

**BYLAWS OF
THE KENTRIDGE HIGH SCHOOL BOOSTER CLUB**

PURPOSE STATEMENT

The purpose of the Kentridge High School Booster club is to foster and promote the general welfare of the athletic and activity programs at Kentridge H.S., support fundraising opportunities, provide appropriate parent-oriented assistance to the Athletic/Activities Department, promote awareness of the important relationship between success in athletics and academics, and advocate for Kentridge High School Athletics in the community.

ARTICLE I. - OFFICE

The principal office of the Kentridge High School Booster Club (“Club”) shall be located at Kentridge High School (the “School”) in Kent, Washington, or such other place within the boundaries of the Kent School District (the “District”) as the Board of Directors (“Board”) may designate.

ARTICLE II. - MEMBERSHIP

2.1 Classes of Members. A Member shall be a parent or legal guardian of a student enrolled at the School who is a participant during the current school year in an athletic or activity program recognized by the School’s Athletic/Activities Department and such athletic/activity Program is a participating member in “good standing” with the Kentridge High School Booster Club. A Member may also be a parent or legal guardian of a student who was a qualified participant one or two years preceding the current school year. To comply with state and school district rules, Kent School District employees may participate as Members but shall not hold office or have financial responsibility, specifically, check signing authority. Additional classes of Members, the manner of election or appointment of each class of Members, and the qualifications and rights of each class of Members may be established by amendment to these Bylaws.

2.2 No Voting Rights. Members shall not have voting rights except as otherwise provided herein as either a Director, Officer or committee member.

2.3 Annual Meeting. An annual meeting of the Members shall be held at the School on the 2nd Tuesday of June in each year at 7 p.m. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

2.4 Notice of Meetings. The Board shall cause to be delivered to each Member, either personally or by mail, not less than ten nor more than thirty days before the annual meeting of the Members, written notice stating the place, date and time of the meeting. If such

notice is mailed, it shall be deemed delivered when deposited in the United States mail properly addressed to the Member at his or her address as it appears on the records of the School with postage thereon prepaid, or when timestamped by the email application.

2.5 Quorum. Since the Members do not have voting rights, meetings of the Members shall not have a quorum requirement.

2.6 Purpose of Meetings. Except as otherwise provided herein, the purpose of meetings of the Members is informational only, to observe the meetings of the Board and to provide comments and other information or services to the Board as permitted or encouraged at the discretion of the Board.

ARTICLE III. - BOARD OF DIRECTORS

3.1 General Powers. The affairs of the Club shall be managed by the Board.

3.2 Number. The Board shall consist of not less than three (3) Directors, the specific number to be set by resolution of the Board. The number of Directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

3.3 Qualifications. Directors shall be either (a) a Member of the Executive Committee, or (b) one representative ("Team Rep") from each of the qualified athletic teams or activity organizations who is responsible for representing the interests of that sport or activity and accounts for funds raised by that team or organization. The minimum qualifications for a team or organization to have a Team Rep as a Director are: (a) that team or organization must be recognized by the Department as a sanctioned team or organization at the School; and (b) that team or organization must be current on its financial obligations to the Club, including an initial contribution of Seventy Five Dollars (\$75) due at joining (payable in full by the end of the first sports season, with \$50 to join initially). A \$10.00 annual fee will be assessed each year thereafter due at the general meeting at the start of their respective sports or activity season. The Cross Country, Wrestling, and Track teams are exempt from the annual fee until the 2016-2017 Sports/Activity year based on their initial contribution of \$175.00 (which was required to finance the application fee for the KRHSBC Non-Profit Application). The Board may require other fees and qualifications by amendment to these Bylaws.

3.4 Determination of Directors.

3.4.1 Initial Directors. The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Board.

3.4.2 Successor Directors. Successor Directors who are on the Executive Committee shall be elected each year at the annual meeting of the Board or in such other manner as the Board shall determine. Successor Directors who are representatives of athletic teams or activity organizations shall be appointed by their respective team's and organization's supervisors.

3.4.3 Resignation. Any Director may resign at any time by delivering written notice to the President or the Secretary, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.4.4 Removal. At a meeting of the Board called expressly for that purpose, one or more Directors may be removed from office, with or without cause, by two-thirds of the votes cast by the other Directors.

