

1 **GREATER SEATTLE AL-ANON INTERGROUP COUNCIL**

2
3 **BYLAWS**

4
5
6 **SECTION 1. NAME**

7
8 The name of the organization is Greater Seattle Al-Anon Intergroup Council and shall have the
9 trade name Al-Anon Information Service (together, "AIS").

10
11 **SECTION 2. PURPOSE**

12
13 **2.1 Nonprofit Purpose.** AIS shall operate exclusively for charitable and educational purposes
14 pursuant to section 501(c)(3) of the Internal Revenue Code. AIS shall be guided by the principles
15 of Al-Anon to serve Al-Anon and Alateen, which are mutual support programs for those whose
16 lives have been affected by another's drinking. AIS is guided by the Twelve Traditions of Unity,
17 the Twelve Concepts of Service, and the principles and practices of Al-Anon which are
18 incorporated herein, most importantly by the First Tradition: "Our common welfare should come
19 first; personal progress for the greatest number depends upon unity." These Bylaws are intended
20 as an instrument to preserve Al-Anon unity.

21
22 **2.2 Objectives.** AIS shall be guided by these objectives:

- 23
24 2.2.1 Cooperate with member Groups and Districts in their efforts to make the public
25 aware that Al-Anon and Alateen are for relatives and friends of alcoholics.
26 2.2.2 Act as a point of contact with Al-Anon and Alateen for the general public.
27 2.2.3 Serve as a "clearinghouse" for member Groups' and Districts' activities and
28 information.
29 2.2.4 Serve as a communication center for member Groups and Districts with respect
30 to matters of local policy, publicity, and interest.
31 2.2.5 Serve as a literature distribution center (LDC).

32
33 **2.3 Standing Rules and Procedures Manual (SRPM).** AIS shall be governed by the general
34 operating procedures contained in the Standing Rules and Procedure Manual (SRPM). The SRPM
35 is a separate and distinct document from these Bylaws and shall comply with the AIS Bylaws. If
36 there is a conflict between these Bylaws and the SRPM, these Bylaws shall govern.

37
38 **SECTION 3. MEMBERS**

39
40 **3.1 Membership Eligibility.** The Members consist of a delegate from each Al-Anon group
41 ("Group") located in Al-Anon Family Groups (AFG) Districts 14 through 22 in the state of
42 Washington ("WA Area") that wishes to send a delegate. The Members shall be referred to
43 individually as Delegates and collectively as the Council in these Bylaws.
44

1 **3.2 Delegate Requirements.** Each Delegate shall abide by the Al-Anon Twelve Traditions of
2 Unity and the Twelve Concepts of Service and shall serve anyone whose life is or has been affected
3 by someone else’s drinking.
4

5 **3.3 Representatives and Alternates.** Each Group may elect a Delegate from among its
6 members to serve as the Information Service Representative (ISR) on the AIS Council. The
7 Alternate Group Representative (AGR) from each Group generally serves as the ISR. The Group
8 Representative (GR) from each Group generally serves as the Alternate Information Service
9 Representative (AISR). (*Reference: Al-Anon/Alateen Service Manual*).
10

11 **3.4 Restrictions on Eligibility to Serve.** No person who is a member of Alcoholics
12 Anonymous (AA) may serve as a GR, AGR, ISR or AISR. (*Reference: Al-Anon/Alateen Service*
13 *Manual*).
14

15 **3.5 Role of Council.** The Council shall oversee AIS operations, including the budget and
16 ensuring the AIS objectives are met.
17

18 **3.6 Annual Meeting.** The Annual Meeting of the Delegates (“Council Meetings”) shall be
19 held in November of each year or at such other convenient date and time during the year as the
20 Directors shall determine. At any Annual Meeting, the Delegates may transact any other lawful
21 business.
22

23 **3.7 Special Meetings.** Special meetings of the Council may be called by the President or by a
24 minimum of three (3) Delegates or Directors. At any Special Meeting of the Council, only the
25 business purpose specified in the Notice shall be conducted unless all Delegates are present or
26 consent to conducting other business.
27

