

# BY-LAWS

CONSORTIA OF ADMINISTRATORS FOR NATIVE AMERICAN  
REHABILITATION, INCORPORATED



**APPROVED**  
**June 14, 2022**

**Consortia of Administrators in Native American Rehabilitation, Inc.**

**BY-LAWS**

**Table of Contents**

Article	Page
Article I – Name and Corporate Status.....	3
Article II – Mission.....	3
Article III – Purpose..... 3--4	
Article IV – Membership.....	4-7
Article V – Administration.....	7-10
Article VI – Membership Meetings .....	10-11
Article VII – Nominations and Election of Officers .....	12
Article VIII - Committees .....	12-15
Article IX – Compensation .....	15-16
Article X – Conflict of Interest .....	16-17
Article XI – Amendments .....	17
Article XII – Dissolutions .....	17-18
Article XIII – Document Retention.....	18-19
Certification of Amendment and Adoption.....	20

# **Consortia of Administrators for Native American Rehabilitation, Inc.**

## **BY-LAWS**

### **ARTICLE I – Name and Corporate Status**

- Section 1:** The name of the organization is Consortia of Administrators for Native American Rehabilitation, Inc. hereinafter referred to as CANAR, Inc.
- Section 2:** CANAR, Inc. is a 501 (c) (3) charitable, non--profit corporation.
- Section 3:** Without the expressed written permission of the CANAR, Inc. Executive Committee, the CANAR, Inc. name and logo cannot be used for public or private purposes.
- Section 4:** The principle office of CANAR, Inc. is located at the United Houma Nation, 991 Grand Caillou Road, Bldg. #2, Houma, LA 70363.

### **ARTICLE II – Mission**

- Section 1:** The mission of CANAR, Inc. is to serve as an avenue for collaboration and cooperation between American Indian Vocational Rehabilitation Services (AIVRS) Tribal programs and other partners serving Native Americans and Alaska Natives with disabilities, to increase and enhance the quality of culturally relevant and appropriate services, resulting in employment and positive outcomes for Native Americans with disabilities

### **ARTICLE III – Purpose**

- Section 1:** The purpose of CANAR, Inc. shall be to advance and improve vocational rehabilitation services by:
1. Providing a national forum to enable and empower Administrators of American Indian Vocational Rehabilitation Services (AIVRS) Tribal programs to study, deliberate, and to act upon matters affecting rehabilitation with the ultimate goal of expanding quality rehabilitation services to American Indians with disabilities.
  2. Providing a resource to organize and convey the collective position of AIVRS Administrators on issues affecting rehabilitation on reservations, trust lands, Alaska Native villages, and on a national level to disseminate the collective position to all stakeholders including but not limited to universities and colleges, service providers, related facilities, companies, and concerned citizens.

3. Providing a means of communication with related organizations, governmental bodies and/or other entities on matters relating to rehabilitation service provision, education and research.
4. Conducting, participating in and influencing the design of research which leads to demonstrations or policies/practices, that improve vocational rehabilitation services for American Indians with disabilities on or near reservations, trust lands, Alaska Native villages, and at the national level.
5. Promoting and maintaining service outcomes.
6. Promoting professional development for practitioners in rehabilitation whose career goals are in rehabilitation services, education, and administration of AIVRS Tribal programs.
7. Ensuring that consumers have access to culturally appropriate and traditional healing practices.
8. Maintaining capacity to actively and consistently compete and seek out funding that aligns with the mission and purpose of CANAR, Inc.

#### **ARTICLE IV – Membership**

**Section 1: Member in Good Standing**

Defined as “Once CANAR membership dues are paid, the entity becomes a member in good standing.”

**Section 2: CANAR will have the following categories for membership:**

- A. AIVRS
- B. Institutional
- C. Individual
- D. Student
- E. Consumer/Family Member

**Section 3: Category A: AIVRS Membership (one vote each)**

1. Every American Indian Vocational Rehabilitation Services (AIVRS) Tribal program is eligible for membership in CANAR, Inc. under this category.
2. AIVRS membership shall be contingent upon payment of the annual membership dues.
3. AIVRS members in good standing shall have one vote each and the overall weight of the AIVRS vote in comparison to the total vote shall be tabulated as, at a minimum, 51% of the overall vote.\* If an AIVRS member cannot be present for a vote they shall be prepared with written/signed proxy vote.
4. A Super Majority, 65% of all eligible voters, will be required for key decisions. These include merging with other organizations, dissolving the CANAR, Inc. organization, amending or revising the CANAR, Inc. by-laws, and removing elected officials. These votes will also require mandatory proxies.

