AMENDED BYLAWS
OF THE
THOMAS JEFFERSON SCHOOL OF LAW ALUMNI ASSOCIATION

ARTICLE I: NAME AND LOCATION

Section 1. NAME

The name of this association shall be Thomas Jefferson School of Law Alumni Association ("TJSLAA" or "Association").

Section 2. ADDRESS

The address of the Association is 701 B Street, San Diego, California 92101.

ARTICLE II: PURPOSE

Section 1. PURPOSE

The Association is a school-sponsored association established for the purpose of providing social, business, networking and marketing events that are designed to enhance community awareness of the Thomas Jefferson School of Law ("School") and its alumni. Through the combined efforts of the Association, School, and Board of Trustees ("Trustees"), the Association seeks to enhance the image of both the alumni and the School in the local community, throughout the State of California and the United States, and abroad in foreign countries. By providing and sponsoring social and business events and continuing education ("MCLE") seminars, the Association will facilitate opportunities for the alumni to network and socialize with other alumni and practitioners from the legal community. The Association's activities will be a vehicle for the alumni to facilitate potential employment opportunities, obtain a greater awareness of the legal profession, and gain information that will assist them in the practice of law. In addition, the Association will assist the School with its development and fundraising efforts.

Section 2. OTHER ACTIVITIES

As determined by the TJSLAA Board of Directors ("Directors" or "Board"), the Association may also engage in such other activities as are deemed appropriate in carrying out, enhancing, or adding to its purpose.

ARTICLE III: MEMBERSHIP

Section 1. CATEGORIES

The categories of membership in the Association shall be:

(a) **Alumni ("Alumni") Members.** Any person who has received a Juris Doctor degree from the Western State University College of Law, San Diego Campus, or any of the following degrees from the School: Juris Doctor (JD), Bachelor of Laws (LL.B.), Master of Laws (LL.M.), Master of Science in Law (JSM), and Doctor of Juridical Science (JSD).

(b) **Student Members.** All students who are enrolled at the School and who have successfully completed at least one (1) year of their course of study. In the case of graduate program students, all students who are enrolled at the School and who have successfully completed at least one (1) quarter of their course of study.

(c) **Affiliate Members.** All existing faculty and staff members of the School.

(d) **Honorary Members.** Persons who are elected honorary members for their outstanding contributions to the School and/or the Association (i.e. Friends of the School, parents, guest speakers). Honorary Members shall be affirmed at any stated meeting of the Directors by a two-thirds (2/3) vote.

Alumni, Student Members, Affiliate Members, and Honorary Members shall be collectively referred to herein as "Association Members."

Section 2. TERMS

Membership in the Association shall be for life.

Section 3. DUES

No dues shall be charged for the privilege of being a member of the Association. Directors are required to make a one-hundred-dollar ($100) donation, per year, due by the Director's meeting in February. Additional Association fees of fifty dollars ($50) will be required for Association discounts from partnerships.

Section 4. VOTING

Only Alumni may vote for Directors and hold office as Directors. Voting may be conducted by any method that is approved by a majority vote of the Directors.

Section 5. TRANSFER OF MEMBERSHIP

Membership in the Association or Directors is neither transferable nor assignable.

Section 6. REGIONAL ALUMNI CLUBS

(a) **Regional Alumni Clubs.** Regional alumni clubs shall be chartered by the Directors through this Association on a geographical basis to help serve the alumni and help promote and enhance the objectives of the School.

(b) **Regional Alumni Club Bylaws.** All bylaws approved by regional alumni clubs shall incorporate the Bylaws of the Association. In the event of a conflict among provision(s) of the Bylaws of the Association and the bylaws of any regional alumni club, the Bylaws of the Association shall apply and supersede such conflicting provision(s) of the bylaws of any regional alumni club.

ARTICLE IV: DIRECTORS

Section 1. NUMBER

The authorized number of Directors to serve on the Board shall not exceed twenty-five (25) Directors.

Section 2. QUALIFICATIONS

Only Alumni who are in good standing with the Association may serve on the Board. Good standing means the person has complied with all their own or the Associations explicit obligations and having unabated powers to conduct their own or its activities, which includes having graduated prior to the election from the School or Western State University College of Law, San Diego campus.

