#### **BYLAWS**

## NATIONAL CONFERENCE ON URBAN ENTOMOLOGY

#### ARTICLE I- NAME

The name of this organization is the National Conference on Urban Entomology.

## ARTICLE II-BACKGROUND

In the spring of 1985, individuals representing urban entomology and the pest control industry came together to organize a national conference to be held biennial. The mission of these conferences was to open channels of communication and information between scientists in industry, academia, and government, and to foster interest and research in the general area of urban and structural entomology.

The primary scope of the National Conference is to emphasize innovations and research on household and structural insect pests. It is the intent; however, to provide flexibility to include peripheral topics that pertain to the general discipline of urban entomology. It is anticipated that the scope of the conference could change through time, but the emphasis would be to provide an opportunity for urban entomologist to meet on a regular basis. It is not anticipated that any specific memberships would be required or expected, but that the cost associated with the conference would be met through registration fees and contributions. In the event that funds become available through donations or from the sale of conference proceedings, that these resources will be spent to meet expenses, to pay the expenses for invited speakers, and to provide scholarships to qualified students working in urban entomology. It is the intent of this organization to be non-profit, with financial resources provided to the Conference to be used entirely in support of quality programming and the support of scholarships.

## ARTICLE III-OBJECTIVES

The objectives of this organization are:

- 1. To promote the interest of urban and structural entomology.
- 2. To provide a forum for the presentation of research, teaching and extension programs related to urban and structural entomology.
- 3. To prepare a written/electronic proceedings of all invited and accepted papers given or prepared at the biennial meeting.
- 4. To promote scholarship and the exchange of ideas among urban entomologists.
- 5. As funds are available, scholarships will be awarded to students pursuing scholastic degrees in urban entomology. Three levels of scholarships will be offered: the first level is for Bachelor students; the second level is for Masters students; and the third level is for Ph.D. candidates. These students must register for, and attend, the conference and present the paper in order to receive funding. These scholarships will be awarded based solely on the merits of the candidates, and the progress that they have made towards

completion of their research and scholastic degrees. The student will receive funding only if they are currently enrolled in a university at the time that the conference is held.

6. There may also be first, second, and third place recipients of an onsite student competition for students who are currently involved in their undergraduate or graduate programs. These students can compete for scholarship funds; however, if any student has already been awarded a scholarship for the current meeting, and wishes to participate in this onsite competition, their presentation must be completely separate, and they must be properly registered in advance for this competition.

#### ARTICLE IV-JURISDICTION

The jurisdiction of this conference is limited to events held within the United States of America; however, we will be supportive of international urban entomology conferences as they are organized and held.

## ARTICLE V-MEMBERSHIP

There are no membership requirements associated with this organization except for the payment of registration fees which go to offset the cost of holding the conference, preparation/printing of proceedings and the offering of scholarships. All persons with an interest in urban entomology are invited to attend the conferences and associated events.

## ARTICLE VI-OFFICERS

Leadership for the Conference will be provided by the Chair of the Conference Committee. The Executive committee will be composed primarily of representatives from academia, industry and government. There will be seven officers of the Executive Committee and will include the following:

Chair of the Conference Committee

Chair of the Program Committee

Chair of the Awards Committee

Secretary to the Conference

Treasurer to the Conference

Chair of the Sponsorship Committee

Chair of the Local Arrangements Committee

The Chair of the Conference Committee will preside at all Committee meetings, and will be the Executive Officer for the organization, and will preside at meetings. In the absence of the Chair of the Conference Committee, the Chair of the Program Committee may preside. The voting members for executive decisions for the conference will be by a majority vote of a quorum which is here defined as at least five officers.

The duties of the officers are as follows:

Chair of the Conference Committee: To provide overall leadership for the Conference, to establish ad hoc committees as needed, and to solicit nominations for new officers as needed.

Chair of the Program Committee: To coordinate the conference in terms of arranging for invited speakers and scientific presentations as well as oversee the printing of announcements, programs and proceedings.

*Chair For Awards*: To oversee and administer the Mallis Award, scholarships and other honors or awards as approved by the executive committee.

Secretary: To take notes and provide minutes of meetings.

*Treasurer:* Provide documentation of expenditures, and the collection and disbursement of funds. To act on behalf of the executive committee in making arrangements with hotels, convention centers and other facilities in which conferences are held.

