

**RESTATED BYLAWS**  
**OREGON SHAKESPEARE FESTIVAL ASSOCIATION**

**Adopted March 8, 2019**

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**ARTICLE I - NAME AND PURPOSES**

1. The name of this organization, which is a non-profit, public-benefit corporation, is Oregon Shakespeare Festival Association. The Association is dedicated to presenting dramatic productions of high professional quality. The Association is primarily oriented toward productions of the works of William Shakespeare. It also encourages and sponsors productions of other dramatic works.
2. The Association will make constant efforts to enhance the artistic quality of its productions and to improve the physical environment within which they are presented to the public. It will offer opportunities for established professional and aspiring directors, actors and supporting theatre personnel.
3. Through outreach educational activities the Association will encourage the development of an appreciation, among students, teachers, and other potential audiences, of quality theatre and of Shakespeare's works and times.

**ARTICLE II -- MEMBERS**

1. The Association will have no members within the meaning of Oregon Nonprofit Corporation Act and therefore shall have no members entitled to vote on any matter. It will use the term "member" to apply to persons who have made a financial contribution to the Association and who have been granted corresponding benefits.

**ARTICLE III - GOVERNANCE**

1. All powers of the Association shall be executed by or under the authority of, and the business and affairs of the Association managed under the direction of, a Board of Directors. Directors will be elected to the Board by a majority of those present at a duly convened meeting of the Board of Directors of the Association at which time a quorum is present. All directors must be members of the Association.

2. Each year, at the annual meeting of the Board of Directors, the Board will meet and elect from its members a Chair or Co-Chairs, one or more Vice Chairs, Secretary, and Treasurer for terms of one year. The Vice Chair position is optional if Co-Chairs exist. These officers will perform the duties normally associated with their respective offices, within the framework of Board and Association policies. The Secretary shall have responsibility for preparing and distributing to the Board minutes of the directors' meetings and for authenticating records of the Association. No person should be elected Chair who is not able and prepared to:

- direct the affairs of the Board in detail, in close consultation with the Executive Director, Artistic Director, and committee chairs,
- chair substantially all regular session Board and Executive Committee meetings in person,
- participate in important committee discussions, and
- carry out necessary representational functions.

3. The Board of Directors shall vary in number between a minimum of twenty directors and a maximum of fifty directors. The number of directors may be set or changed periodically, within the minimum and maximum limits, by the Board of Directors.

4. All positions on the Board not specifically designated extended-term positions (see below) shall be considered at-large positions. The length of term for an at-large position will be four years beginning (i) at the end of the annual meeting of directors, or (ii) if not elected at the annual meeting, immediately upon election to the Board unless a later date for the beginning of the term is set at the time of the election. A director's term shall continue until the end of the annual meeting of the fourth succeeding year, unless the director is elected at a time other than the annual meeting, in which case the term shall continue until the end of the annual meeting in the year that first gives the director four full years in office. Terms shall be staggered by dividing the number of directors into groups, although the number in such groups need not be uniform. Directors in at-large positions will be eligible to serve, in any one continuous period, a maximum of two consecutive four-year terms.

5. The Board may determine to create up to five extended-term positions on the Board within the minimum and maximum range set above. Directors serving in the extended-term positions shall have the same rights and responsibilities as directors serving in the at-large positions, except as otherwise prescribed in these bylaws. The term "director" as used in these bylaws shall refer to both types of positions unless otherwise noted. The length of term for an extended-term position will be one year beginning at the end of one annual meeting of directors and continuing until the end of the annual meeting of the next succeeding year. Directors serving in extended-term positions may be re-elected to an at-large position without a break in Board service. No director may serve in an extended-term position for more than two consecutive one-year terms. If a director has served in an extended-term position and then is re-elected to the

Board for two successive terms in an at-large position, the director cannot be elected again to an extended-term position or an at-large position without a hiatus of at least one year in Board service. Further details on the extended-term positions shall be specified by the Board in a Board policy titled OSF Board Structures and Leadership (or similarly titled policy).

6. Directors may be removed from the Board, with or without cause, at any duly convened meeting by the vote of two-thirds of the directors then in office, provided that the Board is notified in advance that such action is to be considered at the meeting.

7. Should a vacancy occur on the Board for any reason at a time other than the normal expiration of term, the Board, by a majority vote of those present at a duly convened meeting, may fill the vacancy by electing a director to a new four-year term as provided above. The Board is not required to fill any vacancies.

