

BYLAWS

THE NATIONAL ASSOCIATION OF COLLEGE & UNIVERSITY RESIDENCE HALLS, INC.

FORWARD

The bylaws, now hereinafter attached to the Articles of Incorporation, shall further define and support said Articles of Incorporation and shall be as binding as any part of said Articles of Incorporation and, when in conflict, shall be subordinate to said Articles of Incorporation.

PREAMBLE

We, the students of the National Association of College and University Residence Halls, Inc., in order to establish a voice for students residing "on campus" at colleges and universities around the world promote; student intellectual, educational, cultural, physical, and social welfare; design and facilitate programs and informational services; maintain consistent and constructive procedures in matters relating to on campus residence living; provide an avenue for assisting students to achieve fuller participation in life of the college community and extend the influence and good name of our organization everywhere, do hereby ordain and establish these bylaws.

ARTICLE I NAME

The name of this organization shall be the National Association of College and University Residence Halls, Inc., hereinafter referred to as NACURH.

ARTICLE II MEMBERSHIP

1. The membership of NACURH shall consist of the on-campus housing representative governing units from colleges and universities that remain active in this association by:
 - a. Paying Annual Affiliation Dues.
 - b. Remaining financially solvent with NACURH.
2. Associate Members are those representative governing units who purchase such memberships. Eligibility and privileges shall be determined by the NACURH Board of Directors, hereinafter referred to as the NBD.

The Associate Member fee is good for one (1) year and is non-renewable.

3. Members of NACURH are entitled to reduced rates at all events held under the auspices of NACURH and on all publications issued by the body. Such special rates shall be determined by the NACURH Board of Directors, hereinafter referred to as NBD.
4. Each Member of NACURH shall be entitled to one (1) vote at any special or regular meeting or election or on any question that may arise.

ARTICLE III GOVERNMENT

1. NACURH shall have the right to self-government pursuant to the Oklahoma State Laws of Incorporation.
2. The authority of NACURH shall be vested in the NBD and the Executive Officers (NACURH Chairperson, NACURH Associate for Operations hereinafter NAO, NACURH Associate for NRHH hereinafter NAN, NACURH Associate for Engagement hereinafter NAE, NACURH Advisors, and the NACURH Consultants.
3. Neither the NBD nor any other organization under its jurisdiction shall adopt any policy which abridges the freedom of speech, freedom of assembly, freedom of the press, freedom of religion, marital status, gender, sexual orientation, or the basic rights of any individual.

ARTICLE IV EXECUTIVE OFFICERS

The officers of NACURH shall be the NACURH Chairperson, NACURH Associate for Operations, NACURH Associate for NRHH, NACURH Associate for Engagement, NACURH Advisor, NACURH NRHH Advisor, and NACURH Consultants.

1. Duties of the NACURH Chairperson
 - a. The Chairperson shall have the authority to call meetings of NACURH and the NBD.
 - b. The Chairperson shall preside at the meetings of NACURH and the NBD.
 - c. The Chairperson shall have the power to appoint members to all committees and



