

**CONSTITUTION AND BYLAWS**

**FOR THE**

**ALASKA CORRECTIONAL OFFICERS**

**ASSOCIATION, INC.**

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**CONSTITUTION AND BYLAWS  
OF  
ALASKA CORRECTIONAL OFFICERS ASSOCIATION, INC.**

**ARTICLE I  
NAME**

The name of the corporation is ALASKA CORRECTIONAL OFFICERS ASSOCIATION, INC., hereinafter referred to as "the Association."

**ARTICLE II  
OFFICE**

The principal office of the Association shall be located at 912 West 6<sup>th</sup> Avenue, Anchorage, Alaska 99501. The principal office of the Association may be changed from time-to-time by the Board of Directors. The registered agent and registered office of the Association is Terry P. Draeger, of 3900 Arctic Blvd., Suite 101, Anchorage, AK 99503.

**ARTICLE III  
PURPOSES**

The objects and purposes of the Association are to promote the professionalism and specialization of the Department of Corrections of the State of Alaska, to improve the economic, social and civic status of the members and their families, to ensure and improve the working conditions, welfare, benefits and efficiency in the Department of Corrections, to represent and act for its members in matters affecting or arising out of their employment relationships and, as such, serve as the exclusive bargaining representative for the membership as authorized by Alaska Statutes 23.40.070 - .260, to achieve the purposes and objectives of the Association through legislation, collective bargaining, legal and other appropriate means, and to include any other purpose that would be beneficial to the collective membership of the Association.

This Association does not contemplate pecuniary gain or profit to the Board of Directors, Officers, or private individuals thereof. Said Association is organized exclusively for the promotion of persons involved in the actions of being Correctional Officers. The objective of the labor organization shall be for the betterment of the conditions for those engaged in such pursuits, including the development of a higher degree of efficiency in their occupations and to have and to exercise any and all powers, rights, and privileges, which an Association organized under the Non-Profit Association Law of the State of Alaska by law may now, or hereafter, have or exercise despite any provision herein. The Association shall not engage in any activities that are not allowed to be carried on by a Code Section 501(c)(5) organization.

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. The Association shall not participate in, or intervene in the political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not

carry on any other activities not permitted to be carried on: (a) by an Association exempt from federal income tax under section 501(c)(5) of the Internal Revenue Code, or corresponding section of any future federal tax code.

**ARTICLE IV  
DURATION OF ASSOCIATION**

The duration of the Association shall be perpetual.

**ARTICLE V  
MEMBERSHIP**

**Section 1 – Voting Membership**

Any member in good standing and who is employed in a classification covered by a Collective Bargaining Agreement of the Association shall be eligible for Association voting membership if that individual: (1) is current in his/her payment of periodic dues; and, (2) has paid all initiation fees required by the Association Board.

**Section 2 – Privileges of Membership**

Any person who satisfies the requirements of Section 1 of this Article shall be entitled to enjoy the rights, privileges, benefits, and opportunities of the Association, including, but not limited to, being a candidate for office, voting for candidates for office, Corporate Board members, and ratification of Collective Bargaining Agreements.

**Section 3 – Chapters**

There are currently fourteen (14) district Chapters of the Association. The Chapters currently existing are as follows:

<u>District No.</u>	<u>Facility</u>	<u>District No.</u>	<u>Facility</u>
1	YKCC	8	Lemon Creek CC
2	Fairbanks CC	9	Ketchikan CC
3	Palmer CC	10	Mat-Su Pre-Trial
4	Hiland Mtn CC	11	Anvil Mtn CC
5	Anchorage Jail Complex West	12	Anchorage Jail Complex East,
6	Spring Creek CC	13	Pt MacKenzie Project
7	Wildwood CC/Pre-Trial	14	Transportation/Academy/Central

The Association Board of Directors shall have the power to create such additional Chapters of the Alaska Correctional Officers Association, Inc., as the Association Board may deem proper.

#### **Section 4 – Termination of Membership**

Membership may be terminated in the following manner:

(a) Resignation: No member may resign and continue in employment status with the State of Alaska in a classification contained in the Collective Bargaining Agreement of the Association unless that member has satisfied the requirements necessary to achieve agency fee payer status.