**Section 4: Category B: Institutional Membership (one vote each)**

1. Institutional membership in CANAR, Inc. is open to any organization or agency whose primary focus is vocational and/or educational rehabilitation or research. Organizations in this category may include but are not limited to: State VR Agencies, Universities and Colleges, National Disability Organizations, and other American Indian and Alaska Native Organizations.
2. Institutional membership in CANAR, Inc. shall be contingent upon payment of such annual membership dues.
3. Institutional members in good standing shall have two votes each and the overall weight of the institutional vote in comparison to the total vote shall be tabulated so as not to exceed 29%.\*

**Section 5: Category C: Individual Membership (one vote each)**

1. An individual whose primary focus is vocational and/or educational rehabilitation or research shall be eligible for an individual membership in CANAR, Inc.
2. Individual membership in CANAR, Inc. shall be contingent upon the payment of annual membership dues.
3. Individual members in good standing shall have one vote each and the overall weight of the individual vote in comparison to the total vote shall be tabulated so as not to exceed 20%.\*

**Section 6: Category D: Student Membership**

1. Students are eligible for membership in CANAR, Inc. if they are a student in rehabilitation training, research, and/or an education program with career goals in rehabilitation.
2. Student membership in CANAR, Inc. shall be contingent on the payment of annual membership dues.
3. This membership category shall be non-voting, and shall not have the privilege of holding office.

**Section 7: Category E: Consumer/Family Member Membership**

1. Any American Indian with a disability who is a present, past, or potential consumer of AIVRS Tribal program services shall be eligible for membership.
2. Any family member of an American Indian consumer shall be eligible for membership.
3. Consumer/consumer family membership in CANAR, Inc. shall be contingent on the payment of annual membership dues.
4. This membership category shall be non-voting, and shall not have the privilege of holding office.

**Section 8: Voting Rights:**

Each member in categories A-C for CANAR, Inc. shall be entitled to vote in meetings, referenda and elections provided they are also a member in good standing with CANAR, Inc.

**Section 9: Split Votes**

In the event of a split vote, or where AIVRS Tribal Members coalition with Institutional and Individual Members to outnumber AIVRS Tribal Members, the Tribal Members representing the largest numbers of Native Americans and Alaska Native Tribal members will take precedence.

**Section 11: Membership Dues**

The membership dues for all categories shall be the amount recommended by the CANAR, Inc. Executive Committee and approved by the membership every three (3) years at the Mid-Year CANAR, Inc. conference business meeting. Annual membership dues will be paid no later than 90 days after the beginning of the Federal fiscal year. Membership dues are based on the category of membership and shall be contingent upon payment of such annual dues.

**Section 12: Balloting, Voting, Special Election – Paper Ballots.**

1. Paper Ballots Required - All Super-Majority votes shall be conducted with a paper ballot and mandatory proxies. All elections shall be conducted with a paper ballot. All other membership votes may be conducted with a paper ballot or as determined by the CANAR, Inc. Executive Committee.
2. Proxy Voting - A member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary of CANAR, Inc. before or at the time of the meeting where the vote will take place. A proxy shall be valid only for the meeting in question and shall entitle the holder to vote only at that meeting for the purpose detailed in the proxy. Certain votes require a mandatory proxy.
3. Electronic Voting - In the interest of time and expediency, the CANAR, Inc. Executive Committee may establish a process for electronic voting on issues other than elections and super-majority issues, outlining appropriate safeguards for the validity and authenticity of the vote, to enable faster results, ease of use, increased participation, more cost-efficient voting and more auditable voting.
4. Special Election - When an unexpected vacancy occurs on the Board more than six months before a regularly scheduled election for that position, a special election to fill the position shall be conducted. The person so elected shall take office at the first regularly scheduled meeting following the certification of the special election and shall serve only until the end of the term of the position which he/she was elected to fill. Unexpected vacancies include but are not limited to vacancies due to disease, illness or accident; removal for cause; resignation; military deployment; excessive absences or unwilling to discharge the duties of office; or criminal conviction. If the period is less than 6 months before an election, the CANAR, Inc. Executive Committee may immediately appoint an interim member as necessary to enable the Executive Committee to conduct business and discharge its responsibilities until the next election.

