

**BYLAWS
OF THE
CONSORTIUM OF UNIVERSITIES
OF THE WASHINGTON METROPOLITAN AREA**

I. NAME

The name of the corporation is the Consortium of Universities of the Washington Metropolitan Area (herein after called the "Consortium").

II. MISSION AND PURPOSE

The Consortium of Universities of the Washington Metropolitan Area is a non-profit educational association created by private and public nonprofit higher education institutions that offer regionally accredited undergraduate and/or graduate degree programs in the Metropolitan Washington area.

Within the limits of its Articles of Incorporation, the Consortium:

- A. provides a forum for members to share common ideas and concerns;
- B. is committed to the advancement of higher education in the region;
- C. promotes the role of higher education in the region's economic and cultural vitality;
- D. serves as a vehicle through which the members share resources and cooperate for the benefit of students, faculty, and the community;
- E. provides leadership on matters related to higher education in the community and in the various locations in which its members reside; and
- F. promotes cooperation and communication between member institutions and local, state, and national governments.

III. Members

A. Requirements for Voting Member Status

A Voting Member shall be (1) an institution of higher education, (2) exempt from federal income taxation pursuant to Internal Revenue Code ("IRC") Section 115 or Section 501 (C)(3), (3) that maintains regional accreditation, (4) whose main campus (Home Office) is located in the Washington, DC, metropolitan area -- defined as the District of Columbia and the adjoining counties in Maryland and Virginia, (5) that offers at least one accredited Undergraduate or Graduate Degree, (6) whose mission is

congruent with the mission of the existing members, (7) whose application is approved by two-thirds vote of a quorum of the Board of Trustees, and (8) that pays such dues, assessments, fees and other amounts required of Participants by the Consortium. The following institutions shall be Voting Members so long as they shall meet the requirements for Voting Member status set forth herein or until their Voting Member status shall be terminated pursuant to these Bylaws:

American University
The Catholic University of America
Gallaudet University
George Mason University
The George Washington University
Georgetown University
Howard University
Marymount University
Montgomery College
National Defense University
National Intelligence University
Northern Virginia Community College
Prince George's Community College
Trinity Washington University
Uniformed Services University of the Health Sciences
University of the District of Columbia
University of Maryland College Park
University of Maryland Global Campus

B. Additional Members

Additional Members may be admitted upon either 1) showing that they meet the requirements for Voting Member status set forth in Subsection A of this section or 2) meeting non-voting member standards approved by a two-thirds vote of a quorum of the Board of Trustees; and upon having their nomination approved by a two-thirds vote of a quorum of the Board of Trustees.

IV. BOARD OF TRUSTEES

A. Authority and Number

The concerns, direction and management of the affairs of the Consortium shall be vested in a Board of Directors ("Board of Trustees") as defined in the District of Columbia Non-Profit Corporation Act, which shall pursue such policies and principles as shall be in accordance with the provisions of applicable law, the Articles of Incorporation, these Bylaws and the statutes of the District of Columbia. The Board of Trustees shall exercise all powers of the Consortium as provided in the District of Columbia Non-Profit Corporation Act as may be necessary to carry out its purposes. The number of Trustees

shall be the number of Voting Members plus the President & Chief Executive Officer. At least one Trustee must be a resident of the District of Columbia.

B. The Board of Trustees

(1) Presidents

The President (or the person performing the duties of the office of the president) of each Voting Member shall be entitled to be members of the Board of Trustees.

(2) President and Chief Executive Officer as Trustee

The Board of Trustees shall include the President and Chief Executive Officer of the Consortium.

C. Term of Service of (PRESIDENT) Trustees

Trustees shall be appointed to serve for three years or for the period of time in which they serve as president (or the person performing the duties of the office of the president) of the voting member if less than three years. Reappointments shall be made for succeeding three year terms for so long as the trustee remains as president (or the person performing the duties of the office of the president) of the voting member.

D. Meetings of the Board of Trustees

(1) Annual Meeting

The annual meeting of the Board of Trustees shall be held on the date of the Spring meeting of the Board in each year or on such other date as the Board of Trustees may from time to time determine. This meeting and all other meetings of the Board of Trustees shall be held at such time and place within the Washington Metropolitan area or virtually as the Chair shall from time to time order or direct upon with at least 10 days advance written notice.

(2) Other Meetings

Meetings of the Board of Trustees, other than the annual meeting, shall be held any time upon the call of the Chair or seven Trustees by written notice served personally upon or mailed to the usual address of each Trustee, at least ten days prior to the meeting. Such notice may be waived by written waiver signed by a majority of the members of the Board of Trustees.

(3) Chair's Report

The Chair of the Board of Trustees shall annually make a report to the Board of Trustees stating the condition of the affairs of the Consortium.

