

Writers' Guild of Texas

Bylaws

SUGGESTED February 2007 Revised August 13, 2007

Revised September 27, 2007 by the WGOT Board members

Revised November 13, 2007 by WGOT Board members

Revised December 18, 2007 by WGOT members

Revised December 17, 2012 by WGOT members

Article I: Name

Section 1 - The name of this organization shall be: Writers' Guild of Texas, herein after known as the Guild.

Section 2 - General - The Writers' Guild of Texas (WGOT) is a nonprofit organization designed to serve the writing community of Texas.

Article II: Mission

Section 1 - Mission Statement - The Writers' Guild Of Texas is dedicated to providing peer support, information exchange, and formal and informal self-education opportunities for published and not-yet-published writers.

Section 2 - Notification - Official notification of Guild activities shall be communicated to the membership.

Article III: Structure

Section 1 - Composition - The Guild shall be composed of a Board of Directors, General Membership, and committees as needed to meet member needs.

Section 2 - General Membership Defined - In these Bylaws, "Membership" means those members who have paid their membership dues for the current calendar year.

Section 3 - Meetings - There shall be regular scheduled meetings of the Board and Membership.

Article IV: General Membership

Section 1 - Membership Requirement - Any person may become a voting member of the Guild by paying dues for the current year.

Section 2 - Dues - Dues for the Guild membership shall be assessed each member at the beginning of the calendar year. New members joining within the

last quarter of the calendar year shall be considered members for the remainder of that year and the following calendar year.

Section 3 - The General Membership shall:

- (a) Approve the Bylaws and any amendments to the Bylaws,
- (b) Elect or recall Board of Directors members.

Article V: Board of Directors

Section 1 Defined - The governing body of the Guild shall be the Board of Directors (“the Board”), which shall consist of 5 to 9 Directors. The number of Directors for the coming year shall be decided annually by Board vote. A change in Board size may not eliminate current Directors from the Board.

Section 2 - Terms - Terms of Directors shall begin January 1. Terms shall be two years. Directors may be reelected to a second term, after which the Director shall be ineligible for reelection or appointment to the Board for a period of not less than one (1) year.

Section 3 Duties - The Board of Directors shall:

- (a) Formulate Guild policy and procedures,
- (b) Develop a yearly plan and budget for the Guild,
- (c) Collect and disburse Guild funds,
- (d) Establish and direct committees,
- (e) Maintain a written record of all votes and decisions made by the General Membership and by the Board of Directors.

Section 4 Board Meetings - The Board of Directors shall meet as required to conduct the business of the Guild. The Board may meet by any means that allows active participation of non-present Directors, including, but not limited to conference calls or other electronic means.

Section 5 Special Board Meetings - Special or emergency Board meetings, in addition to regularly scheduled Board meetings, may be called by the President or by a majority of current Directors. For Special Meetings, a minimum of seven (7) days notice must be given to all Directors. This minimum may be suspended for emergency meetings, depending on the circumstances, but a quorum is always required for any business to be transacted.

Section 6 Quorum - A quorum at any Board meeting shall be a simple majority of the current membership of the Board of Directors.

Section 7 Vacancy - A Board position may be considered vacated through resignation or after three consecutive unexcused absences. A Board position that is vacated may be filled by appointment through vote of the remaining Board members. The name(s) of Board members appointed to vacancies shall be announced at the next regularly scheduled General Membership meeting, where additional nominations will be accepted from the floor. An election shall be held at the same meeting. The term of office shall continue for the remainder of the unexpired term.

Section 8 Board voting - Decisions shall be made by a simple majority of Directors present and voting at a Board meeting, provided a quorum is present.

Section 9 Open Records and Meetings - Guild records shall be open for review by any Guild member during normal office hours. The Guild shall abide by applicable Texas open-records and open-meetings statutes.

Section 10 Audit - An internal audit of the Guild's finances shall be made periodically by the Board of Directors.

Section 11 Authorization - The Guild's name, property, and funds shall not be used or committed without prior Board approval.

Section 12 Disputes - Should disputes arise; the Guild shall pursue mediation before litigation.

