

## Higher Education Data Sharing Consortium Bylaws

### Article I: Members

**Section 1.01. Classes of Members.** Membership is institutional. Member privileges and recruitment priorities shall be established and defined by the Board of Directors in a public membership policies document, subject to the Bylaws. Institutional members of HEDS are referred to herein as “members.”

**Section 1.02. Membership Qualifications.** Institutional membership in HEDS shall be restricted to nonprofit, regionally accredited institutions that grant Associate’s Degrees and/or Bachelor’s Degrees and have a commitment to undergraduate liberal arts education, inclusive excellence, and student success.

**Section 1.03. Primary Contacts.** Each member shall appoint a primary contact. Duties of the primary contact shall include:

- (1) Providing institutional information to HEDS for sharing with other members,
- (2) Approving institutional participation in HEDS surveys,
- (3) Representing the institution for HEDS matters including but not limited to voting in elections for Board members, voting on changes to the HEDS Bylaws, and voting on the HEDS annual budget, and
- (4) Providing access to HEDS products and data to individuals at the institution.

**Section 1.04. Voting Rights.** A member is eligible to vote if it has maintained a current regional accreditation and is current in the payment of its dues. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

- (a) Primary Contact. The primary contact shall be the voting representative for the member institution.
- (b) Substitute Voting. If the primary institutional representative is unable to attend an annual or special meeting, s/he may appoint a substitute representative to cast the institution’s votes by submitting the substitute’s name to the HEDS office at least one week prior to the date of the meeting.

**Section 1.05. Membership Dues and Fees.** The annual dues and fees for membership may be recommended by resolution of the Board of Directors and approved by the members. Payment of annual dues shall conform to the procedures laid out in the HEDS Policy Manual.

**Section 1.06 Good Standing.** Members are considered to be in good standing when they have fulfilled all of the requirements to be a member: paying membership dues and fees, following HEDS policies, abiding by the Statement of Understandings, avoiding actions that may damage or jeopardize HEDS.

**Section 1.07. Transfer of Membership.** Membership in HEDS is not transferable or assignable.

**Section 1.08. Termination of Membership.** Membership in HEDS will terminate upon the occurrence of any of the following events:

- (a) The written notice of a member that it wishes to terminate its membership in HEDS.
- (b) Failure to pay all membership dues in a timely manner.
- (c) Any member may be removed for cause, including, but not limited to, the failure to fulfill all of the requirements to be member, failure to pay conference, survey, or other fees, and committing one or more actions that damage or jeopardize HEDS. Removal shall require a majority vote of the Directors at a regular or special meeting of the Board called for the purpose of removing such member.

- (i.) Written notice of the meeting of the Board at which removal will be considered must be given to the member not less than fifteen (15) days prior and must include the reasons for such removal. If written notice is provided by mail, then such shall be provided by first class or certified mail sent to the last address of the member shown on HEDS records.
- (ii.) The member shall be provided with an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the removal.

**Section 1.09. Non-members and Third-party Contracts.** From time to time, the Board of Directors may approve the provision of limited data services to non-members or associations, consistent with the HEDS Statement of Understanding. The Board of Directors may from time to time authorize HEDS to participate in contracts or grants with third-party organizations, or to engage the services of outside consultants.

## Article II: Meeting of Members

**Section 2.01. Annual Meeting.** The Board of Directors will approve the time and place for the annual meeting. The purpose for the annual meeting is to approve the budget and provide an update to members on the status of the organization.

**Section 2.02. Time and Place of Annual Meeting.** The Board of Directors will approve the time and place for the annual meeting in consideration of the fiscal year. The Board of Directors may also designate whether the annual meeting will be virtual or in person. Regardless, telephonic, VOIP, or other user-identified mechanisms will be provided so that all members can participate in the annual meeting.