Section 3. TERM LIMITS

Except for the immediate past President, all Directors shall be elected to two-year terms. In the event a Director resigns or is removed from their seat on the Board, prior to the expiration of the term, the vacancy may be filled by a majority vote of the Board.

Section 4. COMPOSITION

The Board shall not institute any rules on composition of the Board with respect to location or graduation year, except for the position of Officers and Committee Chairs.

Section 5. POWERS

Subject to the limitations set forth in the Bylaws or in the policies and procedures of the Board and the School or applicable laws, all powers of the Association shall be exercised by, or under the direction of, the Board. It is expressly declared that the Board shall:

(a) Establish the mission and policies of the Association and oversee their implementation.

(b) Establish other rules and regulations for the operation of the Association.

(c) Establish the powers and duties of the Officers and Directors of the Association.

(d) Delegate to a Committee any of the powers and authority of the Board.

(e) Adopt, amend, or repeal these Bylaws.

Section 6. ELECTION

The Directors shall be nominated by the Alumni and voted on by the Directors annually.

(a) **Nomination Procedure and Timetable.** The Board shall draft nomination forms for the nomination of proposed directors. Such nomination forms shall be distributed to all Alumni in a manner approved by a majority vote of the Board. Nomination forms shallbe distributed in the month of November.

(b) **Election Procedure and Timetable.** The Board shall administer the election by allowing all Directors one vote for each seat. Elections take place during the month of November and/ December.

(c) **Immediate Past President.** The immediate past President is automatically placed on the Board for a one-year term and does not need to be elected.

(d) **Tie Vote.** In the event of a tie vote, there shall be a run-off election between those with the highest number of votes.

Section 8. COMPENSATION
The Directors shall serve without compensation, except for reimbursement of reasonable and pre-approved expenses incurred by them on behalf of the Association.

Section 9. LIABILITY

The Directors and other Association Members shall not be personally liable for the debts, liabilities, or other obligations incurred by the Association.

Section 10. INSURANCE

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of the Directors, Officers, other Association Members, and agents of the Association against liability arising out of such status.

Section 11. CONFLICT OF INTEREST AND SELF-DEALING

Directors shall identify, prior to their election, potential areas of conflicts of interest and possible self-dealing, as defined by applicable law, and shall refrain from voting on an such matters

involving a potential conflict of interest or self-dealing. While Directors may bid on the provision of products or services to the Association, the Director shall notify the Board in writing in advance of any such bidding and/or agreement and the Board must approve the transaction, as required by law. The interested Director shall not vote on such transaction.

Section 12. RESPONSIBILITIES

Directors are expected to:

(a) Provide leadership and financial support through fund-raising and negotiation for the Association.

(b) Attend monthly meetings. Each Director must attend at least seven (7) monthly meetings during a one-year period and are subject to removal for failure to adhere to this policy under Section 14 of these Bylaws.

(c) Participate on at least one committee of the Board.

(d) Attend at least 2 Board and School events for each year throughout the Director's term in office. Directors residing outside of San Diego County are exempt.

(e) Work with fellow Committees members to accomplish the goals of such Committees.

(f) Read, review, and respond to all emails and any other forms of communication in a timely manner; as well as vote when called to do so.

Section 13. RIGHTS OF INSPECTION

All Directors are entitled to inspect the Association's records upon seventy-two hours' prior written notice to the President.

Section 14. ABSENCES, CORRECTIONS, RESIGNATIONS, REMOVALS, AND ADDITIONS

There shall be no difference between excused and unexcused absences. A Director shall be subject to the removal process if the Director misses more than two (2) monthly meetings during a one-year period.

Attendance at monthly meetings shall be recorded on the meeting minutes by the Secretary, or in the Secretary's absence the President or Vice President. If a Director wishes to correct a mistake or dispute an absence, the Director must send written notice to the President and Secretary prior to the following monthly meeting.

In addition to those Directors elected, the Board of Directors shall have the authority, by majority vote of the Directors then in office, to appoint additional Directors to the Board on an ad hoc basis as the Board deems necessary or desirable. The ad hoc term shall be for one year.

A Director may resign at any time by giving written notice to the President. Resignations are effective upon receipt unless a later date is specified in the notice itself.

