

COALITION OF URBAN AND METROPOLITAN UNIVERSITIES

BYLAWS

BYLAWS
OF THE
COALITION OF URBAN AND METROPOLITAN UNIVERSITIES

ARTICLE 1
PURPOSES AND DEFINITIONS

SECTION 1.1 **Purposes and Objectives.** The Coalition of Urban and Metropolitan Universities (“Coalition”) is organized pursuant to the Michigan Nonprofit Corporation Act, 1982 PA 162, as amended, MCL 450.2101 to 450.3192 (the “Nonprofit Corporation Act”) and shall be operated within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and for the purposes set forth in the Coalition’s Articles of Incorporation.

The Coalition is an international affiliate organization of universities in large metropolitan areas that share common understandings of their institutional missions and values, as described in the “Declaration of Metropolitan Universities” (Exhibit A). Its purpose is to facilitate the exchange of information among its members about urban and metropolitan issues, create a unified approach to resolving its members’ common challenges, and perpetuate a better understanding among policy makers, the higher education community, and the public about the distinctive roles played by urban and metropolitan universities.

The Coalition’s objectives are to: (a) promote the exchange of data, ideas, experiences, and institutional research among its members; (b) acquaint faculty, administrators, the public, and policy makers with approaches for assessing and recognizing the unique contributions, quality, impact, and productivity of urban and metropolitan universities; (c) promulgate and disseminate knowledge on metropolitan issues; (d) provide a forum for the presentation of ideas and opinions on the role of urban and metropolitan universities in addressing the challenges of cities; (e) assist urban and metropolitan universities in shaping and adapting structures, policies, and practices to enhance effectiveness as key institutions in the lives of metropolitan regions and citizens; (f) ensure effective and responsive public policies that support the mission and operations of the Coalition and the Coalition’s members on behalf of the urban and metropolitan areas they serve; (g) continually survey and evaluate the needs of the membership, allowing the Coalition to adjust and target the core interests and needs of the metropolitan and urban university community; (h) advocate legislation, regulations, and other state and federal policies that preserve and advance the rights, powers, and interests of metropolitan and urban universities; and (i) initiate activities and programs that support the interests of member universities.

The Coalition will pursue its objectives through various strategies, programs, and activities that support research and information exchange, institutional engagement and service, and public information and advocacy, which include but are not limited to: (a) dissemination of information on relevant research, policies, issues, and practices in the Coalition’s journal entitled Metropolitan Universities: An International Forum (“journal”); (b) fostering of information sharing and networking through regular conferences and meetings; (c) creation and management of mailing lists, listservs, and an Internet website; (d) collaboration with other higher education associations, professional associations,

associations, business coalitions, and public officials to support outreach, research, and public policy objectives; (e) analysis of and advocacy for policies and resources at local, regional, national, and international levels that support the objectives and missions of member institutions; (f) funding for relevant research efforts for faculty, institutional researchers, and graduate students; and (g) support for awards and recognition of achievements.

SECTION 1.2 **Definitions.** Unless otherwise stated in these Bylaws, all of the terms used in these Bylaws have the meaning set forth in the Nonprofit Corporation Act.

ARTICLE 2 OFFICES

SECTION 2.1 **Principal Office.** The Principal Office of the Coalition is located in the Administrative Home Institution.

SECTION 2.2 **Registered Office.** The Principal Office (administrative home institution) may be located in a state other than Michigan as long as there is a Registered Office/resident agent in the State of Michigan. The business office of the resident agent shall be the Registered Office, as required by the Nonprofit Corporation Act. The resident agent will have responsibility for filing appropriate annual reports to the State.

ARTICLE 3 MEMBERS

SECTION 3.1 **Membership Corporation.** The Coalition is a membership corporation. The business, property, and affairs of the Coalition shall be managed by a board of directors known as the Executive Committee.

SECTION 3.2 **Qualification for Membership.** Any U.S. university or college, regardless of size, that identifies its mission as being urban or metropolitan in nature and subscribes to the principles described in the Coalition’s “Declaration of Metropolitan Universities” is qualified to become a Member of the Coalition. A university system can join as an individual member. Individual campuses of said systems must join individually. International universities with similar characteristics are encouraged to join as International Members with full rights of membership. Membership shall be signified by payment of membership dues annually.

SECTION 3.3 **Member Representative.** The chief executive officer (“CEO”) of each qualified Member shall serve as the Member Representative of that Member.

SECTION 3.4 **Members.** Members have the following rights and privileges, which shall be exercised by the Member Representative:

- (a) eligibility to vote in all elections of the Executive Committee and other matters which may come before the membership;
- (b) eligibility to serve on the Presidents’ Council, which is a committee-of-the-whole of the Coalition’s Members and the Executive Editor of the Coalition’s journal.

