



# Arkansas Court Reporters Association

# Bylaws

## ARTICLE I - NAME AND IDENTIFICATION

### Section 1. Name.

The name of this organization shall be "Arkansas Court Reporters Association" ("ACRA").

### Section 2. Nonprofit Association.

ACRA is a nonprofit association organized for exclusively charitable, scientific, literary and educational purposes. ACRA shall be entitled to acquire, establish, retain and maintain a fund or funds to be held, invested and used exclusively for charitable, scientific, literary and educational purposes, to conduct and sponsor educational and instructional activities, to make grants and awards to individuals or organizations for charitable, educational, scientific, literary or cultural purposes, and to engage in any lawful act or activities related to the foregoing.

## ARTICLE II - OBJECTS AND PURPOSES

The objects and purposes of ACRA shall include, but not be limited to, the following:

- (a) Bringing together all qualified Court Reporters, CART Providers, Captioners, and related professionals;
- (b) To establish and maintain cordiality among its members;
- (c) To promote professional ethics among its members;
- (d) To secure benefits resulting from organized effort;
- (e) To raise the professional status of reporting and related professions and secure proper compensation;
- (f) Providing continuing educational opportunities for Court Reporters, CART Providers, Captioners, and related professionals;
- (g) Meet for the improvement and fellowship of its members.

## ARTICLE III - MEMBERSHIP

### Section 1. Membership.

Membership shall be open to those who subscribe to the purposes enumerated in Article II of these Bylaws and meet one of the classes of membership listed below and further defined in the Policies and Procedures Manual of ACRA (the "Manual"), adopted by the Executive Committee and amended from time to time at the sole discretion of the Executive Committee by a two-thirds vote.

### Section 2. Classes of Membership.

The following shall be the classes of membership of ACRA with such rights and obligations as set forth in these bylaws and in the Manual:

- (a) General Member: Any person who is a court reporter certified in the State of Arkansas and in good standing.
- (b) Retired Member: Any person who has been a member in good standing for ten years and is no longer in active practice as a court reporter. Retired member shall enjoy all privileges of general membership.
- (c) Associate Member: Any person who has an ongoing interest in the work, profession, and system of court reporting. Associate members shall not be eligible to vote, hold office, or serve on the nominating committee.
- (f) Student Member: Any person who is engaged in the study of the profession of court reporting. Student members shall be eligible to renew their status as such one time (one year upon becoming a

member and one year's renewal). Student members shall not be eligible to vote, hold office, or serve on the nominating committee.

### Section 3. Dues.

Dues shall be prescribed in the Manual.

### Section 4. Suspension or Termination of Membership.

Membership may be suspended or terminated for failure to pay dues or for cause as prescribed in the Manual

### Section 5. Meetings and Quorum.

(a) Meetings. Regular meetings of this association shall be held in the spring and fall of each year. Additional regular meetings may be established by the Executive Committee, pursuant to its authority. Special meetings of the members may be called at any time by the President or upon written request of at least two-thirds (2/3) of the Executive Committee members or by ten percent (10%) of the membership as outlined in the Manual. All members shall be given at least thirty (30) days notice of the Regular Meetings, Additional Regular Meetings and Special Meetings by first-class mail, electronic mail, facsimile transmission, or publication in the association newsletter, and shall be deemed given when mailed or when the electronic mail, facsimile transmission, or newsletter is sent to the relevant member at his or her business or residence address on file with ACRA.

The business to be transacted and the purpose of any special meeting must be specified in the notice of such meeting.

Attendance of a member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, and of notice of the purpose of the meeting, except when a Member states, at the beginning of the meeting, any such objection or objections to the transaction of business.

(b) Quorum. A quorum of Members at any meeting shall consist of at least two-thirds (2/3) of the total Members in good standing who are present at said Meeting and who are then eligible to vote as provided in the Manual, but a lesser number may adjourn the meeting from time to time until a quorum is had. At any meeting, a member in good standing may leave a proxy vote on specific issues to be brought before the membership at that meeting. Said proxy vote must be in writing.

## ARTICLE IV - EXECUTIVE COMMITTEE AND OFFICERS

### Section 1. Authority.

The business and affairs of ACRA shall be controlled and administered by a Executive Committee which shall adopt a Policy and Procedures Manual (the Manual) to clearly define the conduct of business of ACRA.

