

## THE BYLAWS

OF

### IGBO UNION OF WASHINGTON STATE

#### PREAMBLE

We, the Igbo speaking people of Nigeria resident in the State of Washington, USA, desiring to form and promote a cultural union of the Igbos hereby amend and re-adopt the articles of this constitution to guide and regulate the affairs of the Union, as amended in January 2004. This Union shall conduct its affairs as permitted by the laws of the United States of America.

#### **ARTICLE 1 - NAME OF THE ORGANIZATION**

The name of the organization shall be **Igbo Union of Washington State. It shall be a nonprofit organization incorporated under the laws of the State of Washington.**

#### **ARTICLE 2 - OBJECTIVE AND PURPOSES**

**2.1 Objective.** The objective of Igbo Union is to promote unity, cultural diversity, ethnic pride, educational and social empowerment among its members.

**2.2 Purposes.** Igbo Union of Washington State is organized exclusively for and will be operated exclusively for educational and charitable purposes. We shall strive to achieve these purposes through public discussion groups, forums, panels, lectures or other similar programs for children, youth and adults.

#### **ARTICLE 3 - TYPE OF ORGANIZATION**

The organization shall be formed as a Non-Profit Corporation under the Non-Profit Corporation Law of **Washington State, and shall be exempt from federal income tax pursuant to** Section 501(c)(3) of the Internal Revenue Code.

**3.1 Limitations.** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof.

**3.2 Activities not permitted.** No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, intervene in any political campaign on behalf of or in opposition of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not permitted to be carried on by a corporation exempt from income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### **ARTICLE 4 - MEMBERSHIP**

**4.1 Voting Membership.** Voting membership shall be open to any person residing in the State of Washington, that supports the purposes of statements of Article 2 hereof. (Per bylaw amendment of April 10, 2010)

**4.2 Deleted by amendment.**  
(Per bylaw amendment of April 10, 2010)

**4.3 Registration.** Membership is granted after completion and receipt by the Union of a membership application, registration fee, and annual dues.

**4.4 Registration Fees.** New applicants for membership shall pay a one time registration fee of \$50.00 regardless of the month of the year that the new membership becomes effective.

**4.5 Annual Dues.** The amount required for annual dues shall be \$100 each year, unless changed by a majority vote of the members at a regular meeting of the full membership. Continued membership is contingent upon being up-to-date on membership dues. Annual dues for all voting members are due by January 31st of each year. An additional grace period of 60 days ending on March 31st shall be permitted, to pay the annual dues in full; there shall be no installment or pro-ration of the annual dues.

**4.6 Rights of Members.** Members are of one class, with equal rights, unless otherwise stated in the Articles of Incorporation and these Bylaws.

**4.7 Resignation and termination.** Any member may resign by giving notice to the Secretary. Resignation shall not relieve a member of unpaid dues, or other charges previously accrued. A member can have his/her membership terminated by a majority vote of the membership.

**4.8 Children and Dependents.** Children and dependents of existing members become eligible to register as voting members upon attaining the age of 21 years.

**4.9 Non-voting membership.** The board of directors shall have the authority to establish and define future voting or non-voting categories of membership, with or without financial obligations.

**4.10 Member in good standing defined.** A member in good standing is one who upholds the objectives and purposes of the Union, has attended at least 50% of the membership meetings, and is not delinquent on any financial obligations to the Union. Financial obligations include dues, levies or any voluntary pledges made to the Union.

The phrase "has attended at least 50% of the membership meetings" was amended to "has attended at least 2 general meetings per year regardless of the total number of general meetings held per year" at the bylaw amendment during the September 2008 General Meeting

For the purpose of Trust Fund claim/payout, a year is defined as the period from the date the member died going back 12 months (per the September 2008 bylaw amendments).

