

# **Penn State University** **Police Officers Association**

## **Constitution & By-Laws**

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## **ARTICLE I. NAME, CHARACTER, AND STATEMENT OF PURPOSE**

**Section 1.** This organization shall be known as the Penn State University Police Officers Association (herein referred to as **“The Association”**).

**Section 2.** No person shall use the name or insignia of The Association except as authorized under these By-Laws. In no event shall the name or insignia of The Association be used for the purpose of charitable or other solicitation.

**Section 3.** The Association is an organization of Police Officers and Public Safety Specialists employed by Penn State University Police and Public Safety Department (herein referred to as **“The University”**), to engage in all business of a legal nature.

**Section 4.** The primary purpose of The Association is to act as the exclusive labor bargaining agent and representative of the police bargaining unit according to Act 195. In accordance with that purpose, the Association shall represent the interests of the bargaining unit and the members of the bargaining unit in a fair manner. In this role, The Association shall not discriminate against any bargaining unit member based upon membership in this Association.

**Section 5.** The Association is strictly non-sectarian and shall have no affiliation, directly or indirectly, with any other labor union, congress, federation, or like-organization by whatever name known. This section shall not be construed to prohibit cooperative efforts with any organization for lawful purposes and their common good. The Association shall ONLY, strike or by concerted action cause a cessation of the performance of police duties or induce others to do likewise after formal notification of intent to do so has been severed to The University in advance as a result of an impasse during the negotiations process.

## **ARTICLE II. EFFECTIVE DATE AND AMENDMENTS**

**Section 1.** These by-laws shall take effect on the date adopted by a majority of the membership and shall continue in force until duly amended or replaced.

**Section 2.** Amendments to these by-laws shall be submitted to any Executive Board Member of the Association to be reviewed and then presented to the Membership within thirty (30) days of the submission. Sixty (60) days after the Amendment is presented to the Membership the Executive Board shall:

**A.** Complete a vote at the first scheduled meeting of the Association after the sixty (60) days as lapsed.

OR

**B.** Complete an electronic vote through whichever means approved by the Executive Board which shall start immediately after the sixty (60) days have lapsed and continue for seven (7) days or until 100% of the membership has voted.

### **ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.**

**Section 1.** Any full-time or part-time Police Officer or Public Safety Specialist employed by The University shall be eligible for membership in the Association, subject to the provisions of these by-laws.

- A. Any “Eligible” employee presenting themselves for Association membership may be subject to a review process for possible denial of membership upon an official motion from any member in good standing being made and seconded by another member in good standing.
- B. The review process will be conducted by the Association’s Executive Board within closed sessions. During the review session, the merits of the motion to deny membership will be investigated and discussed. Upon completion of the review, a vote will be taken by the board members, with the results being furnished to the whole membership and with the “Eligible” employee.
- C. In the event of an Executive board impasse or sustained conflict of interest, and only with the support of the MAJORITY board membership, a vote of denial of membership can be presented to the general membership.

**Section 2.** All recognized members of the bargaining unit who **ARE NOT** members of the Association shall have no entitlement to vote or be heard on any matter that comes before the Association, and shall include but not be limited to, Association's operational costs directly paid for by membership dues, the election of officers, the modification of these by-laws, approval of any collective bargaining agreement or modification thereof, approval of processing any grievance, unfair labor practice charge, or like business relating to labor relations.

**Section 3.** All recognized members of the bargaining unit who **ARE** also members of the Association shall be entitled to vote upon all matters, including the Association's operational costs directly paid for by member dues, the election of officers, the modification of these by-laws, the approval of any collective bargaining agreement or modification thereof, approval of processing any grievance, unfair labor practice, or like business relating to labor relations.

**Section 4.** All recognized members of the bargaining unit who **ARE** also members of the Association **MUST** be active or associate members of a PA Fraternal Order of Police "F.O.P." Lodge in good standing. Any member not already a member of their local F.O.P. Lodge **MUST** join the Blue Lions F.O.P. Lodge # 116. If at any time an active or associate member separates or is no longer in good standing from their F.O.P. Lodge they must immediately join the Blue Lions F.O.P. Lodge # 116. If a member fails to be an active member in F.O.P. Lodge they **MUST** be removed from membership until such time they join or come into good standing with an F.O.P. Lodge.

