday, then on the day following, at the same hour. Directors will be elected to hold office for two (2) years until their respective successors are elected and qualified. In the event that the corporation fails to hold an election, the directors last elected shall continue to hold office until the next election of directors. Director must be a member of, Nurture Kitsap Homeschool Community in good standing as defined by Article II. No more than one person from any member family in a household may serve on the Board of Directors at any given time. It is within the power of the Board of Directors to develop, amend, and adopt a Member Handbook and other such policies as may be necessary to govern the corporation.

In addition to the powers and authorities these Bylaws and the Articles of Incorporation expressly confer upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are allowed by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the members.

*3.2 Change of Number:* The number of directors may at any time be increased or decreased by the directors at any annual or special meeting provided that no decrease shall have the effect of shortening the term of any incumbent director except as provided in paragraphs 3.3 and 3.4 hereunder.

*3.3 Vacancies:* All vacancies in the Board of Directors, whether caused by resignation, death or otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or the members may fill the vacancy if a members meeting is called for such purpose. A director elected to fill any vacancy shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the members.

*3.4 Removal of Directors:*

(a) *By the Members:* At a meeting of members called expressly for that purpose, the entire Board of Directors, or any member thereof, may be removed with or without cause by a vote of the holders of 2/3 of votes then entitled to vote at an election of such directors.

(b) *By the Board:* At a meeting of the board called expressly for that purpose, any member of the Board of Directors may be removed with or without cause by a 2/3 vote of Board members.

*3.5 Regular Meetings:* Regular meetings of the Board of Directors will take place one time per session or semester.

*3.6 Annual Meeting:* The annual meeting of the Board of Directors shall be held without notice immediately after the adjournment of the annual meeting of members, unless otherwise decided by the Board of Directors.

*3.7 Special Meetings:*

(a) Special meetings of the Board of Directors may be called at any time by the President of the Board of Directors or by any one director, to be held at the principal place of business of the corporation or at such other place or places as the Board of Directors or the person or persons calling such meeting may from time to time designate. Notice of such special meeting shall be given to each director by the officer calling or by the officer directed to call the meeting.

(b) Special meetings of any committee may be called at any time by such person or persons and with such notice as shall be specified for such committee by the Board of Directors, or in absence of such specification, in the manner and with the notice required for special meetings of the Board of Directors.

*3.8 Notice:* Two (2) weeks notice is required for regular meetings of the Board of Directors. Notice of special meetings of the Board of Directors, stating the date, time and place thereof, shall be given at least one (1) day prior to the date of the meeting. The purpose of the need not be given in the notice. Such notice may be oral or written. Oral notice may be communicated in person or by telephone and is effective when communicated. Written notice may be transmitted by any means permitted in these Bylaws. Electronic delivery is effective when sent, and only with respect to members and directors who have consented, in the form of a record, to receive electronically transmitted notices.

*3.9 Waiver of Notice:* Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

*3.10 Quorum and Voting:* Each director shall have and be entitled to cast one vote in person or by proxy for or against any matter coming before the Board of Directors. A majority of directors present in person or by proxy shall constitute a quorum for the transaction of business at any Board meeting but, if less than a majority is present at a meeting, a majority

of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a Board meeting at which there is a quorum shall be the act of the Board, unless the vote of a different number is required or allowed by these Bylaws, the Articles of Incorporation, a written Agreement of all the members, or the Washington Corporation Act governing this corporation. The directors present at duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

**3.11 *Registering Dissent:*** A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**3.12 *Resignation:*** Any director may resign by delivering written notice to the President, the Secretary, or the registered office of the corporation or by giving oral notice at any meeting of the members or directors.

**3.13 *Executive and Other Committees:*** The Board, by resolution adopted by a majority as defined hereinabove, may designate from among its members an Executive Committee and one or more other standing or special committees. The Executive Committee shall have and may exercise all the authority of the Board, and other standing or special committees may be invested with such powers, subject to such conditions, as the Board shall see fit; provided that, notwithstanding the above, no committee of the Board shall have the authority to: (1) amend, alter, or repeal the bylaws; (2) elect, appoint, or remove any member of any committee or any director or officer of the corporation; (3) amend the articles of incorporation; (4) adopt a plan of merger or adopt a plan of consolidation with another corporation; (5) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (6) authorize the voluntary dissolution of the corporation or revoking proceedings therefor; (7) adopt a plan for the distribution of the assets of the corporation; or (8) amend, alter, or repeal any resolution of the board of directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. All committees so appointed shall keep regular minutes of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation. Committees shall be governed by the same rules regarding meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements as applied to the Board of Directors. The designation of any such committee and the delegation of authority thereto shall not relieve the Board, or any member thereof, of any responsibility imposed by law.

