

## BYLAWS OF STUDENT VETERANS OF AMERICA

### ARTICLE I OFFICES

1.01. *Principal Office.* The principal office of Student Veterans of America (“SVA”) shall be at such place within the state of Michigan as the Board of Directors may determine from time to time.

1.02. *Other Offices.* The Executive Director may establish other offices in or outside the state of Michigan.

### ARTICLE II PURPOSES

The purpose or purposes for which SVA is organized are:

1. to establish and develop student veteran organizations at educational institutions within the United States or its possessions,
2. to serve as the definitive organization advocating for student veteran issues at the state and national level, and
3. to receive and administer funds in order to achieve the purposes of the corporation,

all through activities exclusively within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding Section of any future federal tax code.

### ARTICLE III BOARD

In order that the administration of SVA be conducted with adequate oversight, such that it faithfully represents the interests of its member organizations, the following provisions are established:

3.01. *General Powers.* The business, property, and affairs of the corporation shall be managed by a Board of Directors (“Board”).

3.02. *Election.* A Director other than the President, Vice President, and Secretary shall be appointed by a majority vote of the Board and shall hold office for two (2) years unless said Director resigns, is removed, or is unable to serve for any other reason. There is no limit to the number of terms a Director may serve.

3.03. *Number.* There shall be not less than one (1) and not more than nine (9) Directors on the Board.

3.04. *Resignation.* Any Director may resign at any time by providing written notice to SVA. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of these Bylaws.

3.05. *Removal.* Any Director may be removed without cause by the remaining Directors on the Board, the President, and the Vice President.

3.06. *Board Vacancies.* A vacancy on the Board may be filled with a person selected by the remaining Directors of the Board.

3.07. *Annual Meeting.* A meeting shall be held each calendar year at a time agreed upon by the Board.

3.08. *Regular Meetings.* Regular meetings of the Board may be held at a time and place as determined by resolution of the Board without notice other than the resolution.

3.09. *Special Meetings.* Special meetings of the Board may be called by the President or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Director in any manner at least three days before the meeting.

3.10. *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice for that meeting.

3.11. *Waiver of Notice.* The attendance of a Director at a Board meeting shall constitute a waiver of notice of the 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. In addition, the Director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

3.12. *Meeting by Telephone or Similar Equipment.* A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

3.13. *Quorum.* A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board.

3.14. *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Directors consent to the action in writing. Written consents shall be filed in the same manner as the minutes of the Board's proceedings.

3.15. *Conflict Between Board and Executive Director.* In all matters of conflict between the Executive Director and the Board, a majority vote of the Board shall prevail.

## ARTICLE IV COMMITTEES

4.01. *General Powers.* The Board, by resolution adopted by a vote of a majority of its Directors, may designate one or more committees, each committee consisting of one or more Directors. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designate by the Board may exercise any powers of the Board in managing SVA's business and affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend these Bylaws;
- (d) fill vacancies on the Board; or
- (e) fix compensation of the Directors for serving on the Board or on a committee.

4.02. *Meetings.* Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in article III for meetings of the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

4.03. *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

## ARTICLE V EXECUTIVE DIRECTOR

5.01. *Responsibilities.* The Executive Director of SVA shall be responsible for the conduct of all general operations of SVA, to include:

1. Carrying out the decisions of the Board;
2. Managing salaried staff;
3. Ensuring at least one (1) national conference is planned and executed annually;
4. Acting as the representative of SVA for all external purposes;
5. General functioning of day to day operations of SVA.

5.02. *Appointment.* The Executive Director of SVA shall be appointed by the Board.

5.03. *Removal.* The Executive Director may be removed with or without cause by vote of a majority of the Board or a majority vote of the recognized SVA member groups present at a national conference or other proceeding agreed upon by the Board. The result of a vote by SVA member groups regarding removal of the Executive Director shall take precedence over a vote of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment as Executive Director does not of itself create contract rights.