The removal process of a Director is as follows:

(a) The recommendation for removal must be made to the President; in the event the recommendation for removal is made toward the President or by the President, the recommendation for removal must be made to any Director on the Executive Committee.

(b) Any Director recommended for removal will immediately receive written notification from the Executive Committee of a removal proceeding to take place at the next monthly meeting but not earlier than thirty (30) days from the date the notification was sent.

(c) The Director recommended for removal may present their case during the removal proceeding. Immediately after presenting their case, such Director shall leave the meeting until the vote is completed.

(d) The Board shall discuss the merits of the case immediately following the removal proceeding and proceed with a vote of removal. The Director subject to removal is not entitled to vote.

(e) If the vote passes by a majority of the Directors, the Director recommended for removal shall be informed immediately of their removal from the Board and disposition as Director.

Section 15. MONTHLY MEETINGS

(a) Monthly meetings occur on the last Tuesday in the following months: **January, February, March, April, May, August, September, October, and November**.

(b) The time, day, and month of monthly meetings may be changed by a majority vote of the Board before the first monthly meeting of the following term.

(c) Newly elected Directors shall be sworn-in at the first meeting of the term.

(d) There is no monthly meeting during the month of December, unless the Board votes to have an event by a majority of a quorum. Such event may be attended by current and newly elected Directors, as well as a guest.

(e) Monthly meetings shall be held at a location, physical or virtual, as voted on by a majority of a quorum during the last monthly meeting before the end of the term. Directors residing outside of San Diego County shall attend either by phone or virtually.

(f) The schedule of the term's monthly meetings will be sent to the email address of record for each Director prior to the start of the calendar year.

(g) The notice of meeting, agenda, and related materials for each monthly meeting will be sent at least twenty-four (24) hours before each meeting. The notice will specify the location, date, and time of such meeting, as well as the matters of business to be discussed.

(h) After the start of the term, the time, date, and location of a monthly meeting my be changed as voted on by a majority of a quorum during any preceding monthly meeting.

(i) Directors will be notified immediately of any changes to the time, date, or location of any monthly meeting.

Section 16. SPECIAL MEETINGS

A special meeting of the Board may be held upon the call by the President.

(a) Attendance shall not be subject to the rules outlined previously.

(b) Notice, changes to time, date, or location of such special meeting will be the same as notice and changes for monthly meetings.

(c) Any action required or permitted to be taken by the Board, may be taken at a special meeting by a majority vote of the Board.

Section 17. TRANSACTING BUSINESS

(a) A majority of the Board shall constitute a quorum. The quorum shall change if any Director resigns or is removed during any term.

(b) Unless otherwise provided in these Bylaws, any action to be taken by the Board shall be taken by a majority vote of the quorum.

(c) Unless otherwise provided in these Bylaws, all Directors are entitled to vote in person or by proxy.

(d) When voting by proxy, such proxy must be a Director and submitted in writing to the President and Secretary prior to the meeting.

Section 18. STANDING COMMITTEES

Standing Committee ("Committee") business shall be placed on the Agenda automatically. Committee Chairs ("Chairs") shall report at each monthly meeting.

The Committees, unless voted on by a majority of the Board, shall be:

1. **Admissions Committee and Student Outreach Committee:**
Admission's Goal: Assist in recruiting the best and brightest law students.
Activities: Host/attend events for accepted applicants, make calls to encourage attendance; working directly with the School's Admissions Department.
Student Outreach Goal: Assist the School with building and maintaining a close relationship with current students. Activities: Provide networking opportunities for students and mentoring opportunities for recent graduates studying for the bar exam; working directly with the School's Alumni Relations Department, SBA, and the School's Bar Candidate Program staff.

2. **Mixers, Annual Alumni Tailgate;** work directly with the School's Alumni Relations Department and the Student Bar Association ("SBA").

3. **Bylaws and Election Committee**:
Goal: Assist the Board with implementing the bylaws and changes as needed and to facilitate elections.
Activities: Acting as parliamentarian, enforcer of rules, and seeing that election, appointment, and other Board processes are followed properly; working directly with the School's Alumni Relations Department.

4. **MCLE Committee**:
Goal: Plan and execute MCLEs for alumni and the broader legal community.
Activities: Provide networking and educational opportunities by planning and presenting MCLEs; working directly with the School's Career Services and Alumni Relations Departments.