**Section 2.03. Special Meetings.** Special meetings of members may be called by either the Chair of the Board of Directors or by ten percent (10%) of all members in good standing. The meeting may be held at any time and virtually or in a location designated by the Chair of the Board of Directors. Telephonic or other user-identified mechanisms will be provided so that all members can participate in the meeting.

**Section 2.04. Notice of Meetings.** Written or printed notice stating the place, date and hour of any meeting of members shall be delivered to the primacy contact, not less than thirty (30) days before the date of such meeting, by or at the direction of the Chair or persons calling the meeting. In the case of a special meeting or when required by statute or these Bylaws, the purpose for which the meeting is called shall be stated in the notice.

**Section 2.05. Quorum.** The representatives of members holding twenty percent (20%) of the votes which may be cast at any meeting shall constitute a quorum at any meeting or special meeting. If a quorum is not present at any special meeting, a majority of members in good standing present may adjourn the meeting without further notice.

**Section 2.06. Manner of Acting.** Each member shall appoint a primary institutional contact, who will represent it at meetings and for votes.

### Section 2.07. Action by Written Ballot.

- (a) All actions will be taken by an electronic/written ballot that will be distributed to all members.
- (b) The electronic/written ballot shall describe the proposed action and provide an opportunity to vote for or against each proposed action.
- (c) Approval by electronic/written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum necessary for such an action, and the number of approvals equals or exceeds the number required to approve such an action.
- (d) The solicitation for votes by electronic/written ballot shall include all of the following:
  - (i.) The number of responses needed to meet the quorum requirements.
  - (ii.) The percentage of approvals necessary to approve each matter other than the election of directors; and;

(iii.) The time by which a ballot must be received by HEDS in order to be counted.

- (e) Electronic/written ballots will be open for voting for not less than fifteen days after a vote is started.
- (f) Primary contacts of members in good standing, or their substitutes, are entitled to vote according to section 1.04.

**Section 2.08. Actions Reserved to Members.** The following actions are subject to the approval of the members: annual budget and policies with regard to the sharing and use of data, including the Statement of Understandings.

**Section 2.09. Procedures at Meetings.** Robert's Rules of Order as revised from time to time shall govern the conduct of all meetings of the members.

### Article III: Directors

**Section 3.01. General Powers.** The business affairs of HEDS shall be managed by its Board of Directors except as otherwise provided by law or by these Bylaws.

**Section 3.02. Number of Directors.** The Board of Directors shall consist of nine (9) persons from member institutions in good standing, elected in accordance with provisions in the Election and Term of Directors section of the Bylaws and the HEDS Policy Manual.

#### **Section 3.03. Election and Term of Directors.**

- (a) Normally Expiring Terms. Each of the members in good standing served by HEDS shall have the right to cast one vote for the election of directors to the Board. The election process will be completed in advance of the annual meeting of the members, including notification of the outcomes of the election first to the candidates and then to the general membership, according to procedures described in the HEDS Policy Manual.
- (b) Resignations from Unexpired Terms. In the event there are more than three vacancies at the time of election as a consequence of resignations from unexpired terms, the nominating committee shall add at least two (2) additional nominees to the ballot for each such vacancy. After determining the three directors elected for regular terms as described in (a) above and beginning with the longest unexpired term, the remaining candidate having the highest number of votes shall be declared elected to fill the remainder of that term. This process shall be repeated until all seats are filled.
- (c) The Board of Directors shall be divided into three (3) equal election cohorts. The term of office for directors in each cohort shall be three years, and new directors shall be elected to fill the directorships in one cohort each year. Terms of office for directors commence at the start of the fiscal year.
- (d) Directors are limited to two (2) consecutive terms not including partial terms. Directors who have completed two (2) consecutive full terms may stand for election, provided there has been an interval of at least one year since the expiration of their last term.

**Section 3.04. Regular Meetings.** A regular meeting of the Board of Directors shall be held without other notice than this Bylaw provision at the same time and place as the annual meeting of the members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

**Section 3.05. Special Meetings.** Special meetings of the Board of Directors may be called by the Chair or requested by a majority of the directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the geographic boundaries of any of the fifty states in the United States as the place for holding any special meeting of the Board of Directors.