3.4.5 Vacancies. A vacancy in the position of an elected Director (those on the Executive Committee) may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A vacancy in the position of an appointed Director (a Team Rep) may only be filled by that Team Rep's respective team's and organization's supervisors. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

3.5 Term of Office. Unless a Director dies, resigns or is removed, he or she shall hold office until the later of the next annual meeting of Directors or until his or her successor is elected or appointed.

3.6 Annual Meeting. The annual meeting of the Board shall be held without notice at the same place and time as the annual meeting of Members for the purposes of appointing Directors, electing officers and transacting such business as may properly come before the meeting.

3.7 Quarterly Meetings. Quarterly meetings of the Board shall be held during the second week of each sport season to coincide with parent meetings. The Board shall specify the date, time and place for the holding of quarterly meetings.

3.8 Special Meetings. Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the President or any two Directors, or, in the case of a committee meeting, by the chair of the committee. The person or persons authorized to call special meetings may fix any date, time and place within the boundaries of the District as the place for holding any such meeting called by them.

3.9 Place of Meetings. Unless otherwise specified as provided herein, all meetings shall be held at the School.

3.10 Meetings by Telephone. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee 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. Participation by such means shall constitute presence in person at a meeting.

3.11 Notice of Meetings. Notice of quarterly and special Board meetings or committee meetings shall be given to a Director or committee member in writing not less than ten days before the meeting. Notices in writing may be delivered in person or mailed. If notice is delivered by mail, the notice shall be deemed effective when deposited in the United States mail properly addressed to the Director or committee member at his or her address as it appears on the records of the Club with postage thereon prepaid, or when timestamped by the email application. Unless the meeting is a special meeting, neither the business to be transacted at, nor the purpose of any such meeting need be specified in the notice of such meeting.

3.12 Waiver of Notice.

3.12.1 In Writing. Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

3.12.2 By Attendance. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.13 Quorum. A majority of the number of Directors in office shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

3.14 Manner of Acting. The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

3.15 Presumption of Assent. A Director of the Club present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

3.16 Action by Board Without a Meeting. Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the Directors. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Such unanimous written consent may be obtained via electronic media. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

3.17 Board Committees.

3.17.1 Executive Committee. The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer and the Principal's Rep. The Executive Committee shall determine the agenda for each regularly scheduled and annual meeting of the Board.

3.17.2 Other Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more other standing or temporary committees. Such committees shall have and exercise the authority as may be prescribed by the Board. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

3.17.2 Quorum; Manner of Acting. A majority of the number of members composing any committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

3.17.3 Resignation. Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.17.4 Removal of Committee Member. The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee.

3.18 Compensation. The Directors shall receive no compensation for their service as Directors but may receive reimbursement for expenditures incurred on behalf of the Club.

3.19 Liability Limitation. A Director shall have no liability to the Club for monetary damages for conduct as a Director, except for acts or omissions that involve intentional misconduct by the Director, or a knowing violation of law by a Director, where the Director votes or assents to a distribution which is unlawful or violates the requirements of these Bylaws, or 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. If the Washington Nonprofit Corporation Act (the "Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director shall be eliminated or limited to the full extent permitted by the Act, as so amended. Any repeal or modification of this section shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification for or with respect to an act or omission of such Director occurring prior to such repeal or modification.

ARTICLE IV. - PRINCIPAL'S REP

The Principal's Rep shall be appointed by the Principal of the School; shall participate and vote on the Executive Committee; shall attend, but not vote at, meetings of the Board; and shall have complete discretion to approve or disapprove all fundraising activities, events and expenditures for each sport and activity.

ARTICLE V. - OFFICERS

5.1 Number and Qualifications. The officers of the Club shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other officers and assistant officers may be elected or appointed by the Board to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.2 Election and Term of Office. The officers of the Club shall be elected each year by the Board at the annual meeting of the Board. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board or until his or her successor is elected.

5.3 Resignation. Any officer may resign at any time by delivering written notice to the President, a Vice President, the Secretary or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Removal. Any officer or agent elected or appointed by the Board may be removed from office by the Board whenever in its judgment the best interests of the Club would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.5 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

5.6 President. The President shall be the chief executive officer of the Club and, subject to the Board's control, shall supervise and control all of the assets and affairs of the Club. The President shall preside over meetings of the members and the Board. The President may sign bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the Club or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time.

5.7 Vice Presidents. In the event of the death of the President or his or her inability to act, the Vice President (or if there is more than one Vice President, the Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President whose name first appears in the Board resolution electing officers) shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. Vice Presidents shall have, to the extent authorized by the President or the Board, the same powers as the President to sign bonds, contracts or other instruments. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or the Board.