-
- corporate commissions, and to fill all positions unless otherwise stipulated by charter or these bylaws.
- d. The Chairperson will represent and act on behalf of NACURH at any applicable event, meeting, etc., unless otherwise stipulated by these bylaws or NBD policy.
 - e. The NACURH Chairperson and Executive Committee shall be responsible for the implementation of any policies and measures of the NBD.
 - f. The NACURH Chairperson shall monitor the activities of the Director of the NCO.
 - g. The Chairperson shall have such duties as described in Robert's Rules of Order, the edition to be specified in the NACURH Policy Book, which includes preparing agendas in consultation with the NAO and any other Board Members.
 - h. The Chairperson shall appoint an NBD parliamentarian with the approval of the NBD.
2. Duties of the NACURH Associate for Operations
 - a. The NAO shall perform the duties of the NACURH Chairperson upon the Chairperson's request. In the case of a vacancy in the office of Chairperson, the NAO shall succeed for the duration of the current term of office.
 - b. The NAO will be responsible for the taking of minutes and the distribution of the minutes to the NBD. NAO shall have the power to appoint recording secretaries if they or the NBD feel the need.
 - c. The NAO and the NCO shall be responsible for the keeping of corporate records. All official records will be stored with the NCO.
 - d. The specific duties of the NAO will include, but not be limited to the following:
 - a. Maintain and update the NACURH Policy Book and handbooks.
 - e. The NAO shall oversee the preparation of the annual budget and shall present detailed reports of the financial conditions of NACURH to the NBD and to NACURH as a whole.
 - f. The NAO shall serve as the financial administrator for NACURH. All regional and NACURH office financial officers shall be under the control and direction of the NAO.
 - g. The NAO shall recommend financial policies and guidelines for NACURH to the NBD.
 - h. The NAO shall be responsible for keeping the corporate books, disbursing corporate monies and all other financial obligations. All persons who handle corporate monies will be responsible to the NAO for those monies, and the NAO shall keep the integrity of those monies in any way they NAO will be responsible for the signing of corporate checks.
3. Duties of the NACURH Associate for NRHH
 - a. The NAN shall perform the duties of the NACURH Chairperson upon the Chairperson's request.
 - b. The NAN shall oversee the business of the National Residence Hall Honorary hereinafter NRHH and report such business to the Executive Committee.
 - c. The NAN shall fulfill all duties including but not limited to those as assigned by the NBD.
 4. Duties of the NACURH Associate for Engagement
 - a. The NAE shall perform the duties of the NACURH Chairperson upon the Chairperson's request.
 - b. The NAE shall oversee all corporate assessment and data reporting processes.
 - c. The NAE shall be responsible for the creation, collection, and maintenance of all corporate reports.
 - d. The NAE will be responsible for the taking of minutes and the distribution of the minutes to the NNBD.
 - e. The specific duties of the NAE will include, but not be limited to the following:
 - a. Maintain and update the NRHH Policy Book and handbooks.
 - f. The NAE shall fulfill all duties including but not limited to those as assigned by the NBD.
 5. Duties of the NACURH Advisor
 - a. The Advisor shall be responsible for ensuring the policies of the NBD are carried out.



- b. The Advisor shall be available for consultation on organizational matters at NBD meetings and at other times.
 - c. The Advisor shall be an additional signatory on the NACURH checking account, along with the NAO and shall only use such signatory power in case of extreme emergency.
 - d. The NACURH checking accounts shall be placed in a bank which is close in proximity and is easily accessible by the Advisor.
 - e. The Advisor shall present a semi- and annual report at each NBD meeting.
 - f. The Advisor shall keep an accurate record of the members of the Advancement Society.
6. Duties of the NACURH NRHH Advisor
- a. The NACURH NRHH Advisor shall temporarily assume the advisor responsibilities, in the absence of the NACURH Advisor until the NACURH Chairperson determines an appropriate vacancy plan.
 - b. The NACURH NRHH Advisor shall be responsible for ensuring the policies of the NNBD are carried out.
 - c. The NACURH NRHH Advisor shall be available for consultation on organizational matters at NNBD meetings and at and by request.
 - d. The NACURH NRHH Advisor shall assist and support the NAN in advising the NNBD.
 - e. The NACURH NRHH Advisor shall prepare a Semi-Annual and Annual Report as defined by the NACURH Policy Book.
7. Duties of the NACURH CRC
- a. The CRC shall have the primary responsibility of aiding and advising the Annual Conference staff through the primary implementation of the Annual NACURH Conference.
 - b. The CRC shall be available for consultation on regional and annual NACURH conference matters at NBD meetings and other times.
 - c. The CRC shall be responsible for coordinating the Program of the Year award.
 - d. The CRC shall present a Semi-Annual and Annual report at each NBD meeting.
8. Election of Officers
- a. The NACURH Chair, the NAO, the NAE, and the NAN will be elected for a one (1) year term from among the NBD, NNBD, NACURH Chairperson, NAO, NAE, and NAN
 - a. In order for a person to take over as the Chairperson, NAO, NAE, or NAN positions, they must be a student in good standing at their host school.
 - b. The Chairperson, NAO, NAE, and NAN will be elected at the Annual NACURH conference
 - c. Ex-officio members may be elected only at the end of their current term of office.
 - d. Only one (1) person per region/office may run for the same position.
 - e. Candidates must also meet the following criteria for eligibility:
 - a. They must have attended the most recent Semi-Annual Board meeting.
 - b. They must be present during the entire election process.
 - c. They must have been elected or appointed by their constituents.
 - d. The NAN must be classified as a Voting Member of NRHH.

