

**BYLAWS**  
**OF**  
**WISCONSIN ASSOCIATION OF TREATMENT COURT PROFESSIONALS, INC.**

**SECTION 1. DEFINITIONS:**

- (1) “Bylaws” means the code of rules adopted for the regulation or management of the affairs of the Wisconsin Association of Treatment Court Professionals.
- (2) “Board” means the group of persons vested with the management of the affairs of the Wisconsin Association of Treatment Court Professionals.
- (3) “President” means the chief executive officer of the Association. She/he shall have the general management of the business of the Association responsibilities, and shall see that all orders and resolutions of the Board are carried into effect.
- (4) “President-Elect” means the officer who shall perform the duties of the President of the Board in the event of the President’s absence, resignation, inability to perform such duties, and shall also perform such additional duties as may be assigned by the Board.
- (5) “Secretary” means the officer to whom the Board has delegated responsibility for custody of the minutes of the Board’s meetings and Members’ meetings and for authenticating the records of W.A.T.C.P.
- (6) “Treasurer” means the officer who administers the financial assets and liabilities of W.A.T.C.P.
- (7) “Director” means an individual, designated in the bylaws and the individual’s successors, and an individual elected or appointed by any other name or title to act as a member of the Board
- (8) “Advisor” means an individual designated in the Bylaws and the individual’s successor appointed by the Board with specific skills or experience who will advise the Board on matters within their expertise.
- (9) “Member” means a person who has membership rights in accordance with the provisions of the Bylaws.

**ARTICLE I**  
**ORGANIZATION**

**SECTION 1. NAME:**

- (1) The name of the Association is the Wisconsin Association of Treatment Court Professionals (hereinafter “W.A.T.C.P.”).

**SECTION 2. ADDRESS:**

- (1) The principal office of the Association shall be located in the primary office of the current Administrative Assistant. The Association may also have offices at such other places as the Board of Directors may from time to time determine or the business of the Association may require.

**SECTION 3. MISSION STATEMENT:**

The Association seeks to empower and inspire courts and communities to deliver transformative justice.

**SECTION 4. EQUITY & INCLUSION STATEMENT:**

The Association commits to encouraging equity in all treatment courts for all participants or potential participants by identifying disparities and supporting the elimination of disparities in all its forms at all organization levels and throughout all programs.

**ARTICLE II**  
**BOARD OF DIRECTORS**

**SECTION 1. MANAGEMENT AND CONTROL:**

- (1) The management and control of the business of the Association shall be vested in the Board of Directors (hereinafter “Board”), which shall have the power and authority to do and perform all acts and functions necessary to carry out the purposes and missions of the Association not inconsistent with these Articles and these Bylaws.

**SECTION 2. NUMBER OF DIRECTORS:**

- (1) The Board shall consist of ~~eighteen (18)~~ nineteen (19) Directors.
- (a) The Board must consist of the following professions: two (2) judges, two (2) licensed treatment providers, two (2) district attorneys, two (2) defense attorneys, two (2) law enforcement agents, two (2) probation agents and two (2) treatment court coordinators, and four (4) members from any of the following groups:
1. ~~Member~~ **Coordinator** of a Criminal Justice Coordinating Council
  2. Treatment Court Evaluator
  3. Vocational Counselor
  4. Community Stakeholder
  5. **Person with Lived Experience**
  6. **Other Treatment Court Professional**
- The 19<sup>th</sup> Director shall be the most recent Past President of the WATCP should that person want to continue on the WATCP Board of Directors after his/her term has expired. Should that person choose not to occupy this position, the Board shall elect a person from any category listed above to fill the remainder of the term.**
- (b) Each Director shall have a minimum of one year of active involvement with a problem-solving court in the state of Wisconsin, and be a member of the WATCP, unless the Board determines an exception shall be made.

**SECTION 3. NOMINATION AND ELECTION OF DIRECTORS:**

- (1) Any member may nominate a candidate for Director by submitting the name of said candidate **and the nomination form posted on the WATCP website** to the President **and WATCP Assistant via email, no later than one month** prior to the ~~election for said position~~ **start of the WATCP Annual Conference**. The President shall verify the qualifications of the candidate as required in Section 2 above and ensure her/his willingness to serve. ~~Qualified candidates shall be submitted for election by the membership at the next annual/special meeting.~~
- (2) **Directors will be elected at the WATCP Annual Conference by a majority vote of members in attendance at the conference.**
- (3) **If there are no nominations in a particular category, nominations can be made on the floor at the WATCP Annual Conference.**
- (4) **All nominations will be on the ballot in their respective categories as listed in Section 2(1). The individual(s) with the highest vote total(s) in their categories will be elected to the WATCP Board of Directors.**

**(5) New Directors will take office on the first of the month after the Annual Conference.**

**SECTION 4. TERMS:**

- (1) Each Director shall hold office for a period of two (2) years. There is no limit to the number of consecutive terms a Director can hold.
- (2) Unless the Board determines an exception shall be made, at all times there must be at least one Director for each required profession who has served at least one year of their full two year term.
- (3) If a Director resigns their position as a member of the Board, or for some other reason a vacancy occurs, the Board will appoint a replacement Director who holds the same professional role as the vacant Board role; such Director would then serve the remainder of the term for which he/she is being appointed.
  - (a) A nomination period will be open for at least two weeks prior to the WATCP Board meeting at which the replacement Director will be appointed.