5.8 Secretary. The Secretary shall: (a) keep the minutes of meetings of the members and the Board, and minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the Club; (d) keep records of the mailing address and class, if applicable, of each member and Director and of the name and mailing address of each officer; (e) sign with the President, or other officer authorized by the President or the Board, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

5.9 Treasurer. If requested by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board may determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Club; receive and give receipts for moneys due and payable to the Club from any source whatsoever, and deposit all such moneys in the name of the Club in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

ARTICLE VI: - INDEMNIFICATION

6.1 Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or officer of the Club, whether the basis of such proceeding is alleged action in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Club, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 6.2 with respect to proceedings seeking solely to enforce rights to indemnification, the Club shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section 6.1 shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 6.1 or otherwise.

6.2 Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 6.1 is not paid in full by the Club within sixty (60) days after a written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Club (including its Board, independent legal counsel or its Members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Club (including its Board, independent legal counselor its Members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

6.3 Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of Members, or disinterested Directors or otherwise.

6.4 Insurance, Contracts and Funding. The Club may maintain insurance at its expense to protect itself and any Director, trustee, officer, employee or agent of the Club against any expense, liability or loss, whether or not the Club would have the power to indemnify such persons against such expense, liability or loss under the Act, as applied to nonprofit corporations. The Club may enter into contracts with any director or officer of the Club in furtherance of the provisions of this Article and may 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.

6.5 Indemnification of Employees and Agents of the Club. The Club may, by action of its Board from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Club with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Club or pursuant to rights granted pursuant to, or provided by, the Act, as applied to nonprofit corporations, or otherwise.

ARTICLE VII. - ADMINISTRATIVE PROVISIONS

7.1 Books and Records. The Club shall keep at the School copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of the Members and the Board, and any minutes which may be maintained by committees of the Board; records of the name and mailing address of each Member, Director, and officer; and such other records as may be necessary or advisable. All books and records of the Club shall be open at any reasonable time to inspection by any member of three months standing or to a representative of more than five percent (5%) of the membership.

7.2 Bank Accounts. The Treasurer and/or President shall open and maintain bank accounts as directed by the Board. Two signatures shall be required to withdraw funds from such accounts: one from a Team Rep whose sport or activity's use of the funds has been approved by the Board; and one from a member of the Executive Committee excluding the Principal Representative. In the absence of a Team Rep with signature authority, the two signatures shall be provided by two members of the Executive Committee excluding the Principal Representative.

7.3 Accounting Year. The accounting year of the Club shall be the twelve months ending July 31.

7.4 Guiding Principles. While engaging in the solicitation of contributions, including in-kind donations, to the Club, the Directors, Officers and Members:

- a. shall cooperate with the Principal, Athletic Director and other designated officials of the School and the District to promote the general welfare of the student body of the School with an emphasis on athletics and activities; and
- b. shall not interfere with or attempt to unduly influence departmental policy decisions, disciplinary actions, coaching decisions or other administrative activities.

ARTICLE VIII: - POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Club's Articles of Incorporation, the Club shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Club's purposes.

ARTICLE IX: - LIMITATIONS

All of the purposes and powers of the Club shall be exercised exclusively for charitable, scientific, and educational purposes in such manner that the Club shall qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision, and that contributions to the Club shall be deductible under Section 170(c)(2) of the Code or any successor provision.

No substantial part of the activities of the Club shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Code or any successor provision. The Club 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 provisions of these Club, the Club shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal and state income taxes under Section 501(c)(3) of the Code or any successor provision, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code or any successor provision.

No part of the net earnings of the Club shall inure to the benefit of, or be distributable, to its Members, Directors, officers, or other private persons, except that the Club is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Upon the winding up and dissolution of the Club, the assets of the Club remaining after payment of, or provision for payment of, all debts and liabilities of the Club, shall be distributed to an organization or organizations, as determined by the Board, that is recognized as exempt under Section 501(c)(3) of the Code or any successor provision, and used exclusively to accomplish the purposes for which this Club is organized.

ARTICLE X. - AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the vote of a majority of the number of Directors in office.

Revision C of the foregoing Bylaws was adopted by the Kentridge High Booster Club Board of Directors on June 7, 2017.


Kimberly Kaiser, President


Lisa Slavik, President


Patty Kassebaum, Vice President


Anita Kallish, Treasurer


Brendan Shine, Secretary