NATIONAL ATHLETIC TRAINERS' ASSOCIATION, INC.™

(A Texas Nonprofit Corporation)

BYLAWS

Revised March 2005

ARTICLE 1

NAME, OFFICES AND AGENT

The name of the corporation is National Athletic Trainers' Association, Inc. (NATA). NATA shall have a registered office and such other offices and a registered agent as required under the laws of the State of Texas.

ARTICLE 2

PURPOSES

The purposes for which NATA is organized and shall be operated are as follows:

(a) To enhance the quality of health care provided by athletic trainers.

(b) To advance the athletic training profession.

(c) To safeguard and advance the interests of its members by presenting the profession's viewpoints, concerns, and other important information to the media and to appropriate legislative, administrative, regulatory, and private sector bodies and by developing a working relationship with appropriate governmental and private sector not-for-profit and for-profit entities.

(d) To advance members' levels of knowledge through the collection, interpretation, and dissemination of information on subjects appropriate to the profession.

(e) To engage in any lawful act or activity for which a corporation may be organized under the Texas Non-Profit Corporation Act.

ARTICLE 3

MEMBERSHIP

3.1 Classes of Members. NATA shall have the following classes of Members. No individual or individual representative of an entity shall be eligible for more than one class of membership at the same time. The classes of membership are:

(a) Certified – Regular
(b) Certified – Retired
(c) Certified – Student
(d) Certified – International
(e) Associate
(f) Noncertified – Student
(g) Noncertified – International
(h) Corporate Partner
(i) Honorary

3.2 Membership Qualifications.

(a) **Certified-Regular Members.** Certified-Regular membership shall be open to any non-student NATA certified athletic trainer (ATC) possessing current National Athletic Trainers' Association Board of Certification, Inc. (NATA-BOC) certification and in good standing with NATA-BOC.

Certified-Regular Members shall pay such national dues as shall be determined from time to time by the Board of Directors and such District dues as shall be determined from time to time by the Districts in which they reside.

(b) **Certified-Retired Members.** Certified-Retired membership shall be open to any member who has retired from the practice of athletic training, has met NATABOC requirements to resign his/her certification and has met NATA requirements enumerated in the *NATA Policies and Procedures Manual* to become a Certified-Retired member. Certified-Retired members shall pay no dues.

(c) **Certified-Student.** Certified-Student membership shall be open to individuals possessing current NATA-BOC certification and in good standing with NATA-BOC who are enrolled as full-time graduate students working toward an advanced degree at an accredited college or university. Certified-Student Members shall pay such national dues as shall be determined from time to time by the Board of Directors and such District dues as shall be determined by the Districts in which their permanent home addresses are located. An individual may not be classified as a Certified-Student Member for a combined total of more than three years.

(d) **Certified-International Members.** Certified-International membership shall be open to individuals possessing current NATA-BOC certification and in good standing with NATA-BOC who reside in a geographic area not included in any current District. Certified-International Members shall pay such national dues as shall be determined from time to time by the Board of Directors.

(e) **Associate Members.** Associate membership shall be open to individuals who are working professionally in athletics, education, research, medicine, or an allied health profession related to athletic training. An individual who has fulfilled the requirements to apply for the NATA-BOC certification examination and is not currently enrolled as a full-time student shall be eligible for the Associate membership category. In addition, the membership category of a Certified Member in good standing with NATA who has been placed on inactive status by NATA-BOC shall be changed to Associate Member. Associate Members shall pay such national dues as shall be determined by the Board of Directors and such District dues as shall be determined by the individual Districts in which they reside.

(f) **Noncertified-Student Members.** Noncertified-Student Membership shall be open to individuals meeting the following criteria:

(i) noncertified individuals enrolled as full-time graduate students in an accredited college or university; and
(ii) individuals making progress toward the fulfillment of the requirements for NATA-BOC certification.

An individual may be classified as a Noncertified-Student Member for a combined total of no more than eight years (undergraduate five, graduate three). After eight years, the individual must transfer to the Associate Member category. Noncertified-Student Members shall pay such national dues as shall be determined by the Board of Directors and such annual District dues as shall be determined by the individual Districts in which their permanent home addresses are located.