*Chair For Sponsorship*: This committee will be involved in fund raising and in seeking sponsorship for various aspects of the conference. It will also contact contributors and potential contributors to seek donations and support for the conference and associated events. It is anticipated that the committee will be composed of at least one member representing academia, and one member representing industry.

*Chair For Local Arrangements*: To gather information on behalf of the executive committee for hotels, convention centers and other facilities in which the conference is to be held. To arrange for audio/visual equipment, and to oversee the general physical arrangements for the conference.

## ARTICLE VII-TERMS OF OFFICE & SUCCESSION OF OFFICERS:

Officers may serve for a maximum of four conference terms (8 years); however, if no new nominations are received, the officers may continue until such time as replacements are identified and installed.

- The Awards Chair is the last position to be served, and may be relieved from NCUE officer duties unless asked or willing to serve NCUE in another capacity.
- The Conference Chair may serve for one conference after which time they will become the Chair of the Awards Committee.
- The Program Chair may serve for one conference term after which time they will become the Conference Chair.
- The Secretary may serve for one conference term, after which time they will become the Program Chair.
- The Chair for Local Arrangements should change with each conference unless the meetings are held in the same location.
- The Chair the Sponsorship Committee (to include both an academic and industry representative) will serve for two conferences.
- The Treasurer will serve for two conference cycles, unless reappointed by the Executive Committee.

## ARTICLE VIII-NOMINATION OF OFFICERS

Nominations for any of the chair positions may come from any individual, committee, or subcommittee, but must be forwarded to the Chair of the Conference before the final business meeting of each conference. It is further anticipated that individuals may be asked to have their names put into nomination by the Chair of the Conference. In the event that there are no nominations, the existing Chair may remain in office with a majority vote of the Executive Committee for the conference. It is clearly the intent of these provisions that as many new

people be included as officers of this organization as is possible, and no one shall be excluded from consideration.

#### ARTICLE IX-MEETINGS

Conferences of the National Conference on Urban Entomology will be held every two years. Meetings of the officers of this organization will meet at least annually either in direct meetings or by conference calls in order to plan the upcoming conference, and to conduct the business of the organization.

## ARTICLE X-FINANCIAL RESPONSIBILITIES

All financial resources of the Conference will be held in a bank under an account named, "National Conference on Urban Entomology", and may be subjected to annual audits. Expenditures may be made in support of the conference, for scholarships and other reasonable costs; however, funds may **not** be used to pay officers', or their staff's salaries, or for officers' travel expenses. In the event that this organization is disbanded, all remaining funds are to be donated to the Endowment Fund of the Entomological Society of America.

## ARTICLE XI-FISCAL YEAR

The fiscal year will run from January 1 through December 31 of each year.

# ARTICLE XII-AMENDMENTS

The bylaws for this organization may be amended by a two-thirds affirmative vote of the attendees at the business meeting, provided that the proposed amendments are available for review at least 48 hours in advance of the voting.

## ARTICLE XIII-INDEMNIFICATION

The National Conference on Urban Entomology shall indemnify any person who is or was a party, or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was an officer of the Committee, or a member of any subcommittee or task force, against expenses, judgments, awards, fines, penalties, and amount paid in settlement actually and reasonably incurred by such persons in connection with such action, suit or proceeding: (I) except with respect to matters as to which it is adjudged in any such suit, action or proceeding that such person is liable to the organization by reason of the fact that such person has been found guilty of the commission of a crime or of gross negligence in the performance of their duties, it being understood that termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent (whether or not after trial) shall not, of itself, create a presumption or be deemed an adjudication that such person is liable to the organization by reason of the commission of a crime or gross negligence in the performance of their duties; and (II) provided that such person shall have given the organization prompt notice of the threatening or commencement (as appropriate) of any such action, suit or proceeding. Upon notice from any such indemnified person that there is threatened or has been commenced any such action, suit or proceeding, the organization: (a) shall defend such indemnified person through counsel selected by and paid for by the organization and reasonably acceptable to such indemnified person which counsel shall assume control of the defense; and (b) shall reimburse such indemnity in advance of the final disposition of any such action, suit or

proceeding, provided that the indemnified person shall agree to repay the organization all amounts so reimbursed, if a court of competent jurisdiction finally determines that such indemnified persons liable to the organization by reason of the fact that such indemnified person has been found guilty of the commission of a crime or of gross negligence in the performance of their duties. The foregoing provision shall be in addition to any and all rights which the persons specified above may otherwise have at any time to indemnification from and/or reimbursement by the organization.

Modified: 5/19/10-passed