Section 13 Officers - The Board of Directors shall select, from within its membership, the President, Vice-President, Treasurer, and Secretary, who shall serve as officers of the Board and of the Guild. The Board may replace or remove officers by election at any time during the year.

(a) President - The President is responsible for planning and conducting Board meetings. The President shall have the authority to sign documents approved by the Board on behalf of the Guild. The President may vote on all issues brought before the Board.

(b) Vice-President - The Vice-President shall exercise the powers of the President during that officer's absence or inability to act.

(c) Treasurer - The Treasurer shall be responsible for the supervision of the collection, disbursement, and deposit of all monies of the Guild and shall oversee the accounts of the Guild. The Treasurer shall present a written report of the Guild's financial condition annually and as otherwise required by the Board.

(d) Secretary - The Secretary shall maintain a written record of all formal actions and votes of the General Membership. The Secretary shall keep minutes of Board meetings, including attendance, votes and discussions.

If the Secretary is not present, the Board shall designate a temporary Secretary.

(e) Emeritus Designation - The Board may name an out-going member as a Board Member Emeritus. This will be a non-voting position.

Section 14 Board Elections - Elections by the General Membership for open Board of Directors positions shall be conducted in December of each year.

(a) Qualifications for Board Membership - Any person who is a member of the Guild is eligible for election to the Board. As a condition of taking office, Board candidates must agree to abide by Guild Bylaws.

(b) Nominating Committee - The Nominating Committee shall consist of three (3) to five (5) current Guild members appointed by the Board of Directors in July to serve until the December General Meeting. At least one (1) Nominating Committee member shall be a member of the Board. The Nominating Committee shall elect its chair. The Nominating Committee shall nominate candidates to fill the number of positions specified by the Board.

(c) Board Approval - The Nominating Committee shall present its nominations of Board candidates at the September Board meeting for Board approval.

(d) Candidates - At the November General Meeting, the Nominating Committee shall announce the names of confirmed candidates. Additional nominations shall be accepted from the floor at this meeting only.

(e) Annual Election - The Nominating Committee shall present the final slate and shall administer the annual election of Directors at the December General Meeting.

Article VI: Committees

Section 1 Purpose - Other committees, either permanent or temporary, may be created by the Board of Directors for specific purposes.

Section 2 Committee membership - Committees shall be composed of current Guild members, as appointed by the Board.

Section 3 Expenses - A committee shall incur no expense without prior Board approval.

Article VII Bylaws

Section 1 Initiation process - A vote on amendment or repeal of the Guild Bylaws may be called by the Board of Directors or may be called by a petition signed by twenty percent (20%) of the current General Membership.

Section 2 Minimum notice - The Board shall post notice in the most widely available method of a Bylaws amendment vote to members. At least 45 days' written notice shall be required. Notice shall also be given at the membership meeting at least one (1) month prior to voting.

Section 3 Notice format - The posted notice shall include:

- (a) The time and place of the vote,
- (b) A request that all members be present,
- (c) A brief explanation of the need for the change,
- (d) The exact wording to be voted on, and
- (e) The wording of all parts of the current Bylaws that would be replaced, affected, and/or deleted,
- (f) A solicitation of members' signed comments (75-word maximum) and deadline for comments, and
- (g) Signed comments before the voting date.

Section 4 Requirement for full notice - No Bylaws amendment, including substitute wordings, shall be voted on that has not met the requirements above for minimum notice and notice format.

Section 5 Bylaws procedure - The Bylaws shall be amended or repealed only by a two-thirds majority of members present and voting after full notice has been given and comments have been posted. The Nominating Committee will oversee the voting.

Section 6 Posting Bylaws - The Board shall post the current Bylaws electronically to the Guild web site.

Article VIII: Indemnification

Section 1 Indemnification of Board members - Members of the Board of Directors (hereinafter "Director" or "Directors" and further defined in Section 15 herein) may be indemnified as set forth in this Article.