**Section 5.** Any matter being brought to a general Association vote shall be bare the result of the majority vote of the membership, which shall be fifty percent plus one (50% +1) of the membership votes cast. However, in the matter of a bargaining impasse, a vote for intent to strike shall only carry with a result of no less than two-thirds (2/3) of the active association membership in good standing at the time of the vote.

#### **ARTICLE IV. EXECUTIVE BOARD**

**Section 1.** The Association's Executive Board shall be composed of the elected officers (President, Vice-President, Treasurer, and Secretary) and the immediate past president of this Association. Association Stewards shall be considered Ex Officio members of the Executive Board and are entitled to all board rights apart from Board Voting.

**Section 2.** The Executive Board shall meet at least once a month and shall have the majority of the elected officers present to constitute a quorum for transacting the business of the Association. In the event a quorum is not present, a lesser number may adjourn the meeting to some future time within thirty (30) days. Within seven (7) days of the meeting minutes must be provided to the membership either by posting on the website or via email. Meetings can be held in person or in electronic methods.

**Section 3.** The Executive Board shall have and exercise all administrative powers of the Association and have the authority to transact business to accomplish the aims and objectives of the membership following these by-laws.

**Section 4.** The expenses of the members of the Executive Board and the Stewards of this Association attending meetings or conferences may be paid by the Association.

## **ARTICLE V. OFFICERS & COMMITTEES**

**Section 1.** There shall be established the following offices within the Association. Those filling these offices shall be duly elected by a majority of the members of the Association who are also members of the bargaining unit during the below provided election cycles.

### **Section 2. President (Elected)**

The President shall be the Chief Executive Officer of the Association. S/He shall preside over all duly called meetings of the membership. S/He shall have general management of the business of the Association and shall see that all orders and resolutions duly passed by the Executive Board and/or by a vote of eligible membership are carried into effect. S/He, together with the Secretary shall execute all contracts that may be authorized by the vote-eligible membership. S/He shall be a member of all committees and shall have the authority to establish committees to inquire as to any affair concerning the Association. S/He shall have the power to call special meetings of the membership and all bargaining unit members. Notice of said special meetings shall be provided to members and non-member bargaining unit members at least fifteen (15) days prior to each such meeting.

- A. At the expiration of his term of office, s/he shall convey to their successor all unfinished business of the Association within ten (10) days thereafter and shall deliver to their successor all books, documents, records, and association property in their possession at that time.
- B. In the case, that an elected position comes open due to resignation or is not filled during the election process the President may fill the position by appointing a Bargaining Unit/Union Member in good standing to that term of office.

- C. An election for a two (2) year term as President shall be conducted in December of odd years. The term of office shall be January 1st at 0000 hours of the even year after the election until December 31st at 2359 hours two (2) years after the election. (Example: Election held in December 2021, hold the position starting January 1st, 2022 at 0000 hours until December 31st, 2023 at 2359 hours.)

**Section 3. Immediate Past-President (Non-Elected)**

The Immediate Past-President shall assist the President and the members of the Executive Board in the performance of their respective duties. S/He may attend the meetings of the Association and the Executive Board. The Immediate Past-President shall be deemed a member of the Executive Board but shall only be entitled to cast a vote to break a tie of the Elected Executive Board Members. S/He shall execute any or such assignments as may be requested by the President and./or the Executive Board.



**Section 4. Vice-President (Elected)**

The Vice-President shall be the Assistant Executive Officer of the Association. S/He shall attend all duly called meetings of the membership and preside over any meetings in the absences of the President. The Vice-president shall execute any or such assignments as may be ordered by the President. The Vice-president shall be declared the President in the event the office of the President becomes vacant for any reason.

- A. **During officially notified temporary absences of the President** the Vice-President shall have general management of the business of the Association and shall see that all orders and resolutions duly passed by the vote eligible membership are carried into effect. S/He, together with the Secretary shall execute all contracts that may be authorized by the vote-eligible membership. S/He shall be a member of all committees and shall have the authority to establish committees to inquire as to any affair concerning the Association. S/He shall have the power to call special meetings of the membership, and the membership and non-member bargaining unit members. Notice of said special meetings shall be provided to members and non-member bargaining unit members at least fifteen (15) days prior to each such meeting.
  