\*Explanation (as of Summer 2018): At the current time, there is no danger of non-AIVRS tribal program members outvoting AIVRS tribal program members since our AIVRS tribal programs' voting rights greatly outweigh and outnumber the other types of membership. However, if, in the future non-AIVRS members' votes outnumber AIVRS member vote, the language describing percentage limitations for

the tabulation of votes is designed to protect the integrity of the founding AIVRS organization from a takeover of non-AIVRS members.

## **Article V – Administration**

### **Section 1: Board of Directors**

1. The Board of Directors shall consist of American Indian Vocational Rehabilitation Program Administrators or past Administrators in good standing with CANAR Inc.
2. The Board of Directors are volunteers who are voted into office by the CANAR, Inc. general membership, for staggered 2-year terms at the Annual CANAR Conference.
3. These 7 elected positions are:
  - a. President
  - b. Vice President
  - c. Secretary
  - d. Treasurer
  - e. Membership Coordinator
  - f. Sargent at Arms
  - g. Member at Large
4. The duties of the officers include:
  - a. President: Presides over CANAR Inc., manages the board of directors and the executive committee, appoints and monitors the work of the standing committee chairs as well as appoints the special interim committees and chairs, and acts as the official representative of CANAR, Inc.
  - b. Vice President: Performs the duties of the President when he/she is unavailable and is responsible for other duties as assigned by the President.
  - c. Secretary: Works with the CANAR, Inc. Administrative Staff (when available) to maintain accurate meeting minutes, appropriate record retention, and is responsible for other duties as assigned by the President.
  - d. Treasurer: Works with the CANAR, Inc. Administrative Staff (when available) to oversee fiscal management, identify and implement fund raising opportunities, provides Conference planning oversight and is responsible for other duties as assigned by the President.
  - e. Membership Coordinator: Works with the CANAR, Inc. Administrative Staff (when available) to promote membership, develop criteria for membership, review applications for membership, determine acceptability of such applications and is responsible for other duties as assigned by the President.
  - f. Sargent at Arms: Works with the CANAR, Inc. Administrative Staff (when available) to annually review and revise the bylaws based on issues or concerns from membership or the executive committee. Keeps order during CANAR, Inc. meetings and collects ballots, tallies votes and records attendance. The Sargent at Arms is responsible for other duties as assigned by the President.
  - g. Member at Large: The Member at Large does not have a specific list of duties. Rather he/she serves the board's strategic needs as determined by the President at any given time.

5. The purpose of the Board of Directors is to govern the affairs and property of CANAR, Inc.

**Section 2: Executive Committee of the Board of Directors**

1. The CANAR, Inc. Executive Committee of the Board of Directors (herein called the, “Executive Committee”) is comprised of the seven elected voting officers (President, Vice President, Secretary, Treasurer, Membership, Sargent at Arms and Member at Large) as well as the chair from each of the standing and special committees.
2. All officers are voting members but the committee chairs shall not be voting members.
3. The Executive Director will attend the Executive Committee meetings but not be a voting member.
4. The President will serve as the Chair of this committee.
5. This Executive Committee will hold open monthly and public meetings. A simple majority of the voting members of the Executive Committee shall constitute a quorum.

**Section 3: Executive Committees Responsibilities**

The responsibilities of the Executive Committee will be to:

1. Govern CANAR, Inc. by establishing policies (organization and finance) and procedures as well as setting out strategic objectives in accordance with CANAR, Inc.’s vision and purpose;
2. Hire and oversee the performance of the CANAR, Inc. Executive Director. When there is not a CANAR, Inc. Executive Director, the President will act as the Executive Director until such position is filled;
3. Approve the annual budget and ensure the availability of adequate financial resources.
4. Ensure that audits are being performed according to the State of Louisiana Statute and at least by the following requirements:
  - a. An annual independent audit if CANAR, Inc. receives \$500,000 or more in revenues in any one fiscal year;
  - b. A financial review if annual revenues is \$200,000 or more but less than \$500,000;
  - c. A compilation if annual revenues is \$50,000 or more but less than \$200,000.
5. Provide reports to the General membership of CANAR, Inc.’s performance and finances. Reports will be provided at the Annual and Mid-year conferences.
6. Enter into agreements, contracts and other legal documents with the President having signatory authority once the document is approved by the simple majority vote of the Executive Committee.
7. Create the agenda for the Executive Committee meetings;
8. Maintain and monitor the CANAR, Inc. records (organizational and financial) and property;
9. Create special committees and assign the function of these committees;
10. Make arrangements for meetings of CANAR, Inc. including the development of agenda for such meetings.



11. Employment Contracts - Any employee of CANAR, Inc. including the Executive Director, shall be employed under written contract. The terms of the employment contract shall include, at a minimum:
- a. the full name of the employee;
  - b. a description of the legal entity of CANAR, Inc. as employer;
  - c. the Skills, Abilities and Knowledge required of the position;
  - d. the Conditions of Employment;
  - e. a requirement for regular and periodic Performance Appraisals;
  - f. the Terms of Agreement specifying the Period of Years, Beginning/End Dates and Renewal Clause;
  - g. a Consultation Clause requiring the discharge of duties with, and under the supervision of, the CANAR, Inc. Executive Board;
  - h. a Compensation Clause defining a base salary and conditions for increases as determined by CANAR, Inc. Executive Board;
  - i. the employee's authority to manage and conduct the business of CANAR, Inc. subject to review and approval by the CANAR, Inc. Executive Board; and
  - j. the requirements for prior approval of the Executive Board for CANAR, Inc. (examples: to borrow or obtain credit, expend funds for capital equipment, execute contracts, purchase or sale of Employer's assets, execute leases of real or personal property, exercise discretionary authority over the management of employee welfare or pension plans, or arrange the disposition of assets of any such plans).

**Section 4: Elected Officer Vacancies:**

If the office of the President becomes vacant, the Vice President shall serve as President for the remainder of the President's term.

If the Office of the Vice President, Treasurer, Secretary, Membership Coordinator, Sargent of Arms, and Member at Large becomes vacant, the office shall remain vacant until the vacancy shall be filled by special election. The individual elected to fill the vacant position will fulfil the unexpired term of his/her predecessor.

**Section 5: Terms of Office:**

The President, Vice President, Secretary, Treasurer, Membership Coordinator, Sargent-at-Arms, and Member-at-Large, shall serve staggered 2-year terms and shall take office at the completion of the item of business during the general membership meeting of the Annual Conference as elected by the membership.

At the first election following the adoption of these bylaws, December 2018, the President and Treasurer will be elected for a two year term and the Vice-President and Secretary will be elected for a one year term.

At the Mid-Year CANAR Conference in June 2019, the Membership Coordinator, Sargent at Arms and Member at Large will be elected for staggered terms. The Membership Coordinator and Sargent at Arms will serve initially for 18 months and the Member at Large will serve for two and one half year terms.

Therefore, elections of new officers will take place every year at the Annual Conference. The exception to this would be if the Force Majeure (aka: Act of God) clause is enacted. Then, the terms of office will be extended until the Annual Conference can be held with staggered terms in the following manner:

1. President, Treasurer, Membership Coordinator, and Sargent at Arms, every even year.
2. Vice-President, Secretary and Member at Large every odd year.

Officers may be reelected for consecutive terms by the membership.

**Section 6: Removal:**

Any Executive Committee member or committee chair may be removed due to excessive absences of meetings, inability to perform duties, fraud or malfeasance by a simple majority vote of the Executive Committee.

**ARTICLE VI – Membership Meetings**

**Section 1: Frequency:**

There shall a minimum of 2 membership meetings held in conjunction with the annual and mid-year CANAR, Inc. conferences.

**Section 2: Notice:**

1. Agenda items for meetings may be submitted for consideration to the CANAR, Inc. Secretary 30 days prior to each meeting.
2. A tentative agenda for the meetings should be provided to all members of CANAR, Inc. by means of email and by means of the Members Only section of the CANAR, Inc. website 15 days prior to each meeting.