**SECTION 5. RESIGNATION OF DIRECTORS:**

- (1) A Director may resign at any time by delivering written notice to the President or Secretary.
  - (a) When effective:
    - (i) A resignation is effective when the notice is received unless the notice specifies a later effective date.
      1. If the notice is made effective at a later date, the Board may make the effective date earlier and fill the pending vacancy if the Board provides that the successor does not take office until the effective date.

**SECTION 6. REMOVAL OF DIRECTORS ELECTED BY MEMBERS:**

- (1) Removal in General:
  - (a) The Members may remove, with or without cause, one or more Directors elected by them.
- (2) Number of Votes Needed to Remove:
  - (a) A Director may be removed only if the number of votes cast to remove the Director would be sufficient to elect the Director at a meeting to elect Directors.

(3) Meeting:

(a) A Director elected by the Members may be removed by the Members only at a meeting called for the purpose of removing the Director and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

(i) Written notice of a meeting under this Section, stating the time and place and object thereof shall be distributed, at least ten (10) days before such meeting, to each Member either via email or mailed, postage prepaid addressed as appears on the Membership List of W.A.T.C.P.

1. Meetings under the Section may, however, be called without notice, by written waiver of the right to such notice, signed by each person entitled thereto. Such notice shall be deemed to be given to, or waived by, all members present or represented at any such meeting except for any member who objects to the meeting because it was not lawfully called or convened.

(4) Entire Board:

(a) An entire Board may be removed under this Section.

(5) Failure to Attend Meeting:

(a) If a Director fails to attend two (2) or more meetings within the same year and without prior notice, the Board may remove that Director for failing to attend the specified number of meetings.

(b) Removal of a Director under this section shall occur at a regularly scheduled W.A.T.C.P. Board meeting. After a motion and a second to the motion, a majority vote by the Board a Director will result in the removal of the Director under this provision.

(6) Compensation:

(a) Directors shall serve on a voluntary basis and shall not be entitled to compensation for their actions as Directors unless otherwise and previously agreed upon by a quorum vote of the Members.

(b) If the Board deems it appropriate, it may so choose to hire support positions and compensate them as voted appropriate by the Board. Compensation will be no less than current minimum wage. Support positions cannot be held by current Directors.

**SECTION 7. MEETINGS OF THE BOARD:**

- (1) Regular meetings of the Board may be called at any time by the President of the Board, to be held at the principal office of the Association, or at such other place or places as a majority of the Directors may from time to time designate including by telephone or use of other technology.
  - (a) Written notice of a meeting under this Section, stating the time and place and object thereof shall be distributed, at least ten (10) days before such meeting, to each Member either via email, posting on an electronic source (e.g.: website or social media) or mailed, postage prepaid addressed as appears on the Membership List of W.A.T.C.P.
  - (b) Meetings under the Section may, however, be called without notice, by written waiver of the right to such notice, signed by each person entitled thereto. Such notice shall be deemed to be given to, or waived by, all members present or represented at any such meeting except for any member who objects to the meeting because it was not lawfully called or convened.
- (2) The Board will meet no less than three (3) times in a calendar year.
  - (a) Notice of regular meetings of the Board may be given in the time and manner determined by the President subject to the notice requirements provided in this Article.
- (3) The members of the Board may participate in and hold a meeting of the Board by means of conference telephone or live audiovisual means provided that all persons participating in the meeting can hear and communicate with each other.
- (4) Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- (5) Special meetings of the Board may be called at any time, or from time to time, by the President or the President-Elect, subject to notice requirements provided in this Article.
  - (a) Notice of special meetings of the Board may be given in the time and manner determined by the President subject to the notice requirements provided in this Article.
- (6) Notice of regular or special meetings of the Board may be waived if a waiver of notice of meeting, stating the time, purposes and objects of the meeting, is signed by all the Directors, provided that the waiver of notice of regular meetings so signed by all Directors need not specify the purposes and objects of the meeting.

**SECTION 8. QUORUM OF BOARD:**

- (1) A majority of the duly elected Directors shall constitute a quorum of the Board.
- (2) If a quorum is present when the meeting is convened, the Directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed in this Section, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum as fixed in this Section, or the refusal of any Director present to vote.

**SECTION 9. COMMITTEES:**

- (1) The Board may designate one or more committees; such committee or committees shall be appointed as deemed necessary. Each committee shall consist of three (3) or more Directors elected by the Board.
- (2) Each committee may exercise the powers of the Board with respect to the management and affairs of W.A.T.C.P. when the Board is not meeting, except for electing officers or the filling of vacancies on the Board or committees created under this Section.
- (3) The designation of a committee and the delegation of authority to it does not relieve the Board or any Director of any responsibility imposed upon the Board or Director by law.
- (4) The Board shall fill any vacancy occurring in any such committee, but the President may designate any member of the Association to serve on the committee pending action by the Board.
- (5) Members may volunteer or be appointed by a majority vote of the Board to serve on a committee.