28 **3.8 Attendance.** Council meetings shall be attended by Delegates (ISRs or their AISRs),
29 Officers, and Coordinators (committee chairs). Any member of Al-Anon or Alateen from a Group
30 in Districts 14-22 is welcome to attend.
31

32 **3.9 Notice of Meetings.** Notice of the Annual Meeting or any Special Meeting shall comply
33 with Section 6 of these Bylaws.
34

35 **3.10 Participation in Meetings.** A Member may participate in any Annual or Special Meeting
36 of the Members in person or by remote communication as provided in RCW 24.03A.485.
37

38 **3.11 Quorum.** A quorum exists at any Annual or Special Meeting of the Delegates if at least
39 ten percent (10%) of the Delegates are present in person or by remote communication at a properly-
40 called Meeting.
41

42 **3.12 Voting.** Each Delegate is entitled to one (1) vote. Unless otherwise provided in the
43 Articles or these Bylaws, any action to be taken by the Delegates shall be made by substantial
44 unanimity, as defined in the *Al-Anon/Alateen Service Manual*, of the Delegates in present in
45 person, or by remote communication at a properly-called Meeting where a quorum is present.
46

1 **4.10 Voting.** Each Director has one (1) vote. Directors may vote in person, by ballot, by remote
2 communication, or by electronic transmission. Any action to be taken by the Directors shall be
3 made by substantial unanimity, as defined in the *Al-Anon/Alateen Service Manual*, of the Directors
4 present in person or by remote communication at a properly-called Meeting where a quorum is
5 present. Cumulative voting and voting by proxy or by attorney-in-fact is not permitted.
6

7 **4.11 Consent in Lieu of Meeting.** In lieu of attending any Meeting of the Directors, the
8 Directors may take any action by unanimous written consent.
9

10 **4.12 AIS Liaison.** The Chair or the Board shall designate from among the Board an AIS Liaison
11 to the Area World Service Committee (AWSC), as defined in *Al-Anon/Alateen Service*
12 *Manual*, who shall serve a term of one (1) year. The AIS Liaison:
13

14 4.12.1 Attends the two (2) Area World Service Committee (AWSC) meetings each year
15 at the expense of AIS.

16 4.12.2 Serves as the information link between AIS and WA Area, encouraging the
17 exchange of information between the two (2) entities.

18 4.12.3 Votes at the AWSC meetings, but not at any other WA Area meetings.
19

20 **4.13 Removal of Board Members.** The Board serves at the pleasure of the Council and any
21 Board member may be removed with or without cause.
22

23 **Board Process.** The Board may remove, by majority vote, any Board member who has unexcused
24 absences from two (2) consecutive meetings of the Board. The Board may also vote to remove a
25 member, by substantial unanimity, as defined in the *Al-Anon/Alateen Service Manual*, for non-
26 absence related reasons, including, but not limited to the following: breach of fiduciary duty to
27 AIS; reasonable evidence that a member has committed fraud, a serious breach of ethics, or a crime
28 involving moral turpitude; or the member engages in theft or dishonest conduct in connection with
29 AIS.
30

31 **4.13.1 Council Process.** The Council, at any Regular or Special meeting, may remove
32 any Director from office, by substantial unanimity, as defined in the *Al-Anon/Alateen Service*
33 *Manual*, any Director.
34

35 SECTION 5. OFFICERS 36

37 **5.1 Officers.** The day-to-day operations of AIS shall be managed by the Officers, which shall
38 consist of a Chair,/President, Vice Chair, Secretary, and Treasurer and such other Officers as the
39 Directors designate from time to time. Officers shall have experience, stability, and an
40 understanding of the Twelve Traditions of Unity, the Twelve Concepts of Service, the *Al-*
41 *Anon/Alateen Service Manual*, these Bylaws, and have ample time to perform their duties. Except
42 for the Chair, the Officers and Board members, may also continue to act in the capacity of an ISR
43 or an AISR. In addition to the duties referenced in the SPRM, the Officers shall have the duties
44 specified below.
45

1 **5.2 Eligibility.** An Officer must be a member of a Member Group in WA Area Districts 14
2 through 22. An Al-Anon or Alateen member who is also a member of Alcoholics Anonymous
3 (AA) may not serve as an Officer. (*Reference: Al-Anon/Alateen Service Manual*)
4