**Section 3: Special Meetings:**

1. Special meetings of the Executive Board may be called by any member of the Executive Board.
2. A special meeting request must be in writing and addressed to the CANAR, Inc. president and must include the following:
  - a. Reason for the meeting.
  - b. Allow 30 days to arrange for a special meeting and establish a date for review.
3. The minutes of a special meeting shall be provided to each member of the Executive Board within 30 days.
4. A quorum shall exist with attendance of a simple majority of Executive Board members.
5. The CANAR, Inc. Secretary and/or Sargent at Arms will verify that a quorum has been established by counting those present during the roll call.

**Section 4: Quorum and Action:**

1. Representation of not less than 30 percent of the voting members shall constitute a quorum at the general membership meetings.

2. The CANAR, Inc. Secretary or Sargent at Arms will verify that a quorum has been established by counting those present during the roll call.
3. Any action item requiring a membership vote shall be submitted to the CANAR, Inc. Secretary at least 30 days prior to a membership meeting. If during the "other business" section of the membership meeting, discussion of a topic has potential for a membership vote, the topic shall be tabled and referred to the CANAR, Inc. Executive Committee for review and research. If the topic is appropriate for membership voting, then the action item shall be brought before the membership and voted on at the next membership meeting.

**Section 5: Membership Meeting Minutes:**

The CANAR, Inc. Secretary shall ensure that summary minutes of the membership meetings shall be provided to all CANAR, Inc. members by means of email and by means of the Members Only section of the CANAR, Inc. website within 30 days.

**Section 6: Executive Committee Meeting:**

1. There shall be a minimum of two face to face meetings annually at a date, time, and location designated by the Executive Committee. One meeting shall coincide with the Annual General Membership meeting and one meeting shall coincide with the Mid-Year General Membership meeting.
2. A tentative agenda for each meeting shall be provided to each member of the Executive Committee and all Committee Chairpersons. The agenda should be provided at least 15 days prior to each committee meeting and posted to the CANAR, Inc. website.
3. CANAR, Inc. Executive Committee meetings shall be open to all CANAR, Inc. General membership.
4. The CANAR, Inc. Secretary shall ensure that summary minutes of each committee meeting shall be provided to each Executive Committee member 30 days after the meeting and available to the CANAR, Inc. membership upon request.
5. A quorum shall be defined as attendance of a simple majority of the members of the CANAR, Inc. Board of Directors.
6. Executive Committee conference calls shall be scheduled by the CANAR, Inc. President on an as needed basis and open to the CANAR, Inc. General membership.

**Section 7: Executive Committee Work Session/Strategic Planning:**

A minimum of a two day work session of the CANAR, Inc. Executive Committee shall be held each year to create a work plan for the upcoming year.

**Section 8: Proxy Voting:**

Proxy votes shall be allowed for designees of the representatives for voting members of CANAR, Inc. Proxy votes shall only be allowed for voting members in good standing. The Proxy vote will be identified during the roll call for the meeting as well as submitted in writing to the CANAR, Inc. Secretary. (For more on Proxy Voting see Article IV, Section 12.)

## **ARTICLE VII - Nomination and Election of Officers**

### **Section 1: Nominations:**

1. CANAR, Inc. Secretary shall solicit nominations from CANAR, Inc. members, shall ascertain willingness to serve from the eligible members who are nominated and shall develop the election ballot based on these nominations.
2. Multiple nominations may be submitted by an AIVRS program or institutional program that is a member in good standing to allow for staff to participate individually.
3. A nominated person cannot run for more than one office.

### **Section 2: Eligibility:**

The individuals nominated shall be American Indian Vocational Rehabilitation Program Administrators or past Administrators in good standing.

### **Section 3: Elections:**

1. Officers of CANAR, Inc. shall be elected by a mail ballot sent to each member in good standing not less than 60 days before the CANAR, Inc. annual meeting.
2. Only one vote may be submitted from each CANAR, Inc. Member in Good Standing.
3. The administrative office must receive ballots not less than 30 days before the date of the membership meeting for ballot results compilation.
4. Candidates receiving a simple majority of votes cast shall be elected. In the event that no candidate receives a simple majority of the votes cast, a second election shall be held between the two candidates receiving the highest number of votes.

