

# Chemical Dependency Training Consortium of the Northwest

## Resolution

A RESOLUTION relating to the creation of the association known as the Chemical Dependency Training Consortium of the Northwest.

WHEREAS, the signed members wish to create an association for the purpose of sharing each individual agency's perspective and expertise through cooperative training activities; and

WHEREAS, it is in the best interest of each agency and the community that a system of coordinated training be established; now therefore,

BE IT RESOLVED AS FOLLOWS:

### Article 1. NAME

There is hereby created an association to be known as the Chemical Dependency Training Consortium of the Northwest, also known as CDTC or "Consortium". Chemical Dependency Training Consortium of the Northwest (CDTC) is designated as a Washington State Non-Profit Corporation and therefore subject to the provisions of RCW 24.03.

### Article 2. PURPOSE

The purpose of the Chemical Dependency Training Consortium of the Northwest is to provide low-cost training for the staff, interns, and volunteers of member agencies and other advocates who have an interest in the well-being of persons impacted by alcohol or other drugs. All training provided must meet all standards of and be recognized for continuing-education credit by the National Association for Alcoholism and Drug Abuse Counselors (NAADAC), the Washington State Department of Health (DOH) and the Addiction Counselor Certification Board of Oregon (ACCBO).

The Chemical Dependency Training Consortium of the Northwest shall not attempt to influence legislation, and it shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. It may, as circumstances merit, take public positions that defend the interests of its members. Notwithstanding any other provision of the Articles of Incorporation and these Bylaws, the Association shall not carry on any other activities which are proscribed for organizations exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future Internal Revenue Code) or which are proscribed for organizations to which contributions are deductible under 170 (c) (2) of the Internal Revenue Code (or the corresponding provision of any future Internal Revenue Code).

### Article 3. MEMBERSHIP

Membership is open only to agencies that do one of the following: provide direct treatment to chemically-impacted clients or families, supervise chemically-impacted offenders, or provide mental health services, public education or other government services. Membership is not granted to an individual.

- a. Membership Approval
  - 1. The Executive Board will seek out Member Agencies, providing them with copies of membership documents.
  - 2. Prospective agencies may also make contact with the Operations Manager who will additionally provide Membership documents.
  - 3. The Membership applicant submits the following: A Membership Agreement to the Consortium, and an Annual Fee Agreement of \$500 per year. The membership application is then reviewed by the Executive Board.
  - 4. The Executive Board approves the applicant. The Operations Manager coordinates with the new Member Agency.
  
- b. Membership Responsibility
  - 1. Membership is dependent on fulfilling responsibility of providing one training when requested, but not more frequently than once per year, that meets the certification criteria prescribed by the National Association for Alcoholism and Drug Abuse Counselors (NAADAC), be recognized by that body for continuing education credit and accepted as continuing education for the Washington State Department of Health (DOH) and the Addiction Counselor Certification Board of Oregon (ACCBO), and is of six-hour duration. The member agency presenting the training shall bear costs associated with providing the training, including handout copies.
    - a. One agency with less than six staff can join with any other member organization which also has a staff of less than six, for the purpose of providing a joint training.
    - b. An agency may use their own staff or hire a trainer.
    - c. Any new member agency is required to provide their training within the first 6 months of membership.
  - 2. Each member agency is expected to have a representative attend the Annual membership meeting held the second Friday of April.
  
- c. Privileges of Membership

Each Member Agency, while in good standing, shall be entitled to:

  - 1. Send employees, interns and volunteers of their agency to CDTC trainings at a reduced rate to the agency;
  - 2. Allow their employees, interns and volunteers to attend CDTC trainings at their own discretion and personally pay a reduced rate;
  - 3. Propose initiatives to be acted on by the Consortium
  - 4. Vote on each matter submitted to a general vote of the Membership;
  - 5. Appoint candidates for the Executive Board;
  - 6. Participate in the yearly Annual Meeting; and
  - 7. Placement of a link to such Member's Agency on the Consortium Web site;
  
- d. Termination of Membership.

The Executive Board may suspend or terminate the membership of any Member Agency who is unable to maintain compliance with membership responsibilities.
  
- e. Resignation or Withdrawal.

Any Member Agency may withdraw upon thirty (30) days' prior written notice to the Consortium. The withdrawal shall be effective on the last day of the month in which the notice of period expires. Said agency would be ineligible to rejoin for a period of one year.

#### Article 4. Executive Board

##### a. Composition

The officers of the Consortium Executive Board shall be the President, President-elect, Past president, Secretary, Sergeant at Arms, Student Representative, and 5 members-at-large. Officers of the Executive Board do not receive compensation for their participation. The Executive Board will additionally consist of one paid position of Operations Manager (see Article 5).

Except for the positions of the Sergeant at Arms, Student Representative and Past President, the officers of the Consortium must be an employee, an intern or volunteer of a Member Agency for the duration of their elected term.