(g) **Noncertified-International Members.** Noncertified-International membership shall be open to those individuals who otherwise meet the requirements for Certified-International membership but do not possess current NATA-BOC certification. Noncertified-International Members shall pay such national dues as shall be determined by the Board of Directors.

(h) **Corporate Partners.** Corporate partnership shall be open to those entities which are suppliers and/or manufacturers of athletic training materials, supplies, equipment and/or services. Corporate Partners shall pay such national dues as shall be determined by the Board of Directors.

(i) **Honorary Members.** An individual may be awarded Honorary membership in NATA only by NATA. Persons who show profound interest in and promote the athletic training profession shall be eligible. Nominations shall be made by Certified Members only and must be accompanied by resumes. The Honors and Awards Committee shall make recommendations to the Board of Directors for approval. Honorary Members shall pay no dues.

3.3 Application for Membership. All applications for membership shall be made in writing to the NATA membership department on application forms furnished for that purpose and must include complete payment of the applicable national and district dues.

3.4 Membership Standards. All Members must comply with the NATA Code of Ethics and NATA's Membership Standards, Eligibility Requirements, and Membership Sanctions and Procedures. Copies of these documents shall be furnished to all Members.

3.5 Membership Rights and Privileges.

(a) **Certified Members.** Each Certified Member shall have the right to one (1) vote on any matter coming before the Members and the right to attend the Annual Meeting and Clinical Symposia, the Annual Members' Meeting, and all other national meetings of NATA. Only Certified-Regular Members and Certified-Student Members shall be eligible to serve as Directors and Officers of NATA. Certified-International Members may serve on Committees and task forces and as liaisons. Certified Members shall have the right to exercise such other privileges as may be prescribed from time to time by the Board of Directors and set forth in these Bylaws.

(b) **Associate, Noncertified-Student, Noncertified-International, Supplier and Honorary Members.** Associate, Noncertified-Student, Noncertified-International, Supplier and Honorary Members shall have the right to attend the Annual Meeting and Clinical Symposia, the Annual Members' Meeting, and all other national meetings of NATA, but shall have no voting rights and shall not be eligible to serve as Directors or Officers of NATA. Such Members shall have other rights and privileges as may be prescribed from time to time by the Board of Directors and set forth in these Bylaws.

3.6 Membership Dues.

(a) **Amount.** A qualified applicant shall become a Member upon payment of the annual national dues prescribed for such Member's class by the Board of Directors and, if applicable, such District dues as shall be prescribed by such Member's District. National dues for classes of membership shall be determined by the Board of Directors after consultation with the membership. National dues for the initial year of membership shall be prorated. District dues shall not be prorated.

(b) **Payment.** Dues shall be paid upon the acceptance of an individual's or entity's application for membership. Thereafter, dues shall be paid annually in advance for the coming calendar year (January 1 - December 31), to be billed November 1. Membership shall be renewed without notice, and a Member who does not give notice of termination of membership shall be liable for all dues and assessments relating to the current dues period.

(c) **Arrears.** Any Member whose dues remain in arrears (as determined by NATA staff) shall be suspended from membership in NATA. Suspended members whose dues continue to remain in arrears (as determined by NATA staff) shall be removed from membership. In case of hardship, the Executive Director and/or the membership department shall have the power to extend the time of payment on unpaid dues. Persons submitting checks in payment for dues that are returned for insufficient funds and persons who allow their memberships to lapse and then renew membership shall be assessed such additional charges and fees as are determined and approved by the NATA Board of Directors.

3.7 Termination of Membership. Any Member may terminate membership at any time by notifying NATA's membership department of the intent to terminate. Such termination shall not relieve the terminating Member from the payment of dues for the expired portion of the Member's current cycle billing year or give the terminating Member any right to rebate of dues paid.

3.8 Certificates of Membership. NATA may issue certificates or other evidence of membership in such form or forms as the Board of Directors may from time to time determine.