- B. At the expiration of his term of office, s/he shall convey to their successor all unfinished business of the Association within ten (10) days thereafter and shall deliver to their successor all books, documents, records, and association property in their possession at that time.

- C. An election for a two (2) year term as Vice-President shall be conducted in December of even years. The term of office shall be January 1st at 0000 hours of the odd year after the election until December 31st at 2359 hours two (2) years after the election. (Example: Election held in December 2022, hold the position starting January 1st, 2023 at 0000 hours until December 31st, 2024 at 2359 hours.)

#### **Section 5. Secretary (Elected)**

The Secretary shall have custody of all books, records, documents, the Seal of the Association, and all equipment and paraphernalia pertaining to their duties under the general authority of the President. S/He shall be responsible to make sure all communications both physical and electronic are answered or delivered to the appropriate officer in a timely manner. S/He shall record and transcribe all minute's general membership and executive board meetings and submit the same for approval or rejection at the next respective meeting. The secretary shall conduct the general correspondence of the Association. S/He shall be the official custodian of the Constitution and the by-laws, which shall be authenticated by the Seal of the Association and the signature of the President.

- A. The Secretary shall execute any such assignments as may be ordered by the President, Vice-president, and/or the Executive Board. The Secretary shall, together with the President, execute all contracts that may be authorized by the Executive Board. The Secretary shall have the authority, when countersigned by the President, Vice-President, and/or Treasurer, to draw, sign, and issue checks, drafts, money orders, or electronic transfers for the withdrawal of Association funds for the prompt payment of all lawful obligations of this Association.

- B. In the absence of a Treasurer, the Secretary shall assume all responsibilities of that office until such time a qualified successor is elected or appointed by the President.
- C. At the expiration of their term or termination thereof for any reason, s/he shall convey to their successor all unfinished business of the Association within ten (10) days and at that time shall deliver all records, books, documents, and property of the Association to their successor
- D. An election for a two (2) year term as Secretary shall be conducted in December of odd years. The term of office shall be January 1st at 0000 hours of the even year after the election until December 31st at 2359 hours two (2) years after the election. (Example: Election held in December 2021, hold the position starting January 1st, 2022 at 0000 hours until December 31st, 2023 at 2359 hours.)

#### **Section 6. Treasurer (Elected)**

The Treasurer shall have charge of the financial records of the Association including all books, cards, and papers showing the payments and non-payment of dues and/or assessments by members of the Association. The Treasurer's books/records shall be open for inspection by any member of the Executive Board. The Treasurer shall keep accurate records of all receipts and disbursements which shall be made available at all times for examination by any member of the Executive Board. The Treasurer shall receive and take charge of all monies belonging to the Association and execute financial decisions, outside of normal Association operation, as determined by the Executive Board.

- A. The Treasurer shall have the authority, when countersigned by the President, Vice-President, and/or Secretary, to draw, sign, and issue checks, drafts, money orders, or electronic transfers for the withdrawal of Association funds for the prompt payment of all lawful obligations of this Association.
- B. In the absence of a Secretary, the Treasurer shall assume all responsibilities of that office until such time a qualified successor is elected.
- C. At the expiration of their term or termination thereof for any reason, s/he shall convey to their successor all unfinished business of the Association within ten (10) days and at that time shall deliver all records, books, documents, and property of the Association to their successor.
- D. An election for a two (2) year term as Treasurer shall be conducted in December of even years. The term of office shall be January 1st at 0000 hours of the odd year after the election until December 31st at 2359 hours two (2) years after the election. (Example: Election held in December 2022, hold the position starting January 1st, 2023 at 0000 hours until December 31st, 2024 at 2359 hours.)

## **Section 7. Committees**

- A. The President at his discretion may form any committee S/He deems necessary to the operation of the Association. The President shall have the sole authority to organize and disband any committee of the Association.
- B. When the President creates a committee S/He shall communicate the objectives and goals of the Committee to all active members at the time of the creation of the Committee.
- C. Any Committee created by the President shall not have authority to enter into any agreement or spend any of the Association's money.