5 **5.3 Chair/President.** The Chair serves as the President of AIS, presides at all meetings of the
6 Members, the Board of Directors, and the Executive Committee, and ensures that the duties of the
7 Council, the Board, and the Executive Committee are implemented. The Chair is the chief
8 executive officer of AIS. The Chair is duly authorized to bind AIS on contracts and transactions
9 on behalf of AIS with the approval of a majority of the Directors, except for emergencies. The
10 Chair shall appoint a Coordinator for each Committee and/or Liaison position established by the
11 Board or the *Al-Anon/Alateen Service Manual*.
12

13 **5.4 Vice Chair.** The Vice Chair shall fulfill the role of the Chair in the Chair's absence, and
14 shall perform such other duties as the Chair or Directors assign.
15

16 **5.5 Treasurer.** The Treasurer shall maintain the financial records of AIS and shall prepare a
17 budget, financial statements, and annual financial report as required by Section 11 and shall ensure
18 that AIS's Annual Report is filed with the Washington Secretary of State. The Treasurer shall
19 ensure that all tax returns are filed timely with the state and federal taxing authorities.
20

21 **5.6 Secretary.** The Secretary records minutes at meetings of the Council, the Board, and
22 the Executive Committee and maintains the Motion Log for AIS, Member records, and those
23 records designated in Section 12.
24

25 **5.7 Election.** Officers are elected by a simple majority, with a voice vote, show of hands, or
26 written ballot, at the Annual Meeting of the Council where a quorum is present.
27

28 **5.8 Term.** Each Officer shall serve for a minimum of one (1) year beginning on January 1, or
29 until the officer resigns, is removed, or a successor is appointed, unless a different term is specified.
30 (*Reference: Al-Anon/Alateen Service Manual*). The appointment of Officers may be staggered to
31 ensure continuous coverage.
32

33 **5.9 Removal.** The Officers shall serve at the pleasure of the Directors and may be removed by
34 the Directors by substantial unanimity, as defined in the *Al-Anon/Alateen Service Manual*, at any
35 time with or without cause.
36

37 **5.10 Vacancies.** Vacancies and unexpired terms are filled temporarily by appointment by the
38 Chair and elected by the Delegates at the next regular Council meeting.
39

40 **Section 6. Notices**

41
42 **6.1 Who is Entitled to Notice.** The record date for determining the Delegates entitled to
43 receive Notice of an Annual or Special Meeting of the Council or a Special Meeting of the Board
44 of Directors called by the Members is the day prior to the date the Notice is given to the Delegates.
45 Only Delegates entitled to vote on the record date are entitled to Notice of Council or Board of
46 Directors meetings. Except for Notice of a Special Meeting of the Board of Directors called by

1 the Delegates, Notice of Meetings of the Board of Directors is not required to be given to the
2 Delegates; however, Delegates are welcome to attend any Meeting of the Directors and may
3 request notice of any Meeting of the Directors at any time.
4

5 **6.2 Content of Notice.** Except as otherwise specified in this section, whenever Notice is
6 required to be given by these Bylaws or law, the Notice shall be in writing and shall specify the
7 date, time, place of the meeting. For any meeting at which one or more Delegates may participate
8 by means of remote communication, AIS shall deliver the Notice of the meeting to each Delegate
9 by a means which the Delegate has authorized and provide complete instructions for participating
10 in the meeting by remote communication. Whenever notice would otherwise be required to be
11 given pursuant to these Bylaws or law, the Notice need not be given if Notice of two (2)
12 consecutive Annual Meetings, and all Notices of meetings given during the period between those
13 two (2) consecutive Annual Meetings, have been returned undeliverable or could not be delivered.
14 If a Delegate delivers to AIS a notice stating the Delegate's then current address, then the
15 requirement that Notice be given to that Delegate is reinstated as of the date that the current address
16 is provided.
17

18 **6.3 Annual Meetings.** Notice of the Annual Meetings of the Council shall be provided to those
19 persons entitled to vote at the Meeting at least ten (10) days and not more than sixty (60) days to
20 prior to the Annual Meeting date. The purpose of the Annual Meeting need not be stated.
21