ARTICLE V NACURH BOARDS

1. NACURH shall be comprised of two boards, the The NACURH Board of Directors, herein referred to as the NBD, and the NACURH NRHH Board of Directors, herein referred to as the NNBD.
2. The NACURH Boards shall consist of no more than forty individuals including but not limited to: eight (8) Regional Directors, eight (8) Regional Finance Officers, eight (8) Regional Associate Directors for NRHH, two (2) NCO Directors, NCO Finance Officer, Annual Conference Chairperson, NBD Liaison, Annual Conference Finance Officer, NACURH Chairperson, NAO, NAE, NAN, NACURH Advisor, CRC, and the NACURH NRHH Advisor.



ARTICLE VI NACURH BOARD OF DIRECTORS

1. The voting membership of the NBD shall consist of eight (8) Regional Directors who are duly elected during their respective regional conferences (see Article III, Sec 1) and a NCO Director.
2. The non-voting members of the NBD shall consist of the eight (8) Regional Finance Officers, NCO Finance Officer, Annual Conference Chairperson, NBD Liaison, and Annual Conference Finance Officer.
3. Ex-officio, non-voting members shall include: NACURH Chairperson, NAO, NAE, NAN, CRC, NACURH Advisor, NACURH NRHH Advisor, and such other individuals as the NBD may from time to time designate.
4. The terms of office for voting members of the NBD shall be determined by these bylaws and the Charter provisions of each regional affiliate. Terms of office for non-voting and ex-officio NBD members shall be for one (1) year commencing on the day following the close of the Annual NACURH Conference except:
 - a. The NACURH Advisor, who shall have a minimum four (4) year term.
 - b. The CRC, who will serve a minimum three (3) year term.
 - c. The NACURH NRHH Advisor, who shall have a minimum four (4) year term.
5. The NACURH Chairperson shall be responsible for determining the appropriate replacement for any vacancy on the NBD, with the exception of Regional Officers, caused by death, disability, resignation or other inability to serve. The NACURH Chairperson shall utilize procedures found within these bylaws for making this determination.
6. The NBD shall have a standing committee called the Executive Committee composed of the NACURH Chairperson, NAO, NAE, NAN, NACURH Advisor, CRC, and NACURH NRHH Advisor.
 - a. Currently living in an "on campus" living unit. This requirement may be temporarily waived by the NACURH Chairperson if the NBD member's academic program requires off campus living or if the NBD member graduates within three (3) months of the conclusion of their term of office.
 - b. Be duly elected or appointed by these bylaws and/or each regional charter.
 - c. Read, sign and have notarized a copy of the "Corporate Liability Form," which is to be turned in to the NAO within thirty (30) days of the close of the annual NACURH conference; signature indicates that they are aware of the material contained therein.
 - d. Remain enrolled in an institution that is currently a member of good standing of NACURH.
 - e. All voting members of the NNBD must be classified as active members of NRHH.
3. The NACURH Advisor and CRC must be full-time employees of member schools in good standing with NACURH and must be employed in student personnel positions by member schools.

ARTICLE VIII POWERS OF THE NBD

1. The NBD shall be empowered to determine general policies of NACURH.
2. The NBD shall have the power to initiate amendments to these bylaws upon a two-thirds (2/3) vote of those present and voting, providing that adequate official notice of the proposal has been given to the NCCs (see Article XVII, Sec. 1).
3. The NBD is responsible for directing the affairs of NACURH and of making such management and personnel decisions as necessary to fulfill the purpose of the organization.
4. The NBD shall be responsible for the selection of the NACURH Advisor, the CRC, the annual NACURH Conference site, the NCO host site, and confirm changes in the NCO Director, and the Annual Conference Chairperson after initial selection of host site.
5. The NBD, in consultation with the NAO, shall establish financial policies and procedures and other policies and procedures for NACURH.

