

**BYLAWS OF THE
GREATER SEATTLE
AL-ANON INFORMATION SERVICE**

Revised 30 June 2016

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**BYLAWS
OF**

ARTICLE I. NAME

The name of the organization is GREATER SEATTLE AL-ANON INTERGROUP COUNCIL, dba AL-ANON INFORMATION SERVICE (AIS).

ARTICLE II. PURPOSE

The Greater Seattle Al-Anon Intergroup Council, dba Al-Anon Information Service (AIS), is a body of members guided by the principles of Al-Anon, incorporated in the state of Washington to serve Al-Anon and Alateen. The AIS is guided by the Twelve Traditions of Unity, the Twelve Concepts of Service, the principles and practices of Al-Anon; more especially by the First Tradition, "Our common welfare should come first, personal progress for the greatest number depends upon unity".

These Bylaws are a formal agreement between AIS and Greater Seattle Al-Anon Groups and Districts as a whole, setting forth the means by which Al-Anon can give service to the Greater Seattle area. These Bylaws are intended as an instrument to preserve Al-Anon unity. The organization is organized exclusively for purposes pursuant to section 501(c)(3) of the Internal Revenue Code.

Section 2.01 Objectives.

The objectives of AIS are charitable and educational, as AIS is a service body only and it will:

- a. Cooperate with member Groups and Districts in their effort to make the public aware that Al-Anon and Alateen are for relatives and friends of alcoholics.
- b. Act as a point of contact with Al-Anon and Alateen for the general public.
- c. Serve as a "clearinghouse" for member Groups and Districts' activities and information.
- d. Serve as a communication center for member Groups and Districts with respect to matters of local policy, publicity and interest.
- e. Serve as a literature distribution center.

Section 2.02 Standing Rules and Procedures Manual (SRPM).

The AIS's listing of officer duties, committee duties, and other general operating procedures are contained in the Standing Rules and Procedures Manual (SRPM) document. The SRPM is a separate document from this bylaws document. The SRPM can be changed by discussion, vote, and, whenever possible, by substantial unanimity of participating Board of Directors at any Board meeting and ratified by vote and whenever possible, by substantial unanimity of participating AIS Council members at any Council meeting.

ARTICLE III. AIS MEMBERSHIP

Section 3.01 Group Eligibility and Qualifications.

To become a member of AIS, any Al-Anon or Alateen Group located in Washington Area Districts in and around Greater Seattle, which has registered (or is in the process of registering)

with the World Service Office (WSO), may register with AIS, with the understanding that it will abide by the Twelve Traditions of Unity, Twelve Concepts of Service, and keep its doors open to anyone whose life is or has been affected by someone else's drinking.

Section 3.02 Representatives and Alternates.

Each Group elects one of its members to serve as Information Service Representative (ISR). The Alternate Group Representative (AGR) generally serves as the ISR. The Group Representative (GR) generally serves as the Alternate Information Service Representative (AISR).

Section 3.03 Qualifications of Representatives.

The ISR and AISR should have stability and an understanding of the Twelve Traditions of Unity, Twelve Concepts of Service, and ample time to perform their duties.

Section 3.04 Term.

The term for both the ISR and the AISR is three years beginning in January, following the Washington Area elections.

Section 3.05 Restrictions on Membership.

An Al-Anon or Alateen member who is also a member of Alcoholics Anonymous (AA) is not eligible to serve in AIS as an ISR or AISR.

ARTICLE IV. MEETINGS

Regular Council meetings, regular Board meetings, and any Special Meetings will be held as necessary.

Section 4.01 Council Meetings.

The primary purpose of this meeting is the operation of AIS.

a. Location and Time.

Regular Council meetings shall be held at a location and time designated by the Council.

b. Attendance.

Council meetings shall be attended by Officers, Coordinators, Office Manager, AIS Liaison, Editors, Archivist, Parliamentarian and ISR's or their Alternates. Any member of Al-Anon or Alateen is welcome to attend.

Section 4.02 Board Meetings.

The primary purpose of this meeting is to establish the policy for running the organization, supervision of paid special workers, and to set the agenda for the regular Council meeting.

a. Location and Time.

Regular Board meetings shall be held at least four (4) times during the year (unless decided differently by the Board). The time and place of the Board meetings shall be at the discretion of the Board.

b. Attendance.