**4.11 Vesting waiting period.** All members of record as of the date of this amendment include those members who previously registered but have allowed payment of their financial obligations to lapse. Such persons can be reinstated as members after payment of the delinquent dues, levies, and voluntary obligations. All new and reinstated members shall wait a period of 180 days as members in good standing to become vested for the \$10,000 Trust Fund benefit \*.

The last sentence of article 4.11 (All new and reinstated members shall wait a period of 180 days as

members in good standing to become vested for the \$10,000 Trust Fund benefit) has been revised to read:

All new and reinstated members shall attain the status as "Members in good standing" by meeting the condition below:

(1) All reinstated members shall wait a period of 180 days from the date of enrollment and attend 3 consecutive general meetings within 180 days

(2) All new members shall wait a period of 12 months from the date of enrollment and attend any three general meetings within the 12 month period

(Per the bylaw amendment at the September 2008 General Meeting)

\*Note: Payout amount was changed from \$10,000 to \$5,000 per the Sept. 2008 bylaw amendments

#### **4.12 Residency Requirements**

(Added per the September 2008 bylaw amendments)

Member must be a resident of Washington State to qualify for trust fund benefits

#### **4.13 Vesting**

(Added per the September 2008 bylaw amendments)

A member shall be considered as having been vested if he or she has met the financial and attendance requirements for two years (i.e. be a member in good standing for two years). This requirement will apply to new members going forward.

Existing members will be grandfathered and are considered as having been vested.

However the grandfathering only applies to existing members who have attended meetings or paid dues within the last five (5) years of the September 2008 general meeting, *i.e. since Jan 1 2003*.

The family of a vested member is eligible to apply for the \$500 financial assistance under the charitable class provision in the event that such a member passes away and did not meet the requirements to receive the \$5,000 Trust Fund payout.

### **ARTICLE 5 Â- GENERAL ASSEMBLY**

The general assembly shall consist of members of the Union duly convened in the meeting or during an emergency meeting to deliberate on the business of the Union, or any matter that the board of directors may have brought before it for a vote.

**5.1 Responsibilities.** It shall be within the prerogative of the general assembly convened in a session to carry out any of the following acts for which the board of directors does not have necessary authority:

(a) Amending, altering, or repealing these Bylaws;

- (b) Electing, appointing, or removing any director or officer of the corporation;
- (c) Amending the Articles of Incorporation;
- (d) Adopting a plan of merger or consolidation with another corporation or organization;
- (e) Authorizing the sale, lease, exchange or mortgage, of all property and assets of the corporation;
- (f) Approving the annual budget submitted by the board;
- (g) Authorizing the voluntary dissolution of the corporation or revoking proceeds thereof; or
- (h) Amending, altering, or repealing, by majority vote, any resolution of the board of directors which by its term provides that it shall not be amended, altered, or repealed by the board.

#### **ARTICLE 6 Â- BOARD OF DIRECTORS AND THE EXECUTIVES**

**6.1 General provisions.** The board of directors oversees the affairs of the Union except for those reserved for the entire membership. The board is responsible for overall policy and direction of the organization, and delegate responsibilities to committees, as needed. The board shall have up to 9, but no fewer than 5 members. The board receives no compensation other than reasonable expenses. **(This introduction has been superceded by the 2009 amendment and no longer applies)**

Separation of Board of Directors and the Executives - ByLaw Amendment, 2009

1.
  - a. The general assembly approved the bylaw amendment separating the Board and the Executives.
  - b. The amendment provided for the following:
    - i. Executives: Minimum - 5 members and Maximum - 7 members comprising (President, Vice President, Secretary, Treasurer and Youth Coordinator and two more officers)
    - ii. Board: Minimum - 3

The board of directors oversees the affairs of the Union except for those reserved for the entire membership. The board is responsible for overall policy and direction of the organization, and delegate responsibilities to the officers, as needed

The Executives shall be responsible for the day to day running of the organization and shall consist of the following officers: President, Vice President, Secretary and Treasurer, Publicity & Events Director (a.k.a. PRO), Youth Director, and such Assistant Secretaries and Assistant Treasurers as the Board may designate

**6.2 Officers.** Only members of the board of directors are eligible to serve as officers of the Union. The officers of the corporation shall be President, Vice President, Secretary and Treasurer, Publicity & Events Director (a.k.a. PRO), Youth Director, and such Assistant Secretaries and Assistant Treasurers as the Board may designate.