22 **6.4 Special Meetings.** Notice of Special Meetings of the Council shall be provided to those
23 Delegates entitled to vote at least ten (10) days and not more than sixty (60) days prior to the
24 Special Meeting date and shall state the purpose of the Meeting. Special Meetings of the Board
25 of Directors called by the Directors or any of them may be held with forty-eight (48) hours' notice
26 and need not state the purpose unless the purpose of the Meeting is to remove a Director.
27 Emergency meetings of the Board of Directors may be called by the Directors or any them utilizing
28 any form of notice then in use by the Directors, such as telephone or text. Notice of a Special
29 Meeting of the Board of Directors called by the Delegates shall be provided to the Delegates at
30 least ten (10) days in advance of the Special Meeting and shall state the purpose of the Meeting.
31

32 **6.5 Regular Meetings.** Regular meetings of the Council are not required but may be
33 established by the Members at any Annual Meeting or at any Special Meeting called for that
34 purpose at least ten (10) days in advance of the next-scheduled regular meeting. The Directors
35 may hold regular meetings at such times and places as they shall fix without notice to the Council.
36

37 **6.6 How Notice is Given.** Notice of Annual or Special Meetings may be made by personal
38 delivery, mail, email, fax, or other electronic transmission. Notice of regular Meetings may be
39 made by either providing a copy of the schedule of Meeting for the current year to the Members
40 or posting the same on AIS website. Notice to Delegates and Directors shall include any material
41 required or permitted to accompany the Notice.
42

43 **6.7 Waiver of Notice.** A Delegate or Director may waive Notice in a signed writing delivered
44 to the Secretary of AIS no more than sixty (60) days before or sixty (60) days after the date and
45 time stated in the Notice of the Meeting or action. A Delegate or Director waives Notice of a
46 Meeting by attendance at a Meeting unless the person, at the beginning of the Meeting or

1 immediately upon arrival at the Meeting, objects to holding the Meeting or transacting business at
2 the Meeting.

3
4 **6.8 When Notice is Effective.**

5
6 **6.8.1 Electronic Transmission.** Notice provided in an electronic transmission is effective
7 when the notice is delivered by electronic transmission to the Delegate’s or Director’s email
8 address shown in the current AIS records.

9
10 **6.8.2 Notice by Mail.** Notice by mail is effective five days after deposit in the United
11 States Mail or with a commercial delivery services if the postage or delivery charge is paid and
12 the notice is correctly addressed to the member’s address shown in AIS’s current record of
13 Delegates.

14
15 **6.8.3 Notice by Personal Delivery.** Notice by personal delivery is effective when left at
16 the recipient’s residence.

17
18 **SECTION 7. EXECUTIVE COMMITTEE**

19
20 The Executive Committee consists of the four (4) Officers named in Section 5. Its purpose is to
21 provide responsible emergency decision making between the Board and Council meetings, so that
22 the Chair has official support and AIS is protected against unprecedented situations. It follows the
23 guidelines for the Board. Any actions shall be reported at the next Council meeting.

24
25 **SECTION 8. COMMITTEES**

26
27 **8.1 Standing Committees.** Standing committees are listed in the SRPM. All standing
28 committees have Coordinators as chairpersons. Coordinators are appointed by the AIS Chair for a
29 minimum term of one (1) year commencing on January 1 and ending on December 31. To be
30 eligible to serve on a Standing Committee, a Coordinator must be a member of a Member Group
31 in WA Area Districts 14 through 22. An Al-Anon or Alateen member who is also a member of
32 Alcoholics Anonymous (AA) is not eligible to serve as a Coordinator. The AIS Chair may appoint
33 additional persons to fill any vacancies on a standing Committee that may arise during the year.
34 Coordinators support the Districts and the Groups in the dissemination of information to Al-Anon
35 and Alateen members and to the general public. Coordinators may have specific duties at the AIS
36 level as listed in the SRPM. The standing committees consist of Al-Anon and Alateen members
37 who serve at the request of the Coordinator.

