COALITION OF URBAN AND METROPOLITAN UNIVERSITIES

BYLAWS
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, 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 Headquarters Institution.

SECTION 2.2 Registered Office. The Principal Office (Administrative Headquarters 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 Board of Directors.

SECTION 3.2 Qualification for Membership. Any 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. Membership shall be signified by payment of membership dues annually.

SECTION 3.3 General Rights and Powers. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the qualifications, rights, privileges, dues, sponsorships, fees, responsibilities, and the provisions governing acceptance, withdrawal, suspension, and expulsion of members shall be determined by the Board of Directors.

SECTION 3.4 Fees and Dues. Dues rates and special assessments, if any, applicable to the membership shall be established by the Board of Directors. Any change in the dues rate shall not take effect prior to the beginning of the next fiscal year, July 1, respectively, after notice of such change is delivered to the members in a timely manner.

SECTION 3.5 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 3.6 Termination of Membership.
A membership may be terminated on occurrence of any of the following events;

- Resignation of a member,
- Expiration of the period of membership, unless the membership is renewed on the renewal terms fixed by the Board of Directors;
- Failure of a member to pay timely any dues or fees owed; or
- A member engaging in conduct materially and seriously prejudicial to the purposes and interests of the Coalition as determined by a majority of the members of the Board of Directors then in office pursuant to procedures and policies as defined by the Board.

SECTION 3.7 **Non-Liability of Members.** No Member of this Coalition is, as such, individually liable for the debts, liabilities, or obligations of the Coalition.

SECTION 3.8 **Annual Member Meeting.** The annual meeting of the Presidents’ Council shall be held at the Coalition’s regular annual Conference. The annual meeting of the Presidents’ Council shall be held for the purpose of electing Board of Directors members as needed and for the transaction of other business that may properly come before the meeting.

SECTION 3.9 **Special Member Meeting.** Special meetings of the Presidents’ Council for any purpose or purposes may be called by a majority vote of the Board of Directors. A petition asking the Board of Directors to call a special meeting requires signatures of at least 20% of the Members of the Coalition.

SECTION 3.10 **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, electronically or by physical 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. **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 3.11 **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 3.12 **Quorum for Member Meetings.** A quorum of the Presidents’ Council shall consist of those present who are eligible voting members of the Coalition.
SECTION 3.13 **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 Board of Directors 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 3.14 **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 3.15 **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
BOARD OF DIRECTORS

SECTION 4.1 **General Powers.** The business, property, and affairs of the Coalition shall be managed by its board of directors known as the Board of Directors. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors 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 Board of Directors is responsible for leadership and operational management of the Coalition. The Board of Directors specifically manages the Coalition’s journal, programs, conferences, policies, and resources. As part of its duties, the Board of Directors 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;

SECTION 4.2 **Duties of Board of Directors Members.** It shall be the duty of the Board of Directors 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) Approve dues amounts and policies;

(f) Communicate actions related to the duties specified in this Section to the Members.

(g) The Board of Directors will conduct a formal, written review of the Executive Director's performance yearly. As part of the review process, the executive and the board will discuss and formalize goals for performance for the next year. If applicable, the review process should be aligned (in structure and timing) with that of the host organization. There should be a review of compensation as necessary and at least every three years.

SECTION 4.3  **Membership.** The Board of Directors shall be comprised of:

(a) the Chair of the Coalition;

(b) the Vice Chair-Treasurer of the Coalition;

(c) the Recent-Past Chair of the Coalition;

(d) up to fifteen (15) Members-At-Large;

(e) the CEO of the Administrative Headquarters Institution, serving as an *ex officio*, non-voting member;

(f) the Editor of the journal, serving as an *ex officio*, non-voting member;

(g) the Executive Director, serving as an *ex officio*, non-voting member

SECTION 4.4  **Tenure, Qualifications, and Duties.**

A. **Chair.** The Chair 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 Chair for two or more consecutive terms, and may be re-elected only after an intermission from the office of Chair for at least one term. The Chair must be the CEO of a Member institution. If a sitting Chair retires or relocates to a non-Member institution, she or he vacates the office of Chair of the Coalition in which case the Vice Chair will assume the Chair’s role.

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

B. Vice Chair-Treasurer. The Vice Chair-Treasurer is elected by the Presidents’ Council at its regular annual meeting to serve a term of two years in length. The Vice Chair-Treasurer must be the CEO of a Member institution. If the Vice Chair-Treasurer retires from his or her CEO position or relocates to a non-Member institution, he or she vacates the office of Vice Chair-Treasurer of the Coalition, in which case the Board of Directors will select another Coalition member to complete the term of office as Vice Chair-Treasurer. The Vice Chair-Treasurer is responsible for reporting the financial records of the Coalition and monitoring the operations of the Administrative Headquarters.