Section 2 Indemnification Permitted - The Guild may indemnify a person who was, is, or is threatened to be made, a named defendant or respondent in a

proceeding because the person is or was a Director of the Guild, but only if it is determined in accordance with Section 6 hereof that the person:

- (a) Conducted himself or herself in good faith;
- (b) Reasonably believed:
 - (1) In the case of conduct in his or her official capacity as a Director of the Guild, that his or her conduct was in the Guild's best interests; and
 - (2) In all other cases, that his or her conduct was at least not opposed to the Guild's best interests; and
- (c) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

Section 3 Indemnification Not Permitted - Except to the extent permitted by Section 5 of this Article, a Director may not be indemnified under Section 2 hereof in respect of a proceeding:

- (a) in which the person is found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the person's official capacity; or
- (b) in which the person is found liable to the Guild.

Section 4 Effect of Judgment - The termination of a proceeding by judgment, order, settlement, or conviction or on a plea of *nolo contendere* (no contest) or its equivalent is not of itself determinative that the person did not meet the requirements set forth in Section 2 hereof. A person shall be deemed to have been found liable in respect of any claim, issue, or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

Section 5 Payment of Judgments and Settlements - A person may be indemnified under Section 2 hereof against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the proceeding was brought by or on behalf of the Guild or if the person is found liable on the basis that personal benefit was improperly received by the person, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Guild.

Section 6 Determination - A determination of indemnification under Section 2 hereof must be made:

- (a) by a majority voted of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- (b) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- (c) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in Subsection (a) or (b) of this Section 6, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors; or
- (d) by majority vote of the General Membership of the Guild, excluding Directors who are named defendants or respondents in the proceeding.

Section 7 Authorization - Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible to be made, except that, if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by Subsection (c) of Section 7.6 for the selection of special legal counsel.

Section 8 Payment of Expenses upon Successful Defense Additional Mandatory Indemnification - The Guild shall indemnify a Director against reasonable expenses incurred by him or her in connection with a proceeding in which he or she is a named defendant or respondent because he or she is or was a Director, if he or she has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

Section 9 Payment of Expenses in Advance of Final Disposition - Reasonable expenses incurred by a Director who was, is, or is threatened to be made, a named defendant or respondent in a proceeding may be paid or reimbursed by the Guild in advance of the final disposition of the proceeding after:

- (a) the Guild receives a written affirmation by the President of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Director to repay the amount paid or reimbursed if it is ultimately determined that indemnification is prohibited by Section 5 of this Article; and
- (b) a determination that the facts then known to those making the determination would not preclude indemnification under this Article.

Section 10 Written Affirmation of President - The written undertaking required by Section 9 hereof must be an unlimited general obligation of the President but need not be secured. It may be accepted without reference to financial ability to make repayment. Determinations and authorizations of payments under Section 9 hereof must be made in the manner specified in Section 6 hereof for determination that indemnification is permissible.

Section 11 Appearance as Witness - Notwithstanding any other provision of this Article, the Guild may pay or reimburse expenses incurred by a Director in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not named defendant or respondent in the proceeding.

Section 12 Indemnification of Other Persons - The Guild may indemnify and advance expenses to nominees and designees who are not or were not officers, employees, or agents of the Guild who are or were serving at the request of the Guild as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, other enterprise, subcommittee, or employee benefit plan to the same extent that it may indemnify and advance expenses to Directors under this Article.

Section 13 Insurance - The Guild may purchase and maintain insurance, or may self-insure, on behalf of any person who is or was a Director, officer, employee, or agent of the Guild or who is or was serving at the request of the Guild as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, other enterprise, or employee benefit plan, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Guild would have the power to indemnify him or her against that liability under this Article.

Section 14 Definitions - As used in this Article, the following terms have the meaning set forth below:

(a) "Director" means any person who is or was a member of the Board of Directors of the Guild and any person who, while a Director of the Guild, is or was serving at the request of the Guild as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(b) "Expenses" includes court costs and attorneys' fees.

(c) "Official capacity" means:

(1) when used with respect to a Director, the office of Director in the Guild; and

(2) when used with respect to a person other than a Director, the elective or appointive office in the Guild

Article IX: Dissolution

Section 1 Vote – The Guild may be dissolved upon vote of three-fourths of the current membership present and voting, upon minimum 60 days notice.

Section 2 Assets – All assets, after satisfying all outstanding financial obligations, shall be distributed to other non-profit writing organizations as voted by the Board.

Section 3 Notification – In event of dissolution, applicable government agencies shall be formally notified of such dissolution.