- (c) eligibility to serve on the Executive Committee and standing or special committees of the Coalition;
- (d) eligibility to attend all Member meetings;
- (e) access to all draft and published documents of the Coalition;
- (f) eligibility to receive ten free subscriptions to the Coalition's journal, other communications, visibility on the CUMU Internet website and publications, and member registration rates for Coalition conferences;
- (g) eligibility to participate in Coalition research and data exchange programs on a voluntary basis; and
- (h) such other privileges and benefits as may be established by the Executive Committee.

SECTION 3.5 **Fees and Dues.** The dues for membership shall be annually proposed by the Executive Committee and ratified by the Presidents' Council, as an element of the annual budget. Additionally, the Executive Committee may provide for other fees related to membership. Dues are to be paid annually by each Member at the beginning of the membership year.

SECTION 3.6 **Non-Transferability of Membership.** No Member may transfer a membership or any right arising therefrom. All rights of membership cease upon termination of the Member's membership.

SECTION 3.7 **Suspension or Termination of Membership.** Membership in the Coalition shall be automatically suspended upon the occurrence of any of the following events:

(a) Upon a failure to pay dues or other fees on or before their due date, suspension to be effective one-hundred-twenty (120) days after a written notification of required dues is given personally or mailed to such Member by the Secretary-Treasurer of the Coalition. A Member may avoid suspension by paying current dues or other fees. A Member shall not be entitled to vote on any matter before the Coalition during the period of the Member's delinquency. Once a Member is suspended, the Member may be reinstated if it pays its current dues;

(b) After providing the Member with reasonable written notice and an opportunity to be heard either orally or in writing, upon a determination by the Executive Committee that the Member has engaged in conduct materially and seriously prejudicial to the interests or purposes of the Coalition. Any Member expelled from the Coalition shall receive a pro-rated refund of dues already paid for the current dues period.

All rights of a Member in the Coalition shall cease on suspension or termination of membership as provided by this section.

SECTION 3.8 **Non-Liability of Members.** No Member of this Coalition is, as such, individually liable for the debts, liabilities, or obligations of the Coalition.

SECTION 3.9 **Annual Member Meeting.** The annual meeting of the Presidents' Council shall be held following the Executive Committee meeting held at the Coalition's regular annual Coalition Conference. The annual meeting of the Presidents' Council shall be held for the purpose of electing Executive Committee members as needed and for the transaction of other business that may properly come before the meeting.

SECTION 3.10 **Special Member Meeting.** Special meetings of the Presidents' Council for any purpose or purposes may be called by a majority vote of the Executive Committee. A petition asking the Executive Committee to call a special meeting requires signatures of at least 20% of the Members of the Coalition.

SECTION 3.11 **Place of Member Meeting.** The annual Presidents' Council meeting will be held at the Coalition's regular annual Coalition Conference. The Executive Committee shall designate the location at which any special meeting of the Presidents' Council, which is called by the Executive Committee, will occur.

SECTION 3.12 **Notice of Member Meeting.**

A. Meetings. At least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for the holding of any meeting of the Presidents' Council, written notice of the time, place, and purpose of the meeting shall be delivered, either personally or by mail, to each Member of record entitled to vote at the meeting. Business not mentioned in the notice shall not be transacted at the meeting.

B. Mailing. Every notice shall be deemed duly served when the same has been deposited in the United States mail, with postage fully prepaid, addressed to the Member at the Member's address as it appears in the records of the Coalition.

C. Waiver. Attendance of a Member Representative at a meeting of Members, in person or by proxy, constitutes a waiver of notice, except when attendance is for the express purpose of objecting to the transaction of any business, at the commencement of the meeting, because the meeting was not lawfully called or convened.

SECTION 3.13 **Waiver of Notice by Members.** Whenever any notice is required to be given to any Member of the Coalition under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under any provision of law, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic message sent by them, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of notice.

SECTION 3.14 **Quorum for Member Meetings.** A quorum of the Presidents' Council shall consist of those present who are eligible voting members of the Coalition.

SECTION 3.15 **Manner of Acting.** The act of the majority of the Members present at a President's Council meeting shall be the act of the Members. When an action other than the election of Executive Committee members is to be taken by vote of the Members, it shall be authorized by a

majority of the votes cast by the Members entitled to vote, unless a greater percentage is required by the Coalition's Articles of Incorporation or the Nonprofit Corporation Act.

Meetings of the Presidents' Council shall be governed by "Roberts' Rules of Order" or such procedures as may be approved from time to time by the Presidents' Council, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

SECTION 3.16 **Voting of Members.** Each Member of the Coalition is entitled to one vote upon each matter submitted to a vote at a meeting of Members except as the Articles of Incorporation otherwise provide.

SECTION 3.17 **Member Meeting Participation By Teleconference.** If available, Members may participate in meetings by teleconference or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE 4 EXECUTIVE COMMITTEE

SECTION 4.1 **General Powers.** The business, property, and affairs of the Coalition shall be managed by its board of directors known as the Executive Committee. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Executive Committee may take any lawful action on behalf of the Coalition that is not required by law, the Coalition's Articles of Incorporation, or these Bylaws to be taken by some other party.