**SECTION 10. ACTION BY CONSENT:**

- (1) Any action which may be taken at a meeting of the Board or any committee thereof, may be taken by consent in writing documented by the secretary with quorum of board members approval or signed by a quorum of the Directors or by a quorum of committee members, as the case may be, and filed with the records of proceedings of the Board or committee.

**SECTION 11. ADDITIONAL POWERS OF THE BOARD:**

- (1) In addition to the powers and authority expressly conferred by these bylaws upon it, the Board may exercise all such powers of W.A.T.C.P. and do all such lawful acts and things as are not by statute or by the Bylaws directed or required to be exercised or done by the members.

**SECTION 12. COSTS INCURRED BY DIRECTORS:**

- (1) At any convention, meeting, event or other gathering (hereinafter “event”) of the W.A.T.C.P. at which will be W.A.T.C.P. business conducted, if there is a fee, due, admission cost, or other monetary requirement (hereinafter “cost”) for attendance at such event, W.A.T.C.P. shall be responsible for the payment of cost incurred by a Director.
  - a. W.A.T.C.P. shall either pay directly to whomever is responsible for collecting payment at the cost; or
  - b. Reimburse the cost expended by the Director
- (2) Incidental costs, including but not limited to hotel costs, parking fees, meals, travel costs, etc. shall be paid for or reimbursed by W.A.T.C.P. at the discretion of and as determined by the Board.

**SECTION 13. LIMITED LIABILITY OF DIRECTORS:**

- (1) A Director is not liable to W.A.T.C.P., its members or creditors, or any person asserting rights on behalf of the W.A.T.C.P., its members or creditors, or any other person, for damages, settlements, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his/her status as a Director, unless the person asserting liability proves, by clear and convincing evidence, that the breach or failure to perform constitutes any of the following:
  - (a) A willful failure to deal fairly with W.A.T.C.P. or its members in connection with a matter in which the officer has a material conflict of interest.
  - (b) A violation of criminal law, unless the Director had reasonable cause to believe that his/her conduct was unlawful.
  - (c) A transaction from which the Director derived an improper personal profit or benefit.
  - (d) Willful misconduct.

**SECTION 14. ADVISORS:**

- (1) The Board may appoint and/or contract with Advisors to provide specific services or advice consistent with their area of expertise by a majority vote of the Board. Advisors are not limited to a set term, but serve at the **pleasure discretion** of the Board.



- (2) Advisors have no voting authority. Contracted advisors shall receive compensation consistent with said contract.

## **ARTICLE III**

### **OFFICERS**

#### **SECTION 1. OFFICERS:**

- (1) Principal Officers
  - (a) In order to be eligible for an officer position, a person seeking election must be a Director.
  - (b) The ~~Board~~ **Directors** shall elect a President, President-Elect, Secretary, and Treasurer.
    - (i) Term of office for President and President-Elect shall be two (2) years.
    - (ii) Term of office for Secretary and Treasurer shall be two (2) years.
- (2) Duties and Authorities of Officers and Agents
  - (a) Each Officer or Agent has the authority and shall perform the duties set forth in the Bylaws or, to the extent consistent with the Bylaws, the duties and authority presented in a resolution of the Board or by direction of an officer authorized by the Board to prescribe the duties and authority of other officers.
- (3) Two offices may be combined into one provided that no person holding more than one office may sign in more than one capacity, any certificate or other instrument required by law to be signed by two officers.
- (4) President
  - (a) She/he shall have the general powers and duties of supervision and management usually vested in the office of the president of a nonprofit Association. The President shall preside at all meetings of the Board. Upon completion of the two (2) year term as President, the President may be elected to serve as a board member.
  - (b) She/he may call special meetings of the Board at any time and from time to time, subject to notice being given of such meetings in accordance with Article II\_.
- (5) President-Elect

- (a) Shall be responsible for the coordination and scheduling of the W.A.T.C.P. annual member meeting and/or special meetings, subject to direction of and oversight by the President.
    - (i) She/he shall be assisted in fulfilling the coordinating and scheduling of the W.A.T.C.P. Annual Member Meeting and/or any other special meetings, by any committees deemed appropriate by the Board.
  - (b) She/he shall coordinate and schedule all committees.
  - (c) She/he shall ensure all Board actions are in compliance with the Bylaws
  - (d) Upon completion of the full term, the President-Elect shall serve a full term as President.
- (6) Secretary
- (a) She/he shall keep a full and complete record of the proceedings of the Association.
  - (b) She/he shall make service of meeting notices as may be necessary or proper, including but not limited to the posting of meeting notices on the W.A.T.C.P. website.
  - (c) She/he shall supervise the keeping of the records of the Association.
  - (d) She/he shall discharge such other duties of the office as directed by the Board.
  - (e) She/he shall personally attend all meetings of the Board and all meetings of the members and record all votes and the minutes of the proceedings in a book to be kept for that purpose.
  - (f) **In the event these powers and duties are delegated, the Secretary will provide oversight and report said activities to the Board.**
- (7) Treasurer
- (a) She/he shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the President or the Board.
  - (b) She/he shall disburse the funds of the Association as may be ordered by the President or the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Association.

