



## **BYLAWS**

Amended April 18, 2006

### **ARTICLE I: Name, Purpose, and Membership**

Section I. **NAME** - The official name of the corporation is the Washington Idaho Network, Inc., a non-profit library/information science service and educational research corporation legally chartered by the Secretary of State of the State of Washington under the provisions of the Washington Nonprofit Corporation Act. The corporation's commonly used name is WIN. Wherever used throughout this document, WIN refers to the Washington Idaho Network, Inc.

Section II. **MISSION** - WIN is a cooperative multitype library consortium serving academic, public, school, and special libraries in the states of Washington and Idaho. WIN facilitates access to information by acquiring automated systems that serve as gateways to information beyond library walls. Additionally the consortium will plan and implement services that promote inter-library cooperation to insure that resources are readily shared across jurisdictional boundaries. These services enable our patrons to further their education, to enhance their skills in the workplace, to fully function in today's global society, and to enrich and enjoy their daily lives.

Section III. **MEMBERSHIP** - Eligibility for membership in WIN is open to any library, any organization which encompasses a library, or other organization which serves, in whole or in part, information providing functions similar or related to those provided by libraries. A member of WIN is any entity which has a contract for service and/or a contract for affiliation with WIN in accordance with terms and conditions established by the WIN Board.

### **ARTICLE II: Board Members**

Section I. **POWERS** - Management of the business, property and affairs of WIN is vested in and controlled by the WIN Board (hereafter referred to as the Board). In addition to powers granted by the Articles of Incorporation and these Bylaws, the Board may exercise all such powers and perform all such lawful acts as are not prohibited by statute or by the Articles of Incorporation or by these Bylaws.

Section II. **MEMBERSHIP** - The Board consists of seven (7) individuals and may expand to nine (9) members as future needs dictate:

- A. The Dean of Library Services of Gonzaga University or other library official as designated by the university, who serves as President of the Board.
- B. A representative from the VALNet consortium.
- C. The chief library officer of the University of Idaho.
- D. A representative from the CIN consortium.
- E. Three at-large members.

Section III. **NOMINATIONS – AT-LARGE POSITION**. Any board member may nominate a WIN library staff member for the at-large position.

Section IV. **ELECTION - AT-LARGE POSITION**. The at-large member is elected by the other four board members at the spring board meeting. If there are no nominations for the position, either the current holder of the office will be asked to serve another term or the Board will appoint an individual to serve as the at-large member of the Board.

Section V. **TERMS OF OFFICE - AT-LARGE POSITION**. The term of office for the at-large member is three (3) years. After the establishment of the initial board, the at-large member's term will begin June 1 following the date of election.

Section VI. **VACANCIES - AT-LARGE POSITION**. Should the at-large member position be vacated during the fiscal year, the Board will appoint a WIN staff member to serve for the remainder of the fiscal year. Such vacancy subsequently will be filled by the regular nomination and election procedures for the remaining period of the term of office.

Section VII. **REMOVAL - AT-LARGE POSITION**. The Board may remove an at-large member at any time for cause, by an affirmative vote for removal by a super majority of the remaining members of the Board. Any vacancy occurring by such a removal will be filled in the manner prescribed in Section VI above.

Section VIII. **BOARD MEETINGS** - The Board will meet at least annually at such time and place as deemed necessary. Board members will be notified of board meetings by the most expedient means under the circumstances, but, if possible, at least two (2) weeks before the meeting. Notices of board meetings will be sent to the usual business or residence address of each board member. However, that notice may be waived by any Director before, at, or after any such meeting. The last regularly scheduled meeting held prior to the first day of June of each year is designated the annual board meeting.

Section IX. **QUORUM** - The quorum of the Board consists of a simple majority of the voting members thereof. A majority vote of those present, providing there is a quorum, shall be sufficient to transact all business, unless excepted by these Bylaws, and such transaction shall be an act of the WIN Board. Except as may be otherwise specifically provided for by statute, the Articles of Incorporation, or these Bylaws, Robert's Rules of Order, Newly Revised, will be used.

Section X. **COMMITTEES** - Committees may be established by the Board, which will, by general resolution, delegate to such committees such powers and duties as the Board may designate. The President of the Board, or his/her designated representative, will appoint all members of the committees from a list of nominees supplied by the Board.

Section XI. **FEES AND CHARGES** - The Board will determine, establish, and assess membership, participation, and various other fees and charges from time to time as necessary to fund the services and operations of WIN. The Board publishes these fees as the Annual WIN Schedule of Charges (hereafter referred to as Schedule of Charges).

The Schedule of Charges is adopted by the Board at the annual board meeting by an affirmative vote of a super majority of the members present, providing there is a quorum. Not less than thirty (30) days prior to the presentation of the Schedule of Charges to the Board for adoption, the Board will communicate any proposed changes to the Schedule of Charges to all WIN member institutions for comment. Member input will be transmitted to the Board for its consideration prior to taking action upon the proposal.