### Section 2. Composition.

The Executive Committee shall be comprised of the six (6) officers elected at the Spring Meeting of ACRA by its membership pursuant to Article V. Each elected member of the Executive Committee shall have one vote on all matters coming before the Executive Committee. Only General and Retired Members in good standing shall be eligible to serve as Officers of ACRA.

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### Section 3. Officers.

The officers shall be President, President-Elect, Vice-President, Secretary, Treasurer, and Parliamentarian.

### Section 4. Duties.

The duties of the Executive Committee shall be as set forth in the Manual.

### Section 5. Election, Tenure and Rotation.

Each member of the Executive Committee shall be elected upon the affirmative vote of a majority of the members at the Spring Meeting, and shall take office immediately following the Spring Meeting at which they are elected. They shall be elected for a two (2) year term.

### Section 6. Vacancies and Removal.

Upon due notice, any member of the Executive Committee may be removed by a three-fourths (3/4) vote of the Executive Committee at an annual or regular meeting of the Executive Committee if the best interests of the association would be served by such action and a successor shall be appointed as provided in this section. Any Executive Committee member who resigns or terminates his/her position as an Officer of ACRA for any reason shall relinquish his/her Executive Committee membership immediately. Any Executive Committee Member may resign his or her position at any time and a successor shall be appointed as provided in this section.

Vacancies created by the death, removal, resignation, or incapacity of any member of the Executive Committee shall be filled by Executive Committee appointment upon the affirmative vote of two-thirds (2/3) of those Executive Committee members at any meeting of the Executive Committee. An Executive Committee Member appointed by the Executive Committee to fill a vacancy created by the death, removal, resignation, or incapacity of an Executive Committee member shall serve until the next Spring Meeting when the position shall be filled as provided in the Manual.

In the event of a vacancy in the presidency, the President-Elect shall complete the unexpired term as provided in the Manual.

### Section 7. Meetings and Notice.

The Executive Committee shall hold at least two meetings annually.

### Section 8. Quorum.

A quorum for the transaction of any business at a meeting of the Executive Committee shall be a majority of the Executive Committee members then in office. If a quorum is present and except as otherwise specifically provided in these Bylaws, the Executive Committee may act upon a majority vote of the Executive Committee members present at the meeting. Members of the Executive Committee may participate in a meeting of the Executive Committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting.

### Section 9. Action Without a Meeting.

The Executive Committee may take action without a meeting, if a majority of the Executive Committee shall vote affirmatively for such action, and the vote shall be ratified at a subsequent meeting of the Executive Committee.

## **ARTICLE V - ELECTIONS**

Elections. Only General and Retired Members in good standing who have achieved that status shall be eligible to vote at that meeting. The qualified voting members shall elect the Officers at the Spring Meeting as outlined in the Manual. If there are two (2) candidates for an Officer position at a particular meeting, the person for whom a majority of votes are cast at the meeting at which a quorum is present shall be elected for such office. In the event there are three (3) or more candidates for an office and a majority vote of the voting members is not received by any candidate for such office, there shall be a runoff

election during the meeting between the two (2) candidates receiving the most votes.

## **ARTICLE VI - COMMITTEES**

### Section 1. Standing Committees.

ACRA shall have the following standing committees:

- A. Program Committee
- B. Membership/Newsletter Committee
- C. Continuing Education Committee
- D. Legislative Committee
- E. Nominating Committee
- F. Bylaws Committee

The President of ACRA shall appoint the chairs (except the Program Committee and Nominating Committee) and, in consultation with the chairs, the members of all Standing Committees.

### Section 2. Other Committees.

Other committees may be created by the President as he/she shall, from time to time, deem in the best interests of ACRA. Said committees shall serve at the pleasure of the President, and the President may, at his/her sole discretion, at any time, modify, recognize, or eliminate any such committees which he/she or any previous president has created pursuant to this section.

### Section 3. Committee Authority.

The authority and duties of the Standing Committees shall be set by the Executive Committee as provided in the Manual.