The Executive Committee is responsible for leadership and operational management of the Coalition. The Executive Committee specifically manages the Coalition's journal, programs, conferences, policies, and resources. As part of its duties, the Executive Committee develops and administers programs, plans, policies, and budgets for the Coalition; oversees administrative operations; develops a productive agenda of Coalition activities that includes publication of the journal and holding conferences, programs, and events valuable to members; and proposes to the Presidents' Council dues amounts and changes to membership criteria or other changes to these Bylaws.

SECTION 4.2 **Duties of Executive Committee Members.** It shall be the duty of the Executive Committee members to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) Meet at such times and places as required by these Bylaws;
- (c) Establish policies and procedures for the functioning of the Coalition;

- (d) Establish and disband committees as appropriate to conduct the work of the Coalition;
- (e) Recommend dues amounts and policies to the membership for their adoption;
- (f) Communicate actions related to the duties specified in this Section to the Members.

SECTION 4.3 Membership. The Executive Committee shall be comprised of:

- (a) the President of the Coalition;
- (b) the Vice-President of the Coalition;
- (c) the Recent-Past President of the Coalition;
- (d) the CEO of the Administrative Home Institution, who will serve as Secretary-Treasurer;
- (e) the Membership Development Committee Chairperson;
- (f) the Communications and Public Relations Committee Chairperson;
- (g) the Programs and Policy Committee Chairperson;
- (h) the Conference Committee Chairperson;
- (i) two (2) Members-At-Large; and
- (j) the Executive Editor of the journal, serving as an *ex officio*, non-voting member.

SECTION 4.4 Tenure, Qualifications, and Duties.

A. President. The President is elected by the Presidents' Council at its regular annual meeting to serve one term of two years in length. No person may serve as President for two or more consecutive terms, and may be re-elected only after an intermission from the office of President for at least one term. The President must be the CEO of a Member institution. If a sitting President retires or relocates to a non-Member institution, she or he vacates the office of President of the Coalition in which case the Vice President will assume the President's role.

In addition to serving on the Executive Committee, the President is the chief executive of the Coalition, its principal spokesperson, and presiding officer for meetings of the Executive Council and Presidents' Council. The President must ensure the continuous vitality of the Coalition and offer active attention and leadership toward fulfillment of the Coalition's mission.

B. Vice-President. The Vice-President is elected by the Presidents' Council at its regular annual meeting to serve a term of two years in length. The Vice-President must be the CEO of a Member institution. If the Vice-President retires from his or her CEO position or relocates to a non-Member institution, he or she vacates the office of Vice-President of the Coalition, in which case

case the Executive Committee will select another Coalition member to complete the term of office as Vice-President.

In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice-President shall perform the duties of President until the next regular election, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shares the same responsibilities as the President for the vitality of the Coalition and is also eligible to serve as chair of any standing committee. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Executive Committee.

C. Secretary-Treasurer. The CEO of the Administrative Home Institution shall serve *de facto* as the Secretary-Treasurer of the Coalition. The position of Secretary-Treasurer is held continuously by the current CEO of the Administrative Home Institution at the pleasure of the Executive Committee or until the home institution resigns from its role as Administrative Home Institution. The Secretary-Treasurer may not simultaneously serve as either President or Vice-President of the Coalition.

The Secretary-Treasurer shall perform all duties incident to the office of Secretary-Treasurer and such other duties as may be required by law, the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Executive Committee. The Secretary-Treasurer is responsible for keeping a record of all official Coalition meetings, transactions, and correspondence, and for accurately managing and reporting the Coalition's funds.

D. Recent-Past President. The Recent-Past President shall serve a term of two years immediately following the conclusion of her or his term as President.

E. Committee Chairpersons. The Communications and Public Relations Committee Chairperson, the Membership Development Committee Chairperson, the Programs and Policy Committee Chairperson, and the Conference Committee Chairperson shall be the CEOs of Coalition member institutions and are elected by the Presidents' Council at its regular annual meeting to serve a term of two years in length. These committee chairpersons' terms on the Executive Committee shall match their terms as standing committee chairpersons.

F. Two Members-At-Large. The Two Members-At-Large are elected by the Presidents' Council at its regular annual meeting to serve for a term of two years in length.

G. Executive Editor. The Executive Editor serves on the Executive Committee as an *ex officio*, non-voting member while he or she is the Executive Editor of Metropolitan Universities: An International Forum.

SECTION 4.5 Elections. As necessary due to resignations or end of terms of office, the Nominating Committee shall recommend candidates to the Presidents' Council for election for the positions of President, Vice-President, Membership Development Committee Chairperson,

Communications and Public Relations Committee Chairperson, Programs and Policy Committee Chairperson, Conference Committee Chairperson, and Members-At-Large.