## **Article VIII - Committees**

### **Section 1: CANAR, Inc. Committees**

1. Due to the amount of work and the desire to have inclusion of its membership, CANAR, Inc. has Standing committees and the ability to create special committees when a need arises.
2. When there is a change in committee chairs, the out-going chair for each committee will orient and transition the new chair into the committee leadership position.

### **Section 2: Committee Membership**

Membership on committees, with the exception of the Executive Committee, are open to any member in good standing with CANAR, Inc. All Committee Chairs must be an employee of an AIVRS program.

### **Section 3: Standing Committees Executive Committee**

The responsibilities of the Executive Committee will be to:

1. Govern CANAR, Inc. by establishing policies (organization and finance) and procedures as well as setting out strategic objectives in accordance with CANAR, Inc.'s vision and purpose;
2. Hire and oversee the performance of the CANAR, Inc. Executive Director. When there is not a CANAR, Inc. Executive Director, the President will act as the Executive Director until such position is filled;
3. Approve the annual budget and ensure the availability of adequate financial resources.
4. Ensure that audits are being performed according to the State of Louisiana Statute and at least by the following requirements:
  - i. An annual independent audit if CANAR, Inc. receives \$500,000 or more in revenues in any one fiscal year;
  - ii. A financial review if annual revenues is \$200,000 or more but less than \$500,000;
  - iii. A compilation if annual revenues is \$50,000 or more but less than \$200,000.
5. Provide reports to the General membership of CANAR, Inc.'s performance and finances. Reports will be provided at the Annual and Mid-year conferences.
6. Enter into Agreements, Contracts and other legal documents with the President having signatory authority once the document is approved by the simple majority vote of the Executive Committee;
7. When entering into a financial agreement, contract or legal document of more than \$100,000 (excluding conferences), the agreement, contract or legal document will be presented to the CANAR, Inc. General membership for approval.
8. Create the agenda for the Executive Committee meetings;
9. Maintain and monitor the CANAR, Inc. records (organizational and financial) and property;
10. Create special committees and assign the function of these committees;
11. Make arrangements for meetings of CANAR, Inc. including the development of agenda for such meetings.

### **Policy and Advocacy Committee**

The Policy and Advocacy Committee shall:

1. Work on legislative issues at the state, federal and national level and assist tribes on legislative tribal issues;
2. Develop position papers on CANAR, INC. and American Indians and Alaska Natives with disabilities issues;
3. Keep abreast of legislative issues, federal and state regulations and changes;
4. Provide recommendations, and draft language on various legislation when necessary, and develop resolutions for support and/or assistance from the various organizations, such as National Indian Education Association (NIEA), National Congress of American Indians (NCAI), National Rehabilitation Association (NRA), Council of State Administrators of Vocational Rehabilitation (CSAVR), etc.

### **Professional Standards and Research Committee**

The Professional Standards and Research Committee shall:

1. This committee shall be chaired by a CANAR, Inc. member as well as a CANAR, Inc. research partner.
2. Exercise leadership for CANAR, INC. in the development of goals and standards to assure high quality American Indian Vocational Rehabilitation Services;
3. Identify research needs, develop research ideas, follow ethical guidelines and respect cultural beliefs and practices, and ensure that all research processes are followed such as Institutional Research Boards (IRB) to ensure the integrity of the research and protection of the research subjects;
4. Submitting grants, and recommending research projects to appropriate governmental and volunteer agencies.

### **Leadership Committee**

The Leadership Committee shall:

1. Conduct and support activities that would identify training needs and resources related to American Indian Vocational Rehabilitation Programs;
2. Develop procedures for coordinating needs with resources;
3. Identify and implement strategies for developing leaders.

### **Bylaws Committee**

The Bylaws Committee shall:

1. Be chaired by the CANAR, Inc. Sargent at Arms.
2. Review annually and revise as necessary, approved Bylaws.
3. Research areas of issue and concern that have been brought forth by the General membership and/or Executive Committee.
4. Ensure that changes/revisions support the needs and integrity of the CANAR, Inc. Organization.
5. Prepare revised Bylaws for presentation and approval to the General Membership.
6. Review and recommend policies that support the Bylaws.

