

SOUTH SOUND DREAM CENTER BYLAWS

ARTICLE I - NAME, PURPOSE, OFFICES

1. The name of the organization shall be SOUTH SOUND DREAM CENTER ("SSDC").
2. The SSDC is organized exclusively for charitable, religious and educational purposes.
3. The principal office and registered office of SSDC shall be 1420 Auburn Way South, Auburn, Washington 98092, or such other place as the Board of Directors shall from time to time determine.

ARTICLE II - MEMBERSHIP

South Sound Dream Center is a non-member organization

ARTICLE III – EXECUTIVE DIRECTOR

1. Executive Director, Role. SSDC shall have an Executive Director who, in conjunction with the Assistant Executive Director, shall be responsible for overall operations, policy and direction, and may delegate responsibility to staff and volunteers for day-to-day operations.
2. Meetings. The Executive Director shall meet at least once a week at an agreed upon time and place with the Assistant Executive Director. If, due to illness or absence, this is not possible, a simple report may be filed by the Executive Director who is present.
3. If an Executive Director resigns or is removed in accordance with Article III, Section 4, a new Executive Director shall be appointed and approved by the affirmative two-thirds (2/3) vote of the Board of Directors.
4. An Executive Director may be removed by the affirmative two-thirds (2/3) vote of the Board of Directors and the vote of the Assistant Executive Director if, that Executive Director's words or actions lead to a termination or rejection of the LA Dream Center to renew the pastoral alliance and/or the agreement to use the names and logos of the LA Dream Center, or for conduct which is detrimental to SSDC.
5. The monetary compensation of the Executive Directors will be determined by the Board of Directors.

6. Assistant Executive Director, Role: SSDC shall have an Assistant Executive Director who shall be responsible, in conjunction with the Executive Director for overall operations, policy and direction, and will be an accountability partner to the Executive Director. The Assistant Executive Director may be appointed or removed in the same manner as the Executive Director.

ARTICLE IV - BOARD OF DIRECTORS

1: Board Role, Size, Compensation. The Board is to oversee a balanced budget, hold all parties to a strong moral standard, and advise the Executive Director on various issues. The Board shall have up to seven (7) and not fewer than five (5) members unless the number of Directors of the Board shall be changed from time to time by amendment to these Bylaws; provided that no decrease in the number of Directors of the Board shall have the effect of shortening the term of any incumbent Director. The Board shall receive no compensation for their time or services as members of the Board. The Executive Director will also be on the Board.

2. Meetings. The Board shall meet at least once a quarter, at an agreed upon time and place. Special meetings may be called by the Executive Director or the Board President. The Board shall also hold an annual meeting on _____ or at such other agreed date and time for the purpose of electing Directors and officers and transacting such other business as may properly come before the meeting. Meetings shall be held at the principal office or at such other place or places, either within or without the state of Washington, as the Board may from time to time designate.

3. Board Elections. Appointing of new directors will occur as the first item of business at the annual meeting of the corporation. Directors will be nominated by the Executive Director and approved by a majority of the Board.

4. Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be dropped for excess absences from the Board if he/she has two unexcused absences from Board meetings in a year. A Board member may be removed for other reasons by a two-thirds vote of the remaining directors.

5. Terms. All Board members shall serve three year terms, but are eligible to serve for additional terms. (An initial two year term may be implemented for some Board members so that the terms may be staggered).

6. Quorum. A simple majority of the Board of Directors which includes at least one Executive Director constitutes a quorum for the transaction of business and implementation of motions. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without

further notice to any absent Director. Participation by a Director in a meeting by conference telephone or similar means in which all persons participating may hear each other at the same time shall constitute presence at the meeting of such Director.

7. Notice. An official Board meeting requires that each Board member have written notice ten (10) days in advance. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8. Actions by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the directors, or of a committee thereof, may be taken without a meeting by a written consent setting forth the actions so to be taken, signed by all of the directors, or all of the members of the committee, as the case may be, before such action is taken. Such consent shall have the same effect as a unanimous vote. Any such action may also be ratified after it has been taken, either at a meeting of the directors or by unanimous written consent.

9. Vacancies. When a vacancy on the Board exists, nominations for new members may be received from present Board members. These nominations shall be sent out to Board members with the regular Board meeting announcement, for discussion at the next Board meeting. These vacancies will be filled only to the end of the particular Board member's term.