## **Section 8. Association Stewards**

A Steward of the Association is often referred to as a "Union Representative" that is charged with the defense of the Association's membership, interests, and collective bargaining agreement (CBA). The general responsibilities of this position are understanding member's rights under the CBA and Labor Law, being a point of contact for members for information and assistance, monitoring and enforcing provisions of the CBA and Labor Laws, notifying members of the Executive Board of violations, and represent and defend members believed to have violated University policy or the CBA in investigatory interviews (in accordance to the Member's *Garrity* and *Weingarten* Rights), that are reasonably expected to result in disciplinary action, and through the grievance procedure.

- A. The Association Executive Board shall designate members of the Association in good standing, who are also members of the bargaining unit, as Association Stewards and shall so inform the Assist Vice President (AVP), and the University's Labor Relations Director. Each designated individual shall be informed of the rights of bargaining unit members under the *Garrity* and *Weingarten* decisions and the role of an association Steward in investigatory interviews.

- B. Any individual designated as an Association Steward shall make themselves available upon the request of a bargaining unit member for representation during an investigatory interview. Any bargaining unit member who refused representation or any designated Steward denied the opportunity to represent the bargaining unit member once requested shall report the denial to the President immediately.
- C. Any designated Steward requested by a bargaining unit member shall inform the bargaining unit member of his/her rights as a member and shall ensure that the proper warnings are given by the interviewer. The designated Steward shall do his/her best to ensure the fair treatment of the bargaining unit member.
- D. Steward positions can be nominated by any bargaining member in good standing and/or volunteered to be held by any member in good standing. The Executive Board will vote on each nominated position put forward for approval. A Stewart Position will not have a term limit but will be reaffirmed at the completion of any new CBA reached with the University. It is the intent to have a minimum of two (2) Stewards within each of the Commonwealth Districts and three (3) Stewards assigned to the University Park Campus. The number of Steward Positions needed at any given time can be adjusted by the Executed Board without the need for a By-law amendment.
- E. Stewards are expected to be active in the Association's activities, and meetings. Stewards are expected to attend Executive Board Meetings, except executive sessions, but shall not have the ability to vote on any matters brought up during the meeting.

## **ARTICLE VI. LEGAL AID**

**Section 1.** Legal aid shall be granted in each instance approved by a majority vote of the members for legitimate Association or member-related purposes connected with a member's employment with the University. Legal aid shall be restricted to arbitration costs, court costs/fees, legal fees, and will not go beyond fair and equal representation standards. Legal aid in the form of legal fees shall only be paid when the member incurs such fees from the Association's attorney or Executive Board-approved legal counsel.

**Section 2.** All applications for legal aid must be made to the President. The President shall speak to the Executive Board who shall vote the majority winning the vote. The issue will then be presented to the membership for a vote within twenty-four (24) hours of the executive board decision via electronic voting and shall stay posted for no less than four (4) days or more than seven (7) unless 100% of the membership has voted.

**Section 3.** In the event, The Association elects to participate in the FOP Labor Plan (National or PA State) Sections 1 & 2 of this article shall be suspended while participation in that plan is active. The Executive Board shall review and vote on the issues to be presented to FOP Labor Services.

## **ARTICLE VII. DUES DEDUCTION AND FINANCIAL MATTERS**

**Section 1.** All recognized Association members of the bargaining unit shall be assessed monthly dues under the following terms:

- A. All Police Officers and Public Safety Specialists (Full-Time and Part-Time), except those listed in Subsection B, shall be assessed Eighty-Five Dollars (\$85.00) a month effective May 1st, 2022. This shall provide full legal aid services and protections. Any past due amounts prior to May 1st, 2022 will be assessed at the original One Hundred Dollars (\$100.00) a month unless otherwise approved by the Executive Board or Membership Vote.
- B. All Executive Board Members (President, Vice-President, Treasurer, Secretary, and, Immediate Past President) shall receive membership for free during their term of office. Nothing in this subsection limits any Executive Board Member from continuing to pay dues if they so choose.
- C. Non-payment of dues shall be grounds for termination of legal aid, loss of voting rights, loss of membership benefits, and status change to non-member status. Those employees covered under Collective Bargaining, who do not participate in membership, shall not receive any Membership benefits outside of the CBA (Note: assessment of fees for services rendered to nonassociation members may be incurred, bargaining unit member dues is a subject of bargaining in collective bargaining and may be included in these by-laws).