**3.14 *Action by Directors without a Meeting:*** Any action required or which may be taken at a meeting of the directors, or of a committee thereof, may be taken without a meeting if the action is taken by all the members of the board, the action must be evidenced by one or more written consents describing the action to be taken, signed by all directors and delivered to the corporation for inclusion in the minutes. The consents may be signed either before or after the action is taken. Action taken by written consent is effective when the last director signs the consent, unless the consent specifies a later effective date. Electronic delivery is effective when sent, and only with respect to members and directors who have consented, in the form of a record, to receive electronically transmitted notices.

**3.15 *Action of Directors by Communications Equipment:*** Any action required or which may be taken at a meeting of directors, or of a committee thereof, may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

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

In performing the duties of a director, a director shall be entitled to rely on information, opinion, report, or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matter presented;
- (b) Counsel, public accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the director does not serve, duly designated in accordance with a provision in the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the director believes to merit confidence; so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

### *3.17 Liability of Directors:*

- (a) A director shall have no liability to this corporation or its members for conduct as a director except for acts or omissions that involve (i) intentional misconduct; or (ii) a knowing violation of law; or (iii) for voting for or assenting to a distribution made in violation of law relating to unlawful distributions; or (iv) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled.
- (b) Any director against whom a claim shall be asserted under or pursuant to this provision or section for the making of a distribution and who shall be held liable thereon, shall be entitled to contribution from the members who accepted or received any such distribution, knowing such distribution to have been made in violation of these Bylaws or applicable state law, in proportion to the amounts received by them respectively.
- (c) Any director against whom a claim shall be asserted under or pursuant to this provision shall be entitled to contribution from any other director who voted for or assented to the action upon which the claim is asserted and who did not comply with the standard provided in these Bylaws for the performance of the duties of the directors.
- (d) A proceeding under this provision shall be barred against the director unless it is commenced within two years after the date on which the effect of the distribution was measured.

### *3.18 Directors Conflict of Interest:*

- (a) A transaction in which a director has a conflicting interest may not be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member for the corporation, because the director or any person with whom or which the director has a personal, economic or other association, has an interest in the transaction, if: (i) the transaction, judged according to the circumstances at the time of the corporation's commitment is established to have been fair to the corporation ; or (ii) the director's actions respecting the transaction was at any time taken in compliance with RCW 23B.08.720; or (iii) any member's action respecting the transaction was at any time taken in compliance with RCW 23B.08.730.
- (b) Any transaction effected or proposed to be effected by this corporation, or by a subsidiary of this corporation or any other entity in which this corporation has a controlling interest, that is not a "director's conflicting interest transaction" as defined by subsection (c) below and RCW 23B.08.700(2) may not be enjoined, set aside or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the corporation, because a director of this corporation, or any person with whom or which the director has a personal, economic or other association, has an interest in the transaction.
- (c) A "director's conflicting interest transaction" is specifically defined by RCW 23B.08.700(2) and generally means a transaction effected by the corporation in which a director has an interest if the director knows at the time of the corporation's commitment that the director or a related person has any beneficial financial interest in the transaction such

that the interest would reasonably be expected to exert influence on the director's judgment if he were called upon to vote on the transaction; or the transaction is significant and would normally be brought before the Board of Directors for action and a director knows at the time of commitment that an entity or person with which or whom the director is connected or associated is involved or will otherwise be directly affected by the transaction with the corporation.

## ARTICLE 4

### Officers

4.1 *The President:* The President shall preside at all meetings of members, shall have general supervision of the affairs of the corporation, and shall perform all such other duties as are incident to his office or are properly required of him by the Board of Directors. The President shall preside at meetings of the Board of Directors. The President or Vice-President or such other persons as are specifically authorized by the Board of Directors, shall have the authority to sign all bonds, deeds, mortgages, contracts and any other agreements, and such signature shall be sufficient to bind this corporation. In addition, the President shall perform such other duties and have such other power and authority of any other officer which is described in these Bylaws.

4.2 *Vice-President:* During the absence or disability of the President, the Vice-President shall exercise all the functions of the President. The Vice-President shall have such powers and discharge such duties as may be assigned to him from time to time by the Board of Directors or the President.

4.3 *The Secretary:* The Secretary shall issue notices for all meetings, except for notices for special meetings of the members and special meetings of the directors which are called by the requisite number of members or directors, shall keep minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to his office, or are properly required of him by the Board of Directors.

4.4 *The Treasurer:* The Treasurer shall have the custody of all moneys and securities of the corporation and shall keep regular books of account. He shall disburse the funds of the corporation in payment of the just demands against the corporation or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors from time to time as may be required of him, an account of all his transactions as Treasurer and of the financial condition of the corporation. He shall perform such other duties incident to his office or that are properly required of him by the Board of Directors.

4.5 *Delegation:* In the case of absence or inability to act of any officer of the corporation and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any director or other person whom it may select.

