

# BYLAWS

## Deaf Community Services of San Diego, Inc.

### ARTICLE I—CORPORATE NAME

**Section 1.1** Corporate Name. The name of this Corporation shall be Deaf Community Services of San Diego, Inc. (hereinafter referred to as "DCS" or the "Corporation").

**Section 1.2** Change of Corporate Name. The Board of Directors is hereby granted full power and authority to change the name of the Corporation. A two-thirds (2/3) vote by the Board is required to declare such a name change effective. Any name change shall be considered an amendment of these Bylaws and shall be incorporated herein.

### ARTICLE II—OFFICES

**Section 2.1** Principal Offices. The principal office of the Corporation for its transaction of business is located in San Diego County, California.

**Section 2.2** Change of Address. The county of the corporation's principal office can be changed only by amendment of these bylaws and not otherwise. The board of directors may, however, change the principal office from one location to another within San Diego County by board resolution.

**Section 2.3** Other Offices. The board of directors may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

### ARTICLE III—PURPOSES

**Section 3.1** General Purpose. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporations Law of California for public and charitable purposes.

**Section 3.2** Specific Purpose. The specific purpose of the Corporation shall include without limitation, dedicated to provide services and assistance to the hearing impaired members of the public, included but not limited to access assistance to existing service delivery systems to San Diego County interpretive services, counseling and educational services and information regarding deafness to the general public.

### ARTICLE IV—LIMITATIONS

**Section 4.1** Political Activities. The Corporation has been formed under California Nonprofit Corporation Law for the charitable purposes described in Article III, and shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the

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publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

**Section 4.2 Prohibited Activities.** The corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in the furtherance of the purposes described in Article III. The Corporation may not carry on any activity for the profit of its Officers, Directors, or other persons or distribute any gains, profits, or dividends to its Officers, Directors, or other persons as such. Furthermore, nothing in Article III shall be construed as allowing the Corporation to engage in activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the Code) or (ii) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Code.

## ARTICLE V—DEDICATION OF ASSETS

**Section 5.1 Property Dedicated to Nonprofit Purposes.** The property of the Corporation is irrevocably dedicated to provide services and assistance to the hearing impaired members of the public, included but not limited to access assistance to existing service delivery systems to San Diego County interpretive services, counseling and educational services and information regarding deafness to the general public.

**Section 5.2 Distribution of Assets Upon Dissolution.** Upon the dissolution of the corporation, its assets remaining after payment, or provision of payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for the charitable purposes and which has established its tax exempt status under 501 (c)(3) of the Code.

## ARTICLE VI—MEMBERSHIPS

**Section 6.1 Members.** The Corporation shall have no members with the meaning of section 5056 of the California Corporate Code.

**Section 6.2 Non-Voting Members.** The Board may adopt policies and procedures of associate members or other designated members who shall have no voting rights in the Corporation. Such associate or other members are not “members” of the Corporation as defined in section 5056 of the California Corporate Code.

## ARTICLE VII—DIRECTORS

**Section 7.1.** Duties of Directors. The Directors shall have the following duties as well as the authority to perform any and all duties imposed on them collectively, or individually by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, including but not limited to:

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- a) To promote the Corporation, its interests, mission, and objectives in both the Deaf and Hearing communities;
- b) Appointing, removing employing and discharging all officers, agents and employees of the Corporation, prescribing their duties and fixing their compensation, if any;
- c) Supervising all officers, agents and employees of the Corporation to assure the proper performance of their duties;
- d) Approving or ratifying the acts and transactions of all officers, agents and employees of the Corporation;
- e) Meeting at such times and places as required by these Bylaws;
- f) Conducting, managing and controlling the affairs, business, transactions, contracts, services and activities of the Corporation, including the implementation of corporate policy, rules and regulations for such purpose, and the appointment of Board of Director committees;
- g) Borrowing money and incurring debt on behalf of the Corporation, executing and delivering, for corporate purposes and in the corporate name, promissory notes, bonds, debentures, deeds of trusts, mortgages, pledges, hypothecations and other evidences of debt and securities;
- h) Approving a contract or transaction for the dissolution of merger of the Corporation for the sale of substantially all the assets of the Corporation;
- i) To actively participate in fundraising activities, pursue and share information about possible new sources of revenue, recruit donors and volunteers for fundraisers, and make a personal financial commitment to the agency;
- j) To solicit, accept, or reject, in whole or in part, gifts, legacies, donations, or contributions in any form on behalf of the Corporation, and to determine, in consultation with the ED, the manner in which such gifts shall be used. A two-thirds (2/3) vote by the Board shall be required to decide how gifts shall be administered; and
- k) To authorize the ED, the Chair, and such other signatories as the Board may designate to sign or endorse all checks and drafts drawn on banks or other depositories with which the Corporation may transact business; and
- l) To conduct their personal affairs in such a manner as to avoid any possible conflict of interest with their duties and responsibilities as members of the Board of Directors.

### **Section 7.2 Number and Qualifications.**

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**7.2.1** Number. The authorized number of directors shall be not less than 5 or more than 12; the exact number to be determined at the discretion of the Board. A majority of the sitting members of the Board at any time shall be deaf or hard of hearing individuals.

**7.2.2.** Conduct of Directors.

- a) A director shall not engage in any activity that is directly contrary to the interests of the Corporation.
- b) A director shall not engage in the misrepresentation of the Corporation and its policies to outside third parties, either willfully, or on a repeated basis.
- c) A director shall not be disruptive or unprofessional during two or more board meetings or exhibit behavior that is deemed to be detrimental to the function of the board meeting.
- d) A director shall not violate any other qualification or requirement for board service that has been adopted by resolution of the Board of Directors prior to the commencement of that director's term of office, if that director was notified of such qualification or requirement at the commencement of his or her term of office.
- e) All members of the Board of Directors must sign a statement of agreement attesting to their individual compliance with the corporation's stated policies pertaining to the following: (i) conflict of interest; (ii) grievance procedure; (iii) confidentiality; (iv) sexual harassment; (v) drug/alcohol usage, and (vi) Code of Ethics. These agreements are kept on file at the Corporation's offices during the duration of each Director's tenure with the Board.
- f) No individual may be nominated or elected who has been convicted of a Class "A" felony (burglary, robbery, rape, murder, arson, kidnapping, child molestation and any other offenses so classified), no matter how old the conviction. No individual may be nominated or elected who is or will be prosecuted for a felony at the time new candidates are under consideration by the Board. Concealing any and all such information shall be grounds for immediate removal as a Board member.

**Section 7.3** Corporate Powers Exercised by the Board. Subject to provisions of the Articles of Incorporation of the Corporation, California Nonprofit Corporation Law, and any other applicable laws, the business and the affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Directors (the Board). The Board may delegate the management of the activities of the Corporation to any person, persons, management company or committee, however composed, provided

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that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

**Section 7.4 Terms; Election of Successors.** At the first annual meeting, the Directors shall be divided into three approximately equal groups and designated by the Board to serve one, two, or three year terms. Thereafter, the term of office of each Director shall be three years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with these Bylaws and California Nonprofit Corporation Law.

### **Section 7.5 Vacancies.**

**7.5.1 Events Causing a Vacancy.** A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.

**7.5.2 Removal.** The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law.

The Board may by resolution declare vacant the office of a Director who fails to attend four Board meetings in the most recent 12 month period.

The Board may, by a majority vote of the Directors who meet all of the required qualifications to be a Director set forth in Section 7.1.2, declare vacant the office of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

Directors may be removed without cause by a majority of Directors then in office.

**7.5.3 No Removal or Reduction in the Number of Directors.** No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

**7.5.4 Resignations.** Except as provided in this Section 7.4.4, any Director may resign by giving written notice to the Chairperson, the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if

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the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the "Attorney General").