5.04. *Term of Office.* The Executive Director shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to SVA. Notice of resignation is effective on receipt or at a later time designated in the notice.

5.04. *Vacancies.* A vacancy of the Executive Director position for any reason may be filled by the Board.

## ARTICLE VI PRESIDENT

6.01. *Responsibilities.* The duties of the President shall be to:

1. Assist the Executive Director in the general operations of SVA;
2. Act as a national representative of all student veterans;
3. Serve as a member of the Board.

6.02. *Election.* The President shall be elected annually by majority vote of SVA member groups at a national conference. Each member group shall be represented by no more than one person for the purposes of any vote. The President must have served or be serving in the U.S. armed forces, be a member of a group that is an SVA recognized group at the time of election, and be able to commit to serving for the entire term of one (1) academic year.

6.03. *Removal.* The President may be removed with or without cause by vote of a majority of the Board, the President abstaining from said vote and the Executive Director voting in the event of a tie, or a majority vote of the recognized SVA member groups present at a national conference or other proceeding agreed upon by the Board. The result of a vote by SVA member groups regarding removal of the President shall take precedence over a vote of the Board.

6.04. *Term of Office.* The position of president shall be held by one (1) person for one (1) year from the time of their election. A person may be reelected to this position no more than once. The only exception to this term of office will be a president who is appointed provisionally and then elected by majority vote at a conference. Such a person will be subject to the same term limits listed above.

6.05. *Vacancies.* A vacancy of the President position for any reason shall be filled by the Vice President for the duration of the vacancy or until a new President is elected, whichever occurs first.

## ARTICLE VII VICE PRESIDENT

7.01. *Responsibilities.* The duties of the Vice President shall be to:

1. Assist the Executive Director in the general operations of SVA;
2. Act as a national representative of all student veterans;
3. Serve as a member of the Board of Directors; and
4. Serve as President in the event the President resigns, is removed, or is unable to serve for any other reason.

7.02. *Election.* The Vice President shall be elected annually by majority vote of SVA member groups at a national conference. Each member group shall be represented by no more than one person for the purposes of any vote. The Vice President must have served or be serving in the U.S. armed forces, be a member of a group that is an SVA recognized group at the time of election, and be able to commit to serving for the entire term of one (1) academic year.

7.03. *Removal.* The Vice President may be removed with or without cause by vote of a majority of the Board, the Vice President abstaining from said vote and the Executive Director voting in the event of a tie, or a majority vote of the recognized SVA member groups present at a national conference or other proceeding agreed upon by the Board. The result of a vote by SVA member groups regarding removal of the Executive Director shall take precedence over a vote of the Board.

7.04. *Term of Office.* The position of Vice President shall be held by one (1) person for one (1) year from the time of their election. A person may be reelected to this position no more than once. The only exception to this term of office will be a president who is appointed provisionally and then elected by majority vote at a conference. Such a person will be subject to the same term limits listed above.

7.05. *Vacancies.* A vacancy of the Vice President position for any reason shall be filled by the Secretary for the duration of the vacancy or until a new President is elected, whichever occurs first.

## ARTICLE VIII SECRETARY

8.01. *Responsibilities.* The duties of the Secretary shall be to:

1. Assist the Executive Director in the general operations of SVA;
2. Maintain and record the minutes of the meetings of the Board;
3. Serve as a member of the Board of Directors; and
4. Serve as the Vice President in the event the President resigns, is removed, or is unable to serve for any other reason.

8.02. *Election.* The Secretary shall be elected annually by majority vote of SVA member groups at a national conference. Each member group shall be represented by no more than one person for the purposes of any vote. The Secretary must have served or be serving in the U.S. armed forces, be a member of a group that is an SVA recognized group at the time of election, and be able to commit to serving for the entire term of one (1) academic year.

7.03. *Removal.* The Secretary may be removed with or without cause by vote of a majority of the Board, the Secretary abstaining from said vote and the Executive Director voting in the event of a tie, or a majority vote of the recognized SVA member groups present at a national conference or other proceeding agreed upon by the Board. The result of a vote by SVA member groups regarding removal of the Executive Director shall take precedence over a vote of the Board.

