

**BY-LAWS OF  
TEXAS MEDIATION TRAINERS ROUNDTABLE**  
Revised 11-22-05

***A TEXAS UNINCORPORATED NON-PROFIT ASSOCIATION***

**ARTICLE 1  
REGISTERED OFFICE AND REGISTERED AGENT**

1.01 The Texas Mediation Trainers Roundtable shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such office, as required by the Texas Uniform Unincorporated Non-Profit Association Act. The registered office shall be located in the Woodlands, Texas and the registered agent is James W. Gibson and the address of the registered office may be changed from time to time by the Council of Directors.

**ARTICLE 2  
MEMBERS**

**Council Member**

2.01 The Texas Mediation Trainers Roundtable shall have members as defined under the Texas Uniform Unincorporated Non-Profit Association Act, to wit: a member is defined as a person, who under the rules or practices of the association may participate in the selection of persons authorized to manage the affairs of the association or in the development of policy of the association, and who (1) is an experienced trainer, (2) has served as a mediator for 20 sessions or 100 hours, (3) endorses the Texas Mediation Trainers Roundtable standards, (4) belongs to at least one other professional mediation organization, and (5) pays annual dues.

Member

2.02 The Texas Mediation Trainers Roundtable shall have members as defined under the Texas Uniform Unincorporated Non-Profit Association Act, to wit: a member is defined as a person, who (1) has an interest in training (2) endorses the Texas Mediation Trainers Roundtable standards for training, and (3) pays annual dues.

**ARTICLE 3  
COUNCIL OF DIRECTORS**

General Powers

3.01 The affairs of the Texas Mediation Trainers Roundtable shall be managed by its Council of Directors, sometimes hereinafter referred to as the "Council" or the "Council of Directors".

Qualification, Number, and Tenure

3.02 A Council Director shall meet the requirements of a member stated in Article 2.01 and commit to attend council meetings. The Council of Directors shall consist of Council Members; however, the Council of Directors shall be diverse in regard to (1) geographic region, (2) types of mediation training, (3) profession of origin, (4) training organization represented, (5) ethnic background, and (6) gender classification. Director terms for the first fiscal year shall be staggered in accordance with the following schedule. Five directors serve three years, five serve two years and five serve one year. Thereafter directors will serve for a term of three years. To the extent possible, the addition of a Director shall not result in a disproportionate number of Directorships becoming vacant at the same time.

#### Regular Meetings

3.03 A regular meeting of the Council of Directors shall be held within ninety days after the beginning of each fiscal year, the time and place to be determined by resolution of the Council of Directors. The Council of Directors may also provide by resolution the time and place, within the State of Texas, for the holding of additional regular meetings of the Council without other notice than such resolution.

#### Special Meetings

3.04 Special meetings of the Council of Directors may be called by or at the request of the convener or co-convener. The person or person authorized to call a special meeting of the Council may pick any place within the State of Texas, as the place for holding any special meeting of the Council called by them.

#### Notice

3.05 Notice of any special meeting of the Council of Directors shall be given at least ten (10) days previously there to by written notice delivered personally or sent by mail, telegram, FAX, or e-mail to each Director at his or her address shown by the records of the association secretary. If mailed, such notice shall be deemed to be delivered when deposited into the United States mail so addressed with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither other business to be transacted, nor the purpose of any regular or special meeting of the association need be specified in the notice or wavier of notice of such meeting, unless specifically required by law or by these By-Laws.

#### Quorum

3.06 Twelve (12) Council Members shall constitute a quorum for the transaction of business at any meeting of the association; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### Manner of Acting

3.07 The Council of Directors will genuinely seek to reach a consensus of the directors in office when taking actions on behalf of the association. However, if a consensus cannot be reached, then an act of the association shall require an affirmative vote or a majority of the quorum of directors present, in person or by proxy, at a meeting held in accordance with the provisions of the By-Laws of the association, and as otherwise required by law. A majority of the members of the directors in office, present in person or in proxy, shall constitute a quorum. Further, an act of the association amending altering or repealing the By-Laws shall require a 2/3 majority vote of directors in office, present in person or proxy, at a meeting held in accordance with the By-Laws of the Association, and as otherwise required by law.