E. Quorum and Voting

Except as provided in Article III, Section B and Article XII, at all meetings of the Board of Trustees, a majority of the members then in office shall constitute a quorum for the transaction of business and the act of a majority present at any meeting at which a quorum is present shall be the act of the Board of Trustees.

F. Additional Committees

(1) Search Committee, an ad hoc committee consisting of one member designated by the President of each voting member who shall desire to appoint such a member. This Committee shall be chaired by a member of the Board of Trustees.

(2) Audit Committee, consisting of at least three and no more than six members of the Board of Trustees, assists the Board of Trustees in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control over financial reporting, the audit process, and the Consortium's process for monitoring compliance with laws and regulations and the code of conduct. The audit committee has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Retain outside counsel, accountants or others to advise the committee or assist in the conduct of an investigation;
- Seek any information it requires from employees – all of whom are directed to cooperate with the committee's requests – or external parties;
- Meet with company officers, external auditors or outside counsel, as necessary.

The audit committee will report its findings at least annually to the Board of Trustees, and more often if warranted by circumstances.

(3) Executive Committee shall exercise such powers and functions as may be delegated to it by the Board of Trustees. The Executive Committee shall be responsible to and shall report to the Board of Trustees. Membership of the Executive Committee shall consist of the Chair, Vice Chair, and immediate Past Chair.

(4) Additional Committees. The Board of Trustees may provide for, and assign duties to, additional standing or other committees.

G. Compensation of Trustees

The Trustees shall receive no compensation for their services as Trustees. They may, however, be compensated for their expenses to the extent that such payment is necessary to make possible attendance at any annual or special meeting. Expenses may be allowed for other meetings authorized by the Board of Trustees.

H. Fellowships and Loans

The Board of Trustees shall have power and authority to provide for, grant and make regulations governing scholarships, fellowships, assistantships and internships, and to make loans to persons qualifying therefore. In addition, the Board of Trustees shall have the authority to apply for, receive, and administer funds including loans to support the foregoing and to administer the programs of study for those persons who are appointed as scholars, fellows, assistants, or interns, and to apply for, receive, and administer funds used to make loans to students whether or not such students are enrolled in institutions participating in the Consortium.

I. Faculty

The Board of Trustees shall have the authority to apply for, receive, and administer funds to support faculty appointments and to determine responsibilities of those faculty members who are appointed.

J. Granting of Degrees

The Consortium has by its Articles of Incorporation the power and authority to grant degrees. However, except in the case of honorary degrees, this authority will be exercised only through one of the Participant institutions and any degree granted shall be granted by the institution in which the student is enrolled at the time of becoming eligible for his degree. Honorary degrees shall be granted by the Consortium only by unanimous consent of the Board of Trustees.

V. OFFICERS

A. Designation

The Officers of the Consortium are the Chair, Vice-Chair (Chair-Elect), President & Chief Executive Officer, Secretary, and Treasurer. The Board of Trustees at its annual meeting, or at any meeting of the Board of Trustees duly called for the purpose of election of officers, shall elect from among its Trustees who are Presidents of Participants, a Vice-Chair (Chair-Elect), and shall also elect a Secretary and Treasurer from among the members of the Board of Trustees. The Vice-Chair (Chair-Elect) shall automatically succeed to the Office of Chair at the conclusion of the Chair's term of office. The Board of Trustees may elect such other officers as the Bylaws shall from time to time provide or the business of the Consortium may require. No one person shall fill more than one of the above offices except as provided for in these Bylaws. All the elected officers except the President and Chief Executive Officer shall hold office for a term of two years or until their respective successors shall be elected and qualified. The terms of all Officers shall commence at the end of the annual meeting of the Board of Trustees.

B. Election of President and CEO

The Board of Trustees shall elect a salaried President and Chief Executive Officer who will be the chief executive officer of the Consortium. The Board of Trustees, shall annually review and fix the compensation of said President and Chief Executive Officer. The current President and CEO shall recuse himself or herself from participation in fixing the compensation for this position and/or electing the person to occupy this position.

C. Vacancies

Whenever a vacancy shall occur in any office by death, resignation or otherwise, the vacancy will be filled at the next annual meeting of the Board of Trustees or a special meeting of the Board of Trustees called for election of successors.

D. Chair; Vice-Chair (Chair-Elect)

The Chair shall preside at all meetings of the Board of Trustees. In the case of the absence or disability of the Chair, the Vice-Chair (Chair-Elect) shall perform the duties of Chair. The Chair and Vice-Chair (Chair-Elect) shall have all the powers and shall perform all the duties commonly incident to and vested in these positions.