**Section 3.06. Notice of Special Meetings.** Notice of any special meeting shall be given at least fifteen (15) days previous thereto.

**Section 3.07. Means of Communication at Meetings.** All meetings of the Board shall be in person, telephonic, or via other user-identified means (webcams, digital uplinks, etc.) whereby all directors may simultaneously hear each other during the meeting.

**Section 3.08. Quorum.** A majority of the directors at the time in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors provided that if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

**Section 3.09. Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors except as otherwise provided by law or these Bylaws.

**Section 3.10. Vacancies.** Any vacancy that may occur on the Board of Directors by reason of death, resignation, or otherwise, will be filled by the members at the next regular election, as described in Section 3.03(b). Should the Board of Directors deem it necessary, the directors may temporarily fill such a vacancy with an interim appointment until the next regular election, or call for a special ballot, as provided for in Section 2.03.

**Section 3.11. Action by Directors Outside Meetings.**

- (a) Unless specifically prohibited by the Articles of Incorporation or these Bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken by other means of voting with the signed consent of all the directors entitled to vote on the action. Any such consent signed by all of the directors shall have the same effect as the unanimous vote of the directors, and may be stated as such in any documents filed with the Secretary of State.
- (b) The Board of Directors may periodically conduct and vote on the business of HEDS by means of conference telephone call, electronic mail, by other unanimously agreed-upon form of audio, video, or textual electronic communication or conferencing. Minutes shall be taken at any conferencing when voting occurs.

**Section 3.12. Compensation.** Members of the Board of Directors shall not receive any compensation for their Board service, but the Board of Directors may authorize reimbursement for any expenses incurred by a member of the Board in the performance of their Board duties.

**Section 3.13. Termination of Directorship.** A director's position will be considered vacant and the incumbent's tenure terminated:

- (a) Upon said director's death, resignation or termination of employment with a member institution;
- (b) Upon the termination of the member institution which said director represents;
- (c) Upon the director's failure to attend three (3) consecutive Board of Director's meetings;
- (d) By removal from office, upon affirmative vote by two-thirds of the Board of Directors after a charge of dereliction of duty, violation of the Bylaws of the Corporation, or other action that is seriously detrimental to the interests of HEDS;
- (e) By removal from office by the membership, upon submission of a petition signed by institutional representatives in good standing from at least sixty percent of the current members.

**Section 3.14. Personal Liability of Directors.** No director of HEDS shall be liable for any of the HEDS debts or obligations, except as required by state law

**Section 3.15. Conflict of Interest.** No contract or transaction between HEDS and one or more of its members, directors or officers shall be void or voidable solely because the member, director or officer has a financial

interest in such contract or transaction or is present at or participates in a meeting of the members or Board of Directors which authorizes such contract or transaction provided one of the following conditions is met:

- (a) The material facts as to the relationship or interest as it relates to the contract or transaction are disclosed or are known to the Board of Directors and the Board in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors; or
- (b) The material facts as to the relationship or interest as it relates to the contract or transaction are disclosed or are known to the members entitled to vote thereon and the contract or transaction is specifically approved in good faith by a vote of the majority of members; or
- (c) The contract or transaction is fair to HEDS at the time it is authorized, approved or ratified by the Board of Directors or the members.

Interested directors may not be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes such contract or transaction.

## Article IV: Officers

**Section 4.01. Composition.** The offices shall consist of a Chair, Vice Chair/Secretary, and Treasurer, and such other assistant officers as determined by the Board of Directors from time to time. Except for the other assistant officers appointed from time to time, all officers shall be chosen from among the members of the Board of Directors.