SECTION 4.6 **Special Rule for First Elections.** After the first election of the two Executive Committee Members-At-Large only, one of the elected Members-At-Large will be chosen by a random drawing to serve a term of one year only. After the first election of the three standing committee chairperson members of the Executive Committee only, two of the elected standing committee chairpersons will be chosen by a random drawing to serve a term of one year only. This random drawing is intended to stagger the terms of the Executive Committee Members-At-Large and standing committee chairperson members of the Executive Committee.

SECTION 4.7 **Removal and Resignation of Executive Committee Members.** Any Executive Committee member may be removed by the Presidents' Council whenever in the judgment of the Presidents' Council the best interests of the Coalition would be served by removal of the Executive Committee member. Any Executive Committee member may resign at any time by giving written notice to the Executive Committee or to the President or Secretary-Treasurer of the Coalition. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4.8 **Vacancies.** In the event of a vacancy in a position on the Executive Committee, other than President, the remaining members of the Executive Committee shall appoint a replacement from among Coalition Members to complete the current term of the vacated office. A vacancy in the position of President shall be filled by the Vice-President. If a vacancy occurs in the position of President and Vice-President, the position of President shall be filled by the Secretary-Treasurer until a new President is elected at the Coalition's next regular annual meeting.

SECTION 4.9 **Regular Meetings.** Two regular meetings of the Executive Committee shall be held each year in the following manner: (a) one regular meeting shall be held at the Coalition's annual conference; and (b) one other regular meeting shall normally be held at another national conference at which Coalition Members are likely to be present. The date of the regular annual meeting may be changed more than sixty (60) days preceding the date on which the regular annual meeting is to be held if consented to in writing or by resolution adopted by all Executive Committee members.

SECTION 4.10 **Special Meetings.** Special meetings of the Executive Committee may be called by or at the request of the President or any two Executive Committee members.

SECTION 4.11 **Notice; Waiver.** Notice of any Executive Committee meeting shall be delivered personally, mailed, or sent by electronic mail, telegram, or facsimile to each Executive Committee member at the Executive Committee member's business address. The notice must be delivered at least thirty (30) but no more than sixty (60) days in advance of a regular meeting and fourteen (14) days in advance of a special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid (but a

notice of a regular meeting must be mailed 37 days in advance of the meeting and notice of a special meeting must be mailed 21 days in advance of the meeting). If notice is given by electronic mail, telegram, or facsimile, such notice shall be deemed delivered when the telegram or facsimile is delivered to the telegraph company, upon confirmation that the facsimile has been sent, or upon certification that the electronic message has been received. Any Executive Committee member may waive notice of any meeting by written statement or telegram sent by the Executive Committee member, signed before or after the holding of the meeting. The attendance of an Executive Committee member at a meeting constitutes a waiver of notice of such meeting, except where an Executive Committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 4.12 **Quorum.** A majority of the Executive Committee members constitutes a quorum for the transaction of business at any meeting of the Executive Committee, but if less than a majority is present at a meeting, the meeting may continue and agenda items may be discussed so long as no binding action is taken. A majority of the Executive Committee members present may adjourn the meeting from time to time without further notice. Substitutes or proxy votes at Executive Committee meetings are not permitted.

SECTION 4.13 **Attendance.** An Executive Committee member's failure to participate in at least one of every three regular or special Executive Committee meetings will result in a review of the member's continuing participation on the Executive Committee. Members who cannot participate in an Executive Committee meeting must provide advance notice to the presiding officer.

SECTION 4.14 **Conduct of Board Meetings.** The President shall conduct the meetings of the Executive Committee. In the absence of the President, meetings of the Executive Committee shall be presided over by the Vice-President or, in the absence of each of these persons, by an Executive Committee member chosen by a majority of the Executive Committee members present at the meeting. The Secretary-Treasurer of the Coalition shall act as secretary of all meetings of the Executive Committee, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by "Roberts' Rules of Order" or such procedures as may be approved from time to time by the Executive Committee, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

SECTION 4.15 **Manner of Acting.** The act of the majority of the Executive Committee members present at a meeting at which a quorum is present shall be the act of the Executive Committee.

SECTION 4.16 **Compensation.** Executive Committee members shall not receive any compensation for their service as Board members.

SECTION 4.17 **Presumption of Assent.** An Executive Committee member who is present at a meeting of the Executive Committee at which action on any corporate matter is taken shall be

presumed to have assented to the action taken unless that Executive Committee member's dissent is entered in the minutes of the meeting or unless that member files a written dissent to such action with the person acting as the secretary of the meeting before its adjournment or forwards such dissent by registered mail to the Secretary-Treasurer of the Coalition immediately after the adjournment of the meeting. This right to dissent shall not apply to an Executive Committee member who voted in favor of such action.