38
39 **8.2 Other Committees.** The Board may establish or eliminate such other Committees as the
40 Board determines are necessary and shall appoint a Chair of each Committee to serve as a liaison
41 to the Board or the Council on all matters relating to the Committee.

42
43 **SECTION 9. PARLIAMENTARY PROCEDURE**

1 Unless they conflict with the Twelve Traditions of Unity, the Twelve Concepts of Service, or these
2 Bylaws, the most recent edition of the *AI-Anon/Alateen Service Manual* may be used as a guide in
3 conducting AIS meetings.
4

5 SECTION 10. CONFLICTS OF INTEREST 6

7 **10.1 Definitions and Examples.** As used in these By-Laws, the term “actual or potential
8 personal or financial interest” means any existing or possible interest which the person now has or
9 may have regarding any business of AIS.
10

11 **10.2 Requirement to Abstain from Voting.** No Director may vote on any matter in which he
12 or she has a personal or financial interest.
13

14 **10.3 Requirement to Abstain from Decision Making.** No Director may participate in decision
15 making regarding any matter in which the Director has a personal or financial interest and may not
16 attempt to influence any Director.
17

18 **10.4 Duty to Disclose.** A Director who has any actual or potential personal or financial interest
19 in any matter involving AIS has a duty to disclose the actual or potential interest to AIS.
20

21 **10.5 Violations.** If a Director fails to disclose a conflict of interest and/or violates the provisions
22 of this decision making regarding a matter in violation of this Article, the Directors shall determine
23 whether the outcome would have been different. If so, the Directors shall take appropriate action
24 immediately to remedy the situation, which may include cancelling contracts or scheduling a new
25 vote. The Directors shall fully disclose in Minutes or a Consent the actions taken to remedy the
26 violation of this Article.
27

28 SECTION 11. FINANCIAL 29

30 **11.1 Fiscal Year.** AIS shall operate on a fiscal year commencing on January 1 and terminating
31 the following December 31.
32

33 **11.2 Financial Accounts.** AIS shall maintain one or more financial accounts in the name of
34 AIS as the Board of Directors determines with the Chair and Treasurer designated as signers on
35 all accounts. The Chair and the Treasurer shall have signing authority on all Corporation financial
36 accounts unless otherwise determined by resolution of the Board of Directors, provided that
37 minimum of two (2) Officers shall be signers on all financial accounts at any time.
38

39 **11.3 Deposits.** All funds of AIS shall be deposited to the credit of AIS in a financial account
40 maintained by AIS and designated by the Treasurer.
41

42 **11.4 Loans.** No loans shall be contracted on behalf of AIS and no evidences of indebtedness
43 shall be issued in AIS name unless authorized by a resolution of the Board of Directors. Such
44 authority may be general or limited to a specific loan. No Director, Officer, or Member may lend
45 money to or borrow money from AIS.
46

1 **11.5 Contracts.** The Directors may authorize any Officer or Officers, agent or agents, to enter
2 into any contract or execute and deliver any instrument in the name of and on behalf of AIS, and
3 such authority may be general or limited to a specific contract. Notwithstanding the foregoing,
4 the President has the authority to contract for emergency services necessary to protect life,
5 Corporation property, or prevent or minimize liability up to the amount of \$500 without the prior
6 authorization of the Board, provided that such contract does not violate Section 10 of these Bylaws.
7 The President shall immediately notify the Directors and shall provide all details regarding the
8 contract.

9
10 **11.6 Financial Statements.** Financial statements detailing the income and expenses of AIS
11 shall be prepared quarterly by the Treasurer and provided to the Board of Directors. An annual
12 financial report and annual financial statements shall be prepared and provided to the Members at
13 or prior to the Annual Meeting of the Members.

14
15 **11.7 Budget.** No later than ten (10) days prior to the date of the Annual Meeting of the
16 Members, the Board of Directors shall prepare and recommend a budget for the upcoming fiscal
17 year.

18 **SECTION 12. BOOKS AND RECORDS**

19
20
21 **12.1 Books and Records.** The President shall ensure that AIS maintains adequate books and
22 records, which records shall be kept and managed as provided in these Bylaws. The records may
23 be maintained in an electronic or paper format.