**7.5.5 Election to Fill Vacancies.** If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with section 5211 of the California Nonprofit Corporation Law, or (iii) a sole remaining Director.

**Section 7.6 Regular Meetings.** Regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution for such purposes as, but not limited to, the election of Directors, appointment of Officers, review and approval of the corporate budget, making and receiving reports, planning and transaction of other new and old business. Regardless of the Board's decision to schedule regular meetings, each year, the Board shall hold at least one meeting, at a time and place fixed by the Board. This meeting shall be referred to as the "annual meeting" for purposes that may be required by law or contracts agreed to by the Corporation.

**Section 7.7 Special Meetings.** Special meetings of the Board for any purpose may be called at any time by the Chair or any two Directors following the requirements for giving notice of meetings in these bylaws.

### **Section 7.8 Notice of Meetings.**

**7.8.1 Manner of Giving Notice.** Except when the time and place of a regular meeting is set by the Board by resolution in advance, notice of time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal delivery of oral or written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, videophone, including a voice or video messaging system or technology designed to record and communicate messages;
- (d) Facsimile, electronic mail, or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, telephone or videophone number, facsimile number, or email address as shown in the records of the Corporation. Any notice given personally or by phone may be communicated directly to the Director or to any person who would

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reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time, and place of more than one regular meeting.

**7.8.2** Time Requirements. Notices sent by first-class mail shall be deposited into a United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, telephone or videophone, voice or video messaging system, or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other means of electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

**7.8.3** Notice contents. The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

**Section 7.9** Place of Board Meetings. Regular and special meetings of the Board may be held at any place within or outside the state that has been designated in the notice of the meeting, or if not stated in the notice, or, if there is no notice, designated by resolution of the Board. If the place is not designated in the notice or fixed by resolution of the Board, it shall be held at the principal office of the Corporation.

**7.9.1** Meetings by telephone and/ or videophone or similar equipment. Any meeting may be held by conference telephone and/or videophone or other communication equipment permitted by the California Nonprofit Corporation Law, as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors shall be deemed present in person at such meeting.

**Section 7.10** Quorum and Action of the Board.

**7.10.1** Quorum. A majority of Directors then in office shall constitute a quorum for the transaction of business, except to adjourn provided in Section 7.11.

**7.10.2** Minimum Vote Requirements for Valid Board Action. Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation, or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action that is taken is approved by at least a majority of the required quorum for that meeting.

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**7.10.3** When a Greater Vote is Required for Valid Board Action. The following shall require a vote by a majority of all Directors then in office in order to be effective:

- (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest (provided that the vote of any interested Director(s) is not counted);
- (b) removal of a director without cause, as described in 7.4.2.
- (c) indemnification of Directors as described in .....

**Section 7.11** Waiver of Notice. The transactions of any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the regular meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary, either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained in the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation in the records of the Corporation as of the date of the protest.

**Section 7.12** Adjournment. A majority of Directors present, whether or not constituting a quorum, may adjourn the meeting to another time and place.

**Section 7.13** Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

**Section 7.14** Conduct of Meetings. Meetings of the Board shall be presided over by the Chairperson, or if there is no Chairperson or the Chairperson is absent, an officer of the Board designated by the Chairperson, or in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

**Section 7.15** Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or

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collectively, consent in writing to the action. For the purposes of this Section 7.14 only, "all members of the Board" shall not include any "interested Director" as defined in section 5233 of the California Nonprofit Corporation Law. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 7.16 Fees and Compensation of Directors.** The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that the Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, which are approved in advance by the Board and only in reasonable amounts to be approved by the Board. Further, compensation can not be paid to any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of a Director without prior approval of the Board.