SECTION 4.18 **Participation By Conference Telephone.** Meetings shall be held at mutually agreed places and times to encourage maximum participation. Meetings may be held in person or by any combination of audio, document, or video conferencing techniques. An Executive Committee member may participate in a meeting by teleconference or any similar method 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.

SECTION 4.19 **Executive Committee Action without Meeting.** Any Action that the Executive Committee is required or permitted to take may be taken without a meeting if all Executive Committee members consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Executive Committee. All consents shall be filed with the minutes of the proceedings of the Executive Committee.

SECTION 4.20 **Filling More Than One Office.** Any two offices of the Coalition except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity.

ARTICLE 5 COMMITTEES

SECTION 5.1 **Committees.** Members of the Executive Committee appointed by the President shall solicit interest from Coalition Members in serving on committees. The Executive Committee shall appoint the members to the committees for terms of two years. One-half of the members first appointed to each committee only, by random drawing, shall serve a term of one year so that committee members' terms are staggered.

These five standing committees of the Coalition exist: the Nominating Committee, the Conference Committee, the Membership Development Committee, the Communications and Public Relations Committee, and the Programs and Policy Committee. The organization and responsibilities of the standing committees are as follows:

A. The Nominating Committee. The Nominating Committee shall consist of two members of the Executive Committee, whose Executive Committee terms at the beginning of their term on the Nominating Committee will not end for two years. In addition, the Nominating Committee also shall consist of three CEOs from Coalition member institutions. The Executive Committee shall, by majority vote, appoint an Executive Committee member to be the chairperson of the Nominating Committee.

The Nominating Committee is responsible for recommending candidates from among the CEOs of Coalition member institutions for elected positions of the Executive Committee.

B. The Conference Committee. The Conference Committee shall consist of at least six delegates from Coalition member institutions, who shall be the CEOs of member institutions or the designees of CEOs of member institutions. A representative of the Administrative Home Institution and the Executive Editor of the Coalition's journal shall serve as *ex officio*, non-voting members of the committee. The committee may vote to invite additional delegates or other organizations or experts to work with it to develop themes and programs for Coalition conferences.

The Conference Committee is responsible for developing future conference themes and setting formal guidelines for the fundamental elements of conference organization and management. The committee also shall: (a) recommend to the Executive Committee, based on a competitive process, future conference sites and budgets for the Executive Committee's approval; (b) serve as the conference program planning committee in partnership with each conference host institution; (c) ensure sufficient conference marketing; and (d) conduct objective evaluation of conference events. The Conference Committee Chairperson shall report to the Executive Committee and the Presidents' Council at the Coalition's regular annual Conference about evaluations and outcomes, and future objectives.

C. The Membership Development Committee. The Membership Development Committee shall consist of six delegates from Coalition member institutions, who shall be the CEOs of member institutions or the designees of CEOs of member institutions. The members of the committee should be from a diverse group of institutions by size, type, and geography.

The Membership Development Committee is responsible for: (a) recruiting new Coalition members; and (b) identifying relevant organizations with which the Coalition may collaborate. The duties of the committee may include evaluating member interests, proposing organizational partnerships, or reviewing Internet website materials and publication drafts. The committee shall involve other Coalition member delegates or external experts as deemed helpful to its objectives. The Membership Development Committee Chairperson shall report to the Executive Committee and the Presidents' Council at the Coalition's regular annual Conference on goals for and outcomes of recruiting/marketing activities and any associated expenses.

D. The Communications and Public Relations Committee. The Communications and Public Relations Committee shall consist of no fewer than six (6) delegates. The chair must be the CEO of a member institution. The remaining members should have professional experience and expertise in public relations, marketing, and publications.

The Communications and Public Relations Committee is responsible for preparing and distributing information concerning the Coalition to advance public understanding of and support for the organization's mission and agenda. The duties of the committee may include: (a) preparing and renewing regularly a comprehensive public relations packet for use by members of the Coalition's Executive Committee and institutional members in responding to external inquiries or in recruiting new members; (b) promoting media coverage about the Coalition's agenda and events through press

releases and direct contact with relevant national as well as local media outlets; (c) soliciting material from member institutions and proposing other content and dissemination strategies for enhancing the Coalition's newsletter and website for both internal and external audiences; and (d) advising the Executive Committee, other committees, and the general membership regarding ways to communicate the Coalition's image and key messages in a consistent manner. The Communications and Public Relations Committee shall keep the Executive Committee informed of public relations activity and outcomes through the Committee Chair's reports at regular Executive Committee meetings.

E. The Programs and Policy Committee. The Programs and Policy Committee shall consist of six delegates from Coalition member institutions, who shall be the CEOs of member institutions or the designees of CEOs of member institutions. The members of the committee should have diverse experience in institutional research, student affairs, academic affairs, and governmental relations/institutional advancement.