- (c) She/he shall maintain one (1) address for any monetary payments, deposits, donations, and any and all forms required to be sent to the Treasurer.
- (d) In the event these powers and duties are delegated, the Treasurer will provide oversight and report said activities to the Board.

**SECTION 2. VACANCIES:**

- (1) If a vacancy occurs for an officer of the Board (President, President-Elect, Treasurer, and Secretary), the Board will appoint an interim officer, by a majority vote to finish the balance of that position's term.

**SECTION 3. RESIGNATION AND REMOVAL OF OFFICERS:**

- (1) Resignation
  - (a) An officer may resign at any time by delivering notice to W.A.T.C.P. in writing and shall deliver such notice to either the President or the Secretary.
    - (i) Written notice is effective when received, unless the notice specifies a later effective date and the Board accepts the later effective date.
      - 1. If a resignation is effective at a later date, the Board, or the officer authorized by the Bylaws or the Board to appoint the resigning officer, may fill the pending vacancy before the effective date if the appointment provides that the successor may not take office until the effective date.

(8) Removal:

- (a) The Board may remove any officer at any time, with or without cause.

**SECTION 4. LIMITED LIABILITY OF OFFICERS:**

- (1) An officer is not liable to W.A.T.C.P., its members or creditors, or any person asserting rights on behalf of the W.A.T.C.P., its members or creditors, or any other person, for damages, settlements, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his/her status as an officer, unless the person asserting liability proves, by clear and convincing evidence, that the breach or failure to perform constitutes any of the following:

- (a) A willful failure to deal fairly with W.A.T.C.P. or its members in connection with a matter in which the officer has a material conflict of interest.
- (b) A violation of criminal law, unless the officer had reasonable cause to believe that his/her conduct was unlawful.
- (c) A transaction from which the officer derived an improper personal profit or benefit.
- (d) Willful misconduct.

**SECTION 5. POWER TO APPOINT:**

- (1) The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall execute such powers and perform such duties as shall be determined from time to time by the Board.

**SECTION 6. POWER TO DELEGATE:**

- (1) In the case of the absence of any officer of the Association, or for any other reasons that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties of such officer to any other officer, or to any Director, provided a majority of the Board agrees.

**ARTICLE IV**

**MEMBERSHIP**

**SECTION 1. RIGHTS OF MEMBERS:**

- (1) All Members shall have the same rights and obligations with respect to voting and dissolution.
- (2) All Members shall have the rights and obligations with respect to any other matters, except as set forth or authorized by the Bylaws.

**SECTION 2. TRANSFERS:**

- (1) Except as set forth in or authorized by the Bylaws, no Member may transfer a membership or any right arising from a membership except that in matters where members are permitted by Bylaws to vote, members may permit other members to vote on their behalf by proxy.

**SECTION 3. MEMBER'S LIABILITY TO 3<sup>RD</sup> PARTIES:**

- (1) A Member is not, as a Member, liable for the acts, debts, liabilities or obligations of W.A.T.C.P.

**SECTION 4. MEMBER'S LIABILITY FOR DUES, ASSESSMENTS AND FEES:**

- (1) Dues for annual membership in W.A.T.C.P. shall be assessed at \$30.00 payable in conjunction with registration fees for the Annual Statewide Conference or contemporaneous with an application for membership if the member fails to attend the annual conference.
- (2) Any increase in membership dues must be approved through vote by the membership prior to going into effect.
- (3) No person may be a member of W.A.T.C.P. without making payment of the annual dues unless such person applies for a waiver of the annual dues and/or renewal of the annual dues.
  - (a) Such a person seeking waiver of membership dues and/or renewal of the annual dues shall write to the President of W.A.T.C.P. outlining the reasons for the waiver of dues request.
  - (b) The President shall be solely vested with the authority to either grant or deny a person's request for waiver of membership dues and/or renewal of the annual dues.
  - (c) If a waiver of annual dues or a waiver of the renewal of the annual dues is granted, the person receiving the waiver shall be required to make a new request for a waiver of dues annually.
  - (d) A person may apply for a waiver of annual dues as many years as he/she believes he/she is in need of a waiver.
  - (e) There is no limit to the number of annual dues that can be waived by the President

**SECTION 5. TERMINATION, EXPULSION AND SUSPENSION OF MEMBERSHIP:**

- (1) Termination of Membership:
  - (a) Membership shall be terminated by death, voluntary withdrawal or expulsion.
  - (b) Upon Termination of Membership, all of the rights and obligations of membership shall cease.
- (2) Expulsion and Suspension:

- (a) A member may be expelled or suspended for a specific period of time, by an affirmative vote of two-thirds (2/3) of the members entitled to vote, or by an affirmative vote of two-thirds (2/3) of the Directors if there are no members entitled to vote.

(3) Liability:

- (a) A member who has been expelled or suspended may be liable to W.A.T.C.P. for dues, assessments or fees because of obligations incurred or commitments made before expulsion or suspension.

**SECTION 6. ANNUAL MEMBERS' MEETINGS:**

(1) Notice of Meeting:

- (a) An annual meeting of W.A.T.C.P. shall be held at a time and place established by the Board.
- (b) Any meeting shall be held within the State of Wisconsin.
- (c) Members who are unable to attend may participate via telephonic or live audiovisual means. On request, the Board will ensure provisions are made to do so.