3.9 Nontransferability. Memberships in NATA shall not be transferable from one Member to another Member or proposed Member.

ARTICLE 4

ANNUAL MEMBERS' MEETING

4.1 Time, Location, Notification. An Annual Members' Meeting of NATA shall be held annually in conjunction with NATA's Annual Meeting and Clinical Symposia. The location and time of the Annual Members' Meeting shall be published in advance of the meeting in appropriate NATA publications.

4.2 Purposes. The Annual Members' Meeting shall be held for the purpose of announcing NATA's financial status based on its current audited financial statements, for the delivery of the President's Annual Report, and for the reporting of other information and the conduct of such other business as the Board of Directors may determine is important to NATA and its Members.

ARTICLE 5

DISTRICTS

5.1 Number and Geographic Boundaries. For purposes of the election of NATA's President and Board of Directors, and subject to the provisions of Section 5.2 of these Bylaws, NATA shall be divided into ten (10) districts (Districts). Each voting Member of NATA shall be a Member of one (1) District. These Districts are:

District 1:	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont, Quebec, New Brunswick, Nova Scotia.
District 2:	Delaware, New Jersey, New York, Pennsylvania.
District 3:	Maryland, North Carolina, South Carolina, Virginia, West Virginia, District of Columbia.
District 4:	Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin, Manitoba, Ontario.
District 5:	Iowa, Kansas, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota.
District 6:	Arkansas, Texas.
District 7:	Arizona, Colorado, New Mexico, Utah, Wyoming.
District 8:	California, Nevada, Hawaii, Guam.
District 9:	Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, Tennessee, Puerto Rico, U.S. Virgin Islands.
District 10:	Alaska, Idaho, Montana, Oregon, Washington, Alberta, British Columbia, Saskatchewan.

5.2 Division of a District into Two Districts. If (for at least twelve (12) consecutive months) the voting Members of a District constitute twenty percent (20%) or more of the total voting Members of NATA, that District may, by majority vote at a District meeting, call for a mail ballot of its voting Members on the question of whether to split itself into two (2) Districts. The mail ballot shall specify the geographic boundaries that each of the two new Districts would have. If two-thirds (2/3) of the votes cast in the mail ballot are in favor of subdividing the District, that District may submit a request to subdivide into two (2) Districts to the NATA Board of Directors. If the Board of Directors, at a meeting at which a quorum is present, votes by a majority of the votes cast to accept the request, the District shall be subdivided into two (2) Districts on the first day of January following the vote of the NATA Board of Directors. The District Director of the original District shall serve as representative of both new Districts until the new Districts shall hold District meetings and elect new District Directors.

ARTICLE 6

BOARD OF DIRECTORS

6.1 General Powers. Management and conduct of the affairs of NATA shall be vested in and controlled by its Board of Directors. The Board of Directors shall possess, and may exercise, any and all powers granted under the Texas Non-Profit Corporation Act and NATA's Articles of Incorporation.

6.2 Qualifications of Directors. All Certified-Regular Members and Certified-Student Members of NATA in good standing shall be eligible for election to the Board of Directors. A Director who ceases to meet the qualifications for Certified-Regular Member or Certified-Student Member status shall automatically cease to be a Director. A Director who ceases to be a voting Member of the District that elected such Director shall automatically cease to be a Director except as provided in Section 5.2.

6.3 Number of Directors. Each District shall elect one (1) Director to serve on the NATA Board of Directors. In addition, the President shall serve as a member of the Board of Directors, but shall have only the voting rights prescribed in Sections 9.1 and 12.2 of these Bylaws.

6.4 Term of Office. The term of office of a Director shall be three (3) years commencing immediately after the NATA annual members meeting in June following the election of such Director. Terms shall be staggered, so that approximately one-third (1/3) of the number of Directors (excluding the President) shall be elected each year. No Director completing three (3) full three-year terms as a Director shall be eligible to hold office as a Director again (except to serve as an interim Director as provided in Section 6.8) until one (1) complete NATA fiscal year has intervened from the date of retirement from Board service; provided, that a Director who served a partial term upon a vacancy occurring in the office of such Director's predecessor may serve three (3) full terms in addition to the partial term.