The Programs and Policy Committee is responsible for proposing, implementing, and supervising special programs of interest to members, consistent with the mission of the Coalition. Its duties include reviewing existing or proposed programs and key public policy issues and developing action and advocacy strategies for consideration by the Executive Committee. The committee shall annually review and recommend a plan for administration of the Ernest Lynton Research Program and the Paige Mulhollan Dissertation Fellowship. The Programs and Policy Committee Chairperson shall report to the Executive Committee and the Presidents' Council at the Coalition's regular annual Conference about the results of the committee's activities and related expenses, and its future objectives.

SECTION 5.2 Special Committees. The Coalition shall have such other committees as may from time to time be designated by resolution of the Executive Committee for any purpose consistent with the mission of the Coalition.

SECTION 5.3 Committee Meetings. The chairperson of each committee is responsible for convening meetings of her or his committee, and for supporting the activities of the committee. The committee chairperson must provide copies of agendas and minutes of every committee meeting to the Secretary-Treasurer of the Coalition. Each committee must hold one meeting during the Coalition's regular annual Coalition Conference. Additional committee meetings may be held at the request of the committee chairperson. Members of the Executive Committee may attend committee meetings as non-voting participants.

The committee chairperson must give at least 14 days notice to all members of his or her committee of the date, time, and location of a committee meeting. Notice of any committee meeting shall be delivered personally, mailed, or sent by electronic mail, telegram or facsimile to each committee member and the President at those Members' business addresses. Such notice must be given by delivery in person, mail, electronic mail, telegram, or facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid (but a notice of a meeting must be mailed 21 days in advance of the meeting). If notice is given by electronic mail, telegram, or facsimile, such notice shall be deemed delivered when

when the telegram or facsimile is delivered to the telegraph company, upon confirmation that the facsimile has been sent, or upon certification that the electronic message has been received. Any committee member may waive notice of any meeting by written statement or telegram sent by the committee member, signed before or after the holding of the meeting. The attendance of a committee member at a meeting constitutes a waiver of notice of such meeting, except where a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Committee meetings shall be held at mutually agreed places and times to encourage maximum participation. Meetings may be held in person or by any combination of audio, document, or video conferencing techniques. A committee member may participate in a meeting by teleconference or any similar method 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.

SECTION 5.4 **Limitation on Powers of Committees.** No committee shall have the power to (a) amend the Articles of Incorporation; (b) adopt an agreement of merger or consolidation; or (c) amend the Bylaws of the Coalition.

ARTICLE 6

ADMINISTRATIVE HOME INSTITUTION, ANNUAL CONFERENCE, COALITION'S JOURNAL

SECTION 6.1 **Administrative Home Institution.** A Coalition member institution, which, except for the first administrative home institution, is chosen by the Executive Committee through a competitive application process open to all Coalition member institutions, shall serve as the home institution of the Coalition and be responsible for the management of daily administrative and financial operations of the Coalition. The CEO of the Administrative Home Institution shall be responsible for ensuring the performance of the following duties: (a) provision of necessary support staff by the Administrative Home Institution; (b) appointment of a Coalition Administrator; (c) appropriate collection and disbursement of Coalition funds; and (d) financial accounting and reporting, correspondence, communications, and record keeping for the Coalition.

The Administrative Home Institution shall provide organizational support to the Coalition President, the Executive Committee, and the Presidents' Council. The Executive Committee shall determine compensation to the Administrative Home Institution for the administrative expenses of the Administrative Home Institution incurred on behalf of or in support of the Coalition.

The Administrative Home Institution will serve in that capacity as host to the Coalition at the pleasure of the Executive Committee or until it resigns by giving notice of its resignation to the Executive Committee. Upon the resignation or removal of an Administrative Home Institution, the Executive Committee shall select a new home institution.

SECTION 6.2 **Annual Coalition Conference.** The Coalition shall hold and meet at a regular

regular annual Coalition Conference at approximately the same time each calendar year as established by the Executive Committee. All Coalition members may apply to host the Coalition Conference. The Coalition Conference host institution will be chosen by the Executive Committee through a competitive application process that is managed by the Conference Committee. Criteria for selection to be the Coalition Conference host institution shall include, but not be limited to, consideration of: (a) the proposed conference theme; (b) host institutional capacity to plan and manage a large meeting; (c) operational costs; (d) transportation access; and (e) geographic diversity of conference locations across Coalition membership. Except for the first Coalition Conference, Coalition Conference hosts shall be selected at least two years in advance and shall receive Coalition funds in partial support of the conference in an amount to be determined by the Executive Committee and managed by the Conference Committee.

SECTION 6.3 **The Coalition’s journal.** The Executive Committee shall fund and caused to be published a quarterly publication known as Metropolitan Universities: An International Forum. The journal is intended to collect and disseminate quality manuscripts reporting on research, policies, issues, and practices relevant to the condition and characteristics of member institutions, similar institutions, and their urban and metropolitan regions. The journal is intended to be applied, useful, practical, and evidence-based. All articles published in the journal are copyrighted and become the property of the journal and the Coalition.