D. In the case of serious financial need, the President may call for an additional member assessment which will be placed into effect upon approval of the membership majority. The dues assessment may be increased on a year-to-year basis without amendment to these by-laws by the President with the consent of the majority of the membership.

**Section 2.** Payroll Deductions of Union Dues, if available, shall be mandatory participation for all recognized Association members within the bargaining unit. In the event of no payroll deductions, the Association shall provide alternative payment methods that will allow for recurring payments. All active members notify the Association in writing of any change in membership status, address, or payment account.

**Section 3.** Monthly Membership dues shall be divided into two (2) categories, Legal Services Plan & Association Operations. The Legal Services plan is a fixed amount determined by the Legal Services Plan provider. The Association Operations categories include but are not limited to the development of a “Strike Fund”, monthly business expenses, and payment of any financial obligations or contracts that the Association may obtain.

**Section 4.** The usual and customary legal and non-legal expenses of the Association necessary for its efficient operation shall be paid as a matter of course by the Treasurer with the approval of the President. The payment of such expenses need not be approved by the membership unless duly challenged by more than two-thirds (2/3) of the membership. Payment of expenses designated as extraordinary by the Treasurer must be approved by more than two-thirds (2/3) of the membership.

## **ARTICLE VIII. DISCIPLINE**

**Section 1.** Any member of the Association may be subject to discipline including removal from office and expulsion from the Association. Such discipline may be imposed only for good cause shown after a fair hearing conducted in accordance with Article 20, Section 6, of the Constitution and By-Laws of the Pennsylvania State Lodge, Fraternal Order of Police.

**Section 2.** Any member of the bargaining unit may be subject to discipline consisting of revocation of voting privileges and/or refusal of legal aid for just cause shown and in accordance with Article 20, Section 6 of the Constitution and By-Laws of the Pennsylvania State Lodge, Fraternal Order of Police.

## **ARTICLE IX. MEETINGS**

**Section 1.** The regular meeting of the Association shall take place Quarterly (February, May, August, & November) via Zoom on the third Sunday of the previously listed months. The conduct of all meetings shall be guided by these By Laws, and where the same are silent, by Roberts' "Rules of Order" revised. The membership and the Executive Board may choose to not conduct Quarterly meetings and instead provide updates and votes via electronic communication and approved electronic voting.

**Section 2.** Special meetings may be called by the President at any time following these by-laws. In addition, the President shall call a special meeting upon the written application of at least five (5) active members.

**Section 3.** Anytime a new Collective Bargaining Agreement (CBA) is negotiated and must be voted on by the membership the Executive Board shall hold at least two (2) meetings at different dates/times to review any/all proposed changes to the CBA. These meetings should occur after the proposed changes to the CBA have been published to all active members of the Association.

## **ARTICLE X. BARGAINING**

**Section 1.** In any year in which a collective bargaining agreement or arbitration award is set to expire, the Executive Board shall, by January 31st of the year, solicit the views and comments of bargaining unit members relative to proposals for collective bargaining. This solicitation can be conducted via regular meetings, special meetings, and written/electronic communications.

**Section 2.** All proposals submitted by members of the Bargaining Unit shall be reviewed and considered by the Executive Board before entering negotiations with the University. The Executive Board shall have sole decision-making authority in deciding which proposals are negotiated with the University.

**Section 3.** The Executive Board shall forward the proposals to labor counsel for review. Given due regard to the views of the labor council, the Executive Board shall draft final proposals before the start of negotiations with the University.

**Section 4.** The President shall serve upon the head of the University administration's notice of intent to commence collective bargaining in accordance with Act 195, enclosing those parts of the agreement that the Committee has decided to open for negotiation.

**Section 5.** All collective bargaining negotiation sessions with the employer shall be scheduled by the President who shall then notify the Executive Board of the date, time, and place of all sessions. The Executive Board shall communicate the dates of negotiations to active members.

**Section 6.** The Executive Board shall conduct all negotiations with the employer and shall act in the best interests of the unit as a whole, giving due regard to the express views of bargaining unit members and the advice of labor counsel.