(2) Matters considered at Annual Meeting

- (a) An officer shall report on the activities and financial condition of W.A.T.C.P., and the members shall consider and act upon such other matters that may be raised, provided proper notice has been given.
- (b) Written notice of a meeting under this Section, stating the time and place and object thereof shall be distributed, at least ten (10) days before such meeting, to each member either via email, posting on an electronic source (e.g. website or social media), or mailed, postage prepaid address as appears on the books of W.A.T.C.P.
- (c) Meetings under this Section may, however, be called without notice, by written waiver of the right to such notice, signed by each person entitled thereto. Such notice shall be deemed to have been given to, or waived by, all members present or represented at any such meeting except for any member who objects to the meeting because it was not lawfully called or convened.

(3) Adjourned Meeting

- (a) If an Annual Meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment.
- (4) Notice of Issues Raised by Members
  - (a) When giving notice of an annual, regular or special meeting of Members, W.A.T.C.P. shall give notice of a matter that a member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received by the Secretary or President of W.A.T.C.P. at least ten (10) days before W.A.T.C.P. gives notice of the meeting.
  - (b) Such notice shall be shall be distributed, at least ten (10) days before such meeting, to each member either via email or mailed, postage prepaid address as appears on the books of W.A.T.C.P. as well as posted on the W.A.T.C.P. website.
- (5) Failure to Hold Annual Meeting
  - (a) The failure to hold an annual or regular meeting at a time and place establish under this Section does not affect the validity of W.A.T.C.P. action.

**SECTION 7. REGULAR MEETINGS:**

- (1) Members may hold a regular meeting provided that the following occur:
  - (a) Written notice of a meeting of members, stating the time and place and object thereof shall be distributed, at least ten (10) days before such meeting, to each member either via email, posting on an electronic source (e.g. website or social media), or mailed, postage prepaid address as appears on the books of W.A.T.C.P. as well as posted on the W.A.T.C.P. website.
  - (b) Meetings under this Section may, however, be called without notice, by written waiver of the right to such notice, signed by each person entitled thereto. Such notice shall be deemed to have been given to, or waived by, all members present or represented at any such meeting except for any member who objects to the meeting because it was not lawfully called or convened.
- (2) Matters Considered at Regular Meetings:
  - (a) Members shall consider and act upon such matters as may be raised, provided proper notice is given.
- (3) If a Regular Meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting

before adjournment.

**SECTION 8. SPECIAL MEETINGS:**

- (1) W.A.T.C.P. shall hold a special meeting of Members if any of the following occurs:
  - (a) A special meeting is called by the Board or any person authorized by the Bylaws to call a special meeting.
  - (b) Members holding at least five-percent (5%) of the voting power of W.A.T.C.P. and deliver to any Officer one or more written demands for the meeting describing one or more purposes for which it is to be held.
  - (c) All meetings of the membership may, however, be called without notice, by written waiver of the right to such notice, signed by each person entitled thereto. Such notice shall be deemed to have been given to, or waived by, all members present or represented at any such meeting except for any member who objects to the meeting because it was not lawfully called or convened.
  
- (2) Place of Meeting:
  - (a) A meeting under this Section may be held consisting of Members at the place stated in or fixed in accordance with the Section.
  - (b) Any meeting under this Section shall be held in the State of Wisconsin.
  - (c) Wisconsin Members who are unable to attend may participate via telephonic or live audiovisual means. On request, the members will ensure provisions are made to do so.
  
- (3) Scope of Meeting:
  - (a) Only those matters that are within the purpose describe in the meeting notice may be conducted at a special meeting of Members.
  
- (4) If a Special Meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment.
  
- (5) Notice of Special Meeting:
  - (a) Written notice of a Special Meeting of members, stating the time and place and object thereof shall be distributed at least ten (10) days before such meeting to each member either via email or mailed, postage prepaid address as appears on the books of W.A.T.C.P as well as posted on the W.A.T.C.P. website.



**SECTION 9. ACTION BY WRITTEN BALLOT:**

- (1) Any action that may be taken at an annual, regular or special meeting of Members may be taken without a meeting if W.A.T.C.P. delivers a written ballot to every member entitled to vote on the matter.
  - (a) Ballot Requirements:
    - (i) A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.
    - (ii) Ballots may be distributed and the vote collected via electronic polling or paper ballot sent and returnable via prepaid postage.
  - (b) Voting Requirements:
    - (i) Approval by written ballot under this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at the meeting authorizing the action, or as specified by the ballot in para (12) (a) (1) below and an affirmative majority of votes are received.
- (2) Solicitation Requirements:
  - (a) A solicitations for votes by written ballot shall include all of the following:
    - (i) The number of responses needed to meet the quorum requirements.
    - (ii) The time by which a ballot must be received by W.A.T.C.P.
- (3) Revocation:
  - (a) A written ballot may not be revoked.