Board members are expected to attend all Board meetings. All meetings of the Board shall be open to any member of any registered Al-Anon or Alateen group.

Section 4.03 Special Meetings.

Special meetings of either the Board or the Council may be called by the Chair, or at the written request of three (3) or more Board or Council members.

a. Notice.

Notice shall state the purpose of the meeting. No other business shall be acted upon at any Special Meeting.

- (i) Special Council meetings shall be called by written notice mailed or e-mailed to each member of the Council at least ten (10) days before the date of the meeting.
- (ii) Special Board meetings shall be called by written notice mailed or e-mailed to each member of the Board at least five (5) days before the date of the meeting.

b. Location and Time.

The time and place of the Special meetings shall be at the discretion of the Chair.

c. Governing Rules.

Rules governing Regular Board or Regular Council meetings shall also govern Special Meetings of the Board or of the Council respectfully.

ARTICLE V. BOARD

The Board consists of the AIS Officers, Alternate District Representatives (ADR) or their Alternates, the Liaison to the Area World Service Committee (AWSC) meeting, the Office Manager, Coordinators, Editors, Parliamentarian, Archivist, and Advisory Member(s).

Because AIS is incorporated by the State of Washington, it must comply with these Bylaws. The Board is the ultimate authority on compliance with these Bylaws and ensuring the financial wellbeing of AIS.

Section 5.01 AIS Liaison.

The AIS Liaison is a member of the Board and represents AIS at the AWSC and serves a term of one (1) year. The AIS Liaison: a) attends the two (2) Washington Area AWSC meetings each year, at the expense of AIS, b) serves as the information link between AIS and AWSC, encouraging the exchange of information between the two entities and c) votes at the AWSC meetings, but not at any other Washington Area meetings. The AIS Liaison may ask the Council for help with the expenses incurred while attending Washington Area Pre- Conference, Summer Service Assembly, and Fall Assembly.

Section 5.02 Removal of Board Members.

a. Board Procedure.

The Board may remove, by majority vote, any Board member, including the Chair, who fails to attend two (2) consecutive meetings of the Board.

b. Council Procedure.

The Council, at any regular or special meeting, may remove from office the Chair or any Board member by a motion duly made, seconded, and carried by a majority vote of those entitled to vote.

ARTICLE VI. OFFICERS

Section 6.01 Officers.

The AIS Officers are the Chair, Vice-Chair, Secretary, and Treasurer. Officers should have experience, stability, and an understanding of the Twelve Traditions of Unity, Twelve Concepts of Service, the Service Manual, these Bylaws, and have ample time to perform their duties. The AIS Officers and Board members, with the exception of the Chair, may also continue to act in the capacity of an ISR.

a. Chair.

The Chair presides at all meetings of the Council, the Board, and the Executive Committee; and ensures that the duties of the Council, the Board, and the Executive Committee are implemented.

b. Vice Chair.

The Vice-Chair presides at meetings of the Council, the Board, and the Executive Committee in the absence of the Chair.

c. Secretary.

The Secretary records minutes at meetings of the Council, the Board, and the Executive Committee.

d. Treasurer.

The Treasurer confirms accuracy of all month-end financial statements for the Board, the Council, and official records.

Section 6.02 Election and Term.

At the November Council meeting, officers are elected from among members of the groups, by simple majority, with a written ballot. Term of office is one year beginning in January. The AIS Officers shall be installed at the January Council meeting.

Section 6.03 Eligibility, Nominations, and Resumes.

An Al-Anon or Alateen member, who is not a member of AA, is eligible to serve. The Board functions as the Nominating Committee. At the regular September Council meeting, the Nominating Committee can submit at least one (1) candidate for each vacant office, with further nominations accepted from the floor. Each nominee, upon accepting the nomination, can submit a brief Al- Anon/Alateen resume to be published in the October and/or November issues of the newsletter.

Section 6.04 Vacancies.

Vacancies and unexpired terms are filled temporarily by appointment by the Chair and elected by the Council at the next regular Council meeting.

ARTICLE VII. EXECUTIVE COMMITTEE

The effective, efficient functioning of AIS is the responsibility of all officers who, when a decision must be made quickly between regular meetings, act as an Executive Committee. The Executive Committee consists of the four officers of the Board and the Chair of the Policy Committee. Its purpose is to provide responsible emergency decision making between the Board and Council meetings, so that the Chair has official support and AIS is protected in truly unusual pressure situations. It follows the guidelines for the Board. Any actions will be fully reported at the next Council meeting.