ARTICLE VII ELIGIBILITY

2. To remain eligible to serve as a member of the NBD of NACURH a student must:



-
6. The cost of membership dues for NACURH, Inc. will be adjusted for inflation using the Consumer Price Index (CPI) through the Bureau of Labor Statistics of the United States Department of Labor and rounded up to the nearest \$5.00 USD increment on a three year basis. The NACURH Associate for Operations will present these numbers to the NACURH Board of Directors (NBD) in the annual budget presentation at the Semi-Annual meeting on the three year basis to be approved by the NBD. The change will then be implemented the following affiliation year.
 - a. While abiding by the three year cycle to assess and propose new membership costs for NACURH, the NACURH Associate for Operations along with at least three (3) Regional Finance Officers, will also be responsible for releasing two Financial Memos to the member schools informing them on the details surrounding the increase in the cost of membership. The Financial Memos should be sent out after the NACURH Semi-Annual conference, as well as before the NACURH Annual Conference. Details of the Financial Memo should include, but are not limited to:
 - a. Introduction and overview
 - b. Five (5) year data
 - a. Revenue generated from membership dues
 - b. NACURH initiatives started from membership dues
 - c. Regional allotted membership dues
 - c. Reason for increase
 - d. Initiatives for additional revenue
 - e. Proposed regional increases
 7. The NBD shall approve the annual budget for each fiscal year and may authorize the NAO to allocate funds in emergency situations.
 8. The NBD shall set the amount of dues to be allocated to affiliates. Each affiliate shall receive an equal per school allocation of dues.
 9. The NBD shall be held accountable for all funds that it allocates.
 10. The NBD shall be responsible for all activities under NACURH which includes, but is not limited to: the NCO, NRHH, corporate contracts, CRC, Annual NACURH Conference,

NACURH Advancement Society, etc., pursuant with operating procedures. This includes the power to control, regulate, or dismantle all programs under NACURH's auspices.

11. The NBD or the NACURH Chairperson shall have the power to appoint Committees or Corporate Commissions.

ARTICLE IX

NACURH HUMAN RESOURCE POLICIES

1. Purpose and Definitions
 - a. Purpose
 - a. The purpose of these policies is to provide a professional environment that is free from harassment and discrimination in which diverse participants may learn, network, and otherwise participate in an environment of mutual respect. Each individual has the right to be in a professional atmosphere free from unlawful harassment, discrimination, and retaliation.
 - b. Definitions
 - a. Risk Management
 - a. Risk management is defined as the identification, prioritization, minimization, and avoidance of possible risks involved. This policy is intended to assist NACURH, and its affiliates, in reducing the risk exposure of the region by taking actions designed to reduce the risk of acting in a negligent manner.
 - a. This policy is not a substitute for individual responsibility for any organizational members and should not be used as such.
 - b. Workplace
 - a. Workplace, hereinafter referred to as NACURH spaces, includes any place where NACURH Leadership performs work for the NACURH, including off-premise situations with a relationship to our work, such as, but not limited to: retreats, site visits, professional conferences, meetings (in-person or virtual), and certain social