**SECTION 10. MEMBERS' LIST:**

- (1) List of Members:
  - (a) W.A.T.C.P. shall collect and maintain an alphabetical list of the names and contact information of all of its members. Said list may be used for notice of meetings, voting and/or any other permissible purpose as determined by the Board.
  - (b) Members may limit the use of their contact information to notice of meetings and voting by written request directed to the president or designee.

**Section 11. VOTING ENTITLEMENT GENERALLY:**

- (1) Each member is entitled to one vote on each matter to be voted on by the Members.

**Section 12. QUORUM OF MEMBERS:**

- (1) A Members' Meeting properly called on due notice, if notice is required, may be organized for the transaction of business whenever a quorum is present. A quorum of the membership is at minimum one-third (1/3) of the **association** membership ~~present at such meeting~~, unless the Bylaws provide otherwise.
  - (a) The following rules shall apply to such meetings:
    - (i) The members or proxies present at a duly organized meeting shall constitute a quorum, and may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum as stated in this Section, or the refusal of any member present to vote.
    - (ii) If a meeting cannot be organized for lack of a quorum, those present may adjourn the meeting to the time and place, which they determine.
    - (iii) In the case of any meeting called for the election of Directors, ~~attend the second of such adjourned meetings~~, **those who submit votes, although even if that number is** less than a quorum as stated in this Section, shall nevertheless constitute a quorum for the purpose of electing Directors.
    - (iv) **Membership in attendance at an annual meeting called with due notice and held at the statewide conference will constitute a quorum for any vote conducted during the statewide conference.**

**Section 13. VOTING OF MEMBERS:**

- (1) Quorum Requirements:
  - ~~(a) Unless the Bylaws provide otherwise, one third (1/3) of the votes entitled to be cast on a matter must be represented at a meeting of members to constitute a quorum on that matter.~~
  - (b) A Bylaw amendment to decrease the quorum for any member action may be approved by an affirmative majority vote of all W.A.T.C.P. members or, unless prohibited by the Bylaws, by an affirmative majority vote of the Board.
  - (c) A Bylaw amendment to increase the quorum required for any member action must be approved by an affirmative majority vote of all W.A.T.C.P. members.

- (d) The only matters that may be voted upon at an annual or regular meeting of members are those matters that are described in the meeting notice, unless at least one of the following conditions is met:
  - (i) One-third (1/3) or more of the voting power of the membership is present in person or by proxy.
  - (ii) The meeting notice contains a general statement that matters other than those specifically describe in the notice may be considered at the meeting.

(2) Voting Requirements:

- (a) A majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by this Section, or the Bylaws.
- (b) A Bylaw amendment to increase or decrease the vote required for any member action must be approved by an affirmative majority vote of all W.A.T.C.P. members.
- (c) Voting by Proxy
  - (i) A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form either personally or by an attorney-in-fact.
  - (ii) An appointment of a proxy is effective when received by the secretary or other officer or agent authorized to tabulate votes.
  - (iii) An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.
  - (iv) The death or incapacity of the of the member appointing a proxy does not affect the right of W.A.T.C.P. to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment.
  - (v) An appointment of a proxy is revocable by the member unless the appointment form conspicuously states that it is irrevocable.
    - 1. Appointment of a proxy is revoked by the person appointing the proxy in any of the following ways:
      - i. Attending any meeting and voting in person.
      - ii. Providing to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the

appointment of the proxy is revoked or a subsequent appointment form.

- (3) Voting Agreements:
  - (a) Two or more members may provide for the manner in which they will vote by signing an agreement for that purpose.
    - (i) Such an agreement will be revoked upon the written notice of any members participating in the agreement, or upon the death or incapacitation of any member participating in the agreement.
- (4) A majority of the votes actually cast shall decide any matter properly brought before a members' meeting organized for the transaction of business.

#### **SECTION 14. LIMITED LIABILITY OF VOLUNTEERS:**

- (1) Definition
  - (a) “Volunteer”
    - (i) An individual, other than a Director, officer, manager, member, agent, or employee of W.A.T.C.P., who provides services to or on behalf of W.A.T.C.P.
- (2) Except as provided in Subsection 3 of this Section, a volunteer is not liable to any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from any act or omission as a volunteer, unless the person asserting liability proves that the act or omission constitutes any of the following:
  - (a) A violation of criminal law, unless the volunteer had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful.
  - (b) Willful misconduct.
  - (c) If the volunteer is a Director or officer of W.A.T.C.P., an act or omission within the scope of the volunteer’s duties as a Director or officer.
  - (d) An act or omission for which the volunteer received compensation or any thing of substantial value instead of compensation.
  - (e) Negligence in the practice of a profession, trade or occupation that requires a credential, or other license, registration, certification, permit or approval, if the

volunteer did not have the required credential, license, registration, certificate, permit or approval at the time of the negligent act or omission.

- (3) Except as provided in paragraph (b), this Subsection does not apply to any of the following:
- (a) A civil or criminal proceeding brought by or on behalf of any governmental unit, authority or agency.
  - (b) A proceeding brought by any person for a violation of state or federal law if the proceeding is brought under an express private right of action created by state or federal statute.
  - (c) Claims arising from the negligent operation by a volunteer of an automobile, truck, train, airplane or other vehicle for which an operator's permit, license or insurance is required.
  - (d) (a) or (b) does not apply to a proceeding brought by or on behalf of a governmental unit, authority or agency in its capacity as a contractor.