#### Vacancies & Election

3.08 Any vacancy in any directorship shall be filled by a vote of the remaining Council of Directors. The Council of Directors shall act at or prior to the annual meeting to fill any directorship which is then vacant or for which the term has expired.

#### Compensation

3.09 Council directors, as such, shall not receive any stated salaries for their services, but by resolution of the Council of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of Council; but nothing herein contained shall be construed to preclude any director from serving the association in any other capacity and receiving compensation therefore if approved under Article 6.05 of the By-Laws.

#### Action Without A Meeting

3.10 As stated in Articles of the Association, any action required by the Texas Uniform Non-Profit Association Act to be taken at a meeting of the Council of Directors of the Texas Mediation Trainers Roundtable, or any action that may be taken at a meeting of the Texas Mediation Trainers Roundtable or of any committee of the Texas Mediation Trainers Roundtable may be taken without the meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors are present and voted.

#### Proxy

3.11 A director may vote in person or by proxy executed in writing by the director and delivered prior to the vote to the secretary or other officer of the association if the secretary is not present. No proxy shall be voted after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

#### Removing Council Directors

3.12 The Council of Directors may vote to remove a director at any time only for good cause. Good cause for removal of a director includes the unexcused failure to attend three (3) consecutive council meetings. A director may be removed by the affirmative vote of a majority of the directors present at the meeting.

## **ARTICLE 4 OFFICERS**

### Officers

4.01 The officers of the Texas Mediation Trainers Roundtable shall be one or more Conveners, one or more Vice Chairs (the number thereof to be determined by the Council of Directors), a Secretary, a Treasurer, and such other offices as may be elected in accordance with the provisions of this Article. The Council of Directors may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Council of Directors. Any two or more offices may be held by the same person, except the offices of convener and Secretary or Treasurer.

### Election and Term of Office

4.02 The officers of the association shall be elected as required by the member at the regular annual meetings of the association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the association. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

### Removal

4.03 Any officer elected or appointed by the Council of Directors may be removed as an officer by the Council of Directors whenever in its judgment the best interest of the association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

### Vacancies

4.04 A vacancy in any position of any officer because of death, resignation, disqualification, or otherwise, may be filled by the remaining Council of Directors for the unexpired portion of the term.

### Convener/Co-Convener

4.05 The Convener/Co-Convener shall be the principal executive officer(s) of the Texas Mediation Trainers Roundtable and shall be in general supervise and control all business and affairs of the association. He or she shall preside at all meetings of the Council of Directors. She or he may sign, with the Secretary or any other proper officer of the association authorized by the Council of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Council of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Council of Directors or by these By-Laws or by statute to some other officer or agent of the association; and in general he or she shall perform all the duties incident to the office of convener and such other duties as may be prescribed by the Council of Directors from time to time.

## Treasurer

4.06 If required by the Council of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Council of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the association; receive and give receipts for monies due and payable to the association for any source whatsoever, and deposit all such monies in the name of the association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 6 of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the convener or by the Council of Directors.

## Secretary

4.07 The Secretary shall keep the minutes of the meetings of the Council of Directors in one or more books provided for that purpose; give all notice in accordance with the provisions of these By-Laws or as requires by law; be custodian of the association records; and in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the convener or by the Council of Directors.

## **ARTICLE 5 COMMITTEES**

### Other Committees

5.01 Committees may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the convener(s) of the association. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the association shall be served by such removal.

### Term of Office

5.02 Each member of a committee shall continue as such until the next annual meeting of the association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof

### Chair

5.03 One member of each committee shall be appointed chair by the person or persons authorized to appoint members thereof.

### Vacancies

5.04 Vacancies in the membership in any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

## Quorum

5.05 Unless otherwise, a majority of the whole committee shall constitute a quorum but the act of a majority of all the members appointed to the committee shall always be required to constitute the act of the committee.

## **ARTICLE 6 TRANSACTIONS OF TEXAS MEDIATION TRAINERS ROUNDTABLE**

### Contracts

6.01 The Council of Directors may authorize any officer or officers, of the association, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association. Such authority may be general or confined to specific instances.