**(This definition has been superceded by the 2009 amendment and no longer applies)**

**6.3 Term of office.** All executive and board members shall serve two-year terms, but are eligible for re-election up to three consecutive terms. To guarantee continuity, about one-half of the executive and board of directors shall be elected in an alternate year. (Amended following the 2009 amendment to replace "board of directors" with "executive and board of directors")

**6.4 Executive meetings and notices.** The executive shall meet once a month at an agreed upon time and place, which may include telephone or video conference. An official executive meeting requires that each executive have written notice by regular or electronic mail at least seven days in advance. Monthly executive meetings shall be duly announced and is open to the general membership, except when the executive shall meet in closed session.

**6.5 Executives/Board elections.** The Executives and Directors will be elected by a simple majority of voting members present at the annual meeting or subsequent general meetings.

**6.6 Election procedures.** A Board Development Committee shall be responsible for nominating a slate of prospective board/executive members representing the union's diverse constituency. In addition, any member can nominate a candidate to the slate of nominees.

**6.7 Nominations.** Calls for nominations shall be made by the Secretary at least three months prior to the annual membership meeting. Anyone nominated who wishes to run shall be placed on the ballot, provided he/she is a member in good standing.

**6.8 Notification.** The Board Development Committee of not less than two members shall be appointed by the Board at least two months prior to a membership meeting. It shall be the duty of this Committee to find eligible members willing to run for the Board. The Secretary shall mail a list containing the names of candidates submitted by the Board Development Committee to all voting members of the organization one month prior to the annual meeting.

**6.9 Contested election.** In the case of a contested election, the board shall appoint not less than two members, not standing for election themselves, who will be responsible for counting the ballots and shall declare board members, those candidates receiving the most valid votes. The new board members shall assume office upon election.

**6.10 Resignation, termination, and absences.** Resignation from the executive must be in writing and received by the secretary. A executive member shall be terminated from the executive due to excess absences, more than two unexcused absences from executive meetings in a year. A executive member may be recommended for removal for activity flagrantly contrary to the best interests of or the purposes of the organization (such as described in Article 15), by a simple majority vote of the remaining executives.

**6.11 Quorum.** A simple majority of the whole Executive shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business.

**6.12 Special meetings.** Special meetings of the executive shall be called upon the request of the chair, or one-third of the executive. Notices of special meetings shall be sent out by the secretary to each executive at least one week in advance

**6.13 Waiver of notice.** Attendance of an executive at a meeting shall constitute a waiver of notice of such meeting, except where an executive officer attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the executive officer, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

**6.14 Registering dissent.** A executive who is present at a meeting of the Executives at which action on a corporate matter is taken shall be presumed to have assented to such action unless the executive shall file a written dissent or abstention to such action with the person acting as the secretary of the meeting. Such right to dissent or abstain shall not apply to a officer who voted in favor of such action.

**6.15 Executive and Other Committees.** The executive body may appoint, from its own number, standing or temporary committees consisting of at least one executive and any number of the general membership. Such committees may be vested with such powers as the executive may determine by resolution passed by a majority of the full executive body, provided however, that no such committee shall have the authority assigned to the general assembly referred to in Article 5 hereof.

## **ARTICLE 7 Â- EXECUTIVE OFFICERS AND DUTIES**

**7.1 President.** The President shall be the Chief Executive and Spokesperson for the Union he or she shall preside at all meetings of the Executive, Board of Directors and the General Assembly, shall have general supervision of the affairs of the corporation, and shall perform such other duties as are incident to the office or are properly required of the President by the Board of Directors.

