

***Bylaws***  
Meramec Hills Chapter  
Missouri Master Naturalist Program

**ARTICLE I**

Chapter Relation to State Program/Organization

- A. Parent Organization. The parent organization is the Missouri Master Naturalist Program™ or “State Program”.
- B. State Program Sponsors. Sponsors for the statewide Missouri Master Naturalist program are the Missouri Department of Conservation and University of Missouri Extension. Sponsors in the Missouri Master Naturalist program are those agencies taking responsibility for the state program and local chapters.
- C. State Program Coordinators. The program is directed at the state level by two Program Coordinators who are employed by the sponsoring organizations, the Missouri Department of Conservation and MU Extension, through the School of Natural Resources (the academic home for this MU Extension “named” program) at the University of Missouri.
- D. Commitment to Missouri Master Naturalist State Program Requirements. In return for the general supervision, guidance, supplies, resources, and cooperative helpfulness afforded by the statewide Missouri Master Naturalist program, a Chapter of the Master Naturalist program agrees to comply with all requirements, guidelines, and standards and to produce and submit an annual report conforming to the standards set forth by state program coordinators.
- E. Revocation Compliance. In the event this chapter ceases to follow Master Naturalist state program guidelines the chapter agrees to abide by revocation of the chapter’s charter along with the right to use the Missouri Master Naturalist name, title and trademarks.

**ARTICLE II**

Chapter Partners, Volunteer Outlets and Donors

- A. Partners. Partners for the Chapter are local providers of resources in exchange for volunteer service. Partners and the resources provided for a Chapter of the Missouri Master Naturalist program are outlined in the Chapter’s Annual Report to the State Program Office. Partners for the local chapter may change on a regular basis depending on the project needs of the community and the resource needs of the chapter. Organizations become Partners through Executive Board vote.

- B. Volunteer Outlets. Volunteer Outlets for the Meramec Hills Chapter of the Missouri Master Naturalist program are locations or entities that provide recurring approved volunteer opportunities.
- C. Donors. Donors of a Chapter of the Missouri Master Naturalist program are those businesses, organizations or persons giving, donating or presenting money or supplies for chapter activities for no return compensation from the chapter. Donors and their donations are reported through the Chapter's annual report to the State Program.

### **ARTICLE III**

#### Purpose

- A. Overall Purpose. A Chapter is not organized for profit, nor shall any of its net earnings inure in whole or in part to members, employees, or other individuals. In support of the Missouri Department of Conservation and Missouri University Extension, this Chapter shall be an educational, non-profit, volunteer organization dedicated to fulfilling the state program's mission to develop a corps of well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Missouri with objectives of the following:
  - 1. Natural Resource Service. To provide, promote and fulfill volunteer service while recognizing and utilizing sound natural resource management, enhancement and conservation practices in accordance with the partners' and program's mission.
  - 2. Public Understanding. To improve public understanding of natural resource ecology and management by developing a pool of local knowledge about natural resource ecology that can be used to enhance education efforts within local communities.
  - 3. Enhance Education and Outreach. To enhance existing natural resources education and outreach activities by providing natural resources training at the local level, thereby developing a supply of dedicated and informed volunteers.
  - 4. Volunteer Network. To develop a Missouri Master Naturalist volunteer network that can be self-sufficient.
- B. Advocacy Prohibition. No part of the activities of the Chapter shall be devoted to advocacy, lobbying, politically or privately promoting issues, agendas or businesses and personal endeavors, by propaganda or otherwise, using the Master Naturalist name or themselves as a Missouri Master Naturalist.

### **ARTICLE IV**

#### Membership

- A. Membership Requirements

1. Minimum Statewide Requirements. Membership in the Chapter shall be secured and maintained as established by the Missouri Master Naturalist state minimum requirements including adherence to the Standards of Conduct and Code of Ethics.
2. Non-discriminatory Membership. Equal opportunity is and shall be provided to all participants in Extension programs and activities without discrimination on the basis of their race, color, religion, sex, sexual orientation, national origin, age or disability. This policy shall not be interpreted in such a manner as to violate the legal rights of religious organizations or military organizations associated with the armed forces of the United States of America.
3. Voting Membership. Voting membership in the Chapter shall be extended to Missouri Master Naturalist Members and Certified Missouri Master Naturalists in good standing.