##### b. Terms of Office

1. President – one year
2. President Elect – one year
3. Past President – one year
4. Student Representative – one year
5. Secretary – two years
6. Sergeant at Arms – open ended/non-voting
7. Member-at-Large – two years
8. Operations Manager – open ended (see Article 5)

##### c. Absences

1. The president-elect shall perform the duties of the office of the president whenever the president is unable to do so.
2. In the absence of the president and president-elect, the Sergeant at Arms shall chair the meeting.
3. Two unexcused absences by any member of the board from any Executive Board meeting may constitute sufficient reason for removal.
4. Officers are expected to attend the Annual Meeting.

##### d. Vacancies

If a position on the Executive Board becomes vacant between the yearly annual meetings, the Board may take any action they deem necessary to cover the vacancy until the next regularly scheduled election of officers.

##### e. Terminations

The Sergeant at Arms will address absences and put forth need for removal.

Removal of the Sergeant at Arms will be at the discretion of the Executive Branch of the Executive Board.

##### f. Voting

Each voting member of the Executive Board shall have one vote in Executive Board meetings. Decisions will be made by a simple majority vote of the Executive Board meetings.

##### g. Elections

1. The officers of the Consortium, except for past president and president elect, shall be elected by the Membership at the annual meeting.
2. The Operations Manager will inform the Member Agencies of Executive Board position availability prior to the annual meeting.
3. Member Agencies with persons interested in available positions will notify the Operations Manager and plan on having said person attend annual meeting.
4. During the Annual Meeting election ballots will be distributed and elections for positions will take place.

5. The previous president-elect shall assume the office of president immediately following the certification of the election.

h. Duties of Executive Board Members

1. General Duties

- a) The business operation of the Consortium shall be delegated to the Executive Board, including but not limited to:
  - i. Exercising legal and fiduciary responsibility,
  - ii. Exercising oversight,
  - iii. Maintaining financial resources, and
  - iv. Providing representation of participants and viewpoints.
- b) The Executive Board may enact Policies and Procedures to ensure the continuation of Consortium business.
- c) The board shall make recommendations for Member Agencies to consider and shall implement the decisions made during the Annual Meeting. All business so transacted shall be reported to the full Consortium at the yearly Annual meeting.
- d) The Executive Board retains the authority to conduct business on behalf of the Consortium in emergencies and assumes full responsibility for outcomes.
- e) All Executive Board members shall offer advice and expertise in the conduct of Consortium business and participate in the resolution of problems.
- f) An Annual Report of business activity will be presented at the Annual Meeting.

2. Position Specific Duties

- a) The President of the Consortium shall preside as chairperson of all general meetings of the Executive Board and Consortium. He/She shall maintain permanent record of all correspondence during his/her tenure. The president shall act as the official voice of the organization. The president serves a one-year term followed automatically by a one-year term as past president.
- b) The President-elect shall attend all meetings of the Executive Board and Consortium, chairing these in the president's absence. He/She shall perform all membership and new-member hospitality functions. The president-elect serves a one-year term followed automatically by a one-year term as President.
- c) The Past-President shall attend all meetings of the Executive Board and Consortium. He/She shall assist with orientation of new Board members and ensure that the bylaws and procedures of the Consortium are followed.
- d) The Secretary shall attend all meetings of the Executive Board and Consortium. He/She shall keep accurate records of all Consortium meetings. The secretary shall type the minutes following established format and supplying to Operations Manager within 10 days after meetings.
- e) The Sergeant at Arms position shall attend all meetings of the Executive Board and Consortium. He/She shall:
  1. See to it that all activities taken by the board are in accordance with the bylaws of the Consortium.
  2. Be responsible for conveying the expectations of board member roles and duties.
  3. Ensure order during meetings, calling opening and closing of meetings.
  4. Supervise elections and see they are carried out as set forth in the bylaws in a fair and just manner.

- 5. Oversee the removal of Board Members and Agency suspension/termination procedures.
  - 6. Collect Agency Membership fees as needed.
  - f) The Member-at-Large positions shall attend all meetings of the Executive Board and Consortium. They shall assist the officers of the Executive Board in conducting the business of the Consortium.
  - g) The Student Representative shall attend all meetings of the Executive Board and Consortium. He/She shall alert the Consortium of student issues and provide a student's perspective, as well as means of involving students in Consortium activities.
  - h) See Section 5 for duties specific to the Operations Manager.
- i. Executive Board Meetings
- 1. The Executive Board meeting is open to all the general membership.
  - 2. The Executive Board will meet once per month during the third week of the month based on an agreed time by a majority of the board.
  - 3. All Executive Meetings will take place in Vancouver, WA per the provisions of RCW 24.03.
  - 4. A quorum is the number of members who must per present to legally transact business. A minimum of six members shall constitute a quorum for the Executive Board.
- j. Signatures
- 1. All official documents of the Consortium shall be signed by the appropriate officers.
  - 2. The Consortium business checking account requires the signatures of at least two of the following:
    - Operations Manager
    - President
    - Past President

Article 5. Operations Manager

- a. The Operations Manager shall be hired by a majority vote of the Executive Board. The employment of this person may be terminated by a majority vote of all Executive Board members.
- b. The rate of pay for this position will be reviewed and determined by the Executive Board.
- c. The Operations Manager is charged with the administration and operation of the Consortium business activities. The Operations Manager will be assigned responsibilities within the parameters of the Consortium mission, including but not limited to:
  - 1. Coordinating the monthly training events, Executive Board Meetings; and Annual Meeting;
  - 2. Maintain accurate, appropriate, and required business records;
  - 3. Ensure compliance with all regulatory establishments; and
  - 4. Continue the advancement of the Consortium as a leading low cost continuing education provider.