## **ARTICLE V**

### **INDEMNIFICATION**

#### **SECTION 1. DEFINITIONS:**

- (1) "Director or Officer"
- (a) An individual who is or was a Director or officer of W.A.T.C.P.
  - (b) An individual who, while a Director or officer of W.A.T.C.P., is or was serving at W.A.T.C.P.'s request as a Director, officer, member of any governing or decision-making committee, manager, employee or agent of another Association, employee or agent of another Association, corporation or foreign corporation, limited liability company, partnership, joint venture, trust or other enterprise.
  - (c) An individual who, while a Director or officer of an Association or corporation, is or was serving an employee benefit plan because his or her duties to W.A.T.C.P. also impose duties, or otherwise involve services by, the individual to the plan or to participants in or beneficiaries of the plan.
- (2) "Expenses"
- (a) Fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

- (3) “Liability”
  - (a) The obligation to pay a judgment, settlement, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan, plus costs, fees, and surcharges imposed, and reasonable expenses.
- (4) “Party”
  - (a) An individual who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.
- (5) “Proceeding”
  - (a) Any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which includes foreign, federal, state or local law and which is brought by or in the right of an Association, corporation, or by any other person.

**SECTION 2. MANDATORY INDEMNIFICATION:**

- (1) W.A.T.C.P. shall indemnify a Director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director or officer was a party because he or she is a Director or officer of W.A.T.C.P.
- (2) Exceptions to Mandatory Indemnification
  - (a) In cases not included in Section 2 of this Article, W.A.T.C.P. shall indemnify a Director or officer in a proceeding to which the Director or officer was a party because he or she is a Director or officer of W.A.T.C.P., unless liability was incurred because the Director or officer breached or failed to perform a duty that he or she owes to W.A.T.C.P. and the breach or failure to perform constitutes any of the following:
    - (i) A willful failure to deal fairly with W.A.T.C.P. or its members in a connection with a matter in which the Director or officer has a material conflict of interest.
    - (ii) A violation of the criminal law, unless the Director or officer had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful.
    - (iii) A transaction from which the Director or officer derived an improper personal profit or benefit.

- (iv) Willful Misconduct.
  - (b) Determination of whether indemnification is required under this subsection shall be made under Section 3 of this Article.
  - (c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or officer is not required under this subsection.
- (3) A Director or officer who seeks indemnification under this Section shall make a written request to W.A.T.C.P.

**SECTION 3. DETERMINATION OF RIGHT TO INDEMNIFICATION:**

- (1) Unless otherwise provided by the Bylaws or by written agreement between the Director or officer and W.A.T.C.P., the Director or officer seeking indemnification under Section 2 of this Article shall select one of the following means for determining his or her right to indemnification:
- (a) Board of Director Vote
    - (i) By a majority vote of a quorum of the Board consisting of Directors who are not at the time parties to the same or related proceedings.
    - (ii) If a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board and consisting solely of two (2) or more Directors who are not at the time parties to the same or related proceeding.
      - (i) Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.
  - (b) Independent Legal Counsel
    - (i) By independent legal counsel selected by a quorum of the Board or its committee in the manner prescribed in Subsection (a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board, including Directors who are parties to the same or related proceedings.
  - (c) Arbitrators
    - (i) By a panel of three (3) arbitrators consisting of:

- (i) One (1) arbitrator selected by those Directors entitled under Subsection (b) to select independent legal counsel,
  - (ii) One (1) arbitrator selected by the Director or officer seeking indemnification, and
  - (iii) One (1) arbitrator selected by the two arbitrators previously selected.
- (d) Members
  - (i) By an affirmative vote of members with voting rights, if any.
    - (i) Membership rights owned by, or voted under the control of, persons who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not be voted in making the determination.
- (e) Court
  - (i) By a court order under Section 6 of this Article.

**SECTION 4. ALLOWANCE OF EXPENSES AS INCURRED:**

- (1) Upon written request by a Director or officer who is a party to a proceeding, W.A.T.C.P. may pay or reimburse his or her reasonable expenses as incurred if the Director or officer provides W.A.T.C.P. with all of the following:
  - (a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to W.A.T.C.P.
  - (b) A written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by W.A.T.C.P., to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 3 of this Article that indemnification under Section 2 of this Article is not required and that indemnification is not ordered by a court under Section 6 of this Article.
    - (i) The undertaking under this Subsection shall be an unlimited general obligation of the Director or officer and may be accepted without reference to his or her ability to repay the allowance.
    - (ii) The undertaking may be secured or unsecured.