(b) Termination of Employment/Bargaining Unit Transfer: A member who is terminated or transferred to a position outside the bargaining unit shall automatically be removed from active membership provided the transfer is expected to exceed thirty (30) calendar days in duration.

(c) Termination of Voting Membership: Voting membership shall terminate immediately upon termination of active membership, or upon a member's assuming agency fee payer status.

#### **Section 5 – Annual Meeting**

There shall be an annual meeting of the voting members of the Association as scheduled by the President with the approval of the Board at any regular Board meeting. The annual meeting shall be scheduled in Anchorage, Alaska at least every other year.

#### **Section 6 – Special Meetings**

There may be such special meetings as may be called by the Board of Directors and upon ten (10) days written notice to the members.

#### **Section 7 – Quorum**

At least twenty-five percent (25%) of the active membership of the Association (in person or by proxy) shall be necessary to constitute a quorum at any annual or special meeting of the Association.

#### **Section 8 – Proxies**

At all meetings, members may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution.

#### **Section 9 – Voting**

During annual or special meetings of the Association, any proposed actions receiving a two-thirds (2/3) majority acceptance recommendation from the members present at that meeting, in which there is a quorum, shall then be submitted to the entire membership for final acceptance or rejection by a mail balloting process to be designed and supervised by a committee appointed by the

President. Proposals submitted to the membership must be approved by a two-thirds (2/3) majority of the voting membership. This provision shall not apply to proposals to restructure the Board of Directors.

### **Section 10 – Delivery of Notice**

The notice of special or annual meetings shall be delivered to each regular member in good standing by mailing the notice, postage prepaid to the personal address of each member as it appears in the records of the district chapters and/or the Association.

### **Section 11 – Rules of Order**

Robert’s Rules of Order shall govern the business meetings and all other meetings.

### **Section 12 – Dues**

The dues to be paid by each member of the Association and the agency fee to be paid by non-members shall be set by the Board of Directors and ratified by a simple majority vote of the membership.

### **Section 13 – Agency Fees**

Those persons who no longer wish to remain members of the Association, but wish to pay an agency fee, shall submit to the procedures set forth below.

### **Section 14 – Agency Fee Payer Status**

(a) Those persons who are employees covered by this Collective Bargaining Agreement negotiated by the Association with the State of Alaska, employer, shall give notice to the Association that he/she does not wish to be a member of the Association, but wishes to assume agency fee status;

(b) Any employee electing agency fee payer status shall be denied the exercise of those rights, privileges, benefits, and opportunities conferred upon Association members, including running as a candidate for or holding any office, or participating in any functions of the Association other than to determine the amounts of the agency fee assessed, nor shall the agency fee payer be entitled to obtain any information concerning the Association except as it pertains to the Collective Bargaining Agreement that the agency fee payer is subject to as an employee, or the amount of the agency fee that that person has paid.

(c) The period during which an employee may acquire agency fee payer status is during the first ten (10) calendar days of the month of July. The employee must give written notice that must be received in the principal offices of the Association by delivery in person or through some third party commercial delivery service. Notice is not effective if received after July 10th of any year, or the first business day thereafter if July 10<sup>th</sup> falls on a weekend or is later designated a holiday.

(d) Service shall not be deemed effective if delivery of the employee's written notice is attempted to any officer, agent, or other member of the Association and/or its constituent chapters unless the officer or agent is present and working at the principal office of the Association.

(e) An agency fee payer may re-apply for membership in the Association upon tender of written notice of that intent addressed to the President of the Association at the Association's principal office through in-person, or third-party commercial delivery.

(f) Upon receipt of an effective written notice that an employee wishes to be an agency fee payer, the Association shall promptly notify the employee of the amount of the fee to be assessed, and shall also notify the Employer to adjust the automatic fee deduction in accordance with that amount.

(g) The agency fee payer shall receive a written agency fee report from the Association on an annual basis in the month of July of each year outlining the expenditure of monies based upon the agency fee.

(h) The agency fee report generated by the Association shall provide for an appeal procedure that the agency fee payer may invoke by following the requirements specified in the report.

(i) The Board of Directors shall adopt a procedure outside these Articles that shall implement the agency fee policy.