8. Regular meetings of the Board shall be held at least four times each calendar year at a time and place to be determined by the Board. Notice must be given to all Board members at least seven days prior to each meeting if delivered by mail or three days prior if delivered via email or other electronic means. The Board shall designate the date of the annual meeting of the Board. A majority of the number of Board members in office will constitute a quorum for Board meetings. No Board member may vote by proxy.

9. Special meetings of the Board may be called by the Chair or by written demand of twenty percent of the directors then in office. Any such demand must be given to the Chair at least fifteen days prior to the desired date of the meeting and must specify the purpose of the meeting. Notice of any special meeting must be given to all Board members via electronic communication at least three days prior to the meeting. Only matters identified in the notice may be considered at the special meeting.

10. If mailed, notice of any meeting of the Board shall be deemed to be delivered to any director when deposited in the United States mail, with postage fully prepaid thereon, addressed to the director's most recent address as it appears on the records of the Association. If sent by electronic communication, notice shall be deemed to be delivered when sent to the email address (or equivalent) on file with the Association.

11. Corporate records will be maintained by the Association and made available for inspection in accordance with the Oregon Nonprofit Corporation Act; corporate reports will be delivered in accordance with the same Act.

12. No officers or directors of the corporation shall receive salary or other compensation unless (i) they are employees of the corporation: or (ii) they are consultants whose consulting arrangement has been approved pursuant to the corporation's Conflicts of Interest Policy. Moreover, they shall be entitled to be reimbursed for expenses incurred on behalf of, and at the behest of, the corporation. The corporation shall not lend money to or guarantee the obligation of a director or officer of the corporation.

13. No officer, committee or member of the corporation or other person shall contract or incur any debt on behalf of the corporation or in any way render it liable unless authorized by the Board or by an appropriate officer. No officer, committee or member of the corporation is authorized to promise moral or financial support to any charitable or other objective without the approval of the Board.

14. To the extent not prohibited by law, no uncompensated officer or uncompensated director of the Association, and no uncompensated member of any committee of the Association shall be personally liable for monetary damages for conduct as an uncompensated officer, or uncompensated director of the Association, or as an uncompensated member of a committee of the Association. No amendment to Oregon law that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of an uncompensated officer, or uncompensated director of the Association, or an uncompensated member of a committee of the Association for any act or omission that occurs before the effective date of the amendment.

#### ARTICLE IV – CONFLICTS OF INTEREST

1. Directors shall disclose conflicts of interest and take any steps required with respect to any conflicts of interest in accord with the Association's Conflicts of Interest and Executive Compensation Policy adopted June 16, 2016, as may be amended from time to time, and in accord with any successor Conflicts of Interest Policy adopted by the Board of Directors.

#### ARTICLE V - COMMITTEES

1. There shall be an Executive Committee of the Board which shall include the Chair or Co-Chairs, one or more Vice Chairs, Secretary, Treasurer, and other directors nominated by the Chair and approved by the Board of Directors.

2. The Executive Committee shall have and exercise the powers of the Board of Directors, except for the following powers, which are denied committees under provisions of the Oregon Nonprofit Corporation Act:

- to authorize distributions,
- to approve dissolution, merger or the sale, pledge or transfer of all or substantially all of the corporation's assets,
- to elect, appoint or remove directors or fill vacancies on the Board or on any of its committees, and
- to adopt, amend or repeal the articles or bylaws.

3. The Executive Committee shall meet at the call of the Chair, the Vice Chair, or any two of its members. The Committee will act on behalf of the Board of Directors when in the judgment of the Committee such action cannot await a Board of Directors meeting. A majority of the members of the Executive Committee shall constitute a quorum for its meetings. Notice of meetings of the Executive Committee shall be given at least twenty-four hours in advance to all of its members. Minutes of all meetings of

regular sessions of the Executive Committee will be kept and will be provided to all members of the Board of Directors at the next regularly scheduled Board meeting. Proceedings of Executive Committee meetings held in executive session shall be kept and (at a minimum) shared in summary fashion or orally at the next regularly scheduled Board meeting.

4. The Chair will appoint a Board Governance Committee, which will recommend candidates to the Board for positions specified or allowed in Section III. 2.

5. The Chair will appoint an Audit Committee, which shall be approved by the Board. The composition of this committee shall comply with a Board policy on the Audit Committee.