**7.2 Vice President.** During the absence or disability of the President, the Vice President shall exercise all the functions of the President. The Vice President shall have such powers and discharge such duties as may be assigned to him or her from time to time by the Board of Directors.

**7.3 Secretary and Assistant Secretaries.** The Secretary shall issue notices for all meetings, except for notices of special meetings of the executives which are called by the requisite number of executives, shall keep minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are properly required of the Secretary by the Board of Directors. The Assistant Secretary, or Assistant Secretaries, in the order designated by the Board of Directors, shall perform all of the duties of the Secretary, and at other times may perform such duties as are directed by the President or the Board of Directors such as event planning.

**7.4 Treasurer and Assistant Treasurers.** The Treasurer shall have the custody of all monies and securities of the corporation and shall keep regular books of account. The Treasurer shall disburse the funds of the corporation in payment of the just demands against the corporation or as may be ordered by the Board of Directors (taking proper vouchers for such disbursements) and shall render to the Board of Directors from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the corporation. The Treasurer shall develop the annual budget, administer the annual budget for Charity and perform such other duties as are incident to the office or are properly required by the Board of Directors. The Assistant Treasurer, or Assistant Treasurers, in the order designated by the Board of Directors, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other times may perform such other duties as are directed by the President or the Board of Directors.

**7.5 The Financial Secretary.** The Financial Secretary shall be responsible for the financial accounts of the Association/Union. He/She shall receive all dues, fines, assessments, and other monies due the Association, and pay same to the Treasurer. He/She shall immediately obtain a receipt from the Treasurer as documentary evidence of receipt of such monies by the Treasurer. The Financial Secretary must record all disbursements made by the Treasurer. He/She shall be the receiver of all Bank Statements. The Financial Secretary shall act as the Secretary in the absence of the Secretary

**7.6 Publicity & Events Director.** The Publicity & Events Director shall serve as the public relations officer (PRO) of the organization and shall perform such other duties as are incident to the office or are properly required by the Board of Directors. He/She shall also be the point person for organizing Union sponsored social, education and fundraising events.

**7.7 Youth Director.** The Youth Director shall serve as a liaison between the Igbo Union youth group and the main body, and shall be responsible for developing and maintaining a youth program and activities, including but not limited to educational, social and fund-raising.

**7.8 Provost/Seargent at Arms.** The description of duties are as follows

- To be responsible for reading the constitution when the needs arises
- To be responsible for enforcing all procedural rules during meetings
- To be responsible for maintaining peace and order and provide security during any social function and similar event of the Union
- To help the President in identifying and appointing speakers
- To be charged with maintenance of peace and order during meetings
- To be charged with the responsibility of collecting fines from defaulters during meetings and handing over same to the Financial Secretary

**7.9 Delegation of authority.** If any officer of the corporation is absent or unable to act and no other person is authorized to act in such officer's place by the provisions of these Bylaws, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer, any director or any other person it may select.

## **ARTICLE 8 - INDEMNIFICATION OF OFFICERS, DIRECTORS AND AGENTS**

**The Corporation shall indemnify its officers, directors and agents to the greatest extent permitted by law. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at the request of the corporation as an officer or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of any service or work performed on behalf of Igbo Union of Washington State.**

## **ARTICLE 9 - CONFLICTING INTEREST TRANSACTIONS**

(Due to the 2009 amendment to separate "Board of Directors" from "Executive", any occurrence of "Board" or "Director" below should be understood to be Board/Executive)

Definitions; for purposes of this Article:

**9.1** "Conflicting interest" means the interest a director has respecting a transaction effected or proposed to be effected by the corporation or any other entity in which the corporation has a controlling interest if:

a. The director knows at the time the corporation takes action that the director or a related person is a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the director's judgment if the director were called upon to vote on the transaction; or

b. The transaction is brought before the Board for action, and the director knows at the time the Board reviews the transaction that any of the following persons is either a party to the transaction or has a significant beneficial financial interest in or so closely linked to the transaction that a reasonable person would expect the interest to influence the director's judgment if the director were called upon to vote on the transaction:

i) An entity of which the director is a director, general partner, agent or employee;

(ii) An entity that controls, is controlled by, or is under common control with one or more of the entities specified in (A); or

(iii) An individual who is a general partner, principal, or employer of the director.