24
25 **12.2 Financial Records.** AIS shall maintain financial records sufficiently detailed to enable AIS
26 to fully declare to each Member the true statement of its financial status and such records are the
27 property of AIS.

28
29 **12.3 Corporation Records.** The Secretary shall maintain the following records of AIS either in
30 paper format or electronically:

31
32 **12.3.1** All of AIS's filings with the Washington Secretary of State;

33 **12.3.2** All duly-adopted Bylaws of AIS and any amendments thereto;

34 **12.3.3** Minutes of all meetings of the Members and of the Board of Directors;

35 **12.3.4** Consents in Lieu of Meetings signed by the Directors;

36 **12.3.5** All Notices and other written communications to the Members within the past six
37 (6) years, including the financial statements furnished to the Members for the past six (6) years;
38 and

39 **12.3.6** A list of the names and email addresses of AIS's current Directors and Officers.

40
41 **12.4 Delegate Records.** The Secretary shall maintain a record of AIS's Delegates in a form that
42 permits preparation of a list of the first names and email addresses of all Delegates. The
43 Membership List shall be available for inspection by the Delegates, beginning two (2) business
44 days after notice of a Meeting is given for which the list was prepared and continuing through the
45 date of the Meeting, at a place identified in the Meeting notice. A Delegate or the Delegate's
46 agent, on written demand, may inspect, subject to the requirements and limitations of RCW

1 24.03A.405(1) and the requirements of RCW 24.03A.215(4), and copy the list during regular
2 business hours and at the Delegate’s expense during the period when the Delegate List is available
3 for inspection. No Delegate may sell the Delegate records or use the Delegate records to solicit
4 the Delegates or for other commercial purposes or financial gain.

5
6 **12.5 Inspection of Books and Records.** AIS’s books and records shall be available for
7 inspection and copying by the Delegates and their respective authorized agents on reasonable
8 advance notice during normal working hours at the offices of AIS. AIS shall not release the
9 unpublished telephone number of any owner. AIS may impose and collect a reasonable charge for
10 copies and any reasonable costs incurred by the association in providing access to records.

11
12 **SECTION 13. AMENDMENTS**

13
14 Upon sixty (60) days’ advance notice to the Directors, these Bylaws may be amended by the Board
15 of Directors at any Meeting of the Directors called for that purpose where a quorum exists by
16 substantial unanimity, as defined in the *Al-Anon/Alateen Service Manual*. Upon adoption of
17 Bylaws or amended Bylaws, the Secretary shall provide copies to the Delegates and post the
18 Bylaws on the AIS website (if applicable) within ten (10) days of adoption. The Delegates may
19 override the Bylaws adopted by the Directors, or any provision thereof, by substantial unanimity,
20 as defined in the *Al-Anon/Alateen Manual*, of the Delegates present in person at any Special
21 Meeting of the Members called for that purpose or at any Annual Meeting.

22
23 **SECTION 14. INDEMNIFICATION**

24
25 **14.1 Indemnification Authorized.** AIS shall provide to any person who is a Delegate,
26 Director, Officer, committee member, or volunteer or is or was serving at the request of AIS as a
27 Delegate, Director or Officer of AIS, an indemnity against expenses of suit, litigation or other
28 proceedings to the extent permissible under applicable law. AIS shall indemnify a Delegate,
29 Director or Officer against all expenses, including attorney fees, reasonably incurred by or imposed
30 upon a Delegate, Director or Officer in connection with any proceeding to which they may be
31 made a party, or in which the Delegate, Director or Officer may become involved, by reason of
32 the Delegate, Director or Officer being or having been a Delegate, Director or Officer of AIS ,
33 whether or not the person was a Delegate, Director or Officer at the time such expenses are
34 incurred, provided that the Delegate, Director or Officer acted in good faith or reasonably believed
35 that the Delegate, Director’s or Officer’s conduct was in the best interests of AIS or at least not
36 opposed to the best interests of AIS. AIS may not indemnify a Delegate, Director, or Officer where
37 the Delegate, Officer, or Director is adjudged liable to AIS or where the Delegate, Director, or
38 Officer was adjudged liable on the basis that personal benefit was improperly received.