-
- interactions.
- c. Unprofessional Behavior
 - a. Unprofessional Behavior is unwelcome physical, verbal, or non-verbal conduct in NACURH Spaces that causes a reasonable person to feel intimidated, threatened, humiliated, or demeaned. A person may experience Unprofessional Behavior even if the behavior is not aimed directly at them. If a person does not object to Unprofessional Behavior at the time it occurs, it does not mean that they are consenting to the behavior.
 - a. Unprofessional Behavior in the Workplace may include, but is not limited to:
 - a. inappropriate/ insensitive jokes;
 - b. crass comments;
 - c. inappropriate chats/ texts/ group emails;
 - d. excessive alcohol consumption;
 - e. public reprimands to embarrass or demean, or personal insults;
 - f. repeated criticism on matters unrelated to the person's job performance or duties or abusive comments;
 - g. spreading rumors and gossip regarding individuals;
 - h. intimidation, bullying including yelling or shouting;
 - i. making obscene or intimidating gestures, including impeding or blocking normal movement; or
 - j. interfering with a person's ability to perform their job responsibilities, which can involve excluding or isolating a person from work-related activities, such as important meetings and/ or communications.
 - d. Bias
 - a. Bias involves any discriminatory act against an individual or a group based on their identity. Examples of identity include, but are not limited to: age, religion, disability (physical and/or mental), race, ethnicity, national origin, sex, gender identity, sexual orientation, marital status, veteran status, socioeconomic status, etc.
 - e. Bullying
 - a. Bullying is when someone aggressively uses their power, or perceived power, to target another individual with repeated, unwanted words or actions. Those targeted are hurt either physically or emotionally and have a hard time stopping what is happening to them.
 - f. Discrimination
 - a. Discrimination is treating a person or particular group of people differently, especially in a worse way from the way in which someone treats other people, because of their race, gender, sexuality, age, etc.
 - g. Harassment
 - a. Harassment is behavior through words and/or actions that threatens, intimidates, or demeans a person including, but not limited to hazing, initiations within a virtual and/or in-person setting. Harassment is unwanted, uninvited, and unwelcome. Harassment causes nuisance, alarm, or substantial emotional distress.
 - h. Discriminatory Harassment
 - a. Discriminatory Harassment is unprofessional behavior that is related to a person's race, color, religion, sex or gender (including pregnancy, childbirth,



breastfeeding or related medical conditions), sexual orientation, gender identity or expression, age, disability, marital status, medical condition, marital status, citizenship, physical appearance, body size, military or veteran status, or any other characteristic protected by law and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive environment, including in the Foundation's Workplace; (2) has the purpose or effect of interfering with an individual's performance or ability to participate in the Foundation's activities or events; or (3) otherwise affects an individual's ability to participate in the Foundation's activities or events.

- a. Discriminatory Harassment may include but is not limited to:
 - a. denigrating jokes about particular groups of people based on one of the defined categories;
 - b. assigning work tasks to or assuming work tasks will be performed by persons based on
 - c. stereotypical assumptions related to their status as part of a defined category;
 - d. epithets, slurs, or negative stereotyping;
 - e. threatening, intimidating, or hostile acts; and
 - f. offensive texts, emails, or other messages.

- i. Sexual Harassment

- a. Sexual Harassment means any unwelcome conduct, comment, gesture, or contact of a sexual nature, whether on a one-time basis or in a continuous series of incidents that might reasonably be expected to offend or embarrass an individual. Sexual Harassment also includes any unwelcome

sexual advances, requests for sexual favors, and other verbal or physical unwelcome conduct. Sexual Harassment includes but is not limited to:

- a. unwelcome physical contact, including inappropriate touching, fondling, kissing, or hugging;
- b. displaying offensive material, objects, cartoons, or pictures;
- c. offensive or sexually-explicit comments, jokes or questions whether verbal or written, including through social media; and
- d. negative behavior after being rejected for unwelcome pursuits.

- 2. Human Resources Accountability

- a. Accountability of NACURH Leadership
 - a. Each individual entering, or continuing in a role, within NACURH Leadership will be required to read and sign a NACURH Conduct Agreement prior to participation in any NACURH recognized activity or space.
 - a. This NACURH Conduct Agreement will outline the understanding of NACURH's commitment to the prevention of discrimination, harassment, and bullying of any kind and in any NACURH space. With signing, the member agrees to uphold such commitment in any NACURH recognized space including but not limited to: conferences, virtual and in-person meetings, retreats, site visits, email and social media communications, et cetera.
 - b. The contents of the NACURH Conduct Agreement will be crafted by the NACURH Chairperson and NACURH Advisors with consultation of the NACURH Executive Committee.
 - c. Failure to adhere to the expectations listed within the NACURH Conduct Agreement will result in the following:



-
- a. First Violation:
 - a. Upon the first violation of the NACURH Conduct Agreement, the individual in question will have a meeting with the NACURH Chairperson, a NACURH Advisor, and their entity advisor.
 - a. Within this meeting an action plan will be crafted to ensure the opportunity for education and growth.
 - b. Second Violation:
 - a. Upon the second violation of the NACURH Conduct Agreement, the individual in question will have a meeting with the NACURH Chairperson, a NACURH Advisor, their entity Advisor, as well as their on-campus advisor.
 - a. Within this meeting the action plan will be examined, and a more detailed course of action will be taken. This can include, but is not limited to the following:
 - a. An advisor being present in all forms of communication from the individual such as:
 - a. An advisor being present in meetings or chats the individual is taking part in.
 - b. An advisor being CC'd in emails sent from the individual.
 - c. Third Violation and on:
 - a. Upon the third violation, and on, the individual in question will have an accountability meeting with the NACURH Chairperson, a NACURH Advisor, their entity advisor, as well as their on-campus advisor where the continuance of their term in NACURH Leadership will be discussed.
 - d. Violations will be determined and addressed by the NACURH Chairperson in consultation with the NACURH Advisors and NACURH Executive Committee, and will be addressed on a case-by-case basis.
 - a. Depending on the severity of the violation, this can immediately result in a meeting discussing the continuance of their term in NACURH Leadership.
 - a. Violations can be submitted via the NACURH Incident Reporting Form made accessible to NACURH.
 - b. In the event that any violation is carried out by the NACURH Chairperson the NACURH Advisors will address and assess the situation following the aforementioned process.
 - b. It is the obligation of NACURH as an organization to maintain a confidential record of all NACURH Leadership conduct violations and decisions.
 - a. Individuals with access to this confidential information will be required to adhere to the non-disclosure of information they are privy to within their position.
 - c. If previous members of NACURH Leadership have been asked to resign and/ or have had removal proceedings conducted as a result of inappropriate actions, bullying, harassment, and/ or discrimination, and wish to return to any NACURH recognized leadership



position, they must have a formal meeting with the NACURH Chairperson, NACURH Advisor, NACURH NRHH Advisor, the advisor of the entity they wish to become part of, as well as their on-campus advisor. Within this meeting the individual will be asked to craft an action plan for reentering NACURH Leadership with plans to engage in growth and education in the potential role.

- a. Having this meeting does not guarantee selection to any position, office or role.
- b. Depending on the severity of the actions committed by the individual, this reentrance into NACURH Leadership may be denied by the NACURH Chairperson with consultation with the NACURH Executive Committee.

If the individual reenters NACURH Leadership and has a violation, of any kind, then they will immediately have a formal meeting with the aforementioned individuals to discuss their future as a member of NACURH Leadership.

ARTICLE X RECALL & REMOVAL

1. Removal of NACURH Leadership
 - a. Any NACURH Leadership member may be recalled or removed using the following methods in the NACURH bylaws and additional processes outlined in policy books or respective regional charter provisions.
2. Removal of NACURH Executives
 - a. Any ex-officio and non-voting member of the NBD or the NACURH Chairperson, NAO, NAE, NAN, NACURH Advisor, NACURH NRHH Advisor or Consultant, may be removed by the following procedure:
 - a. NCC Initiated Process
 - a. A petition consisting of the signatures of twenty-five (25) percent of total NACURH members' NCCs must be presented to the NACURH