## **ARTICLE VII - INDEMNIFICATION**

### Section 1. Definitions.

As used in this Article, the following terms shall have the following meanings:

(a) "Officer" means an individual who is or was an officer, respectively, of ACRA or an individual who, while an officer of ACRA, is or was serving at ACRA's request as an officer, partner, trustee, employee, or agent of a partnership, joint venture, trust, employee benefit plan, or other entity. An officer is considered to be serving an employee benefit plan at ACRA's request if his or her duties to ACRA also impose duties on, or otherwise involve services by, the officer to the plan or to participants in or beneficiaries of the plan. Officer includes, unless the context otherwise requires, the estate or personal representative of an officer.

(b) "Disinterested Officer" means an officer who at the time of a vote:

(i) is not a party to the proceeding, or;

(ii) does not have a familial, financial, professional, or employment relationship with the Officer whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, under the circumstances, reasonably be expected to exert an influence on the officer's judgment when voting on the decision being made.

(c) "Expenses" include attorneys' fees.

(d) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(e) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(f) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative and whether formal or informal.

### Section 2. Basic Indemnification Arrangement.

(a) Except as provided in Sections 2(d) and 2(e) below, ACRA shall indemnify an individual who is made a party to a proceeding because he or she is or was an Officer against liability incurred by him or her in the proceeding if he or she acted in a manner he or she

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believed in good faith to be in or not opposed to the best interests of ACRA and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(b) An Officer's conduct with respect to an employee benefit plan for a purpose he or she believed in good faith to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Section 2(a).

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, be determinative that the Officer did not meet the standard of conduct set forth in Section 2(a).

(d) ACRA shall not indemnify an Officer under this Article in connection with:

(i) a proceeding by or in the right of ACRA in which such Officer was adjudged liable to ACRA, or;

(ii) any proceeding in which such person was adjudged liable on the basis that he or she improperly received a personal benefit unless, and then only to the extent that, a court of competent jurisdiction determines pursuant to Section 5 herein that, in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnification.

(e) Indemnification permitted under this Article in connection with a proceeding by or in the right of ACRA is limited to reasonable expenses incurred in connection with the proceeding if it is determined that the Officer has met the relevant standard of conduct set forth in Section 2(a).

### Section 3. Advances for Expenses.

(a) ACRA shall pay for or reimburse the reasonable expenses incurred by an Officer who is a party to a proceeding in advance of final disposition of the proceeding because he or she is an Officer if he or she delivers to ACRA:

(i) A written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 2(a) above; and

(ii) A written undertaking, meeting the qualifications set forth below in Section 3(b), executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this Article or otherwise.

(b) The undertaking required by Section 3(a)(ii) above must be an unlimited general obligation of the Officer but need not be secured and may be accepted without reference to financial ability to make repayment.

### Section 4. Authorization and Determination of Entitlement to Indemnification.

(a) ACRA acknowledges that indemnification of an Officer under Section 2 has been preauthorized by ACRA in the manner described in Section 4(b) below. Nevertheless, ACRA shall not indemnify an Officer under Section 2 unless a separate determination has been made in the specific case that indemnification of such person is permissible under the circumstances because he or she has met the standard of conduct set forth in Section 2(a); provided, however, that regardless of the result or absence of any such determination, and unless limited by the Bylaws, to the extent that an Officer has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party, or in defense of any claim, issue or matter therein, because he or she is or was an Officer, ACRA shall indemnify such person against reasonable expenses incurred by him or her in connection therewith.

(b) The determination referred to in Section 4(a) above shall be made, at the election of the Executive Committee:

(i) by the Executive Committee, when there are two or more disinterested Officers, by a majority vote of all of the Disinterested Officers (a majority of whom shall for such purpose constitute a quorum);

(ii) if a quorum cannot be obtained under subsection (i) above, by majority vote of a committee duly designated by the Executive Committee (in which designation Officers who are parties may participate), consisting solely of two or more Disinterested

Officers;

(iii) by special legal counsel either (A) selected by the Executive Committee or its committee in the manner prescribed in subsection (i) or (ii) above, or (B) if a quorum of the Executive Committee cannot be obtained under subsection (i) above and a committee cannot be designated under subsection (ii) above, selected by a majority vote of the full Executive Committee (in which selection Officers who are parties may participate); or

(iv) by the Members, provided that Officers who at the time do not qualify as Disinterested Officers may not vote on the determination.