6.5 Election of Directors. Each District shall be responsible for conducting the election of its Director. Only voting Members of NATA may participate in the Director elections.

6.6 Removal. The voting Members of a District may remove their Director from office at any time, in accordance with such District's own rules, regulations or other procedures, so long as such rules, regulations or procedures are not in conflict with the NATA Articles of Incorporation, Bylaws, or Policies and Procedures Manual. District voting Members may, at the same time they remove a Director, elect a replacement Director, so long as only voting Members of NATA participate in each vote.

6.7 Resignations. Any Director may resign at any time by notifying the President in writing of such Director's resignation. Such resignation shall take effect at the time therein specified.

6.8 Vacancies. In the event of the death, resignation, retirement, removal or disqualification from office of a Director, an interim replacement Director will be appointed in accordance with the District's rules, regulations or other procedures until a new Director is elected.

6.9 Meetings. There shall be an Annual Meeting of the Board of Directors which shall be held in conjunction with the NATA Annual Members' Meeting. Other meetings of the Board of Directors may be called at any time by the President or at the request in writing of a majority of the number of Directors then in office. Minutes of each Board meeting shall be taken.

6.10 Telephone Meetings. Members of the Board of Directors or any Committee designated by the Board of Directors may participate in a meeting by conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting. A written record shall be made of all actions taken at the meeting conducted by such means, and shall be filed with the minutes and/or other written records of the Board's or Committee's proceedings.

6.11 Notice of Meeting. Notice of the time and place of every meeting of the Board of Directors shall be given to each Director in person, in writing, or by telephone. If notice is given in writing it shall be signed by the President, or by the Executive Director with the permission of the President, and shall be sent to each Director by first-class mail, by an overnight private delivery service for which receipts are given, or by facsimile, addressed to such Director at such Director's last-known address or facsimile number, at least fourteen (14) days before such meeting if notice is sent by first-class mail, and at least

four (4) days before such meeting if notice is provided by overnight mail service or facsimile. If notice is given in person or by telephone it shall be given at least forty-eight (48) hours in advance of such meeting. Notwithstanding the foregoing provisions of this Section 6.11, if the President or Executive Director determines that due to the urgency of a matter, a meeting must be held without 48 hours notice, such a meeting may be called if actual notice is given each Director, or written or oral notice is left for the Director and received at the address or telephone or facsimile numbers supplied for such purposes by the Director to NATA's Executive Director. An agenda of the business to be transacted at any meeting of the Board of Directors shall be included with the notice thereof.

6.12 Quorum. A majority of the number of Directors who are elected by the Districts and are then in office shall constitute a quorum at a meeting of the Board of Directors. Directors present at a meeting by proxy may not be counted toward a quorum.

6.13 Action by Majority Vote; Proxy Voting. Each Director shall have one (1) vote, except that the President shall have only the voting rights described in Sections 9.1 and 12.2 of these Bylaws. The affirmative vote of a majority of the total number of Directors entitled to vote present at any meeting at which a quorum is present shall constitute action by the Board of Directors. A Director may vote in person or by proxy executed in writing by the Director. No proxy shall be valid 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. Only Certified-Regular Members or Certified-Student Members from the same District as the Director issuing the proxy may be named as proxies.

ARTICLE 7

COMMITTEES

7.1 Committees of the Board. Committees of the Board may be established at any time by the Board of Directors. The authority, responsibilities, and organization of each Board Committee shall be set forth in the NATA Policies and Procedures Manual.

7.2 Standing Committees.

(a) **How Constituted and Powers.** The Board of Directors may from time to time establish Standing Committees from the membership of NATA. The authority of such Standing Committees shall be limited to that specifically delegated in writing by the Board of Directors, except that Standing Committees may also make recommendations to the Board of Directors with respect to actions related to the Committee's jurisdiction but not specifically delegated to the Committee to undertake.