ARTICLE VIII. STANDING COMMITTEES

All Standing Committees have Coordinators as chairpersons who have been appointed and continue to serve at the request of the Chair. Coordinators support the Districts and the Groups by coordinating activities for outreach and by planning participatory work projects if appropriate. Coordinators may also have specific duties at the AIS level as listed in the SRPM. An Al-Anon or Alateen member who is also a member of AA is not eligible to vote while serving as a Coordinator.

Coordinators will consult with and keep the AIS Chair current regarding activities and work projects in progress. A written record of activities should be kept throughout the year for insertion in the SRPM to serve as a reference for new Coordinators. Also, retiring Coordinators are encouraged to introduce the new Coordinator to the position.

Expenses of the Standing Committees and/or of their Coordinators must be approved in advance by the Council. Approved expenses will be reimbursed upon presentation of receipts. In some cases, specific Committee expenses may be part of the annual budget approval. Any mileage agreed upon in advance will be paid at the current rate paid by Washington Area.

The Standing Committees consist of Al-Anon members who serve at the request of the Coordinator, and representatives appointed from the nine member Districts to participate on the Committee. Consult the SRPM for specific details regarding each Committee and the Office Manager.

Section 8.01 List of Standing Committees.

Standing Committees are listed in the SRPM.

ARTICLE IX. OFFICE MANAGER

The Office Manager works closely with the Chair, Vice Chair, Treasurer, Office Committee Chair, Newsletter Editor, Web Site Editor, and Volunteers Coordinator to ensure proper office management and maintenance and fulfills responsibilities and duties of a paid Literature Distribution Center office employee as suggested in the current Al-Anon/Alateen Service Manual and outlined specifically in the Standing Rules and Procedures Manual.

Section 9.01 Hiring.

The Office Manager is hired and reviewed on an annual, or as needed, basis by the Office Committee, which consists of at least one active Board Officer.

Section 9.02 Vacancy.

In the event of a vacant position, a temporary Office Manager may be hired by the Office Committee and/or the Board.

Section 9.03 Removal.

The Office Manager's employment may be terminated with just cause by a majority vote of the Board.

Section 9.04 Eligibility.

The Office Manager may not serve as a volunteer in a policy-making position, such as Group Representative (GR), District Representative (DR), Area Assembly Office, Area Assembly Coordinator, Delegate, or WSO trustee.

ARTICLE X. PARLIAMENTARY PROCEDURE

Unless they conflict with the Twelve Traditions of Unity, the Twelve Concepts of Service, or these Bylaws, the most recent edition of "Al-Anon Alateen Service Manual" may be used as a guide in conducting AIS meetings.

ARTICLE XI. AMENDMENTS

These Bylaws may be amended and/or repealed in part or in whole at any regular AIS Council meeting by discussion, vote, and, whenever possible, by substantial unanimity of participating AIS Council members. The participating AIS Council members at the AIS Council meeting will decide, by a simple majority vote, what the requirements of substantial unanimity should be, whether two-thirds, three-quarters, or an even greater majority. A copy of the proposed amendment or amendments shall have been made available in e-media form or written to each ISR at least sixty (60) days prior to the meeting.

ARTICLE XII. INDEMNIFICATION

Section 12.01 Right of Indemnification.

Each person who is, or was threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, coordinator, trustee, officer, employee, or agent of AIS shall be indemnified and held harmless by AIS, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA (The Employee Retirement Income Security Act of 1974) excise taxes, or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, coordinator, trustee, officer, employee, or agent and shall inure to the benefit of his or her heirs,

executors and administrators; provided, however, that except as provided in Section 2 of this Article 12 with respect to proceedings seeking solely to enforce rights to indemnification, AIS shall indemnify any such person seeking indemnification in connection with a proceeding (or part hereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of AIS.

The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by AIS the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to AIS of an undertaking, by or on behalf of such director, coordinator, trustee, officer, employee or agent to repay all amounts so advanced if it is ultimately determined that such director, coordinator, trustee officer, employee or agent is not entitled to be indemnified under this Section 1 or otherwise.

Section 12.02 Right of Claimant to Bring Suit.