### **Conferences/Special Events Committee**

The Conferences/Special Events Committee shall:

1. Identify and develop conferences and special events that meet the current professional learning needs of the AIVRS projects.
2. Create an annual calendar specifying dates, locations and content of professional learning events, including bi-annual conferences, workshops, webinars and communities of practice teleconferences as approved by the Executive Committee. All CANAR, Inc. conferences and special events will be advertised on the CANAR, Inc. website.

3. Receive CANAR, Inc. Executive Committee approval for all conference and special event agendas.
4. Administer the planning and implementation of all conferences and special events.
5. Remain within the approved budget for the conferences/special events as well as all contracted terms and limits.
6. Contract, as resources allow, a conference/special event planner to facilitate events.

**Section 4: New Standing/Special Committees**

1. The development of new standing and special committees will be created on an as needed basis by the Executive committee.
2. The duration of a new standing and/or special committee will be decided by the Executive committee.

**Section 5: Committee Terms**

1. All Standing Committee members shall serve for a term of two years that will coincide with the staggered election of officers.
2. Leadership committee, bylaws committee and conferences/special events committee will serve during the same term as the President, Treasurer, Membership Coordinator and Sargent at Arms.
3. Policy and advocacy committee and professional standards and research committee will serve during the same term as the Vice-President, Secretary and Member at Large.
4. Establishment of Standing Committees will occur at the annual meeting that includes the staggered election of officers.

**Section 6: Committee Chairs will:**

1. Be appointed by the Executive Committee;
2. Preside at their committee meetings;
3. Establish a monthly meeting schedule that works best for committee members;
4. Represent their committee on the Executive Committee;
5. Provide leadership for the creation and implementation of the committee's work plan; and
6. Report progress at the Executive Committee meetings and the Membership meetings.

**ARTICLE IX - Compensation**

**Section 1:** The Executive Committee members of CANAR, Inc. shall serve on a voluntary basis and shall not receive compensation for their services as members except as allowed in Article IX, Section 2 below.

**Section 2:** CANAR, Inc. may use its resources to reimburse members of the CANAR, Inc. Executive Committee for reasonable and necessary expenses of attending CANAR,

Inc. Executive Committee meetings and performing CANAR, Inc. duties. CANAR, Inc. shall set forth a written policy, which will govern the expenditures of funds to CANAR, Inc. Executive Committee members.

**Section 3:** Administrative employees may be hired based on the needs of CANAR, Inc. within the administration. CANAR, Inc. shall provide compensation for employees hired to fulfill the administrative position of Executive Director. Any positions deemed necessary by the Executive Director must be approved by the CANAR, Inc. Executive Committee prior to hiring. The compensation shall be determined by the Executive Board members through negotiation between the prospective employees and the Executive Board. Temporary replacements may be adopted by the Executive board until negotiations are arranged.

## **Article X: Conflict of Interest**

### **Section 1: Disclosure of Interests**

Any CANAR, Inc. Executive Committee member having financial or other personal interest in a transaction, contract or other matter presented to the CANAR, Inc. Executive Committee for authorization, approval, or ratification shall provide prompt, full and frank disclosure of such interest to the Committee prior to its acting on such contract or transaction.

### **Section 2: Evaluation of Conflict of Interest Matters**

The CANAR, Inc. Executive Committee shall determine, by a majority vote, whether a conflict of interest exists or can reasonably be construed to exist, which would affect the Committee member's ability to make an unbiased decision in the best interest of CANAR, Inc.

### **Section 3: Appropriate Action when a Conflict of Interest is Determined to be Present**

If a conflict of interest is deemed to exist, such person shall not vote on, or use his/her personal influence on, or be present for or participate in (other than to present information or respond to questions) discussions or deliberations with respect to such contract or transaction. Such person may be counted in determining the existence of a quorum at any meeting where the contract or transaction is being voted upon.

### **Section 4: Record in Minutes**

The minutes of the meeting shall reflect the disclosure made of any conflict or potential conflict of interest, the vote thereon, and, where applicable, the abstention from voting, presence, and participation and whether a quorum was present.