(b) **Organization and Procedure.** Standing Committee Chairs shall be appointed by the President and approved by the Board of Directors. Standing Committees shall be governed by the rules provided in Article 6 and in the NATA Policies and Procedures Manual except as specifically provided in this Article 7.

7.3 Other Committees. Ad Hoc Committees whose authority is limited to that of advising the Board of Directors may be established by the President or the Board. Ad Hoc Committee Chairs may be designated by the President.

7.4 Notice of Meeting. All Committee meetings may be called by the Chair of the Committee upon actual notice to each member or where written or oral notice is left for the member at the address or telephone or facsimile number supplied for such purposes by the member to the Committee's Chair.

7.5 Quorum. A majority of the whole number of Committee members, but in any event not less than two (2) per-sons, shall be necessary and sufficient to constitute a quorum for the transaction of business at any Committee meeting.

ARTICLE 8

OFFICERS

8.1 Officers. NATA's Officers shall include a President, a Vice President and a Secretary/Treasurer.

8.2 President.

(a) **Nomination.** The Board of Directors shall (subject to qualifications contained in this section) nominate two (2) candidates for President at the Annual Meeting of the Board of Directors that is held one (1) year prior to the expiration of the term of the current President. Each candidate must be a Certified-Regular Member or a Certified-Student Member of NATA, and must have been a Director during some portion of the four-year period immediately preceding the nomination for such candidate's first term. (However, the Board need not nominate any eligible candidate who declines by written ballot the opportunity to be considered for nomination, even if the result is that the Board cannot nominate two candidates.)

(b) **Election.** Unless one of the two nominated candidates declines to run and the second candidate accepts the nomination or unless the Board can only nominate one candidate because only one eligible candidate is willing to stand for election, making a ballot unnecessary, a ballot shall be mailed to each Certified Member no later than November 15 immediately following the nomination of the candidates for President. The mailing shall instruct the Members to mail their ballots no later than December 1 immediately following to an independent third-party tabulator designated on the ballot. The candidate receiving the largest number of votes shall take office as NATA's President at the next Annual Members' Meeting.

(c) **Term of Office, Re-election.** The term of office of the President shall be two (2) years. The President may not serve more than two (2) consecutive terms, except that a President who served as Vice President and served a partial term as President upon the resignation or removal of the previous President, or upon vacancy occurring in the office of the President for another reason, may serve two (2) full terms in addition to the partial term.

8.3 Vice President.

(a) **Nomination.** Members of the Board of Directors shall nominate one (1) or more Directors for Vice President of NATA.

(b) **Election.** The Board of Directors shall elect by majority vote one of the candidates, or the candidate, nominated for Vice President.

(c) **Term of Office.** The term of office of the Vice President shall be one (1) year.

8.4 Secretary/Treasurer. The Chair-Finance Committee, who shall be appointed by the President pursuant to Section 7.2 (b) of these Bylaws, shall serve as the Secretary/Treasurer of NATA.

8.5 Vacancy, Resignation, and Removal.

(a) **Vacancy and Resignation.**

(i) Voluntary. Any Officer may resign at any time by notifying the Board of Directors or the Executive Director in writing. Such resignation shall take effect at the time specified therein.

(ii) Automatic. Any Officer shall be deemed to have resigned and the Office shall be deemed to be vacant when such Officer: (A) resigns such Officer's membership in NATA, (B) ceases to be a Certified Member in good standing of NATA, (C) dies, (D) ceases to be actively involved in the profession of athletic training, or (E) in the case of the President or the Vice President, ceases to be a Director. If there is disagreement between an Officer and the Board of Directors with respect to whether one or more of these events has occurred, the Board shall decide the matter in the same manner as provided in Section 8.4 (b).

(b) **Removal.** Any officer may be removed by the Board of Directors, if, after an in-person meeting of the Board at which the Officer whose removal is being considered is given a full opportunity to discuss and respond, it is determined, by at least a four-fifths (4/5) vote of Directors who are not personally involved in the matter, that one or both of the following has occurred:

(i) Conflict of Interest. The Officer has entered into a relationship that creates a significant conflict of interest with the goals of the NATA or the rights and obligations of the Office.