If a claim for which indemnification is required under Section 1 of this Article is not paid in full by AIS within sixty (60) days after a written claim has been received by AIS, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may thereafter bring suit against AIS, as provided by applicable law and statutes of limitation, to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article 8 upon submission of a written claim (and, in any action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to AIS), and thereafter AIS shall have the burden of proof to overcome the presumption that the claimant is not so entitled.

Neither the failure of AIS (including its board of directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by AIS (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement to advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 12.03 Non-exclusivity of Rights.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 12 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, these Bylaws, agreement, vote of members, if any, or disinterested directors or otherwise.

Section 12.04 Contract and Funding.

AIS may maintain insurance at its expense to protect itself and any director, coordinator, trustee, or officer, employee or agent of AIS. AIS may, without further membership act, enter into contracts with any director, coordinator, trustee, officer, employee or agent of AIS in furtherance

of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article 12.

Section 12.05 Indemnification of Employees and Agents of AIS.

AIS may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents payments of AIS with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expense of directors and officers of AIS or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE XIII. CONTRIBUTIONS AND SUPPORT

Although not a condition of membership, traditionally, it is suggested that it is the responsibility of the registered Groups to make voluntary financial and service contributions to AIS on a regular basis, according to their Group conscience.

Section 13.01 Local Al-Anon and Alateen.

AIS does not seek or accept support beyond the area it serves nor from any source except Al-Anon and Alateen members and groups.

Section 13.02 AA Contributions.

Contributions received from AA which are offered to acknowledge Al-Anon participation in a function may be accepted.

Section 13.03 Individual Contribution Limit.

Individual contributions and bequests can be limited to the same amount specified as the limit for contributions to the World Service Office in the Al-Anon/Alateen Service Manual in use at the time of the contribution. If contributions exceed the limit, the acceptance of the contributions will be determined by the AIS Board and Council.

Section 13.04 Memorial Contributions.

AIS can accept contributions in memory of deceased Al-Anon members from “family” who are not Al-Anon members. AIS recognizes accepting such contributions can give comfort to families as described in Tradition Five. AIS defines family as anyone who has a close relationship of loving care and concern for another. The individual donor defines his or her relationship to the deceased Al-Anon member. This one-time gift of gratitude can be limited to the same amount specified as the limit for contributions to the World Service Office in the Al-Anon/Alateen Service Manual in use at the time of the contribution. If contributions exceed the limit, the acceptance of the contributions will be determined by the AIS Board and Council. Memorial contributions by non-members are not solicited.

Section 13.05 Fund Raising.

Fund raising projects (auctions, bazaars, bake sales, potlucks, speakers' meetings, etc.) may be conducted by registered Groups and/or AIS in accordance with the Al-Anon/Alateen Service

Manual in use at the time.

Section 13.06 Merchandise Sales.

AIS does not stock nor offer program related jewelry or trinkets for sale because these items could divert AIS from its primary purpose and may endanger its tax-exempt status.

ARTICLE XIV. DISSOLUTION

Upon dissolution, the AIS Council shall, after paying or making provision for the payment of all liabilities, dispose of all its assets exclusively for the purposes of the fellowship in such manner or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under 501(c)(3) of the Internal Revenue Code of 1954 (as amended).

It is anticipated that any assets on hand at the dissolution of the Greater Seattle Al-Anon Intergroup Council DBA Al-Anon Information Service, shall be disbursed or distributed to Al-Anon Family Group Headquarters, Inc. qualified since 1956 as tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (as amended). Any such assets not so disposed of shall be disposed of by a court having jurisdiction in the county in which the principle place of business is then located. Distribution shall be exclusively for such purposes or to such organizations as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE XV. DECLARATION OF AUTHENTICITY OF DOCUMENTS

The undersigned, the duly elected, and acting officers of AIS, hereby declare these Bylaws by which they govern themselves.

IN WITNESS HEREOF we have hereunto subscribed our names

this _____ day of _____, 2016.

Chair: _____ Signature: _____

Address: _____

City, State, Zip Code: _____

Vice-Chair: _____ Signature: _____

Address: _____

City, State, Zip Code: _____

Secretary: _____ Signature: _____

Address: _____

City, State, Zip Code: _____

Treasurer: _____ Signature: _____

Address: _____

City, State, Zip Code: _____

This document was signed by the officers on 14 July 2016. The signed document and a copy will be submitted to Washington State and kept on file in the AIS office. Information in this document was left blank for publication on the AIS website.