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

C. CEO of the Administrative Headquarters Institution. The CEO of the Administrative Headquarters Institution shall serve an ex-officio, non-voting member of the Board of Directors. The position is held continuously by the current CEO of the Administrative Headquarters Institution at the pleasure of the Board of Directors or until the home institution resigns from its role as Administrative Headquarters Institution. The CEO of the Administrative Headquarters Institution may not simultaneously serve as either Chair or Vice-Chair-Treasurer of the Coalition.

The CEO of the Administrative Headquarters Institution shall perform all 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 Board of Directors. The Administrative Headquarters is responsible for keeping a record of all official Coalition meetings, transactions, and correspondence, and for accurately managing and reporting the Coalition’s funds to the Vice Chair-Treasurer.

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

E. Members-At-Large. Up to fifteen Members-At-Large are elected by the Presidents’ Council at its regular annual meeting to serve for a term of two years in length.

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

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 Chair, Vice-Chair-Treasurer, and Members-At-Large. The term shall commence immediately upon appointment or election and shall continue until the annual meeting of the Board of Directors in the year in which that member’s term is set to expire, or until their successors shall be duly elected and shall qualify.

SECTION 4.6 Special Rule for First Elections. After the first election of the two Board of Directors Members-At-Large only, two 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 Board of Directors 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 Board of Directors Members-At-Large and standing committee chairperson members of the Board of Directors.

SECTION 4.7 Removal and Resignation of Board of Directors Members. Subject to the provisions of any relevant statutes, any member of the Board of Directors may be removed, with or without cause, by a majority vote of the Board of Directors whenever in their judgment the best interests of the Coalition shall be served thereby. Any member of the Board of Directors may resign at any time by giving written notice to the Chair of the Coalition or the Executive Director. 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 Board of Directors, other than Chair, the remaining members of the Board of Directors shall appoint a replacement from among Coalition Members to complete the current term of the vacated office. A vacancy in the position of Chair shall be filled by the Vice-Chair-Treasurer. If a vacancy occurs in the position of Chair and Vice-Chair-Treasurer, the position of Chair shall be filled by the CEO of the Administrative Headquarters Institution until a new Chair is elected at the Coalition’s next regular annual meeting.

SECTION 4.9 Regular Meetings. One regular meeting of the Board of Directors shall be held at the Coalition’s annual conference. 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 Board of Directors members.

SECTION 4.10 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or any two Board of Directors members.

SECTION 4.11 Notice; Waiver. Notice of any Board of Directors meeting shall be delivered personally, mailed, or sent by electronic mail, telegram, or facsimile to each Board of
Directors member at the Board of Directors 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 Board of Directors member may waive notice of any meeting by written statement or telegram sent by the Board of Directors member, signed before or after the holding of the meeting. The attendance of an Board of Directors member at a meeting constitutes a waiver of notice of such meeting, except where an Board of Directors 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 Board of Directors members constitutes a quorum for the transaction of business at any meeting of the Board of Directors, 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 Board of Directors members present may adjourn the meeting from time to time without further notice. Substitutes or proxy votes at Board of Directors meetings are not permitted.

SECTION 4.13 Attendance. A Board of Directors member’s failure to participate in at least one of every three regular or special Board of Directors meetings will result in a review of the member’s continuing participation on the Board of Directors. Members who cannot participate in a Board of Directors meeting must provide advance notice to the presiding officer.

SECTION 4.14 Conduct of Board Meetings. The Chair shall conduct the meetings of the Board of Directors. In the absence of the Chair, meetings of the Board of Directors shall be presided over by the Vice Chair-Treasurer or, in the absence of each of these persons, by an Board of Directors member chosen by a majority of the Board of Directors members present at the meeting. Executive Director of the Coalition or their designee shall act as secretary of all meetings of the Board of Directors, 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 Board of Directors, 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 Board of Directors members present at a meeting at which a quorum is present shall be the act of the Board of Directors.
SECTION 4.16  **Compensation.** Board of Directors members shall not receive any compensation for their service as Board members.

SECTION 4.17  **Presumption of Assent.** An Board of Directors member who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Board of Directors 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 Administrative Headquarters of the Coalition immediately after the adjournment of the meeting. This right to dissent shall not apply to an Board of Directors 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. A Board of Directors 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  **Board of Directors Action without Meeting.** Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all Board of Directors 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 Board of Directors. All consents shall be filed with the minutes of the proceedings of the Board of Directors.