**9.2** "Director's conflicting interest transaction" means a transaction effected or proposed to be effected by the corporation or any other entity in which the corporation has a controlling interest respecting which a director of the corporation has a conflicting interest.

**9.3** "Qualified director" means any director who does not have either:

(a) A conflicting interest respecting the transaction; or

(b) A familial, financial, professional, or employment relationship with a second director who does have a conflicting interest respecting the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first director's judgment when voting on the transaction.

**9.4 "Related person"** of a director means:

(a) A child, grandchild, sibling, parent, or spouse of, or an individual occupying the same household as, the director, or a trust or estate of which any of the above individuals is a substantial beneficiary; or

(b) A trust, estate, incompetent, or minor of which the director is a fiduciary.

**9.5 "Required disclosure"** means disclosure by the director who has a conflicting interest of:

a) The existence and nature of the director's conflicting interest; and

(b) All facts known to the director respecting the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment about whether or not to proceed with the transaction.

**9.6 Directors' Action.**

a) Majority Vote. Directors' action respecting a director's conflicting interest transaction is effective if the transaction received the affirmative vote of a majority of (but no fewer than two) qualified directors who voted on the transaction after either required disclosure to them or compliance with Paragraph (b) below.

(b) Director's Disclosure. If a director has a conflicting interest respecting a transaction, but neither the director nor a related person of the director is a party to the transaction, and if the director has a duty under law or professional canon, or a duty of confidentiality to another person, which would prevent that director from making the disclosure described in Paragraph 9.1(e), then disclosure is sufficient if the director:

(a) Discloses to the directors voting on the transaction the existence and nature of the director's conflicting interest and informs them of the character and limitations imposed by that duty before their vote on the transaction; and

(b) Plays no part, directly or indirectly in their deliberations or vote.

(c) Quorum. A majority (but no fewer than two) of the qualified directors constitutes a quorum for purposes of action that comply with this Article. Directors' action that otherwise complies with this Article is not affected by the presence or vote of a director who is not a qualified director.

## **ARTICLE 10 Â- OATH OF OFFICE**

Every elected officer of the Union is required to take an oath of office. The general membership may select any member based on such criterion as age, experience, or character to administer the oath of office after election to office.

## ARTICLE 11 - MEETINGS OF MEMBERS

11.1 **Regular meeting.** Regular meetings of the members shall be held bi-monthly, on the second Saturday of the month, except for the first meeting of the year or annual meeting, at a time and place designated by the President.

Per the January 2011 bylaw amendment, the first meeting of the year is now fixed as the last Saturday of the month.

11.2 **Annual meeting.** The annual meeting of the members shall take place on the second Saturday in the month of February of each year, at the specific time, and location of which will be designated by the President. At the annual meeting the members shall elect directors and officers, receive reports on the activities of the association and determine the direction of the association for the year.

11.3 **Special meetings.** Special meetings may be called by the President, the Executive Committee, or a simple majority of the board of directors. A petition signed by five percent of voting members may also call a special meeting.

11.4 **Notice of meetings.** Notice of each meeting shall be distributed by the Secretary to each voting member by mail, fax or electronic mail not less than 10 days prior to the meeting.

11.5 **Quorum:** Ten or more members present at any properly announced meeting, with a simple majority of Board of Directors shall constitute a quorum.

11.6 **Voting:** All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

All members are encouraged to attend meetings regularly in order to be part of the decision making body of the Union and to remain eligible for membership benefit. However, two membership meetings per year will meet the attendance requirement for "member in good standing".