### Checks and Drafts

6.02 All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the association shall be signed by such officer or officers, and in such manners as shall from time to time be determined by resolution of the Council of Directors. In the absence of such determination by the Council of Directors, such instruments shall be signed by the Treasurer.

### Deposits

6.03 All funds of the association shall be deposited from time to time to the credit of the Texas Mediation Trainers Roundtable in such banks, trust companies, or other depositories as the Council of Directors may select.

### Gifts

6.04 The Council of Directors may accept gifts on behalf of the association any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the association.

### Potential Conflicts of Interest

6.05 The association may not transact business with a member, director or officers, without full disclosure of all relevant facts and without the Council of Director's voted and recorded approval, not including the vote of any director having a personal interest in the transaction.

### Prohibited Acts

6.06 As long as the Texas Mediation Trainers Roundtable exists, and except with the Council's prior approval, no director, officer, or member of the association may:

- a. Do any act in violation of these By-Laws or a binding obligation of the Texas Mediation Trainers Roundtable

- b. Do any act with the intention of harming the Texas Mediation Trainers Roundtable or any of its operations.
- c. Do any act that would make it impossible or unnecessarily difficult to carry on the association intended or ordinary business.
- d. Receive any improper personal benefit from the operation of the association.
- e. Use the Texas Mediation Trainers Roundtable assets, directly or indirectly, for any purpose other than carrying on the Texas Mediation Trainers Roundtable business.
- f. Wrongfully transfer or dispose of the Texas Mediation Trainers Roundtable property, including intangible property such as good will.
- g. Act in the name of Texas Mediation Trainers Roundtable, except in behalf of the Texas Mediation Trainers Roundtable in the ordinary course of its business
- h. Disclose any confidential business of the Texas Mediation Trainers Roundtable to any person not authorized to receive it.

## **ARTICLE 7 BOOKS AND RECORDS**

7.01 The association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Council of Directors, and committees. Any director, officer, or member of the Texas Mediation Trainers Roundtable may inspect and receive copies of all the Texas Mediation Trainers Roundtable books and records required to be kept under law, and the association may charge a reasonable fee for the making and/or delivering of such copies.

## **ARTICLE 8 FISCAL YEAR**

8.01 The fiscal year of the Texas Mediation Trainers Roundtable shall begin on the first day of January and end on the last day of December in each year.

## **ARTICLE 9 WAIVER OF NOTICE**

9.01 Whenever any notice is required to be given under the provisions of the Texas Unincorporated Non-Profit Act or under the provisions of or the By-Laws of the Texas Mediation Trainers Roundtable, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE 10 RESTRICTION ON ACTIVITIES**

10.01 Notwithstanding any other provision of these By-Laws, the Texas Mediation Trainers Roundtable shall not carry on any activity not permitted to be carried on by a Texas Unincorporated Non-Profit Association exempt from Federal Income Tax under Section 501(c) (3) or (c) (6) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

**ARTICLE 11  
AMENDMENTS TO BY-LAWS**

11.01 These By-Laws may be altered, amended, or repealed and new By-Laws must be adopted by a 2/3 majority of Council Directors in office, present or by proxy at a meeting held in accordance with the By-Laws of the Texas Mediation Trainers Roundtable and as otherwise required by law. Any regular or special meeting where By-Laws are to be altered, amended, repealed or where new By-Laws are to be adopted shall require at least fourteen (14) days advanced, written notice to the members of the association stating the intention to alter, amend, or repeal By-Laws or to adopt new By-Laws. No changes to By-Laws shall authorize the directors to conduct the affairs of the association in any manner or for any purpose contrary to the provisions of Section 501(c) (3) or (c) (6) of the Internal Revenue Code of 1954 as now in force or afterwards amended.

I HEREBY CERTIFY that the forgoing is a true, complete and correct copy of the By-Laws of the Texas Mediation Trainers Roundtable, a Texas Unincorporated Non-Profit Association, as in effect on the date hereof.

Amended - October 25, 2004

Revised – minor word changes November 22, 2005

Spelling Correction – title of Article 6 - September 8, 2008