**SECTION 5. ADDITIONAL RIGHTS TO INDEMNIFICATION AND ALLOWANCE OF EXPENSES:**



- (1) Sections 2 and 4 of this Article do not preclude any additional right to indemnification or allowance of expenses that a Director or officer may have under any of the following:
  - (a) Bylaws.
  - (b) A written agreement between the Director or officer and W.A.T.C.P.
  - (c) A resolution of the Board.
  - (d) resolution, after notice, adopted by a majority vote of members who are entitled to vote
  
- (2) Regardless of Subsection (1) of this Section, W.A.T.C.P. may not indemnify a Director or officer, or permit a Director or officer to retain any allowance of expenses unless it is determined by or on behalf of W.A.T.C.P. that the Director or officer did not breach or fail to perform a duty that he or she owes to W.A.T.C.P. which constitutes conduct under Section 2(a)(i), (ii), (iii), or (iv) of this Article.
  - (a) A Director or officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this Subsection.
  
- (3) Sections 1 through 3 of this Article do not affect W.A.T.C.P.'s power to pay or reimburse expenses incurred by a Director or officer in any of the following circumstances:
  - (a) As a witness in a proceeding to which he or she is not a party.
  - (b) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, Director or officer of W.A.T.C.P.

**SECTION 6. COURT-ORDERED INDEMNIFICATION:**

- (1) Except as otherwise provided by written agreement between the Director or officer and W.A.T.C.P., a Director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.
  - (a) Application shall be made for an initial determination by the court under Section 3(5) of this Article or for review by the court of an adverse determination under Section 3(a), (b), (c), (d), or (e) of this Article.
  - (b) After the receipt of an application, the court shall give any notice it considers necessary.

- (2) The court shall order indemnification if it determines any of the following:
  - (a) That the Director or officer is entitled to indemnification under Section 2(a) or (b)
    - (i) If the court also determines that W.A.T.C.P. unreasonably refused the Director's or officer's request for indemnification, the court shall order W.A.T.C.P. to pay the Director's or officer's reasonable expenses incurred to obtain the court-ordered indemnification.
    - (ii) That the Director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, regardless of whether indemnification is required under Section 2(b) of this Article.

**SECTION 7. INDEMNIFICATION AND ALLOWANCE OF EXPENSES OF EMPLOYEES AND AGENTS:**

- (1) W.A.T.C.P. may indemnify and allow reasonable expenses of an employee or agent who is not a Director or officer to the extent provided for by the Bylaws, by general or specific action of the Board or by contract.

**SECTION 8. INSURANCE:**

- (1) W.A.T.C.P. may purchase and maintain insurance on behalf of an individual who is an employee, agent, Director or officer of W.A.T.C.P. against liability asserted against and incurred by the individual in his or her capacity as an employee, agent, Director or officer, regardless of whether W.A.T.C.P. is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 2, 4, 6, and 7 of this Article.

**ARTICLE VI**

**AMENDMENTS**

**SECTION 1. AMENDING BYLAWS:**

- (1) All proposed alterations or amendments to the Bylaws must be submitted to the board for review and approval by majority vote.
- (2) Upon approval by the Board the proposed amendments will be provided to the membership via email, electronic posting or U.S. mail.
- (3) These Bylaws may be altered or amended or repealed only by the affirmative vote of a majority of the Members present at any regular or special meeting of the Members called for that purpose, provided there is a quorum of members at such meeting.

**SECTION 2. EMERGENCY BYLAWS:**

- (1) Definition
  - (a) “Emergency” means a catastrophic event that prevents a quorum of the W.A.T.C.P. Directors or Members from being readily assembled.
- (2) Adoption of Emergency Bylaws
  - (a) The Board may adopt Bylaws that are effective only in an emergency. Emergency Bylaws are subject to amendment or repeal by the Board or Members, if any
    - (i) Emergency Bylaws may provide special procedures necessary for managing W.A.T.C.P. during the emergency, including but not limited to, the following:
      - 1. Procedures for calling a meeting of the Board;
      - 2. Quorum requirements for the meeting; and/or
      - 3. Designation of additional or substitute Directors.
- (3) Effectiveness
  - (a) Provisions of the regular Bylaws that are consisted with the Emergency Bylaws remain effective during the Emergency. The Emergency Bylaws are not effective after the Emergency ends.
  - (b) Actions Taken under Emergency Bylaws
    - (i) W.A.T.C.P. action taken in good faith with the Emergency Bylaws binds W.A.T.C.P. and may not be used to impose liability on a Director, Officer, Member, Employee, or Agent.

**ARTICLE VII**

**MISCELLANEOUS**

**SECTION 1. EXECUTION OF CORPORATE INSTRUMENTS:**

- (1) The President may be a designated signatory to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided

by law, or by these bylaws, and such execution or signature may be binding upon the Association.

- (2) Unless otherwise specifically determined by the Board or otherwise required by law, formal contracts of the Association, promissory notes, deeds of trust, mortgages and other evidences of indebtedness of the Association, and other corporate instruments may be executed, signed and endorsed by the President or the designee.

**SECTION 2. FISCAL YEAR:**

- (1) The fiscal year shall end on June 30<sup>th</sup>. The Fiscal year shall begin on July 1<sup>st</sup>.

**SECTION 3. MEMBERSHIP/BOARD OF DIRECTOR/OFFICER CODE OF CONDUCT:**

- (1) At all times, W.A.T.C.P. members, member of the Board of Directors, and Officers shall engage in conduct that is respectful towards one another, advance the mission of W.A.T.C.P., and behave in a manner so as not to tarnish the reputation of W.A.T.C.P.