## **ARTICLE VI BOARD OF DIRECTORS**

### **Section 1 – Association Board as Managing Body**

The Association Board of Directors shall be the managing body of the Association and shall direct its affairs.

### **Section 2 – Association Board's Authority**

Except as specifically limited by these Articles, the Association Board of Directors shall have full power and authority in intervals between the business sessions of the annual meetings to take all action and perform all functions that the Association itself duly convened at the business session of the annual meeting may do or perform. However, when a two-thirds (2/3) majority of the membership shall have required or forbidden any act or policy at an annual meeting, such action shall be binding upon the Association Board of Directors, unless the authority of the membership is otherwise circumscribed within these Articles.

### **Section 3 – Association Board Members**

There shall be fifteen (15) Board members who shall be made up of the President, as elected by the entire membership, and fourteen (14) other Board members, one from each of the following chapters:

<u>District No.</u>	<u>Facility</u>	<u>District No.</u>	<u>Facility</u>
1	Yukon-Kuskokwim Correctional Center	8	Lemon Creek CC
2	Fairbanks Correctional Center	9	Ketchikan CC
3	Palmer Correctional Center	10	Mat-Su Pre-Trial Facility
4	Hiland Mountain Correctional Center	11	Anvil Mountain CC
5	Anchorage Correctional Complex West	12	Anchorage Correctional Complex East
6	Spring Creek Correctional Center	13	Pt MacKenzie Project
7	Wildwood Correctional Complex	14	Transportation/Academy/Central

**Section 4 – Term of Office**

The terms of office of the Board members (except the President) shall be two-year terms beginning on July 1<sup>st</sup> and terminating two (2) years later on June 30<sup>th</sup>. The two-year terms shall be staggered among the district chapters, with the following Chapters electing its Board member in odd years:

<u>District No.</u>	<u>Facility</u>
1	Yukon-Kuskokwim Correctional Center
3	Palmer Correctional Center
5	Anchorage Correctional Complex West
7	Wildwood CC/Pre-Trial
9	Ketchikan Correctional Center
11	Anvil Mountain Correctional Center
13	Pt. Mackenzie Project

The following chapter shall elect its Board members in even years:

<u>District No.</u>	<u>Facility</u>
2	Fairbanks Correctional Center
4	Hiland Mountain Correctional Center
6	Spring Creek Correctional Center
8	Lemon Creek Correctional Center
10	Mat-Su Pre-Trial Facility
12	Anchorage Correctional Complex East
14	Transportation, Academy, Central Office

The President, making up the fifteenth Board member, shall be elected for a two (2) year term and be elected in even-numbered years.

## **Section 5 – Election of Officers**

Letters requesting nominations to fill Chapter Board seat positions whose two year terms of office expires June 30<sup>th</sup> shall be mailed to all members in good standing within each such Chapter during the preceding April. Likewise, every two years letters requesting nominations for Association President shall be mailed to all members in good standing of all Chapters. Nominations may be mailed or faxed to the Association and will be deemed valid if submitted by a member in good standing and received at the Association office by the not-later-than date specified in the nomination letter, normally thirty days after the letters are mailed. Nominees shall be contacted and afforded the opportunity to accept or decline the opportunity to be candidates. Each candidate is encouraged to submit a one-page campaign letter to be mailed to members with the official election ballots. The Association shall remain impartial and shall not support any form of candidate campaigning other than by mailing candidate letters with ballots. The Association shall remain impartial throughout the election process and shall not provide any candidates with membership lists and/or mailing information. Any candidate wishing to campaign by means other than their candidate letter shall do so entirely on their own.

Election ballots and candidate letters shall be mailed to all members in good standing for a Regional Board seat election and to all members in good standing for a Presidential election. Members will have thirty days to return their ballot to the Association office, either in person or by mail. Ballots received by the deadline indicated on the ballot and properly sealed in an envelope marked “Ballot” and then placed within a return envelope legibly marked with the member’s name, address, facility, and signature shall be deemed valid.

All election mailings will be sent to the members’ mailing address last on file with the Association. Each member is responsible to advise the Association of address changes. Members who become aware they have not received an election mailing should contact the Association as soon as possible to allow time to re-mail materials prior to election deadlines. Deadlines and ballot counts shall not be extended or delayed due to incorrect address information or mail delivery situations.