## B. Member Categories

1. Missouri Master Naturalist in Training. Volunteer participant of an official, initial training course from the first day of class to the end of the training period continuing until the member has completed the training course.
2. Membership
  - a. Missouri Master Naturalist Intern. Member who has completed the initial training, but has not yet certified.
  - b. Missouri Master Naturalist Member. Volunteer of an official class who has successfully completed the initial training requirement. This volunteer may have completed, or has yet to complete, their service or certification requirements for the given year.
  - c. Certified Missouri Master Naturalist. Volunteer of a completed class or previous Certified Missouri Master Naturalist who has completed the minimum requirements of certification including advanced training and volunteer service hours for the previous calendar year.
  - d. Inactive Member. Member who has completed no volunteer service hours for the prior 18 months.
  - e. Member in Good Standing. Any member who is not considered inactive.
3. Honorary Membership. An Honorary Missouri Master Naturalist is a person who has made a substantial contribution to the furtherance of the activities of the chapter. If the chapter chooses, Honorary Members shall be entitled to all of the privileges as a Missouri Master Naturalist Member of the Chapter. Honorary members shall be selected by the affirmative two-thirds vote of the membership present at a monthly Chapter meeting.

## C. Disciplinary Action or Termination

1. Voluntary Termination. A member who desires to voluntarily terminate membership in

the Master Naturalist program should communicate that decision in writing to a member of the Executive Board.

2. Disciplinary Action or Removal. Removal of a member from the membership roll or disciplinary action of a member shall follow the Master Naturalist™ Program Guidelines for the Disciplining and/or Removal of Members.

D. Membership Transfer. Transfer to or from the chapter should follow the Master Naturalist Program Guidelines section of Membership Transfer.

E. Multiple Chapter Membership. Membership in Multiple Chapters is not permitted.

## **ARTICLE V**

### Advisors, Officers and Other Board Members

#### A. Chapter Advisors

1. Homebase. Advisors are typically staff members of the Missouri Department of Conservation or Missouri University Extension.
2. Board Membership and Vacancies. Chapter Advisors are members of the Executive Board. When a vacancy arises in an advisor position the replacement is selected collaboratively between the representative agency and the state program coordinators.
3. Duties. Assists the Chapter in upholding the missions, goals, objectives, operational framework and activities of their respective agency/organization and the Master Naturalist statewide program.

B. Officers. The officers of the chapter shall be the President, Vice President, Secretary, and Treasurer.

C. Other Board Members. Additional members of the Executive Board will be the preceding President, Chairs and Co-chairs of standing committees, Newsletter editor, Webmaster, and two to four at-large members appointed by the President.

#### D. Election of Officers

1. Officers Elected. The only elected positions are those of the officers.
2. Election Process
  - a. Nomination. The Chairperson of the Nominating Committee shall be appointed by the President. The slate of officers will be submitted to the Executive Board at their fall quarterly meeting and to the membership at the monthly meeting prior to the biennial election of officers.

- b. Nominations from the Floor. Nominations for all positions will be accepted from the floor after the slate of candidates is presented, at the monthly meeting prior to the biennial election of officers.
  - c. Election. The election shall take place by secret ballot at the last general membership meeting before the end of each odd calendar year and winners determined by a simple majority.
  - d. Voice Vote. If only one candidate is nominated for an office, that candidate may be elected by voice vote.
  - e. Assumption of Office. The new Executive Board shall assume their duties at the start of the calendar year immediately following the election.
- E. Terms and Limits. All officers shall serve a term of 2 years and are eligible for re-election, excepting the President who may not serve two consecutive terms.
- F. Vacancies. Any vacancy occurring amongst the officers shall be filled by a majority vote of the remaining Executive Board members for the remaining unexpired term.
- G. Removal of Officers and Board Members
- 1. Attendance. Any officer or board members absent from three consecutive Executive Board meetings shall be subject to removal by a simple majority vote of the Executive Board.
  - 2. For Cause. Any officer or board member in serious malfeasance of their responsibilities or behavior inconsistent with the principles of the Missouri Master Naturalist Chapter may be removed from office by a two-thirds vote of the remaining Executive Board members.