**Section 7.** Upon receipt of any formal offer of settlement, the Executive Board shall consult with labor counsel and obtain a recommendation. The Executive Board shall then present the offer of settlement and the recommendation of labor counsel to all active members of The Association. Once the Executive Board completes the required meetings as per these By-Laws a vote shall be completed by all active members of the Association in good standing. The vote can be completed manually or electronically, whichever means approved by the Executive Board which shall start promptly after a formal settlement has been offered and the requirements of these By-Laws are met. The Vote shall continue for at least seven (7) days or until 100% of the membership has voted. A majority vote (50% of Association Membership +1) controls.

**Section 8.** If a signed collective bargaining agreement is not in place within thirty (30) days of the receipt of the notice to commence collective bargaining by the head of the University administration, the President shall, in accordance with Act 195, serve upon the head of the University, notifications of impasse identifying the Association's labor counsel as the Association's arbitrator, and attaching the final draft of proposals originally formulated by the Committee included in the prior notice as the list of issues in dispute.

**Section 9.** Within fifteen (15) days after the declaration of impasse, the Chairman shall provide all documents, books, and records documenting the progress of collective bargaining negotiations to the named association arbitrator, together with any additional information requested by the named arbitrator.

**Section 10.** Any Association member contacted by an agent of the University administration regarding any matter relating to collective bargaining or changes in terms of conditions of employment shall refer said agent to the President and shall notify the Executive Board immediately.

## **ARTICLE XI. GRIEVANCES**

**Section 1.** Any bargaining unit member having a grievance as defined by the collective bargaining agreement shall immediately notify the members of the Executive Board. If the member wishes to pursue the formal grievance process they shall complete the necessary Step 1 or 2 paperwork and submit it to the proper University Authority and the Executive Board within the terms of the Collective Bargaining Agreement.

**Section 2.** The Executive Board shall investigate the grievance and interview the grievant, if necessary. The investigation may include a requested opinion from labor counsel.

**Section 3.** Giving due respect to the merits of the grievance, its impact upon the grievant, the bargaining unit as a whole, chances of success, cost, and advice of labor counsel, the Executive Board shall determine whether to accept the grievance on behalf of the Association. The majority vote of the Executive Board shall control.

**Section 4.** The Executive Board's decision to accept or reject the grievance on behalf of the Association is final. The grievant may request a formal response from the Executive Board including details of why the Board chooses to not pursue the grievance.

**Section 5.** The Executive Board shall have the final authority to decide if any grievance is taken to Arbitration. The Executive Board shall review the merits of the grievance, its impact upon the grievant, the bargaining unit as a whole, chances of success, costs, and the advice of labor counsel. Any costs (whole or part) associated with the Arbitration that is the result of a non-active member of the Association shall be forwarded to that grievant for payment. If that grievant refuses to pay the Executive Board shall pursue legal action to obtain payment for any costs due.

## **ARTICLE XII. ASSOCIATION OPERATIONS**

**Section 1.** Except as provided in these by-laws, the latest edition of "Roberts' Rules of Order" shall govern the conduct and deliberations of the Association.

**Section 2.** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this by-laws shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**Section 3.** Executive Board Members shall not receive salaries for their services. However, the Executive Board Members may adopt a resolution providing for payment to Executive Board Members or Committee Members for out-of-pocket or personal expenses incurred by such board members in the performance of their duties. Any gifts or remuneration to an Executive Board Member or Committee Members shall be disclosed to the entire Executive Board within five (5) days. Any travel expenses related to lodging, meals, and incidental expenses shall be paid based on the Federal IRS per-diem rate in place at the time of travel. Any other reimbursed expenses shall require a copy of a receipt prior to the approval of payment.

### **ARTICLE XIII. DISSOLUTION OF FUNDS**

**Section 1.** Provision for Dissolution – Upon the dissolution of the Association, the Executive Board, after paying or making provision for the payment of all liabilities of the Association, dispose of the assets of the Association in such a manner, or to such organization(s), organized and operated exclusively for charitable, educational, religious or scientific purposes and shall at the time qualify as an exempt organization or organizations under section 501 (c) (3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law)

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Dale Moore (President)

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Jason Crants (Vice-President)

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Andrew Campbell (Secretary)

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Dustin Kennelly (Treasurer)