### 11.7 Conduct of Meetings.

- a. **Appointment of Sergeant-At-Arms.** Prior to the start of a general meeting, the President shall appoint one member of the Union to act as Sergeant-at-arms, to maintain order during the meeting.
- b. **Robert's Rules of Order.** In the absence of these Bylaws, the provisions of the latest edition of the Robert's Rules of Order shall be the parliamentary authority.

## ARTICLE 12 - FINANCES

12.1 **Dues and levies delinquency.** Delinquency in payment of Union dues and fees or levies will affect the status of active membership, benefits, rights and privileges accorded by this Union to each member. For this reason, delinquency in dues and fees or levies payment may be announced at regular meetings.

12.2 **Banking signatories.** Signatories to the Organization's bank accounts shall be those of the President, Treasurer and the Vice President. Two signatures shall be required for withdrawal of funds.

12.3 **Depositories.** The monies of the Corporation shall be deposited in the name of the Corporation in such banks or trust companies as the Board of Directors shall designate within 2 business days of receipt, and shall be drawn from such accounts only by check or other order for payment of money signed by the President and Treasurer, and in such manner, as may be determined by resolution of the Board of Directors.

12.4 **BENEFIT TRUST FUND.** Igbo Union shall establish a death benefit trust fund as grantor.

#### 12.5 **Definitions and Payments from the Trust Fund**

a) Whenever used in this section, the term: "Covered member" means an Igbo Union member in good standing as defined in Article 4.10 or qualified for benefits as described in Article 13.

b) Igbo Union of Washington State shall make a payment, as provided in this section, in the amount of \$5,000 (Five Thousand Dollars) when a covered member, dies of natural causes or is accidentally or intentionally killed or receives accidental or intentional bodily injury that results in the loss of the covered member's life. (Payout amount was changed from \$10,000 to \$5,000 per the Sept. 2008 bylaw amendments)

c) The payment provided for in this subsection shall be made to the beneficiary who was designated in writing by the covered member, signed by the covered member and delivered to the Trustee(s) during the covered individual's lifetime. If no such designation is made, then the payment shall be made to the surviving child or children and spouse in equal portions, and if there is no surviving child or spouse, then to the parent or parents. If a beneficiary is not designated and there is no surviving child, spouse or parent, then the payment shall be made to the covered member's estate.

#### 12.6 **Establishment of and administration of the Trust fund.**

a) There will be established in a financial institution a special fund to be known as the Igbo Union of Washington Benefits Trust Fund. The Trust Fund shall be funded by an initial appropriation of Forty Thousand Dollars (\$40,000.00), and shall be comprised of any additional funds appropriated by Igbo Union, donations, contributions, gifts, bequests or any other sources.

b) **Investment.** The Trustee shall invest the monies of the trust fund in any of the investments authorized for the funds of Igbo Union and those investments shall be subject to the limitations prescribed by the board, and under the provisions of a separately negotiated contract with a trustee that the union shall retain.

c) **Fund Management.** The Trustee(s) shall be responsible for the administration of the Trust Fund, compliance with established requirements and rules governing the operations of a trust fund, including filing applicable IRS tax returns for the trust, and the disbursement of death benefits authorized under this

section. The board shall adopt standard forms, rules and regulations necessary to implement and standardize the payment of death benefits under this section; to administer the Trust Fund created by this section and to carry out the purposes of this section.

d) Fund Enrollment. Coverage under the Igbo Union Benefit Trust Fund (IUBTF) is not automatic. To be eligible for coverage, a member in good standing must file an enrollment and beneficiary designation form with the Fund Trustee directly, together with a one-time \$50 administrative fee. The member is also responsible for notifying the Fund Trustee of any corrections, and changes in address or marital/dependent status.

### **ARTICLE 13 -- RIGHTS, PRIVILEGES AND BENEFITS**

Membership benefits as described in this section shall be extended to members under the following criteria:

13.1 A member is qualified as being of "good standing" - ordinarily one who has met all of requirements of Section 4.10 of these bylaws.