5. **Communications Committee**:
Goal: Assist the School's Communications Department in publicizing alumni achievement, field expertise, and philanthropic involvement that sheds positive light and improves public relations on behalf of the School and the Alumni.
Activities: Prepare, disseminate, and promote news and information that sheds a positive light on the School and the Alumni.

6. **Judicial Mixer Committee**:
Goal: Plan and execute the Annual Judicial Mixer.
Activities: Solicit and collect nominations for the Outstanding Service to the Community and Judicial Service Awards, facilitate and count votes for awards, notify award recipients, host, plan and execute the event in conjunction with the School; working directly with the School's Alumni Relations Department.

7. **Fundraising Committee:**
Goal: Plan and execute fundraising opportunities for the Association and assist the School with its fundraising opportunities
Activities: Provide opportunities to fundraise on behalf of the Association and assist the School with any fundraising events.

Section 19. ADDITIONAL COMMITTEES

The Board may create additional Committees or ad hoc Sub-Committees on an as-needed basis by a majority vote of the Board.

ARTICLE V: EXECUTIVE COMMITTEE and CHAIRS

Section 1. POSITIONS AND ELECTIONS

(a) The Executive Committee shall include the following positions: President, Vice President, Treasurer, Secretary, and the Immediate Past President.

(b) The Executive Committee and Chairs must be Directors.

(c) The Executive Committee and Chairs shall be nominated by a Director, or self-nominated, and seconded by a Director and voted on by the Directors at the first monthly meeting by a majority of the Board.

(d) All nominees for President shall have served on the Board for a minimum of one (1) term immediately preceding their nomination. The remainder of the Executive Committee is excluded from this rule. The Immediate Past President is not eligible for nomination as President for the term immediately following their term as President.

(e) The President shall only serve one term. The remainder of the Executive Committee shall serve no more than two consecutive terms in the position they were elected for.

(f) Chairs shall be elected each year to one-year terms.

(g) Each Director shall have no more than two (2) minutes to make a speech supporting their candidacy. Only one speech may be made regardless of the number of positions a Director seeks. The elections proceed in the following order:

(1) President

(2) Vice President

(3) Treasurer

(4) Secretary

(5) Chair

(h) A vacancy in any position shall be filled by a majority vote of the Board. Such vacancy shall be filled for the remaining term of the position being filled.

Section 3. PRESIDENT

The President shall provide direction and general supervision over the Board in its role as the policymaking body of the Association. The President shall preside over all meetings of the Board and shall have all the general powers and duties of management usually vested in the office of a President of an organization.

Section 4. VICE PRESIDENT

The Vice President shall provide general supervision over the Chairs and their Committees. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and in so acting, shall have all the powers and duties as may be prescribed from time to time by the Board.

Section 5. TREASURER

The Treasurer shall be responsible for reporting the income and expenses of the Board by working directly with the School's Alumni Relations Director.

Section 6. SECRETARY

The Secretary of the Board shall be responsible for preparing and reviewing the minutes of all meetings of the Board prior to such minutes being submitted to the Board for approval.

Section 7. Immediate Past President

The Immediate Past President shall serve as a counselor to the President and the Executive Committee.

ARTICLE VI: FINANCIAL MANAGEMENT

Section 1. NOTES, LEASES & EXTRAORDINARY CONTRACTS

Notes, leases, and extraordinary contracts shall require prior approval by a majority vote of the Board.

Section 2. BONDING

The Board may determine which, if any, Directors, Association Members, or agents should be bonded.

Section 3. BUDGET AND PROGRAM

Development and other programs may and should bring in additional funding that goes toward the Association's budget. The Board shall have the authority to approve funding toward such programs as necessary and advisable during the period of its operating

year. Any Director requesting funding from the Board budget, must do so in writing. The School's Alumni Relations Director shall keep track of expenses and work with the Treasurer to present a report as requested.

Section 4. FISCAL YEAR

The Association and Board shall operate on the same fiscal year as the School.

ARTICLE VII: INDEMNIFICATION

Section 1. DEFINITIONS

For the purposes of this Article VII, the following words shall have the following ascribed meanings:

(a) **"Agent"** means any person who is, or was, serving as a Director of the Board or who is, or was, authorized to act for, or on behalf of, the Board or the Association at the request of the Board.