6. The Chair may also appoint other committees. Committees other than the Executive Committee will be advisory only and will not exercise powers of the Board.

7. All members of the Executive Committee must be members of the Board of Directors. A majority of the members of all other committees must be directors of the corporation.

#### ARTICLE VI – INDEMNIFICATION AND INSURANCE

1. To the fullest extent not prohibited by law, the Association shall defend, advance expenses on behalf of, and indemnify any present or former directors or officers who are made a party to, or threatened to be made a party to, an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association, for expenses, claims, liabilities, indebtedness, penalties, damages, or injuries incurred by or asserted against a person who is or was a director or officer of the Association.

2. To the fullest extent not prohibited by law, the Association may defend, advance expenses, and indemnify on behalf of any present or former employees, agents or volunteers in established volunteer programs of the Association who are made a party to, or threatened to be made a party to, an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding, by or in the right of the Association), by reason of the fact that the person is or was an employee, agent, or volunteer of the Association, for expenses, claims, liabilities, indebtedness, penalties, damages, or injuries incurred by or asserted against an employee, agent, or volunteer of the Association.

3. The Association shall pay for or reimburse the reasonable expenses incurred by any present or former directors or officers in advance of final disposition of a proceeding if the present or former director or officer sets forth in writing (a) the present or former director's or officer's good faith belief that the present or former director, or officer is entitled to indemnification under this Article and the present or former director's or

officer's agreement to repay any expenses advanced if it is ultimately determined that the present or former director or officer is not entitled to indemnification under this Article.

4. The Association may pay for or reimburse the reasonable expenses incurred by any present or former employee, agent, or volunteer in advance of final disposition of a proceeding if the present or former employee, agent, or volunteer sets forth in writing (a) the present or former employee's, agent's, or volunteer's good faith belief that the present or former employee, agent, or volunteer may be indemnified under this Article and the present or former employee's, agent's, or volunteer's agreement to repay any expenses advanced if it is ultimately determined that the present or former employee, agent, or volunteer may not be indemnified under this Article.

5. Indemnification pursuant to the foregoing authority shall not be deemed to be exclusive of any other provisions for indemnification or advancement of expenses to which current and former directors, officers, employees, volunteers, or agents who may be entitled under any statute, bylaw, agreement, general or specific action of the Board of directors, or otherwise.

6. Any repeal of this Article shall be prospective only, and shall not adversely affect any right or protection that is based upon this Article and pertains to an act or omission that occurred prior to the time of such repeal or modification.

7. The Association may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, volunteer, or agent of the Association, or who, while a director, officer, employee, volunteer, or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, volunteer, or agent of another foreign or domestic business or nonprofit Association, partnership, joint venture, trust, employee benefit plan, or other enterprise; however, the Association may not purchase or maintain such insurance to indemnify any director, officer, volunteer, or agent of the Association in connection with any proceeding charging improper personal benefit to the director, officer, volunteer, or agent in which the director, officer, volunteer, or agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, volunteer, or agent.

## ARTICLE VII – NON-DISCRIMINATION

With respect to Board operations and the recruitment of new Board members, the Board shall not engage in any discrimination, harassment, or unwelcome conduct that is based on an individual's race, ethnicity, sexual orientation, gender identity, gender expression, age, religion, disability, ethnic group, ancestry, marital status, military or veteran status, citizenship or immigration status, or any other legally protected status of an individual or that individual's relatives.

## ARTICLE VIII - ENDOWMENT FUND

The Association hereby confirms the relations established by the Trust Agreement of October 12, 1966 creating the Oregon Shakespeare Festival Endowment Fund, Inc., and also confirms the relations established by its successor agreements.

#### ARTICLE IX - AMENDMENTS

Subject to the provisions of the Oregon Nonprofit Corporation Act, these bylaws may be amended or repealed by the affirmative vote of two-thirds of the directors then in office at a duly convened meeting, provided that the Board is notified in advance that such action is to be considered.

#### ARTICLE X - SEVERABILITY

If any provision of these bylaws is held invalid by a court of competent jurisdiction, the invalidity will not affect other provisions that can be given effect without the invalid provision, and to this end the provisions of these bylaws are severable.

The foregoing restated bylaws were adopted at the meeting of the Board of Directors on March 8, 2019 to become effective immediately.

#### OREGON SHAKESPEARE FESTIVAL ASSOCIATION

By Nina Schwenk, Secretary

Date: March 8, 2019