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

SECTION 4.21  **Evaluation of Executive Director.** The Board of Directors will conduct a formal, written review of the Executive Director's performance yearly. As part of the review process, the executive and the board will discuss and formalize goals for performance for the next year. If applicable, the review process should be aligned (in structure and timing) with that of the host organization. There should be a review of compensation as necessary and at least every three years.

ARTICLE 5
COMMITTEES

SECTION 5.1  **Committees.** Members of the Board of Directors appointed by the Chair shall solicit interest from Coalition Members to serve on committees and workgroups. The Board of Directors shall appoint the members to the committees for a designated term or based on a deliverable.
A. The Nominating Committee. The Nominating Committee shall consist of two members of the Board of Directors, whose Board of Directors 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 Board of Directors shall, by majority vote, appoint an Board of Directors 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 Board of Directors.

SECTION 5.2 Special Committees. The Coalition shall have such other committees as may from time to time be designated by resolution of the Board of Directors 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 Board of Directors 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 Chair 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 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 HEADQUARTERS INSTITUTION, ANNUAL CONFERENCE, COALITION’S JOURNAL

SECTION 6.1 **Administrative Headquarters Institution.** A Coalition member institution, which, except for the first Administrative Headquarters Institution, is chosen by the Board of Directors 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 Headquarters Institution shall be responsible for ensuring the performance of the following duties: (a) provision of necessary support staff by the Administrative Headquarters Institution; (b) appointment of an Executive Director; (c) appropriate collection and disbursement of Coalition funds; and (d) financial accounting and reporting, correspondence, communications, and record keeping for the Coalition.

The Administrative Headquarters Institution shall provide organizational support to the Coalition Chair, the Board of Directors, and the Presidents’ Council. The Board of Directors shall determine compensation to the Administrative Headquarters Institution for the administrative expenses of the Administrative Headquarters Institution incurred on behalf of or in support of the Coalition.

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

SECTION 6.2 **Annual Coalition Conference.** The Coalition shall hold and meet at a regular annual Coalition Conference at approximately the same time each calendar year as established by the Board of Directors.

SECTION 6.3 **The Coalition’s journal.** The Board of Directors shall fund the journal to be published three times a year. The publication is 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.
SECTION 6.4  The Editor of the Coalition’s journal. Except for the first Editor of the Coalition’s journal, the Executive Director shall appoint an Editor. The Executive Director shall review the Editor’s performance yearly.

SECTION 6.5  Editorial Board of the Coalition’s journal. The Editorial Board members serve at the pleasure of the 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 Board of Directors 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 Board of Directors 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 Chair, Vice Chair-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 Board of Directors members, or between this Coalition and any firm of which one or more of this Coalition’s Board of Directors members are members or employees, or in which one or more of this Coalition’s Board of Directors members are interested, shall be valid for all purposes, notwithstanding the presence of such Board of Directors 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 Board of Directors member’s or members’ participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors, shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Board of Directors members present, such interested Board of Directors 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 Board of Directors. 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 Board of Directors.

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 Board of Directors may select.

SECTION 7.7 Contributions, Gifts, Dues, or Other Fees. The Board of Directors 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 Board of Directors 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 Board of Directors shall prepare and approve an annual report, verified by the Chair and Vice Chair-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 Board of Directors 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 contendere its 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 Board of Directors.

**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 Board of Directors consisting of Board of Directors 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 Board of Directors members who are not parties to the action. The committee shall consist of not less than two disinterested Board of Directors 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 Board of Directors, 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 Board of Directors at any regular or special meeting of the Board of Directors; 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 Board of Directors in writing not less than one month prior to any regular meeting of the Board of Directors.

SECTION 10.2 Implied Amendments. Any action taken or authorized by the Board of Directors 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 Board of Directors 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.

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Samuel A. Kirkpatrick, Incorporator

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

/hs  
10/03/05

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 20th day of October, 2008

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Robert L. Caret, CUMU President

/ro  
10/20/08

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 12th day of October 2009.

______________________________  
Steven Diner, CUMU President

/ro  
10/12/09
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 10th day of October 2011.

John Christensen, CUMU President
/ns
10/10/11

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 28th day of October 2013.

Wendell Pritchett, CUMU President
/bl
10/28/13

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 22nd day of January 2014.

Wendell Pritchett, CUMU President
/bl
01/22/2014

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 24th day of October 2016.

Richard Guarasci, CUMU President
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 23rd day of August 2022.

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Bill Covino, CUMU President

10//23/2022

Bylaws amended April 17, 2023
Bylaws amended February 1, 2024