4.6 *Vacancies:* Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.

4.7 *Other Officers:* Directors may appoint such other officers and agents as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.8 *Terms:* The term for each elected officer shall be two years. The officers of the corporation shall hold office until their successors are chosen and qualify or until they are removed by the Board of Directors.

4.9 *Term-Limits:* No officer shall hold any one office for more than two consecutive terms. Any officer or agent elected or appointed by the Board of Directors may be removed at any time with or without cause, whenever in the judgment of the Board the best interest of the corporation would be served thereby, by the affirmative vote of a 2/3 of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.10 *Officers' Conflict of Interest:* The provisions of Section 3.18 of these Bylaws applying to directors' conflicts of interest shall apply equally and to the same extent to the officers of this corporation and officer's conflicts of interest and the term director as used in Section 3.18 shall, for the purposes of this Bylaw provision, also mean officer.

## ARTICLE 5 Distributions and Finance

### 5.1 *Distributions:*

(a) The Board of Directors may not authorize and the corporation may not make distributions to its members.

(b) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, officers or other private persons, except that the corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article I. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3), or (ii) by a corporation, contributions to which are deductible under Internal Revenue Code Section 170(c)(2), or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more tax exempt purposes within the meaning of Internal Revenue Code Section 501(c)(3), or the corresponding section of any future federal tax code, or shall be distributed to a local, state or the federal government for a public purpose.

5.2 *Depositories:* The monies of the corporation shall be deposited in the name of the corporation in such bank or banks or trusts company or trust companies as the Board of Directors shall designate, and shall be drawn out only by check or other order for payment of money signed by such persons and in such manner as may be determined by resolution of the Board of Directors. The President, Vice President, and Treasurer may be signatories on such an account. Any check or payment over \$500 requires two signers.

## ARTICLE 6 Notices

6.1 *Form of Notice:* Except as may otherwise be required by law, any notice to any member or director may be transmitted by mail, private carrier, personal delivery, telegraph, teletype, or facsimile transmission of the notice. Notice may be given electronically only with respect to members and directors who have consented, in the form of a record, to receive electronically transmitted notices. Notice of Board of Director meetings may be oral.

6.2 *Effective Delivery:* Written notice to a director or member is effective when delivered, or three (3) days after it is mailed, telegraphed or faxed, postage or costs prepaid, to the member's correct address or fax number as last provided in writing to the corporation and shown in the corporation's current record of members. Electronic delivery and oral notice are effective when sent.

## ARTICLE 7 Seal

The corporation shall have no particular seal nor shall any be necessary to make valid and binding upon the corporation any signature, contract, promise or act so long as the same is otherwise authorized as provided by law, the Articles of Incorporation or these by-laws. Provided further, the directors may provide for a seal of the corporation in the form and



bearing such inscription as may be determined by the Board of Directors, or by usage of the officers on behalf of the corporation.

## ARTICLE 8 **Indemnification of Officers, Directors, Employees and Agents**

### 8.1 *Definitions:* As used in this Article:

- (a) "Act" means the Washington Non-Profit Corporation Act now or hereafter in force, particularly section 24.03.035(14), and RCW 23B.08.500 through 23B.08.600 under the powers provided by the Non-Profit Corporation Act.
- (b) "Corporation" means this Corporation and any domestic predecessor entity which, in a merger or other transaction, ceased to exist.
- (c) "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 Corporation's request as a director, officer, employee or agent. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.
- (d) "Expenses" include counsel fees.
- (e) "Indemnatee" 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. "Indemnatee" shall also include the heirs, executors and other successors in interest of such individuals.
- (f) "Liability" means the obligation to pay a judgment, settlement, penalty or fine, including an excise tax assessed with respect to an employee benefit plan or reasonable expenses incurred with respect to a proceeding.
- (g) "Party" includes an individual who was, is or is threatened to be named a defendant or respondent in a proceeding.
- (h) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administration or investigative, and whether formal or informal.

8.2 *Indemnification Rights of Directors, Officers, Employees and Agents:* The Corporation shall indemnify its directors, officers, employees and agents against liability arising out of a proceeding to which such individual was made a party because the individual is or was a director, 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.

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

- (a) Notification and Defense of Claim. Indemnatee shall promptly notify the Corporation in writing of any proceeding for which indemnification could be sought under this Article. In addition, Indemnatee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnatee's powers.

With respect to any such proceeding as to which Indemnatee has notified the Corporation:

- (1) The Corporation will be entitled to participate therein at its own expense;
- (2) 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 Indemnatee. Indemnatee's consent to such counsel may not be unreasonably withheld.

After notice from the Corporation to Indemnatee of its election to assume the defense, the Corporation will not be liable to Indemnatee under this Article for any legal or other expenses subsequently incurred by Indemnatee in connection with such defense. However, Indemnatee shall continue to have the right to employ its counsel in such proceeding at Indemnatee's expense if:

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

(b) Information to Be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnatee 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 constitute an "Indemnification Statement").