- Chairperson (or if they are being recalled, a NACURH Advisor);
 - b. Within ten (10) days of receiving valid petitions the NACURH Chairperson or a NACURH Advisor will then email out to each NCC a ballot describing the action and asking for a vote;
 - c. Within fifteen (15) days, all ballots will be counted and a two-thirds (2/3) vote of all those who voted will be needed to recall; or
 - d. At the corporate meeting, a signed petition with twenty-five (25) percent of the NCCs' signatures shall constitute a recall vote and a two-thirds (2/3) vote of those present and voting shall be needed for a recall.
 - b. NACURH Board Initiated Process
 - a. Ex-officio and non-voting NBD members, or the NACURH Chairperson, NAO, NAE, NAN, NACURH Advisor, NACURH NRHH Advisor or Consultant may be removed by a two-thirds (2/3) vote of all voting Regional Directors.
 - a. A removal petition or recall motions by the NBD may be considered through the method(s) determined by the NACURH Chairperson.
3. Removal of NACURH Entity Staff
 - a. Any NACURH Entity Leadership may be removed by the following procedure:
 - a. Any entity member can initiate a recall of the entity director by submitting a formal grievance to an Entity Advisor, NACURH Chairperson, and NAE.
 - b. The recall process will be facilitated by the NACURH Chairperson.
 - c. The Entity Leadership member may be recalled by the Entity Leadership, or by the NBD if the process is initiated by a NACURH Executive.
 - d. If initiated by the Entity staff, the Entity Leadership member may be recalled with 2/3 vote of the Entity Leadership.
 - e. A recall may also be initiated by a NACURH Executive. If initiated by a NACURH Executive, the Entity



-
- Leadership can be recalled with a 2/3 vote of the NBD.
4. Recall and Removal
 - a. A recall and removal shall follow procedures as above, and shall be binding until the next corporate meeting.
 - b. A Recall and Removal that passes is binding by the bylaws.

ARTICLE XI MEETINGS

1. Meetings of the NACURH Board of Directors
 - c. The NBD shall have a regular meeting for the purpose of conducting corporate business two (2) times a year. Once during the Annual NACURH Conference, and at least six (6) months but not more than eight (8) months after the Annual NACURH Conference. Quorum shall be defined as a simple majority (50% + 1) of the Regional Directors and/or their designee.
 - d. Special meetings of the NBD may be called at the request of the NACURH Chairperson or by a signed and valid petition of twenty-five (25) percent of the NCCs (member schools in good standing) or any four (4) voting members of the NBD (both voting and ex-officio must be notified by the NACURH Chairperson of such a meeting by the method(s) determined by the NACURH Chairperson or a NACURH Advisor).
 - e. All meetings of the NBD are open to members of NACURH and the public. However, the NBD reserves the right to move into executive session at such time as the majority of those registered quorum in attendance deem it appropriate.
2. Corporate Business Meeting
 - a. The annual meeting of NACURH shall be held during the Annual NACURH Conference. The annual meeting of NACURH shall be defined as a formal, open public meeting, at which time the NBD will report on the status of NACURH, initiative or referendum, discuss NACURH business, present the annual budget and do other work deemed by the NBD and member schools. A quorum for this

- meeting shall be defined as forty (40) percent of the member schools.
 - b. The Chairperson of the Annual meeting shall be the NACURH Chairperson, or in their absence the NACURH Associate for Operations.
 - c. Additional Corporate Business Meetings can be called as deemed necessary by the NACURH Board of Directors and NACURH Executive Committee to discuss time-bound NACURH business, receive any petitions for recall or other work deemed by the NBD and member schools.
3. Initiative and Referendum
 - a. An initiative and referendum shall follow the same procedures as above, and shall be binding until the next corporate meeting.
 - b. A referendum that passes is binding by the bylaws.

ARTICLE XII MAIL LEGISLATION

1. From time to time issues may be brought to the attention of the NBD which may need a resolution of approval before any action can be initiated in the name of NACURH. The following is the procedure to be taken in this instance.
 - a. The NACURH Chairperson shall prepare and distribute email ballots to the voting members of the NBD for their consideration and disposition in accordance with policies set forth by the NBD.
 - b. NBD members, within seven (7) days, shall return their respective ballots to the NACURH Chairperson, who shall then distribute by email the results of the balloting.
 - c. If errors have been made relative to the result of the email balloting, that action shall be corrected immediately.

ARTICLE XIII STATUS OF CORPORATE SIGNATORY AGENT



The NACURH Chairperson and/or the NAO shall act as NACURH's signatory representative in all those legally binding agreements and contracts that have been approved by the NBD.