SECTION 6.4 **The Executive Editor of the Coalition’s journal.** Except for the first Executive Editor of the Coalition’s journal, the Executive Committee shall appoint, from nominations made by the Nominating Committee, an Executive Editor, who shall serve in a continuous appointment as Executive Editor at the pleasure of the Executive Committee. The Executive Committee shall review the Executive Editor’s performance once every three years and approve annual compensation for the Executive Editor.

The Executive Editor’s duties include: (a) proposing an annual budget to the Executive Committee for the Coalition’s journal; (b) ensuring a continuous and high quality series of journal issues; (c) selecting a Coalition member institution as home to the journal and coordinating with the journal’s home institution; (d) selecting and supervising the managing editor/publisher and support staff responsible for publication of the journal at the journal’s home institution; (e) supervising the maintenance of accurate Coalition membership and subscriber lists; (f) maintaining an Internet website for the Coalition and the journal; (g) recruiting and working with an editorial board; and (h) assisting with planning conferences and other Coalition programs.

SECTION 6.5 **Editorial Board of the Coalition’s journal.** The Editorial Board members serve at the pleasure of the Executive Editor for staggered four-year terms. Initially, three of the Editorial Board members will be chosen by a random drawing to serve a term of three years only. This random drawing is intended to stagger the terms of the Editorial Board members. Editorial Board members are selected to represent a broad array of expertise in topical areas relevant to Coalition member institutions.

The responsibilities of Editorial Board members include: (a) assisting with review of manuscripts; (b) identifying themes for future journal issues; (c) nominating guest editors or authors; and (d) advising on or assisting with design, presentation, and marketing approaches for the journal. The Editorial Board shall hold at least one annual meeting by conference call and be invited to the annual Coalition Conference.

ARTICLE 7

FISCAL YEAR, CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 7.1 **Fiscal Year.** The fiscal year of the Coalition shall be July 1 through June 30.

SECTION 7.2 **Contracts and Execution of Instruments.** The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Coalition. Such authority may be general or confined to specific instances but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Executive Committee authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Coalition, without specifying the executing officers, the President, Vice-President, or Secretary-Treasurer may execute the same.

SECTION 7.3 **Contracts Between Coalition and Related Persons.** Any contract or other transaction between this Coalition and one or more of its Executive Committee members, or between this Coalition and any firm of which one or more of this Coalition's Executive Committee members are members or employees, or in which one or more of this Coalition's Executive Committee members are interested, shall be valid for all purposes, notwithstanding the presence of such Executive Committee member or members at the meeting of the board of directors of the corporation which acts upon, or in reference to, such contract or transaction, and notwithstanding the Executive Committee member's or members' participation in such action, if the fact of such interest shall be disclosed or known to the Executive Committee and the Executive Committee, shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Executive Committee members present, such interested Executive Committee member or members to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

SECTION 7.4 **Loans.** No loans shall be contracted on behalf of the Coalition and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Committee. Such authority may be general or confined to specific instances. No loans shall be made by the Coalition to its directors or officers. The directors of the Coalition who vote for or assent to the making of a loan to a director or officer of the Coalition, and any officer or officers participating in the making of such a loan, shall be jointly and severally liable to the Coalition for the amount of such loan until the repayment hereof.

SECTION 7.5 **Checks and Negotiable Instruments.** All checks, drafts, negotiable instruments, or other evidence of indebtedness issued in the name of the Coalition, shall be signed by such officer or officers, agent or agents, of the Coalition and in such manner as shall from time to time be determined by resolution of the Executive Committee.

SECTION 7.6 **Deposits.** All funds of the Coalition not otherwise employed shall be deposited to the credit of the Coalition in such banks, trust companies, or other depositories as the Executive Committee may select.

SECTION 7.7 **Contributions, Gifts, Dues, or Other Fees.** The Executive Committee may accept on behalf, and for the benefit, of the Coalition any contribution, gift, bequest, due, or other fee for the nonprofit purposes of this Coalition.

ARTICLE 8 CORPORATE RECORDS AND REPORTS

SECTION 8.1 **Record Inspection Rights of Directors.** Every Executive Committee member shall have the right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Coalition and shall have such other rights to inspect the books, records, and properties of this Coalition as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 8.2 **Right to Copy and Make Extracts.** Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 8.3 **Periodic Report.** The Executive Committee shall prepare and approve an annual report, verified by the President and Secretary-Treasurer, showing in detail the following: (a) the assets and liabilities of the Coalition; (b) the revenue or receipts of the Coalition; and (c) the expenses or disbursements of the Coalition. The Executive Committee shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the Members, if any, of this Coalition, to be so prepared and delivered within the time limits set by law.