13.2 A member is qualified who has been granted temporary deferral from the payment of financial obligations up to one year, upon application, approved by a majority vote of the board. A member may use this privilege for no more than two calendar years at a time.

*This has been amended (at the bylaw amendments at the September 2008 general meeting) to the following:*

A member is qualified who has been granted temporary deferral from the attendance requirements or the payment of financial obligations or both up to one year, upon application and approval by a majority vote of the board. A member may use this privilege for no more than two calendar years at a time

13.3 A member is qualified solely as being of a charitable class that Igbo Union intends to benefit as part of the accomplishment of our exempt purposes.

To fulfill its charitable purpose, Igbo Union shall from time to time budget funds to be given out as charity to members or others qualified as belonging to a charitable class. Such an amount shall have been appropriated beforehand and approved by the general assembly as part of the annual budget or supplemental budget. The funds may be distributed to members or non-members in the form of grants, or emergency financial assistance or as charitable contribution.

Individual members and non-members qualify for assistance based solely on need. Application for Emergency assistance shall be developed by the Board and administered by the Treasurer. The board shall further develop criteria that individuals must meet in order to qualify for assistance. Any individual asking for assistance under charitable class shall complete and submit the application providing the necessary documentation in order to be considered for assistance. All other funding assistance shall be made at the discretion of the Board, which shall determine when an individual or organization meets the requirements or criteria. Such determination shall be by simple majority vote of the Board.

13.4 The accordence of rights and privileges are subordinate to other provisions of this constitution which may provide otherwise.

13.5 **The membership rights and privileges include:**

a. Eligibility to hold office and participate in committees.

b. Voting rights.

c. Eligibility for \$5,000 death benefit as a covered member available through the Igbo Union Death Benefit Trust Fund, described elsewhere in these Bylaws.

Note: Payout amount was changed from \$10,000 to \$5,000 per the Sept. 2008 bylaw amendments

d. Benefits available to a member qualified as belonging to a charitable class as defined under Section 13.3.

e. Privilege to invite participation and goodwill of the entire membership at individual members' events including naming ceremony, graduation, wedding, new birth, birthdays, parties' wake keeping, etc.

f. Eligibility of children and dependents under 21 years of age to participate in Union sponsored children and youth programs.

g. Access to the membership list, e-group list, educational materials, and facilities (if any) of the Union, for allowable uses as determined by the board.

h. Discounts at Union events and for use of Union's facilities.

i. Other privileges as the board may approve by resolution from time to time.

#### **13.6 Rights and Privileges of Associate Members**

a) An Associate member who has occasion to celebrate shall enjoy the Union's goodwill.

b) The degree of goodwill from the Union shall depend on the individual's (Associate member's) participation in the Union's affairs.

c) While voluntary donations from Associate members may be acceptable, they have no voting or rights to seek office and/or committee positions in the Union. They participate in an advisory capacity only.

#### **ARTICLE 14 - SETTLEMENT OF OUTSTANDING DEBTS TO THE UNION**

a. All matters pertaining to delinquency in payment of Union fees and dues or levies must be announced at the regular meeting of the Union from time to time.

b. No member shall expect to receive separate notices for non-payment of approved Union fees, dues, levies or calls for donations.

- c. The fiscal year for the Union shall start on the first day of January and end on the 31st day of December of each year.
- d. Balancing of books for the previous fiscal year shall be done no later than the 31st day of January of the following year.

## **ARTICLE 15 -- DISCIPLINES, DISMISSALS AND ANTI-UNION ACTIVITY**

Every member of the Union is subject to the Union's disciplines as determined by the Executive Board. No financial refund shall be awarded in the event of termination/resignation of membership.

### **Section I. Disciplines**

Any member who exhibits a disorderly conduct shall be fined ten dollars (\$10.00) if found guilty after a hearing in a general meeting.