(b) **"Proceeding"** means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) **"Expenses"** includes without limitation costs, attorneys' fees, and any expenses (including expenses incurred as a result of establishing a right to indemnification under Article VII, Section 3).

Section 2. INDEMNIFICATION AGAINST EXPENSES

The Association shall have the power to indemnify any Agent who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that such person is or was an Agent of the Association, against Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding; provided, however, that such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and in the case of a criminal proceeding, that such person had no reasonable cause to believe the conduct of such person was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Association or that the person had reasonable cause to believe that the person's conduct was unlawful. No indemnification shall be made under this Section 2 in connection with any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court or other tribunal in which such

Proceeding is or was pending shall determine upon application therefor that, in view of all the circumstances involved, such person is fairly and reasonably entitled to indemnification.

Section 3. REQUIRED DETERMINATIONS FOR INDEMNIFICATION

Any indemnification under this Article VII shall be made by the Association only if authorized in the specific case upon a determination that indemnification of the Agent is proper in view of all the circumstances involved and the Agent has met the applicable standard of care and conduct set forth in Article VII, Section 2 above, and upon the following:

(a) A majority vote of a quorum of the Board with such person to be indemnified not being entitled to vote thereon,

(b) The approval or consent of a majority of the Association Members present at a duly called and noticed annual or special meeting of the Association Members, at which a quorum is present, with such person to be indemnified not being entitled to vote thereon, or

(c) The determination of the court or other tribunal in which such Proceeding is or was pending shall determine upon application therefor that, in view of all the circumstances involved, such person is fairly and reasonably entitled to indemnification.

Section 4. ADVANCE OF EXPENSES

Expenses incurred in defending any Proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Agent to repay such amount, unless it shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article VII.

Section 5. OTHER INDEMNIFICATION

No provision made by the Association to indemnify an Agent in the defense of any Proceeding involving the Agent, whether contained in these Bylaws, a resolution of the Association Members or the Board, an agreement or otherwise, shall be valid unless consistent with this Article VII. Nothing contained in this Article VII shall affect the right to indemnification to which persons may be entitled by contract or by applicable law.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED

No indemnification or advance shall be made under this Article VII, except as provided in Sections 3 or 4 above, in any circumstances where it appears that:

(a) It would be inconsistent with a provision of these Bylaws, a resolution of the Association Members or the Board, or an agreement in effect at the time of the accrual of the alleged claim or cause of action asserted in the Proceeding in which the Expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court or other tribunal in approving a settlement.

Section 9. INSURANCE

The Association shall have the power to purchase and maintain insurance on behalf of any Agent of the Association against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Association would have the power to indemnify the Agent against such liability under the provisions of this Article VII; provided, however, that the Association shall have no power to purchase and maintain such insurance to indemnify any Agent of the Association for self-dealing as defined by applicable law.

ARTICLE VIII: RULES OF ORDER

Section 1. RULES OF ORDER

Meetings of the Board shall be governed by Robert's Rules of Order, insofar as such rules are not inconsistent or in conflict with these Bylaws and applicable law.

ARTICLE IX: DISSOLUTION

Section 1. DISSOLUTION

The terms for dissolution of the Association shall be consistent with the rules and regulations of the School and applicable law.

ARTICLE X: AMENDMENTS; REPEAL AND ADOPTION

Section 1. AMENDMENTS AND ADOPTION

The Bylaws of the Association may be amended or repealed and new Bylaws adopted by the affirmative vote of a majority of the Board.

ARTICLE XI: EFFECTIVE DATE

Section 1. EFFECTIVE DATE

(a) The effective date and ratification of these Bylaws and any amendments shall be upon the affirmative vote of a majority of the Board.

ARTICLE XII: STANDING ORDER

Section 1. STANDING ORDER

Standing orders and rules of practice consistent with these Bylaws may be prescribed from time to time by the Board in order to facilitate and expedite the carrying on of the business of the Association. The Secretary shall cause to be kept such orders and rules in permanent written form, properly indexed, and the same shall be a part of the permanent records of the Association. Such orders and rules shall govern and control the administration of the business and other affairs of the Association.