**Section 4.02. Election of Officers and Term.** Officers are to be elected by the Board of Directors at the regular meeting of the Board that coincides with the annual meeting of the members, according to the guidelines in the current HEDS Policy Manual. All such officers shall serve for a period of one year or until their successors are elected.

**Section 4.03. Chair.** The Chair shall preside at all meetings of the Board of Directors and of the members and shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chair shall make an annual report to the members with regard to actions taken by the Board since the last annual meeting.

**Section 4.04. Vice Chair/Secretary.** In the Chair's absence, the Vice Chair shall be called upon to preside at meetings of the Board of Directors and of the members. When necessary, the Vice Chair also may be called upon to perform other duties assigned to the Chair. The Vice Chair/Secretary shall act as Secretary of the Board of Directors and shall keep a record of all proceedings. The Secretary shall see that due and proper notice is given of all meetings, and shall perform all the duties usually performed by the Secretary of a like corporation, and such other duties as may be required from time to time by the Board of Directors. The Board of Directors may appoint assistant officers to assist the Vice Chair/Secretary in the performance of his/her duties.

**Section 4.05. Treasurer.** The Treasurer shall be responsible for oversight of the corporate accounts and finances and for making such reports to the Board as shall be requested by the Board concerning the financial condition and operations of the Corporation. The Treasurer shall make an annual financial report to the members.

**Section 4.06. General Duties of Officers.** In general, the powers and duties of the officers of HEDS shall be those usually incident to their respective offices.

**Section 4.07. Officer Removal.** Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of HEDS will be served thereby. Removal from a Board Office will be by simple majority vote of the Board of Directors; termination of Board of Directors membership will be as stipulated in Section 3.13.

**Section 4.08. Officer Vacancies.** In the event of a vacancy in a Board office, the Board members will elect a replacement from the Board to fill the position for the remainder of the term.

## **Article V: Committees of the Corporation**

**Section 5.01. Committees.** The Board of Directors may by resolution create such committees as may be deemed by it appropriate to carry out the purposes of HEDS. The resolution or resolutions creating any such committees shall specify the duties and responsibilities thereof including, but not limited to, provisions with respect to membership of such committees, selection of committee officers, and the conduct of committee business. Any such resolution may be amended or repealed by the Board of Directors.

## **Article VI: Indemnification of Directors and Officers**

**Section 6.01. General Rule.** HEDS shall indemnify each current and former Director of the Board and each of the HEDS officers and former officers for the defense of civil and criminal actions or proceedings as hereinafter provided and, notwithstanding any provision in these Bylaws to the contrary, in a manner and to the full extent permitted by applicable law as may from time to time be in effect. HEDS shall indemnify each current and former Director of the Board and officers and former officers from and against any and all judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred or imposed as a result of such action or proceeding or any appeal thereof, imposed upon or asserted against him or her by reason of being or having been such a Director or Officer and acting within the scope of his or her official duties, except where such officer or Director is adjudged, in a final non-appealable order, decision or holding, to be liable for negligence or misconduct in the performance of a duty which directly gave rise to the action or proceeding. This indemnification shall apply to all judgments, fines, amounts in settlement, and reasonable expenses described above as incurred whenever arising and the right of indemnification in these Bylaws shall be in addition to any and all rights to which any current or former Director or officer of HEDS might otherwise be entitled and these provisions shall neither impair nor adversely affect these rights

**Section 6.02. Advance Payment of Expenses.** HEDS shall advance all reasonable expenses (including attorneys' fees, court costs, transcript costs, fees or experts and witnesses, travel expenses and all other similar expenses) reasonably incurred in connection with the defense of or other response to any action, suit or proceeding referred to in Section (1) above upon receipt of an undertaking by or on behalf of the person seeking the advance to repay all amounts advanced if it shall ultimately be determined upon final disposition of such action, suit or proceeding that said person is not entitled to be indemnified by HEDS.