## **ARTICLE VI**

### Executive Board

#### A. Composition, Rights and Responsibilities

- 1. Board Composition. The Executive Board shall include the officers, advisors and other board members as determined by the Chapter.
- 2. Authority. The Executive Board shall have the power to conduct the business of the chapter as defined in these bylaws or approved by the membership.
- 3. Authority Boundaries. All resolutions and actions that do not fall within the assigned duties of the Executive Board or are not assigned by these bylaws will be presented to, and voted upon by a quorum of the general membership at a duly called and convened general meeting.
- 4. Nomenclature. The term "Board" when used in these bylaws in relation to any power or

duty requiring collective action means "Executive Board."

5. Eligibility. All board members must be Missouri Master Naturalist members in good standing at the time of election.
6. Voting. All members of the board have full voting privileges. Resolutions or actions of the Executive Board shall be effective if passed by the majority vote (or two-thirds if applicable) of those Board members present at a duly called and convened meeting of the Executive Board, subject, however, to the quorum requirements listed in Article VII - "Meetings."
7. Compensation. Board members will receive no compensation for serving on the board other than expenses that are approved by the Board.

## **ARTICLE VII**

### Meetings

#### A. Executive Board Meetings

1. Frequency. The Executive Board may meet as often as required but shall meet at least quarterly.
2. Notification. The Chapter membership shall be notified of all Board meetings at least ten days prior to the meeting.
3. Open meeting. Attendance at the meeting shall be open to all Chapter members.
4. Closed Meeting. On a majority vote at the beginning of a meeting, the Board may close the portion(s) of that meeting relating to specific agenda item(s) and go into Executive session. Executive session may only be invoked for sensitive legal or personnel matters. Minutes of the Executive session will be recorded but not distributed to the general membership. Upon completion of the closed portion of the meeting, the Board must return to the open-meeting agenda.
5. Time and Location. Meetings shall be conducted at a time and location designated by the Executive Board.
6. Alternate Format. Meetings may be held by teleconference or other remote electronic means, so long as a quorum is present and the electronic media permits the democratic participation of all board members.

#### B. General Membership Meetings

1. Frequency. General Membership meetings or other chapter sponsored activities will be held monthly unless the regular meeting time conflicts with holidays. Special meetings

may be called at the discretion of the President.

2. Time and Location. Meetings shall be conducted at a time and location designated by the Executive Board.
3. Notification. Notification of each meeting shall be published in writing to all members at least ten days prior to the meeting.
4. Quorum. Those voting members present at each duly called and convened meeting shall constitute a quorum.
5. Governance. The acts of the majority of the voting members present at each duly called and convened meeting shall be the acts of the General Membership.

C. Biennial Meeting (Election of Officers)

1. Scheduling. The last general meeting of an odd year will be the biennial meeting.
2. Election of Officers. Elections will be held at the biennial meeting.
3. Quorum. Those voting members present at a duly called and convened biennial meeting shall constitute a quorum.

D. Special Meetings

1. Calling a Special Meeting. A special meeting may be called at the discretion of the Executive Board.
2. Notification. Special meetings shall be announced to members by phone, mail or e-mail at least two days before the meeting date.
3. Quorum. A quorum is 25% of the voting members.

E. Board Action without a Meeting

1. Rationale. In the event that board action is required before a meeting can be called or the matter does not warrant calling a special meeting, board action may be taken without a meeting.
2. Voting. Action may be taken by phone or e-mail by an affirmative vote of a simple majority of the voting members of the board. Such action must be reported to the entire board within one day of taking the action.