### **Section II. Dismissals**

- a. Any member found fighting or who inflicts a physical abuse on another in any meeting or social function put together or sponsored by the Union shall be suspended for a period of four (4) months.
- b. Any member found with guns/knives (weapons of destruction), or illegal drugs in our meetings or social functions put together or sponsored by the Union shall be dismissed.
- c. If a member fails to appear for a hearing without official excuse, except where there is an unavoidable circumstance, he/she shall be probated for a period of sixty (60) days.
- d. Failure to appear for a hearing while on probation shall result in a dismissal by a majority vote.
- e. Any member on probation shall have their rights and privileges suspended, and the rights and privileges can only be reactivated on the successful completion of the probation.
- f. A member who is on probation and who breaks another rule of the Union shall have his/her membership revoked if found guilty of the second offense.
- g. A revoked member can apply for re-admission and if their application is approved by a majority vote, he/she shall pay a reinstatement fee of \$50.00.
- h. Determination of guilt and dismissals shall be by a majority vote of the members present.

### **Section III. Anti-Union Activities**

- a. Any activity which the Union considers detrimental to the progress and operation of the Union shall be anti-Union.
- b. Determination that any activity is anti-Union shall be by a two-thirds majority vote of the members present at a general meeting.
- c. Any member found guilty of anti-Union activities shall be subject to immediate dismissal of the member by a two-thirds majority vote in the general assembly.

## **ARTICLE 16 -- CENSURE OR JUDGMENT**

- a. Any elected or appointed executive and/or member is subject to a vote of censure by members of the Union.
- b. There shall be two-third (2/3) of members present at a general meeting to approve a disciplinary action against such an executive and/or member.
- c. Conditions for censure of any of the executives and/or member of the Union shall arise from any of the following: Corruption, inefficiency, laxity on duty, embezzlement and misuse of power.
- d. Any allegation against any executive and/or member shall be made in writing. If such an allegation has a foundation which shall be determined by the general assembly an investigation shall be conducted by a special committee appointed by the general house. The committee shall report their findings within a given time to the general assembly. The verdict of guilty or not guilty shall be determined by a majority of members present at the meeting.
- e. An executive and/or member under investigation shall step down for the period of the investigation.
- f. If an executive and/or member is guilty of embezzlement of the Union's funds, he/she shall be made to pay back the money in full.
- g. If any executive and/or member is guilty of any of the offenses mentioned above, he/she may be impeached, reprimanded, probated or dismissed from the Union. The punishment shall depend on the magnitude of the offense and shall be determined by the general assembly by a majority vote.
- h. If the executive is found not guilty, he/she shall be reinstated.

#### **ARTICLE 17 - ASSOCIATION WITH OTHER GROUPS**

- a. This Union shall work with other sister associations in the United States of America to promote the general well being of the Union.
- b. This Union, under the approval of the majority vote of the general assembly, shall be affiliated with other ethnic groups in our northwest region with similar goals.
- c. This Union shall engage only in the activities authorized by this bylaw.
- d. While this Union shall co-operate with other sister associations elsewhere, it shall conduct its affairs as permitted by the laws of the United States of America.

#### **ARTICLE 18-- POLICY**

**Use of Membership Lists** Membership lists may only be used to conduct official Union business and for communication among its members. Use of membership lists by non-members shall be prohibited, except as approved by the board.

**Members and the Bylaws** These bylaws shall be binding on all members of record. While it is subject to amendments as provided herein, these bylaws, or any parts thereof, shall not be suspended.

**Protection of members and their families**

Each member shall be encouraged to carry suitable life, health, property and automobile liability insurance, at their own expense.

#### **ARTICLE 19 -- DISSOLUTION OF THE UNION**

19.1 In the event that dissolution of the Union becomes necessary, a decision shall be made by the majority vote of members at a regular or special meeting called by the President. The dissolution process of the Union shall be completed by the Executive Committee in accordance with the state and federal rules and regulations.

19.2 Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state government, for a public purpose. Any such asset not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.