E. President and Chief Executive Officer

The President and Chief Executive Officer shall have all the powers and shall perform all the duties commonly incident to and vested in the office of president and chief executive officer. The President and Chief Executive Officer (1) shall be responsible for the execution of such plans and policies as the Board of Trustees may authorize, direct or approve, (2) shall appoint members of the administrative staff and assign them appropriate titles and duties, and (3) shall serve ex-officio, with vote, on the Board of Trustees and all commissions, affiliated programs, and committees except the Search Committee. In addition, the President and Chief Executive Officer:

- (a) Shall prepare the agenda and the minutes of the annual meeting of the Board of Trustees and of special meetings of the Board of Trustees as may be held from time to time.
- (b) Shall make an annual report on the state of affairs of the Consortium to the Board of Trustees at the annual meeting and shall make such other reports as the Board of Trustees may require.
- (c) Shall be responsible for the preparation and recommendation to the Board of Trustees of an annual budget and such other budgets as the Board of Trustees may from time to time require.
- (d) Shall recruit, employ, supervise, and remove all program directors charged with the operations of programs of the Consortium and shall oversee the preparation of budgets and the management of such programs.

(e) Shall explore with the appropriate officers and employees of the institutions participating in the Consortium the possibilities of cooperation and coordination; plan or assist in the planning and holding of institutes and conferences; convene meetings; arrange programs; accept on behalf of the corporation such gifts and grants as are approved under policies established by the Board of Trustees; plan and arrange for the use, lease, purchase, or sale of facilities, including buildings, facilities, and equipment; make recommendations to the Board with respect to the employment of faculty members; publish and distribute material descriptive of present and proposed programs and opportunities within the Consortium; participate in meetings and conferences; facilitate the utilization to the maximum of facilities of each institution in coordinated programs; and such other duties as are necessary to carry out the purposes of the Consortium.

(f) Shall represent to the public the interests of higher education in the Washington Metropolitan Area under the policies established by the Board of Trustees.

(g) Shall represent the Consortium to other organizations in the Washington, DC metropolitan region, including, but not limited to, higher education associations, business and industry groups and individual entities, and regional governments, and enter into such agreements as permissible under the policies established by the Board of Trustees that further the purposes of the Consortium.

(h) Represent the Consortium at local, regional, and national meetings, and, as appropriate, serve as a speaker, panelist, or other participant.

(i) Engage in professional activities and scholarship as appropriate in the President and CEO's area of expertise.

F. Secretary

The Secretary shall perform such duties as normally inhere to the Office of the Secretary of the corporation or as may from time to time be delegated or assigned by the Board of Trustees. The Secretary shall have custody of the seal of the Consortium.

In the absence or disability of the Secretary, the Treasurer shall perform the duties and exercise the powers of the Secretary.

G. Treasurer

The Treasurer shall perform such duties as normally inhere to the office of Treasurer of the corporation or as may from time to time be delegated or assigned him by the Board of Trustees.

If required pursuant to provision of any loan agreement entered into with any agency or official of the United States government, including, but not limited to, the Secretary of Education, the Treasurer, subject to approval of the Board of Trustees, may enter into an

arrangement with a trustee bank for the setting up of certain funds under a trust indenture and for the care and custody of various money, securities and other assets. He or she shall accurately reflect the financial condition of the Consortium. He or she shall render to the Board of Trustees such other and further reports as they may require. In the absence or disability of the Treasurer, the Secretary shall perform the duties and exercise the powers of the Treasurer.

H. Fidelity Bond

The Treasurer and such other persons as the Board of Trustees may from time to time shall direct each, if required by the Board of Trustees, furnish a fidelity bond in such form and amount and with one or more sureties satisfactory to the Board of Trustees.

I. Removal

Any officer may be removed at any time by the Board of Trustees with or without cause.

VI. TRANSFER OF SECURITIES

Any two persons, being Chair, President and Chief Executive Officer, or Treasurer, shall have the joint authority to execute such form of transfer and assignment as may be customary or necessary to constitute a regular transfer of any stocks or other registered securities standing in the name of the Consortium. They may from time to time execute and deliver on behalf of the corporation proxies on any and all stock owned by the Consortium, and may alter or rescind such proxies at such time and from time to time as they see fit.

VII. EXECUTION OF LEGAL INSTRUMENTS ON BEHALF OF THE CONSORTIUM

The Chair, President and Chief Executive Officer, Treasurer, or other person designated by the Board of Trustees shall have authority individually to execute and acknowledge on behalf of the Consortium contracts, legal documents or other instruments in connection with the operations of the corporation. The Secretary or other officer designated by the Board of Trustees shall have authority to attest the same and to affix the corporate seal thereto upon proper resolution of the Board of Trustees.