Interim modification or alteration of the approved Schedule of Charges will require the affirmative vote of a super majority of the board members present and voting, providing there is a quorum, at a meeting called for that purpose. Not less than thirty (30) days prior to the presentation of such proposed interim modification or alteration to the Schedule of Charges to the Board for adoption, the President will communicate the proposed changes to the Schedule of Charges to all WIN member institutions and solicit Member comments which will be transmitted to the Board for its consideration prior to taking action upon the proposal.

The Board may, however, approve without prior notification of members, additions to the Schedule of Charges for new services or products by affirmative vote of a super majority of the Board members present and voting at any regularly scheduled meeting of the whole Board, providing that a quorum is present, and providing that utilization of the new services or products shall not be required of any WIN Member.

Section XII. **AUTHORITY** - Authority to make disposition of funds or property in accordance with the recitation of objects, purposes and powers contained in the Articles of Incorporation of WIN is in the Board. Such authority may be delegated by an instrument in writing to the President of the Board or committee or committees composed of Board members, as the Board deems desirable or convenient.

Section XIII. **COMPENSATION** – Board members do not receive any stated salary or fees for their services as such, except that they may be reimbursed for actual expenses incurred in the performance of same for WIN.

Section XIV. **REPRESENTATIVE** - The Board, when it deems necessary, may establish, by written policy document approved by a super majority of members voting, official WIN representation to external organizations when such is required in the course of their relationships with WIN. These policy documents which will normally be in accordance with the written requirements of the external organizations as well as lawful statutes, the Articles of Incorporation, and these Bylaws, will clearly define the

qualifications for representatives, the rules and procedures for selection, and the scope of the powers and duties of said representatives.

### **ARTICLE III: The President of the Corporation**

Section I. **PRESIDENT** – The President of the Board, a voting member of the Board, calls, presides at and conducts all meetings of the Board and performs such duties as are incident to the office. In the event of absence or inability of the President to act, the Board will delegate the powers or duties of the President to any other officer or member of the Board it selects.

Section II. **ELECTION** - The President of the Board is confirmed annually by a super majority vote of the Board at the first regularly scheduled meeting of the Board held after the first day of June of each year.

#### **Section III. DUTIES OF THE PRESIDENT**

- A. The President, or their designee, administers the affairs of WIN according to such policies and directives approved by a majority of the Board.
- B. The President hires staff as required, periodically submits a financial and activities plan to the Board, and prepares an annual report on the activities and finances of the past fiscal year for presentation at the annual meeting.
- C. The President signs and executes all contracts for WIN to a monetary limit of \$10,000. Any contract exceeding \$10,000 requires a super majority approval by the Board prior to the signing and execution by the President.
- D. The President has custody of the corporate records and proceedings of WIN; keeps minutes of all meetings of the Board; has custody or directs custody of all money and other items of value, held in the name of WIN; and keeps or directs the maintenance of the books of account and other financial records of WIN.

### **ARTICLE IV: Financial and Service Agent**

The Financial and Service Agent for WIN is Gonzaga University, which for compensation as provided by contract, provides services to WIN. These services include, but are not limited to:

- A. Financial record keeping, in accordance with generally accepted accounting principles and with WIN records maintained in separate accounts. The fiscal year for WIN runs concurrent with Gonzaga University's fiscal year (June 1 through May 31).
- B. Providing office space, other facilities, and services as mutually agreed with WIN.

- C. Access to and use of certain computer and communications equipment and services acquired by Gonzaga University.
- D. Personnel services as mutually agreed with WIN.

#### **ARTICLE VI: Amendment of Bylaws**

These Bylaws may be altered, amended, suspended, or repealed at any meeting of the Board by a super majority vote of the members present at any meeting of the Board called for that purpose, providing that a quorum is present.

The Articles of Incorporation of WIN may be altered or amended by a super majority vote of the whole Board at any meeting of the Board called for that purpose.

#### **ARTICLE VII: Termination of Membership**

Section I. **EXPULSION** - The Board may terminate the membership of any Member institution for cause by an affirmative vote of a super majority of the whole Board at any meeting of the Board called for that purpose. Notification of such meeting must be furnished to the Member institution not less than thirty (30) days prior to the meeting date, indicating in writing the nature of the cause(s) for the Board's contemplated action. The Member's designated representative will be entitled to attend the Board meeting, and present such information as the Member believes to be relevant to the Board's consideration prior to voting. The effective date of termination of WIN membership will be determined by the Board, but may not be less than sixty (60) days after the approval of a resolution to expel unless an earlier date is mutually agreed in writing by WIN and the expelled Member.

Section II. **OBLIGATIONS** - Any Member who withdraws from WIN according to the terms and conditions set forth in these bylaws shall receive a machine readable copy of its patron and materials records, and its current transaction file. Costs associated with production of the copy, including but not limited to necessary computer programming, processing, computer tape and incidental supplies, etc., will be borne by the withdrawing Member.

A withdrawing Member will not be entitled to reimbursement for any portion of its initial investment or subsequent payments for hardware or software; except that, a withdrawing Member may claim any equipment to which it holds clear title. All expenses associated with the removal and relocation of such equipment will be borne by the withdrawing Member.

The withdrawal of any WIN member for any reason shall not relieve that member from the obligation to discharge any and all obligations due and payable by it to WIN, including obligations undertaken by the member for the period immediately preceding the effective date of termination of its membership status.