6.04. *Term of Office.* The position of Secretary shall be held by one (1) person for one (1) year from the time of their election. A person may be reelected to this position no more than once. The only exception to this term of office will be a Secretary who is appointed provisionally and then elected by majority vote at a conference. Such a person will be subject to the same term limits listed above.

6.05. *Vacancies.* A vacancy of the Secretary position for any reason may be filled by the Board. The person appointed shall serve until the next conference at which time a new Secretary shall be elected for a regular term. The person appointed to the position shall be eligible to be elected at that conference.

## ARTICLE IX REGIONAL DIRECTORS

9.01. *Responsibilities.* The duties of a Regional Director shall be:

1. To coordinate, develop, and assist in the creation of student veteran organizations within his or her assigned region;
2. To grant or deny provisional approval to student veteran organizations applying for membership in SVA; and
3. If he or she so chooses, to appoint a volunteer staff to assist in carrying out his or her duties.

9.02. *Election.* A Regional Director shall be elected annually by majority vote of SVA member groups within the applicable region. Each member group shall be represented by no more than one person for the purposes of any vote. A Regional Director must be able to commit to serving for the entire term of one (1) academic year.

9.03. *Removal.* A Regional Director may be removed from office by a majority vote of the President, Vice President, and Secretary.

9.04. *Term of Office.* The position of Regional Director shall be held by one (1) person for one (1) year from the time of their election. There is no limit to the number of times a Regional

Director may be reelected to this position. The only exception to this term of office will be a Regional Director who is appointed provisionally and then elected by majority vote of the regional member groups. Such a person will be subject to the same term limits listed above.

6.05. *Vacancies.* A vacancy of a Regional Director position for any reason may be filled by the Board. The person appointed shall serve until the next conference at which time a new Regional Director shall be elected for a regular term.

6.06. *Regions.* Student Veterans of America will be divided into six (6) regions:

1. Region 1 (North East): Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont.
2. Region 2 (South East): Alabama, Florida, District of Columbia, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia and West Virginia.
3. Region 3 (Mid West): Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, North Dakota, Ohio, South Dakota and Wisconsin.
4. Region 4 (South Central): Arkansas, Colorado, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, Texas, and Wyoming.
5. Region 5 (West): Alaska, Arizona, California, Hawaii, Idaho, Oregon, Montana, Nevada, Utah and Washington.
6. Region 6 (OCONUS): All United States territories and possessions not within the continental United States.

## ARTICLE X CORPORATE DOCUMENT PROCEDURE

All documents related to SVA as a corporate entity (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall not be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

## ARTICLE XI INDEMNIFICATION

11.01. *Nonderivative Actions.* Subject to all of the other provisions of this article, SVA shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or

domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

11.02. Derivative Actions. Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation, or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

11.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 11.01 or 11.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

11.04 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in section 11.03 of this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

11.05 Determination That Indemnification Is Proper. Any indemnification under sections 11.01 or 11.02 of this article (unless ordered by a court) shall be made by the corporation only as

authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.

11.06 Proportionate Indemnity. If a person is entitled to indemnification under sections 11.01 or 11.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

11.07 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 11.01 or 11.02 of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

11.08 Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

11.09 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

11.10 Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

11.11 Insurance. The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the corporation, or (b) was or is serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may protect

against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against such liability under this article or the laws of the state of Michigan.

11.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide before any such change.

## ARTICLE XII COMPENSATION

When authorized by the Board, a person shall be reasonably compensated for services rendered to the corporation as an officer, director, employee, agent, or independent contractor, except as prohibited by these Bylaws.

## ARTICLE XIII FISCAL YEAR

The fiscal year of the corporation shall end on December 31.

## ARTICLE XIV AMENDMENTS

The board of directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for such meeting of the board.