**Section 7.17 Non-Liability of Directors.** The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

## ARTICLE VIII—COMMITTEES

**Section 8.1 Committees of Directors.** The Board, by resolution adopted by a majority of the Directors then in office, may create Board committees, including an executive committee, each consisting of two or more Directors, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, shall make recommendations for approval of the Board. No committee may:

- (a) approve of any action for which the California Nonprofit Corporation Law also requires approval of the members or of a majority of all of the members;
- (b) fill vacancies on the board or on any committee that has the authority of the board;
- (c) fix compensation of the Directors for serving on the board or on any committee;
- (d) amend or repeal of Bylaws or the adoption of new Bylaws;
- (e) amend or repeal or any resolution of the board which by its express terms is not so amendable or subject to repeal;
- (f) appoint any other committees of the board or members of committees;
- (g) expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected;
- (h) approve any transaction between the Corporation and one or more of its directors or between the Corporation and any entity in which one or more of the directors have a material financial interest.

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**Section 8.2 Meetings And Action Of Committees.** Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the board of directors or by the committee. The time for special meetings of committees may also be fixed by the board of directors. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the committee may adopt such rules.

**Section 8.3 Quorum Rules for Board Committees.** A majority of the committee members shall constitute a quorum for the transaction of committee business, except to adjourn. A majority of the committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

**Section 8.4 Revocation of Delegated Authority.** The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a committee, increase or decrease (but not below two) the number of members of a committee, and fill vacancies in a committee from the members of the Board.

**Section 8.5 Nonprofit Integrity Act/Audit Committee.** In any fiscal year in which the Corporation receives or accrues gross revenues of two million dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Board shall (i) prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant ("CPA") in conformity with generally accepted auditing standards; (ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and (iii) appoint an Audit Committee.

The Audit Committee shall not include paid or unpaid staff or employees of the Corporation, including, if staff members or employees, the President or chief executive officer or the Treasurer or chief financial officer (if any). If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Board, the Audit Committee shall:

- (a) make recommendations to the Board on the hiring and firing of the CPA;

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- (b) confer with the CPA to satisfy Audit Committee members that the financial affairs of the Corporation are in order;
- (c) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and
- (d) if requested by the Board, negotiate the CPA's compensation on behalf of the Board.

**Section 8.6 Advisory Committees.** The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

## ARTICLE IX—OFFICERS

**Section 9.1 Officers.** The officers of the Corporation shall be a Chairperson, a Secretary, and a Treasurer selected from among the Directors. The Chairperson of the Board shall be a deaf or hard of hearing person. The Board shall have the power to designate additional Officers, including a Vice Chair, with such duties, powers, titles and privileges as the Board may fix. Any number of offices may be held by the same person, except that the Secretary and the Treasurer may not serve concurrently as the Chairperson.

**Section 9.2 Election of Officers.** The Officers shall be elected by the Board at the annual meeting of the Corporation for a term of one year, and each shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal. Officers may be re-elected for successive terms as long as each year other Directors are given the opportunity to be nominated and elected.

**Section 9.3 Removal of Officers.** Any Officer may be removed, with or without cause, (i) by the board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (ii) by an Officer on whom such power of removal may be conferred by the Board.

**Section 9.4 Resignation of Officers.** Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Corporation under any contract to which the Officer is a party.

**Section 9.5 Vacancies in Offices.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other

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that the President or one appointed in accordance with Section 9.6.6, such vacancy shall be filled temporarily by appointment by the President, or if none, by the Chairperson, and the appointee shall remain in office for 60 days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the position can be filled only by action of the Board.

### **Section 9.6 Responsibilities of Officers.**

**9.6.1 Chairperson of the Board.** The chairperson of the Board shall be a Director and shall preside at meetings of the Board, set meeting agendas, direct the operations of the Board, and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws. The Chairperson of the Board shall be deaf or hard of hearing.

**9.6.3 Vice Chair.** If a Vice Chair is elected by the Board, the Vice Chair, in the absence or disability of the Chair, shall perform all the duties of the Chair, and, when so acting, have all the powers of and be subject to all the restrictions upon, the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed by the Board.