(ii) Incompetence. The Officer is no longer able to fulfill the obligations of Office competently.

8.6 Filling a Vacancy. If the President resigns or is removed or if the Office of President becomes vacant due to another cause, the Vice President shall assume the Office of President for the remaining part of the President's term. If the Vice President is unable to assume the Office of President, a special election shall be held to fill the Office of President. If the Vice President resigns or is removed or if the office becomes vacant due to any other cause, the Board may fill such vacancy in the manner provided in Section 8.3 (b). If the Secretary/Treasurer resigns or is removed or if such office becomes vacant due to any other cause, such vacancy shall be filled in the manner provided in Section 8.4.

ARTICLE 9

DUTIES OF OFFICERS

9.1 President. The President shall preside at all meetings of the Board of Directors, and shall cast the Board's tie-breaking vote. The President shall preside at the Annual Members' Meeting. The President shall serve as an ex-officio member of all NATA Committees, and appoint all Committee Chairs, subject to approval of the Board. The President shall have general charge of the business of NATA, and carry out its policies under the direction of the Board of Directors. The President shall make an Annual Report to the membership at the Annual Members' Meeting.

9.2 Vice President. The Vice President shall act in the absence of the President, and shall perform such other duties as the Board of Directors may prescribe.

9.3 Secretary/Treasurer. The Secretary/Treasurer shall supervise the keeping of the general records of NATA, including the minutes of meetings of the Board of Directors and members, shall supervise all financial activities of NATA and submit reports to the Board of Directors regarding the same at each regular meeting, and shall perform such other duties as usually pertain to that Office or as shall from time to time be delegated by the President or pre-scribed by the Board of Directors.

ARTICLE 10

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

10.1 Execution of Contracts. The Board of Directors may prospectively or retroactively authorize any Officer, employee, or agent, in the name of NATA, to enter into any contract or execute or satisfy any instrument, and any such authority may be general, confined to specific instances, or otherwise limited.

10.2 Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money issued in the name of NATA shall be signed by such Officer or Officers, agent or agents of NATA, and in such manner as shall be determined from time to time by resolution of the Board of Directors, except as otherwise provided herein.

10.3 Deposits. The funds of NATA shall be deposited in such depositories as the Board of Directors shall select.

10.4 Gifts. The Board of Directors or any other Officer, employee, or agent of NATA may accept, on behalf of NATA, without further authorization, any contribution, gift, bequest, or device, except any such gift made with limitations or conditions imposed by the donor may not be accepted without express approval by the Board of Directors.

10.5 Fiscal Year. The fiscal year of NATA shall be determined by resolution of the Board of Directors.

10.6 Auditing of Books. At least one month prior to the Annual Members' Meeting, the Board shall cause NATA's accounts to be audited by a certified public accountant and a full statement of the finances shall be submitted to each Director at or before the Annual Members' Meeting. A report summarizing NATA's financial status shall be made to the membership at the Annual Members' Meeting.

ARTICLE 11

WAIVER OF NOTICE
Any notice of meetings required to be given under these Bylaws may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein.

ARTICLE 12

AMENDMENTS
12.1 Substantive Changes. These Bylaws may be altered, amended, supplemented, or repealed after any such changes, approved by the Board of Directors, are submitted to each of the Districts' annual business meetings, and are approved by at least two-thirds (2/3) of the total number of Districts. Any changes so approved shall be resubmitted to the Board of Directors. If the Board of Directors then approves the changes by at least a two-thirds (2/3) vote of the number of Directors then in office (excluding the President), the changes shall thereupon become effective.

12.2 Technical Changes. Technical corrections to the Bylaws may be made by a unanimous vote of the Board of Directors, including the vote of the President. If the Bylaws are altered, amended or supplemented in this manner, the changes shall not become effective until 60 days after the Membership has been advised of the changes.