Submission of an Indemnification Statement to the Board shall create a presumption that the Indemnatee is entitled to indemnification hereunder, and the Corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnatee unless: (1) within such sixty (60) calendar day period it shall be determined by the Corporation that the Indemnatee is not entitled to indemnification under this Article; (2) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (3) the Indemnatee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

At the election of the President, the foregoing determination may be made by either: (1) the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (2) a committee chose by written consent of a majority of the directors of the Corporation and consisting solely of two or more directors not at the time parties to the proceeding; (3) by special legal counsel as provided in RCW 23B.08.550; or (4) by the members, if any, by the majority vote of a quorum consisting of members not parties to the proceeding.

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

(c) Special Procedure Regarding Advance for Expenses. An Indemnatee seeking payment of expenses in advance of a  
Bylaws of the Nurture Kitsap Homeschool Community Page 10 of 13 Updated July 2024

final disposition of the proceeding must furnish the Corporation as part of the Indemnification Statement:

- (1) 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
- (2) A written undertaking constituting an unlimited general obligation of the Indemnitee to repay the advance if it is ultimately determined that the director 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.

(d) Settlement. The Corporation is not liable to indemnify Indemnitee for any amounts paid in settlement of any proceeding without 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.

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

(a) 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.

(b) Optional Insurance, Contracts and Funding. The Corporation may:

- (1) Maintain insurance at its expense to protect itself and any Indemnitee against any liability, whether or not the Corporation would have power to indemnify the individual against the same liability under RCW 23B.08.510 or .520, or a successor statute;
- (2) Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Non-Profit Corporation Act; and
- (3) 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.

(c) 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.

(d) Right of Indemnitee to Bring Suit. If (1) 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 (2) 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 (1) the failure of the Corporation (including its Board of Directors, its shareholders 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 (2) an actual determination by the Bylaws of the Nurture Kitsap Homeschool Community Page 11 of 13 Updated July 2024

Corporation (including its Board of Directors, its shareholders or independent legal counsel) that the Indemnatee 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 Indemnatee is not so entitled.

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 Indemnatee with respect to any proceeding:

(a) Claims Initiated by Indemnatee. Initiated or brought voluntarily by Indemnatee 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.

(b) Lack of Good Faith. Instituted by Indemnatee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by Indemnatee in such proceedings was not made in good faith or was frivolous.

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

## ARTICLE 9 Corporate Records

9.1 *Records to Be Maintained:* The corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all action taken by the members or Board of Directors without a meeting, and a record of all actions taken by any committees of the Board of Directors exercising the authority of the Board of Directors on behalf of the corporation. The corporation shall maintain appropriate accounting records and a record of its members in a form that permits preparation of a list of the names and addresses of all members. The corporation may maintain its records in other than a written form so long as such form is capable of conversion into written form within a reasonable time.

9.2 *Records to Be Kept at Principal Office:* The corporation shall keep a copy of the following records at its principal office or other location as designated by the Board of Directors.

- (a) The Articles or Restated Articles of Incorporation and all amendments to them currently in effect;
- (b) The Bylaws or Restated Bylaws and all amendments to them currently in effect;
- (c) The minutes of all members meetings and records of all action taken by members without meeting;
- (d) The minutes of all Board of Directors meetings and records of all action by directors without meeting.
- (d) Financial records including records of accounts and finances;
- (e) All written communications to the members as a class generally within the past three years;
- (f) A list of names & addresses of the current directors and officer of the corporation; and
- (g) The most recent annual report delivered to the Secretary of State under Chapter 24.03 RCW.

9.3 *Right to Inspect:* Any member of the corporation shall be entitled to inspect and copy during regular business hours at the corporation's principal office, the records of the corporation pursuant to RCW 24.03.135.

ARTICLE 10  
**Amendments**

10.1 *By Members:* These Bylaws may be altered, amended or repealed by the affirmative vote of 2/3 of the voting members in person or by proxy at any annual or special meeting of the members if notice of the proposed amendment is contained in the notice of the meeting or otherwise waived.

10.2 *By Directors:* These Bylaws may be amended or repealed by a unanimous vote of the Board of Directors at any meeting of the Board, if notice of the proposed amendment is contained in a notice of the meeting or otherwise waived. However, the directors may not modify the Bylaws fixing their qualifications, classifications or term of office.

ARTICLE 11  
**Rules of Order**

Unless otherwise unanimously agreed, the rules contained in the most recent edition of Robert's Rules of Order, newly revised, shall govern all meetings of members and directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or other rules of order of this corporation.

Adopted by resolution of the corporation's Board of Directors on

\_\_\_\_\_.

\_\_\_\_\_  
Joanna Bennett, President