**Section 6.03. No Duplication of Payments.** HEDS shall not be liable under this Article to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that the person seeking indemnification has otherwise actually received payment therefor under any insurance policy, contract, agreement or otherwise. In the event that HEDS makes an advance payment of expenses to a person, such person shall repay to HEDS the amount so advanced, if and to the extent that said person subsequently receives payment therefor under any insurance policy, contract, agreement or otherwise.

**Section 6.04. Insurance.** The Board is authorized and empowered to purchase insurance covering HEDS liabilities and obligations under this article and insurance protecting HEDS Directors, officers, employees, agents, and/or other persons.

**Section 6.05. Indemnification Agreements.** HEDS shall have authority by vote of a majority of the directors to enter into an Indemnification Agreement with any person who may be indemnified by HEDS pursuant to the



provisions of this Article or otherwise. Any such Indemnification Agreement may contain such terms and conditions as a majority of the directors shall, in the exercise of their discretion, determine to be necessary or appropriate. Such terms and conditions may include provisions for greater or lesser indemnification than provided for in this Article, provisions establishing procedures for the processing or approval of indemnification claims, and other provisions. The fact that HEDS has not entered into an Indemnification Agreement with any person shall not in any way limit the indemnification rights of such person under this article or otherwise.

**Section 6.06. Non-Exclusivity.** The right to indemnification and to the payment of expenses incurred on defending against or otherwise responding to any action, suit or proceeding in advance of its final disposition as set forth in this Article shall not be exclusive of any other rights which any person may now have or hereafter acquire under any agreement, vote of shareholders, vote of disinterested directors, or under any applicable law or under the articles of Incorporation of the Corporation, or otherwise.

**Section 6.07. Survival of Rights.** The indemnification rights provided to a person under the provisions of this Article shall continue after such person ceases to be a director, officer, employee or agent of HEDS or of another entity, as to any action taken, any failure to take action, or any events which occurred while such person was a director, officer, employee or agent of HEDS or of another entity.

**Section 6.08. Modification or Repeal.** The provisions of this Article may be modified or repealed in accordance with the procedures for amending these Bylaws; provided, however, that any such modification or repeal shall not have any effect upon the indemnification rights of any person as they relate to any action taken, any failure to take action, or events which occurred prior to the effective date of such modification or repeal.

## Article VII: Alterations, Amendments and Revisions of Articles

**Section 7.01. Alteration, Amendments and Revisions of Bylaws.** These Bylaws may be altered, amended or revised by a vote of two-thirds of the members in good standing present at a regular or special meeting of the members, provided that written notice of the proposed alteration, amendment or revision has been mailed or delivered to all members at least thirty (30) days in advance of the meeting, and provided further that the proposed amendments as to which proper notice has been given may be further amended at the meeting, but only by a vote of two-thirds of the members present at the meeting.

**Section 7.02. Amendment of Articles of Incorporation.** Amendment of the Articles of Incorporation shall require a vote of two-thirds of the members in good standing, after written notice of the proposed amendment to the Articles of Incorporation has been mailed or delivered to all members at least thirty (30) days in advance of the meeting, provided that proposed amendments as to which proper notice has been given may be further amended at the meeting, but only by a vote of two-thirds of the members in good standing.

## Article VIII: Miscellaneous

**Section 8.01. Fiscal Year.** The fiscal year of HEDS shall begin on the first day of July in each year and end on the last day of June in each succeeding year.

**Section 8.02. Notice.** Notice shall be deemed to have been properly given to a director or member when delivered personally to the director or a member's primary contact, dependent on the case; by electronic mail or by United States mail postage prepaid, to the membership address supplied by the director or member to HEDS. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

**Section 8.03. Waiver of Notice.** Whenever any written notice is required to be given to a director or member, a waiver thereof in writing, signed by said person, either before or after the time stated therein, and whether before or after the meeting, shall be deemed equivalent to the giving of due notice. Attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except where a person entitled to notice attends the meeting for the express purpose of objection to the transaction of any business because the meeting was not lawfully called or convened.