ARTICLE 9 INDEMNIFICATION

SECTION 9.1 **Non-Derivative Actions.** Subject to all of the other provisions of this article, the Coalition 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, whether civil, criminal, administrative, or investigative and whether formal or informal (other than an action by or in the right of the Coalition) by reason of the fact that the person is or was a director or officer of the Coalition, or is or was serving at the request of the Coalition as a director, officer, partner, trustee, or employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses (including attorneys' fees),

judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding 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 Coalition, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendereits equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Coalition, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 9.2 **Derivative Actions.** Subject to all of the provisions of this article, the Coalition 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 Coalition to procure a judgment in its favor by reason of the fact that the person is or was director or officer of the Coalition, or is or was serving at the request of the Coalition 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, against expenses (including actual and reasonable attorneys' 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 Coalition. However, indemnification shall not be made for any claim, issue, or matter in which such person has been found liable to the Coalition unless and only to the extent that the court in which such action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

SECTION 9.3 **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 Section 9.1 or 9.2 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 attorneys' fees) incurred by such person in connection with the action, suit, or proceeding and in any action, suit, or proceeding brought to enforce the mandatory indemnification provided by this article.

SECTION 9.4 **Definition of Other Enterprises.** For the purposes of Sections 9.1 and 9.2, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the Coalition" shall include any service as a director, officer, employee, or agent of the Coalition which imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Coalition" as referred to in Sections 9.1 and 9.2.

SECTION 9.5 **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 Coalition as well as in such person's capacity as a director or officer. Except as provided in Section 3 of this article, the Coalition 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 Executive Committee.

SECTION 9.6 **Determination That Indemnification is Proper.** Any indemnification under Section 9.1 or 9.2 of this article (unless ordered by a court) shall be made by the Coalition only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 9.1 or 9.2, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Executive Committee consisting of Executive Committee members 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 Executive Committee members who are not parties to the action. The committee shall consist of not less than two disinterested Executive Committee members.
- (c) By independent legal counsel in a written opinion.

SECTION 9.7 **Proportionate Indemnity.** If a person is entitled to indemnification under Section 9.1 or 9.2 of this article for a portion of expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Coalition 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.

SECTION 9.8 **Expense Advance.** Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 9.1 or 9.2 of this article may be paid by the Coalition in advance 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 Coalition. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

SECTION 9.9 **Non-Exclusivity 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 Coalition. 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.

SECTION 9.10 **Indemnification of Employees and Agents of the Coalition.** The Coalition may, to the extent authorized from time to time by the Executive Committee, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Coalition 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 Coalition.

SECTION 9.11 **Indemnification of Former Directors and Officers.** The indemnification provided in this article continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

SECTION 9.12 **Insurance.** The Coalition may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Coalition, or is or was serving at the request of the Coalition as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Coalition would have power to indemnify him or her against such liability under this article or the laws of the State of Michigan.

SECTION 9.13 **Changes in Michigan Law.** In the event of any change of the Michigan statutory provisions applicable to the Coalition relating to the subject matter of this article, then the indemnification to which any person shall be entitled hereunder shall be determined by such changed provisions, but only to the extent that any such change permits the Coalition to provide broader indemnification rights than such provisions permitted the Coalition to provide prior to any such change.

ARTICLE 10 AMENDMENT OF BYLAWS

SECTION 10.1 **Amendment of Bylaws by Board of Directors.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by: (a) the affirmative vote of two-thirds of the Executive Committee at any regular or special meeting of the Executive Committee; and (b) the affirmative vote of two-thirds of the members of the Presidents' Council at any regular or special meeting of the Presidents' Council, if a notice setting forth the terms of the proposal has been given at least forty-five (45) days in advance of each meeting. Any Coalition member may propose amendments to the Bylaws by submitting the proposed amendment to the Executive Committee in writing not less than one month prior to any regular meeting of the Executive Committee.

SECTION 10.2 **Implied Amendments.** Any action taken or authorized by the Executive Committee which would be inconsistent with the Bylaws then in effect, but is taken or authorized by the affirmative vote of not less than the number of Executive Committee and Presidents' Council members that would be required to amend these Bylaws so that the Bylaws would be consistent with such action shall be given the same effect as if these Bylaws had been temporarily amended or suspended to the extent necessary to permit the specific action taken or authorized.

**ARTICLE 11
CONSTRUCTION AND TERMS**

SECTION 11.1 **Construction and Terms.** If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Coalition, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation of the Coalition as amended filed with an office of this State and used to establish the legal existence of the Coalition.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended, or to corresponding provision of any future federal tax law.

These Bylaws were adopted as and for the Bylaws of The Coalition of Urban and Metropolitan Universities, a Michigan nonprofit corporation, by written consent of the sole incorporator on the 7th day of October, 2002.

Samuel A. Kirkpatrick, Incorporator

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These Bylaws were amended as and for the Bylaws of The Coalition of Urban and Metropolitan Universities, a Michigan nonprofit corporation, by written consent of the sole incorporator on the 3rd day of October, 2005.

John A. Fallon, III, Incorporator

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10/03/05