VIII. FISCAL YEAR

The fiscal year of the Corporation shall commence on the first day of July each year.

IX. OFFICE

The principal office of this Corporation shall be located in the District of Columbia or at such other place as the Board of Trustees may decide. The Corporation may establish and maintain other offices in the District of Columbia, or in any of the states, territories, or possessions of the United States, at such place or places as may from time to time be approved by the Board of Trustees.

X. SEAL

The corporate seal shall be circular in form and shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Corporate Seal, the District of Columbia." The Corporation may alter and change said seal at its pleasure; said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or otherwise.

XI. AUDIT OF BOOKS AND RECORDS

After the close of the fiscal year, the books and accounts of the Consortium shall be audited by a certified public accountant who shall make a written report thereon to the Chair and President and Chief Executive Officer, who shall cause a copy to be mailed to each member of the Board of Trustees.

XII. AMENDMENTS

These Bylaws may be altered or amended by a two-thirds vote of a quorum of the Board of Trustees present at any annual, regular, or special meeting of the Board of Trustees, provided notice of the proposed alteration or amendment is transmitted to the Board of Trustees at least fourteen days in advance of such meeting. The Secretary shall incorporate such proposed amendment in the notice of such meeting.

XIII. INDEMNIFICATION

A. Any person made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a director, trustee, officer, or employee of this corporation shall be indemnified by this corporation against the reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which he or she may be made a party by reason of being or having been a director, officer, or employee of the corporation, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, that such officer, director, or employee is liable for willful misfeasance, bad faith, gross negligence, or reckless disregard of duty. This corporation may also reimburse to any director, officer, or employee the reasonable cost of settlement of any such action, suit, or proceeding if it be found by a majority of the directors to be to the best interest of this corporation that such settlement be made and that such officer, director, or employee was not guilty of willful misfeasance, bad faith, gross negligence, or reckless disregard of duty.

B. The Board may exercise the full extent of the powers which the corporation has under District of Columbia law, as such law exists from time to time, to purchase and maintain insurance against the risks above described on behalf of its directors, officers, employees, and agents.

C. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which any officer, director, or employee may be entitled apart from the provisions of this section.

D. The amount of indemnity to which any officer or director may be entitled may be fixed by the Board of Trustees.

XIV. MISCELLANEOUS

A. Action by Consent

Any action required or permitted to be taken at any meeting of the Board or any committee may be taken without a meeting if a written consent to such action is signed by all members of the Board or the committee, as the case may be, and such written consent is filed with the minutes of its proceedings.

B. Meetings by Telephone or Similar Communications

The Board or any committee may hold a meeting by means of a conference telephone call or similar communications equipment by means of which all members participating in the meeting can hear and be heard by each other at the same time, and participation by such means shall be conclusively deemed to constitute presence in person at such meeting. Any proposal which may otherwise be considered may be submitted in a meeting by means of a conference telephone call or similar communications equipment, and in such event, the validated vote of that percentage of members otherwise required by the Articles of Incorporation or these Bylaws responding thereto shall be the act of the Board. This provision does not require the inclusion by telephone conference of a member of the Board or any committee who is unable to be physically present at a meeting of the members of the Board or any committee, respectively at which a quorum is physically present.

C. Notices

- (1) Notice by mail shall be deemed given at the time when same shall be mailed.
- (2) Whenever any notice is required to be given, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice.
- (3) Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

D. Conflicts of Interest

Any Trustee or Officer shall absent himself or herself from the room during any discussion and vote on any matter in which said Trustee or Officer may be considered to have a conflict of interest or any duality of interest. The fact that any such Trustee or Officer has absented himself or herself shall be recorded in the official minutes of the meeting. The same conflict of interest procedure shall apply to any Trustee or Officer participating in any committee meeting.

E. Termination of Participant Status

(1) Any member may terminate its member status by giving thirty days written notice to the President and Chief Executive Officer, provided, however, that such voluntary termination may occur only if all financial obligations owed by the member to the Consortium shall be paid in full by the time said termination becomes effective.

(2) A member that fails for six months to pay a financial obligation to the Consortium may be dropped from member status, following thirty days written notice of such delinquency, by a majority vote of the Board of Trustees, provided, however, that such termination shall not act to relieve said member of its obligation to pay all financial obligations which were owed to the Consortium prior to the effective date of the termination.

(3) A member which fails to meet the eligibility requirements for member status may have its member status terminated, following a hearing before the Board of Trustees followed by a two-thirds vote of the full Board of Trustees.

F. Headings

The section and paragraph headings contained in the Bylaws are for convenience only and shall in no manner be construed as a part of the Bylaws.

Amended April 2021