(c) As acknowledged above, ACRA has pre-authorized the indemnification of Officers hereunder, subject to a case-by-case determination that the proposed Officer has met the applicable standard of conduct under Section 2(a). Consequently, no further decision need or shall be made on a case-by-case basis as to the authorization of ACRA's indemnification of Officers hereunder. Nevertheless, evaluation as to reasonableness of expenses of an Officer in the specific case shall be made in the same manner as the determination that indemnification is permissible, as described in Section 4(b) above, except that if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by those entitled under Section 4(b)(iii) to select counsel.

### Section 5. Court-Ordered Indemnification and Advances for Expenses.

Unless ACRA's Bylaws provide otherwise, an Officer of ACRA who is a party to a proceeding may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification or advances for expenses if it determines that:

(a) The applicant is entitled to indemnification under the final clause of Section 5 above (in which case ACRA shall pay the indemnitee's reasonable expenses incurred to obtain court-ordered indemnification);

(b) The applicant is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he or she met the standard of conduct set forth in Section 2(a) above or was adjudged liable as described in Section 2(d) above, but if he or she was adjudged so liable, any court-ordered indemnification shall be limited to reasonable expenses incurred in connection with the proceeding.

### Section 6. Liability Insurance.

ACRA may purchase and maintain insurance on behalf of an Officer or an individual who is or was an Officer of ACRA or who, while an Officer of ACRA, is or was serving at the request of ACRA as an officer, partner, trustee, employee or agent of another partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his status as an officer, or trustee, whether or not ACRA would have power to indemnify him or her against the same liability under Section 2, Section 3 or Section 4 above.

### Section 7. Witness Fees.

Nothing in this Article shall limit ACRA's power to pay or reimburse expenses incurred by a person in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent in the proceeding.

### Section 8. Amendments; Severability.

No amendment, modification or rescission of this Article VII, or any provision hereof, the effect of which would diminish the rights to indemnification or advancement of expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission. In the event that any of the provisions of this Article (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void

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or otherwise unenforceable, the remaining provisions of this Article shall remain enforceable to the fullest extent permitted by law.

## **ARTICLE VIII - AFFILIATIONS**

The Executive Committee may vote to affiliate with or accept for affiliation any other association or group of Reporters or related professions, which evidences through its bylaws or statement of purposes that it espouses and embraces the purposes and precepts promulgated in these bylaws, in the same manner as the Executive Committee shall regularly conduct any other business in the exercise of its powers.

## **ARTICLE IX - AMENDMENTS**

These Bylaws may be amended only upon the following circumstance(s) and in accordance with the Manual:

(a) Amendments, alterations or repeals may be proposed by the Executive Committee or the Bylaws Committee, and by Members to the Bylaws Committee.

(b) The Executive Committee shall give thirty (30) days' notice of all proposed amendments to all members in the official publication or by written notice, as the Executive Committee may determine.

(c) The Bylaws may be amended, altered, or repealed by a two-thirds (2/3) vote of those members present and voting at any regular meeting, provided that such proposed change shall have been published at least one time in the official publication or by written notice at least thirty (30) days before the meeting at which such amendment, alteration, or repeal will be voted upon; or said bylaws may be amended, altered, or repealed by a two-thirds (2/3) vote of those present and voting at two successive regular meetings.

## **ARTICLE X - MISCELLANEOUS**

### Section 1. Dissolution.

In the event of dissolution of ACRA for any reason, all of its assets remaining after the payment of all its obligations shall be distributed to any religious, charitable, scientific, or educational entity selected by the Executive Committee, provided, however, that in no event shall any such distribution of assets be made to any entity which does not qualify as an exempt organization of the Internal Revenue Code or other Federal statutes of similar import then in force.

### Section 2. Savings Clause.

If any part of these Bylaws shall be determined to be invalid or ineffective, the validity and effectiveness of the remaining parts shall not be affected thereby.

### Section 3. Effective Date.

These Bylaws shall take effect upon the certification of the Bylaws Committee to the Executive Committee that the Members have voted to adopt these amended bylaws. In voting to approve these Bylaws, the Members shall be deemed to have ratified all acts of the Executive Committee which occurred in conformity with provisions of the Bylaws prior to their amendment.

### Section 4. Interpretation of Bylaws.

The Executive Committee shall be the final authority on the interpretation of these Bylaws.

### Section 5. Parliamentary Authority.

The most current edition of Roberts Rules of Order shall apply to any action unless otherwise enumerated in these Bylaws and/or the Manual.

*Adopted April 2007*