ARTICLE XIV REGIONAL AFFILIATES

1. Regional affiliates shall be created according to guidelines established by the NBD relative to geographical distribution of member schools of NACURH. Charters approved by the NBD shall be issued to each regional affiliate at the first conference of the regional affiliate. This charter shall identify the geographical boundaries of the region and shall establish a procedure for election and recall of a Regional Director by National Communication Coordinators in attendance at the Regional Conference. Regional Affiliates may petition the NBD for changes of their charter.
2. Officer(s) of the Regional Affiliates
 - a. Regional Affiliate officer(s) must include the Regional Director, Associate Director for Administration & Finance, Associate Director for NRHH, 3-5 Coordinating Officers, and 1-2 Regional Advisors
 - b. The Regional Director shall sit as a voting member of the NBD. In their absence, a person designated by that Region's procedure shall assume the privilege and responsibilities of the absent Regional Director on the NBD, unless stated otherwise in the bylaws.
 - c. Regional officer(s) shall function in a coordinating role for NACURH and its local member schools and shall represent the interests of the particular Region at the NBD meetings and at the annual NACURH conference.
 - d. Regional officer(s) shall be elected by those paid member schools that are associated with their respective Region at a regional meeting.
 - e. Terms of office for Regional Directors shall be determined in the Regional Affiliate's charter.
 - f. Regional Directors shall be responsible for carrying out NACURH policy within their Region.

- g. Regional Directors are responsible to NACURH, as well as to their Region, and shall serve to benefit both.

ARTICLE XV ANNUAL NACURH CONFERENCE

1. NACURH shall hold an Annual NACURH Conference for all member schools of NACURH and observers from non-member schools.
2. The Annual NACURH Conference site shall be selected after review of written bids showing facilities, programs and agreement from the administration for the proposal. This requirement may be waived by a two-thirds (2/3) vote of the NBD.
3. The fees for the Annual NACURH Conference shall be established by the host school upon consultation and approval by the NBD. The NAO, with the Annual Conference Chairperson and Annual Conference Finance Officer, shall be responsible for maintaining and monitoring the annual conference budget.

ARTICLE XVI PARLIAMENTARY AUTHORITY

Robert's Rules of Order, the edition to be specified in the NACURH Policy Book, unless superseded by the Articles of Incorporation, these bylaws, or NBD policy, shall be NACURH's parliamentary authority. All meetings shall be run with parliamentary policy.

ARTICLE XVII NATIONAL COMMUNICATIONS COORDINATORS

1. Upon becoming a member of NACURH, each participating representative student governing unit shall select a National Communication Coordinator who shall serve as the liaison between the NACURH organization, its Regional affiliates and the local school.
2. The NCC, or their designee, shall serve as delegation chairperson of his/her school



during Regional and Annual NACURH Conferences.

3. The NCC, or their designee, shall have the right to vote during a Corporate Meeting.
4. The NCCs NACURH function shall in no way be construed as diminishing their present and/or future regional functions.

ARTICLE XVIII AWARDS

1. NACURH shall give NACURH awards (see awards section of the NACURH Policy Book).
2. The Executive Committee may institute awards for extracurricular activities within the jurisdiction of NACURH.

ARTICLE XIX AMENDMENTS & RATIFICATION

1. No changes in the bylaws may occur by phone or email ballots.
2. Proposed bylaw changes must be published to the NCCs by the NACURH Chairperson and/or NAO at least twenty-four (24) hours before the NACURH Corporate business meeting.
3. Bylaws may be amended by the NBD upon a two-thirds (2/3) approving vote of those present and voting; such changes taking effect upon the same concurrence by the NCC at the Corporate meeting. All bylaw changes approved by the NBD must be brought to the floor, discussed and voted on by the NCCs at the corporate meeting.
4. These bylaws may also be amended by an approving vote of two-thirds (2/3) of a quorum of members of NACURH at a regular or special meeting.
5. Amendments to these bylaws will become effective immediately upon adoption.
6. Ratification of these bylaws will become effective immediately after a three-fourths (3/4) vote by the NBD, and majority vote by NCCs, whose power is invested to them by the Articles of Incorporation and the State Laws of Oklahoma.