**ARTICLE VIII**

Compliance with Master Naturalist Code of Ethics and Standards of Conduct

- A. Compliance. All members of the chapter will adhere to the Code of Ethics and Standards of Conduct as established by the Missouri Master Naturalist program.
- B. Violation. Violation of either the Code of Ethics or the Standards of Conduct is a serious matter that reflects unfavorably on the entire Chapter. A formal process to investigate a charge of misconduct against anyone who is in training or certified, as well as disciplinary actions for those found in violation of the Code of Ethics or Standards of Conduct has been established by the Missouri Master Naturalist program and will be used to deal with these violations.

**ARTICLE IX**  
Financial Controls

- A. Fiscal Year. The fiscal year shall be from January 1 through December 31.
- B. Chapter Funds
  - 1. Location of Funds. Chapter monies will be held by the Missouri University Phelps County Extension office in a designated Meramec Hills Master Naturalist Chapter account and the Chapter Treasurer will hold petty cash to be used for nominal expenses.
  - 2. Expenditures. All disbursements of Chapter funds must be approved by the Chapter Executive Board. Refer to the Chapter Financial Policy.
- C. Accountability. The Chapter Treasurer will be responsible for providing income, expenditures, and account balances for Chapter and Executive Board meetings.
- D. Gifts and donations
  - 1. Authority. The Chapter is authorized to accept and receive contributions, donations, and grants from any and all sources.
  - 2. Endorsement. Acceptance of any grant or gift - restricted or unrestricted - does not imply any form of endorsement by the Chapter for the source, services, products, or policies. Nor does it imply any benefit - past, present, or future - to be granted by the Chapter. Acceptance of any contract will not imply any endorsement, benefit or product beyond the deliverable services and products expressly contained in the contract.
  - 3. Right of Refusal. It will be the general policy of the Chapter to accept contributions from any source. However, the Chapter retains the right to refuse any gift where, in the judgment of the Executive Board, the reputation or perceived image of the grantor may be deemed injurious to the Chapter.

**ARTICLE X**



### Indemnification, Immunity and Insurance

- A. Insurance. Liability insurance provides protection for the organization and for the individuals working on behalf of the organization for claims of bodily injury and/or property damage, which may arise from negligent acts, which might occur while working for the Master Naturalist program and MUE.
- a. Recognized volunteers working on behalf of the Master Naturalist program are protected by the University of Missouri's liability insurance. Recognized volunteers are those that have been notified of their approval as a recognized Missouri Master Naturalist volunteer and passed the background check process.
  - b. When recognized volunteers are working on behalf of the Master Naturalist Program, the University of Missouri provides liability insurance coverage. The University of Missouri Extension Center has more information on coverage and the requirements.
  - c. **University of Missouri Policy Relative to Volunteer Liability**: Excerpted from University Outreach and Extension Policy and Procedure Handbook, SECTION II - PERSONNEL page II-14

#### **Auto and General Liability Coverage**

The Curators of the University of Missouri, their officers, agents, employees and recognized volunteers are insured for automobile and general liability exposures. A self-insurance fund is maintained by the University to cover claims. There are no specific limits applicable to this coverage. Coverage is provided pursuant to the "policy on defense and protection of University employees and students" adopted by the Board of Curators, May 6, 1983 and amended May 3, 1985. This policy states: "An officer, faculty member, or other employee of the University of Missouri will be provided defense and protection against loss, damage or expense in connection with any claim or suit allegedly related to or rising out of the performance of duties or for employment with or by the Curators of the University of Missouri...." Interpretations of this policy of particular interest to MU Extension are as follows:

1. "Recognized volunteer" has been defined as a volunteer working on MU Extension sponsored programs and under the general supervision of a University employee.
  2. Regarding claims arising from the use of personal vehicles for official business, University coverage is excess to any other auto liability insurance maintained by the owner or operator of the vehicle.
  3. Any University of Missouri Extension staff member or recognized volunteer having the need for legal defense and liability protection should inform their immediate supervisor who will follow regular administrative lines in arranging for assistance. (*Revised 4-90*)
- d. Missouri Law Relative to Volunteer Liability: Excerpted from Revised Statutes of Missouri 1991:

**537.117 Officers or members of governing bodies of certain corporations, charities, organizations or clubs immune from personal liability for official acts, exceptions.--** Any officer or member of the

governing body of an entity which operates under the standards of section 501c of the Internal Revenue Code of 1986, who is not compensated for his services on a salary or prorated equivalent basis, shall be immune from personal liability for any civil damages arising from acts performed in his official capacity. The immunity shall extend only to such actions for which the person would not otherwise be wanton or willful conduct, or gross negligence. Nothing herein shall be construed to create or abolish immunity in favor of the entity itself. (*L. 1987 H.B. 7000 section 43*) *Effective 7-1-87*

**537.118 Volunteers, limited personal liability, certain organizations and government entities, exceptions. –**

1. As used in this section, the following terms mean:
    - a. **“Nonprofit organization,”** an entity that operates under the standards of section 501c of the Internal Revenue Code of 1986 as amended;
    - b. **“Prorated equivalent basis,”** any other basis for compensation except that used to compensate for expenses actually incurred; and
    - c. **“Volunteer,”** individual performing services for a nonprofit organization or governmental entity that is not compensated for his services on a salary or prorated equivalent basis. The term shall not include those covered by section 537.117.
  2. Any volunteer of a nonprofit organization or governmental entity shall be immune from personal liability for any act or omission resulting in damage or injury to any person intended to receive benefit from such volunteer’s service if:
    - a. The volunteer acted in good faith and within the scope of his official functions and duties with the organization or entity; and
    - b. The damage or injury was not caused by the intentional or malicious conduct or by the negligence of such volunteer.
  3. Nothing in this section shall be construed to create or abolish immunity in favor of a nonprofit organization or a governmental entity.
  4. The provisions of this section shall apply to all causes of action accruing after August 28, 1989. (*L. 1989 S.B. 208 sec. 1*)
- e. Letter of Insurance: Many facilities require a letter of insurance for use of their facilities. A letter of insurance can be obtained with the name, purpose and date of the event from:

Risk Management Office  
6 Clark Hall  
Columbia, MO 65211  
573-882-3735

**ARTICLE XI**  
Amendment of Bylaws

- A. Approval before Vote. In order to ensure consistency, continuity and adherence of statewide

guidelines, all proposed amendments to these bylaws must be approved by the chapter advisors and then the state coordinators of the Missouri Master Naturalist program before being submitted to the Chapter's general membership for a vote.

- B. Notification. Notice of all proposed amendments to the bylaws with the date, time and place of consideration shall be presented in writing to members at least 30 days prior to consideration by the membership.
- C. Membership Vote. These bylaws may be amended by a two-thirds vote of members constituting a quorum after the proposed amendment has been approved by the chapter's advisors and the state coordinators of the Missouri Master Naturalist program.

## **ARTICLE XII**

### Dissolution

- A. Dissolution Procedures. The chapter may be dissolved via either of the following procedures:
  - 1. By the Membership.
    - a. Prior to a vote on dissolution, the state coordinators of the Missouri Master Naturalist program must approve the proposed dissolution.
    - b. The proposal for dissolution must be presented at a regular or special meeting with 30 days announcement to the membership prior to the vote.
    - c. A vote of two-thirds of the certified members present at the regular or special meeting is required for dissolution.
    - d. A letter must be submitted to the state program coordinators stating the results of the vote and why the chapter chose to dissolve.
  - 2. By the State Program Coordinators. By notice from the State Program Coordinators.
- B. Distribution of Remaining Assets. Upon the dissolution of the Chapter, its net remaining assets shall be distributed to the state program coordinator to continue support and resources for the chapters and statewide program or to other nonprofit or charitable organizations involved in our Master Naturalist program activities as approved by the chapter's Advisors and the State Program Coordinators.