39
40 **14.2 Approval of Settlement Required.** In the event of a settlement, the foregoing
41 indemnification shall apply only when the Board of Directors approves such settlement.

42
43 **14.3 Insurance.** AIS shall maintain insurance at its expense covering itself and any Delegate,
44 Director, Officer, Coordinator, employee, volunteer, or agent of AIS. .

1
2 **14.4 Limitation on Liability.** Neither the failure of AIS (including its Delegates, Directors,
3 Officers, and independent legal counsel) to timely make a determination that indemnification or
4 reimbursement or advancement of expenses of the claimant is proper in the circumstances, nor an
5 actual determination by AIS (including its Delegates, Directors, Officers, or independent legal
6 counsel) that the claimant is not entitled to indemnification or to the reimbursement of
7 advancement of expenses, shall not be a defense to any action or create a presumption that the
8 claimant is not so entitled.
9

10 **14.5 Actions in Good Faith.** Indemnification by AIS shall be presumed unless a
11 determination is decided by a majority vote of the Board of Directors that the defendant in the
12 claim or action did not reasonably act in good faith, did not act in the best interest of AIS, exceeded
13 the defendant's scope of authority, or acted unlawfully.
14

15 **14.6 Non-Exclusivity of Rights.** The right to indemnification and the payment of expenses
16 incurred in defending a proceeding in advance of its final disposition conferred in this Article shall
17 not be exclusive of any other right which any person may have or hereafter acquire under any
18 statute, provision of the Articles of Incorporation, these Bylaws, agreement, or vote of the
19 Members or disinterested Directors.
20

21 **SECTION 15. CONTRIBUTIONS AND SUPPORT**

22

23 **15.1 Financial Support.** Although not a condition of Membership, traditionally, it is suggested
24 that it is the responsibility of the Groups to make voluntary financial and service contributions to
25 AIS on a regular basis, according to their Group conscience.
26

27 **15.2 Local Al-Anon and Alateen.** AIS does not seek support beyond the WA Area nor from
28 any source except Al-Anon and Alateen members, Groups, and Districts. Procedures regarding
29 donations shall be in accordance with the *Al-Anon/Alateen Service Manual*.
30

31 **SECTION 16. DISSOLUTION**

32

33 **16.1 Dissolution.** AIS may be dissolved in accordance with Washington law.
34

35 **16.2 Distribution of Assets.** Upon dissolution, after paying or making provision for payment
36 of all liabilities, AIS shall dispose of all its assets to Al-Anon Family Group Headquarters, Inc. or
37 to such organization or organizations as determined by the Delegates or the Directors as are
38 organized and operated exclusively for the charitable, educational, religious or scientific purposes
39 as shall at the time qualify as an exempt organization or organizations under 501(c)(3) of the
40 Internal Revenue Code of 1954 (as amended).
41

42 **SECTION 17. DISPUTES**

43

44 If a dispute arises between or among any Delegate, Director, or Officer that cannot be resolved,
45 the parties to the dispute shall submit the dispute to mediation before any party may file a lawsuit
46 except in the case where injunctive relief is sought. Notice of a request for mediation shall be

1 mailed, emailed, or personally delivered to the other party or parties. Within 10 days of the date
2 of notice, the parties shall select a mutually-agreed mediator. If the parties cannot agree upon a
3 mediator within 10 days from the date of notice, each shall select a mediator, and the selected
4 mediators shall agree upon an independent mediator to mediate the dispute within 20 days from
5 the date of notice. The parties shall cooperate in good faith to schedule mediation. The parties
6 shall share the costs of mediation equally. If the dispute is not resolved by mediation, the dispute
7 shall be submitted to binding arbitration with Seattle JAMS following the same protocol outlined
8 above for mediation.

9
10 **SECTION 18. CERTIFICATION OF ADOPTION**

11
12 The undersigned Secretary of AIS shall certifies that the foregoing Bylaws were adopted by the
13 Delegates on August 11, 2022.

14
15
16 */s/ Elizabeth G.* _____

17 Elizabeth G.