10. Special Meetings. Special meetings of the Board shall be called upon at the request of the Chairman of the Board or Executive Director(s). Notices of special meetings shall be given by the Secretary to each Board member at least five (5) days prior to any such special meeting, but such notice may be waived by any Director.

ARTICLE V – OFFICERS

1. Officers and Duties. The officers of SSDC shall consist of a Chairman of the Board, Secretary, and Treasurer, each of whom shall be elected by the Board. Their duties are as follows:

2. The Chairman. The Chairman of the Board shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order: Secretary and Treasurer. The Chairman shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time.

3. The Secretary. The Secretary shall be responsible for keeping

records of Board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board members, and assuring that corporate records are maintained.

5. The Treasurer. The Treasurer shall make a report at each Board meeting. Treasurer shall chair the finance committee, oversee the budget, and make financial information available to Board members and the public.

6: Vacancies. When a vacancy in any office the Board exists, nominations for new members may be received from present Board members. These nominations shall be sent out to Board members with the regular Board meeting announcement, for discussion at the next Board meeting. These vacancies will be filled only to the end of the particular officer's term.

7. Term –Removal. The officers shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

ARTICLE VI - COMMITTEES

1. The Board may create committees as needed, such as fundraising, housing, etc. The Board Chair appoints all committee chairs.

2: Executive Committee. The officers serve as the members of the Executive Committee. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, subject to the direction and control of the Board of Directors.

3. Finance Committee. The Treasurer is chair of the Finance Committee, which includes at least one other Board member. The Finance Committee is responsible for overseeing the annual balanced budget with staff and other board members. The Board must approve the proposed budget. Any major change in the budget must be approved by the Board or the Executive Directors. The fiscal year shall be the calendar year. Quarterly reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the organization are public information and shall be made available to the membership, Board members and the public.

ARTICLE VII - INDEMNIFICATION

1. **Right to Indemnification.** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") by reason of the fact that he or she is or was a Director or officer of SSDC or, that being or having been such a Director or officer or an employee of SSDC, he or she is or was serving at the request of SSDC as a Director, Director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of the proceeding is alleged action in an official capacity as such a Director, Director, officer, employee or agent or in any other capacity while serving as such a Director, Director, officer, employee or agent, shall be indemnified and held harmless by SSDC to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a Director, Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnitee if SSDC is prohibited by the nonexclusive provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in subparagraph 2 of this Article with respect to the proceedings seeking to enforce rights to indemnification, SSDC shall indemnify any such indemnitee in connection with the proceeding (or part thereof) initiated by such indemnitee only if a proceeding (or part thereof) was authorized or ratified by the Board of Directors.

The right to indemnification conferred in this subparagraph 1 shall be a contract right and shall include the right to be paid by SSDC the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to SSDC of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this subparagraph 1 and (1) upon delivery to SSDC of a written affirmation (hereinafter an "affirmation") by the indemnitee of his or her good faith belief that such indemnitee has met the standard of conduct necessary for indemnification by SSDC pursuant to this Article, or (2) upon such determination (hereinafter a "determination") as may be permitted or required by the Washington Nonprofit Corporation Act or other applicable law.

2. Right of Indemnitee to Bring Suit. If a claim under subparagraph 1 of this Article is not paid in full by SSDC within sixty (60) days after a written claim has been received by SSDC, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against SSDC to recover the unpaid amount of the claim. If successful in whole or in part, in any suit or in a suit brought by SSDC to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation or determination has been tendered to or made by SSDC) and thereafter SSDC shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Neither the failure of SSDC (including the Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances nor an actual determination by SSDC (including the Board of Directors and independent legal counsel) that the indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

3. Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of SSDC, general or specific action of the Board of Directors, contract or otherwise.

4. Insurance, Contracts and Funding. SSDC may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of SSDC or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not SSDC would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. SSDC may enter into contracts with any Director, officer, employee or agent of SSDC in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to insure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

5. Indemnification of Employees and Agents of SSDC. SSDC may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents of SSDC with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of SSDC

or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

ARTICLE VII – AMENDMENTS

The Board of Directors shall have power to make, alter, amend, and repeal the Bylaws at any regular or special meeting of the Board of Directors, provided notice of the proposed amendments shall have been given in writing to every member of the Board of Directors. Any such amendment shall require the affirmative approval of at least two-thirds (2/3) of the Board of Directors.

These Bylaws were approved at a meeting of the Board of Directors on March 1, 2011.