Article 6. Emeritus Participation

The purpose of an Emeritus designation is to acknowledge former Executive Board members who have served with distinction, made significant contributions, and engaged in major promotional activities of membership recruitment or remarkable event assistance while in service on the Executive Board. This member shall be eligible for nomination of the Emeritus position as determined by the discretion of the Executive

Board and that accept nomination and are approved by a majority vote of the Executive Board members present and voting at any duly called meeting at which a quorum is present.

- a. Limits: Only three Emeritus members may exist at any given time.
  - i. Emeritus members may seek Executive Board Member positions if volunteering or employed with a member agency and still retain their Emeritus designation yet it will be considered in Hiatus status.
  - ii. An Emeritus member may resign their designation at any time.
- b. Powers. Emeritus Board Members shall be advisory only and have voting rights at the discretion of the chair, absent a quorum of the board.
- c. Term. There shall be no terms and Emeritus Board Members may serve as long as they wish if compliant with participation.
- d. Attendance. Emeritus members are required to participate in at least 6 combined CDTC activities, comprised of either board meetings or trainings.
- e. Responsibilities. Emeritus Board Members may make themselves available to assist Board members with CDTC mission, promoting membership and encouraging training attendance.

#### Article 7. Annual Meeting

- a. Each member agency is expected to have a representative attend the Annual membership meeting held the second Friday of April.
- b. The purpose of the Annual Meeting is to review the accomplishments of the Consortium and ensure it is following the established mission.
- c. The election of the Executive Board positions occurs at the Annual Meeting.
- d. It is only at the Annual Meeting that the Bylaws of the Consortium may be amended.
- e. A Member Agency may have only one vote during the Annual Meeting on any decisions requiring voting.
- f. In the event there is important business that should not be delayed and a quorum (at least 60% of current CDTC members) cannot be established, the absent members shall be contacted and allowed to participate via electronic means, including, but not limited to telephone or email.

#### Article 8. Training Events

- a. On the second Friday of the month, with the exception of April, the Consortium will ensure that a continuing education event that meets the established criteria of NAADAC/DOH/ACCBO is provided for the community.
- b. Member Agencies of the Consortium are responsible for coordinating with the Consortium in providing these trainings.
- c. The Executive Board will establish and maintain a fair registration fee for these trainings.
  1. Employees, interns and volunteers of Member Agencies may attend these trainings at a reduced rate.
  2. Students enrolled in a higher education program may attend at a discounted rate with proof of enrollment.
  3. Community members who are not associated with a Member Agency or enrolled in a higher education program pay a higher registration fee.
- d. Executive Board members are responsible for attending these events to assist with promoting the Consortium, ensuring the training meets standards as set forth in Article 2 & 3b1, and meeting the needs of participants. Participating Board members do not pay a fee for attending as participation is a responsibility of their position.

#### Article 9. Funds

All funds and assets of the Chemical Dependency Training Consortium of the Northwest shall be applied toward or expended on training.

In the event of a voluntary dissolution, the net assets will be distributed evenly as follows:

- Lower Columbia College - Chemical Dependency Studies Program, PO Box 3010, Longview, WA 98632 (360) 442-2311
- Clark Community College – Addiction Counseling Program, 1933 Fort Vancouver Way, Vancouver, WA 98663 (360) 992-2171
- Portland Community College – Alcohol and Drug Counseling Program, PO Box 19000, Portland, OR 97280-0990 (503) 978-5254 or (503) 978-5661

#### Article 10. Property

Any property purchased by an association member for the purpose of use by CDTC and paid for with CDTC funds shall remain the property of CDTC. Association members are responsible for returning any CDTC funded purchases to the Coordinating Committee Chair and/or Co-Chair at the time of termination for the CDTC.

In the event of a voluntary dissolution, any purchased property will be assessed and value donated evenly as follows:

- Lower Columbia College - Chemical Dependency Studies Program, PO Box 3010, Longview, WA 98632 (360) 442-2311
- Clark Community College – Addiction Counseling Program, 1933 Fort Vancouver Way, Vancouver, WA 98663 (360) 992-2171
- Portland Community College – Alcohol and Drug Counseling Program, PO Box 19000, Portland, OR 97280-0990 (503) 978-5254 or (503) 978-5661

#### Article 11. Amendments

Any provision of this resolution may be amended by majority vote of those members present at the annual meeting or at any special meeting at which a minimum of 60 percent of the membership is present.

The bylaws of the Consortium shall be reviewed yearly for additions, revisions, and correction.

#### Article 12. Non-Discrimination

No person shall be excluded from participation in the Consortium on the grounds of race, health status, creed, religion, age, gender, color, national origin, or sexual orientation.