### **Section 5: Forms**

1. Conflict of Interest form: Every CANAR, Inc. Executive Committee member will sign a "conflict of interest" form when they are elected, re-elected or appointed onto the Committee. This form will be reviewed and edited as needed annually.
2. Annual Disclosure Form: Every CANAR, Inc. Executive Committee member



will sign an “Annual Disclosure” form when they are elected, re-elected or appointed onto the Committee. This form will be completed and submitted annually to the CANAR, Inc. Sargent at Arms.

## **ARTICLE XI: Amendments**

**Section 1:** Amendments to the CANAR, Inc. Bylaws can be proposed by any member in good standing at any regular meeting. Proposed amendments shall be referred to the Bylaws Committee for study and research. Proposed amendments must be in writing and include:

1. The current bylaw to be amended;
2. The proposed amendment, why and an explanation of how the change benefits the membership at large); and
3. How the bylaw would read if the amendment is adopted.

The Bylaws committee shall meet and provide a summary of recommendations to the Executive Committee. During the following 90-day period, the Executive Committee shall meet and give a summary of its recommendations to the general membership. A vote by the members at the next meeting shall be held in accordance with article IV, Section 3 and 12.

**Section 2:** Amendments to the bylaws may be proposed by the Executive Committee and adopted by vote of the members of CANAR, Inc. at a biannual meeting. The proposed amendments shall be presented to the members in writing at least 30 days before the voting date.

**Section 3:** Primary and secondary amendments to the proposed bylaw amendment cannot exceed the scope of the original proposed amendment. If the proposed amendment is adopted, it cannot be reconsidered or changed without initiating a new amendment process to include previously described written notification to all voting members of CANAR, Inc.

## **ARTICLE XII: Dissolutions**

**Section 1:** All physical property and financial records are on file and maintained by the organization at the principle office of CANAR, Inc. located at the United Houma Nation, 440 Monarch Drive, Houma, LA 70364.

**Section 2:** The assets of CANAR, Inc. shall be used only for the purposes as are herein prescribed.

**Section 3:** No income of CANAR, Inc. shall be transferred to any individual.

**Section 4:** If CANAR, Inc. should ever be dissolved, its remaining assets, after all debts are paid, shall be used only for the purpose of scholarships awarded to American Indian and Alaska Native students seeking a higher education degree in Vocational Rehabilitation, under the oversight of an organization designated by the Executive Board.

## **ARTICLE XIII – Document Retention**

**PURPOSE** - The purposes of this document retention policy are for the Consortia of Administrators of Native American Rehabilitation, Inc. (hereinafter CANAR) to enhance compliance with the Sarbanes-Oxley Act and to promote the proper treatment of corporate records of the CANAR.

### **POLICY**

#### **Section 1. General Guidelines.**

Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, the CANAR may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

#### **Section 2. Exception for Litigation Relevant Documents.**

The CANAR expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the CANAR informs you, that CANAR records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

#### **Section 3. Minimum Retention Periods for Specific Categories.**

- (a) **CANAR Documents.** CANAR records include the CANAR's articles of incorporation, by-laws and IRS Form 1023, Application for Exemption. CANAR records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.
- (b) **Tax Records.** Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the CANAR's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.
- (c) **Employment Records/Personnel Records.** State and federal statutes require the CANAR to keep certain recruitment, employment and personnel information. The CANAR should also keep personnel files that reflect performance reviews and any complaints brought against the CANAR or individual employees under applicable state and federal statutes. The CANAR should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement

and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

- (d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the CANAR's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the CANAR.
- (e) Press Releases/Public Filings. The CANAR should retain permanent copies of all press releases and publicly filed documents under the theory that the CANAR should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the CANAR.
- (f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.
- (g) Marketing and Sales Documents. The CANAR should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years.

An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

- (h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the CANAR and are protected as a trade secret where the CANAR:

- (i) derives independent economic value from the secrecy of the information; and
- (ii) has taken affirmative steps to keep the information confidential.

The CANAR should keep all documents designated as containing trade secret information for at least the life of the trade secret.

- (i) Contracts. Final, execution copies of all contracts entered into by the CANAR should be retained. The CANAR should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.
- (j) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.
- (k) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.
- (l) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.
- (m) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

Section 4. Electronic Mail. E-mail that needs to be saved should be either:

- (a) printed in hard copy and kept in the appropriate file; or
- (b) downloaded to a computer file and kept electronically or on disk as a separate file.

The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