**9.6.4 Secretary.** The secretary of the Corporation (the "Secretary") shall attend to the following:

**9.6.4.1 Bylaws.** The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

**9.6.4.2 Minute Book.** The Secretary shall keep or cause to be kept a minute book as described in Section 12.1.

**9.6.4.3 Notices.** The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

**9.6.4.4 Corporate Records.** Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the Minute book.

**9.6.4.5 Corporate Seal and Other Duties.** The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

**9.6.5 Treasurer.** The treasurer of the Corporation (the "Treasurer") shall attend to the following:

**9.6.5.1 Books of Account.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and

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other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

**9.6.5.2 Financial Reports.** The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

**9.6.5.3 Deposit and Disbursement of Money and Valuables.** The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

**9.6.5.4 Bond.** If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

**9.6.6 Additional Officers.** The Board may empower the Chairperson to appoint or remove such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

**Section 9.7 Chief Executive.** The Board may hire a chief executive who shall be the general manager of the Corporation, and subject to the control of the Board, shall supervise, direct and control the Corporation's day-to-day activities, business and affairs. The chief executive (who may be referred to as the "chief executive officer" or "executive director" shall be empowered to hire, supervise and fire all of the employees of the Corporation, under such terms and having such job responsibilities as the chief executive shall determine in his or her sole discretion, subject to the rights, if any, of the employee under any contract of employment. The chief executive may delegate his or her responsibilities and powers subject to the control of the Board. He or she shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

## ARTICLE X—TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS AND OFFICERS

### **Section 10.1 Transactions with Directors and Officers.**

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**10.1.1** Interested Party Transactions. Except as described in Section 10.1.2, the Corporation shall not be a party to any transaction:

- a) In which one or more of its Directors has a material financial interest, or
- b) With any corporation, firm, association, or other entity in which one or more Directors has a material financial interest.

**10.1.2** Requirements to Authorize Interested Party Transactions. The Corporation shall not be a party to any transaction described in 10.1.1 unless:

- a) the Corporation enters into the transaction for its own benefit;
- b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
- c) the transaction is such that goods or services provided to the Corporation are determined by the Board to be at or below cost to the interested party (corporation, firm, business, association, or other entity in which one or more Directors has a material financial interest).
- d) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's financial interest in the transaction;
- e) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- f) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 10.1.2.

**Section 10.2** Loans to Directors and Officers. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, however the Corporation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

**Section 10.3** Duty of Loyalty: Construction with Article XI. Nothing in this Article X shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to the Corporation. Furthermore, nothing in this Article X shall be

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construed to override or amend the provisions of Article XI. All conflicts between the two articles shall be resolved in favor of Article XI.

### ARTICLE XI—INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

**Section 11.1** Definitions. For purpose of this Article 11,

**11.1.1** “Agent”. Means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation;

**11.1.2** “Proceeding”. Means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

**11.1.3** “Expenses”. Includes without limitation, all attorneys' fees, costs, and any other expenses reasonable incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, cost, and other expenses reasonable incurred in establishing a right to indemnification under this Article 11.

**Section 11.2** Applicability of Indemnification Provisions.

**11.2.1** Successful Defense by Agent. To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 11, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonable incurred by the Agent in connection with the claim.

**11.2.2** Settlement or Unsuccessful Defense by Agent. If an Agent either settles any proceeding referred to in this Article 11, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 11.2 through Section 11.6 shall determine whether the Agent is entitled to indemnification.

**Section 11.3** Actions Brought by Persons Other than the Corporation. This Section 11.3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in Section 11.4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 11.3 as “Third Party proceedings.”

**11.3.1** Scope of Indemnification in Third Party Proceedings. Subject to the required findings to be made pursuant to Section 11.3.2, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to

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any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonable incurred in connection with the proceeding.

**11.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings.** Any indemnification granted to an Agent in Section 11.2.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that a person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had a reasonable cause to believe that his or her conduct was unlawful.

**Section 11.4 Action Brought By or On Behalf Of the Corporation.** This Section 11.4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a Proceeding "by or on behalf of the Corporation").

**11.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the Corporation.** Subject to the required findings to be made pursuant to Section 11.4.2, and except as provided in Sections 11.4.3 and 11.4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonable incurred in connection with the defense or settlement of such action.

**11.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf of the Corporation.** Any indemnification granted to an Agent in Section 11.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**11.4.3 Claims Settled Out of Court.** If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settle or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonable incurred in defending against the

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proceeding, unless the proceeding is settled with the approval of the Attorney General.

**11.4.4     Claims and Suits Awarded Against Agent.** If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 11.4.1 for expenses actually and reasonable incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a)     The determination of good faith conduct required by Section 11.4.2 must be made in the manner provided for in Section 11.5; and
- (b)     Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonable entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

**Section 11.5     Determination of Agent's Good Faith Conduct.** The indemnification granted to an Agent in Section 11.3 and Section 11.4 is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

**Section 11.6     Limitations.** No indemnification or advance shall be made under this Article 11, except as provided in Section 11.2.1 or Section 11.5(b), in any circumstances when it appears:

- (a)     that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b)     that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**Section 11.7     Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is

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determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 11.

**Section 11.8** Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article 11 shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

**Section 11.9** Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 11, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article 11.

## ARTICLE XII—CORPORATE RECORDS, REPORTS, AND SEAL

**Section 12.1** Minute Book. The Corporation shall keep a minute book in printed or electronic form (with secure backup) which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice,

**Section 12.2** Books and Records of Account. The Corporation shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

**Section 12.3** Articles of Incorporation and Bylaws. The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

**Section 12.4** Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns. The Corporation shall at all times keep at its principal office a copy of its federal exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

**Section 12.5** Annual Report; Statement of Certain Transaction. The Board shall cause an annual report to be sent to each Director within 120 days after the close of the Corporation's fiscal year containing the following information:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

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- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than \$5,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$5,000, and in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest).

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of the interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

**Section 12.6 Directors' Rights of Inspection.** Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

**Section 12.7 Corporate Seal.** The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

**ARTICLE XIII—EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

**Section 13.1 Execution of Instruments.** The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver an instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**Section 13.2 Checks and Notes.** Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation to be executed under 13.1 shall be signed by chief executive officer (or executive director if so named) at the request of the Chair.

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**Section 13.3 Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the chief executive officer may select (with the approval of the Board).

**Section 13.4 Gifts.** The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purpose of the Corporation.

### ARTICLE XIV—CONSTRUCTION AND DEFINITIONS

**Section 14.1** Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and the neuter, the singular number includes the plural, and plural number includes the singular, and the term "person" includes both the Corporation and a natural person. All references to statutes, regulations, and laws shall include and future statutes, regulations, and laws that replace those referenced.

### ARTICLE XV—AMENDMENTS

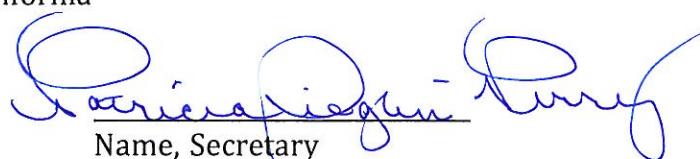
**Section 15.1 Amendment by Directors.** The Board may adopt, amend, or repeal bylaws including these bylaws by a vote of a majority of the Directors then in office. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such a greater number.
- (b) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting setting for the proposed bylaws revisions with explanations therefore, is given in accordance with the Bylaws.

### CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Deaf Community Services, a California nonprofit public benefit corporation, that these bylaws, consisting of 21 pages, are the Bylaws of this Corporation as adopted by the Board of Directors on June 27, 2013, and that these Bylaws have not been amended or modified since that date.

Executed on June 27, 2013 at San Diego, California



Patricia P. Dwyer  
Name, Secretary