Ballots shall be counted by at least two Board members who may be assisted by other members in good standing willing to volunteer; however no Board member shall count ballots for an office they are running for. All candidates and members in good standing wishing to attend and observe are encouraged to do so. Office staff may assist administratively.

The candidate with the majority of valid votes received shall be declared the winner.

## **Section 6 – Vacancy**

In the event of incapacity or inability to fulfill a District Chapter Board position, that Association office shall be forfeited. The Board seat’s vacancy shall be temporarily filled by one of the institutional shift reps until a Board seat election can be held. An election shall be held within sixty (60) days.

## **Section 7 – Recall**

Members of a District Region may have an emergency election, prior to a regularly scheduled election, to remove its current Board member. An election will be held if 50% + 1 of a region's members in good standing sign a recall petition and present it to the Corporate Board President. After verification of the signatures, the President will direct the ACOA office to conduct a new election. Should the present Corporate Board member not retain his seat, the newly elected officer will complete the remainder of the original term of office.

## **Section 8 – Meetings and Quorum**

Meetings of the Board of Directors shall be held upon the order of the President, or upon written request of six (6) members of the Board of Directors. A quorum shall consist of a majority of the members of the Board of Directors. Usually, such meetings shall be scheduled at least twice a year, but in no event shall an actual meeting be convened less than once annually. Subject to the foregoing, a majority vote by the voting members of the Board may cancel any scheduled meeting. A cancellation vote may be conducted telephonically by the President or the next Vice-President in succession if the President is unavailable.

# **ARTICLE VII OFFICERS**

## **Section 1 – Officers**

The Officers of the Association shall be a President, Vice-President, and Secretary/Treasurer.

## **Section 2 – Association President**

The President of the Association shall be the chief executive officer of the Association. The President shall preside at all member meetings of the Association and chair any Board meetings. The President shall direct the affairs of the Association with the advice and consent of the Board of Directors. Unless otherwise provided for in these Articles, the President shall appoint all committees.

## **Section 3 – Association Vice President**

The Vice-President shall perform such duties as are delegated by the Association President. The Vice-President shall preside at meetings of the Association Board in the event of the temporary absence of the President.

## **Section 4 – Association Secretary/Treasurer**

The Secretary/Treasurer of the Association shall be responsible for the keeping of minutes of all meetings of the Association and the Board of Directors and shall be the official custodian of all records of the Association. The Secretary/Treasurer shall direct the mailings of all Association notices required to be given and be responsible for keeping an accurate census of the membership.

The Secretary/Treasurer shall also be the official custodian of the funds of the Association; shall be responsible for the collection of all dues and monies of the Association; shall direct the keeping of accurate books of account of the Association; shall cause audits to be made periodically as ordered by the Board of Directors; shall submit financial reports to the Board of Directors at its regular meetings and to the membership at the Association's annual meeting; shall receive, and disburse and invest the funds of the Association in the manner directed by the Board of Directors.

### **Section 5 – Election of Officers**

The membership shall elect the President by a majority vote. The Vice-President and Secretary/Treasurer shall be elected by a majority vote of the Board of Directors. This vote will take place in July, every two years, opposite the year of the Presidential election.

### **Section 6 – Term of Officers**

The elected officials shall serve for a term of two (2) years.

### **Section 7 – Voting**

All Association Board members shall have the authority to cast one vote each on all matters properly brought before them.

In the event an Association Board Officer cannot attend a business meeting, that member may designate by written and notarized proxy that another Association Board Officer may act and/or vote on his/her behalf. This proxy, however, would not be counted to fulfill the requirements of a quorum. In addition, the original written proxy must be delivered to the business office of the Association three (3) days prior to the commencement of the meeting in question. The President will have final authority to determine the validity, authenticity, and timeliness of the proxy.

### **Section 8 – Resignation and Removal**

Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary/Treasurer. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed from office with or without cause by the Board of Directors. It shall require a 75% majority of the Corporate Board of Directors.

### **Section 9 – Vacancies**

A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

**ARTICLE VIII  
BUSINESS YEAR AND FINANCIAL RESPONSIBILITY**

The Board of Directors, through the Secretary/Treasurer, will ensure the development and review of open and honest accounting procedures, a fundraising plan, and annual budget. The board must approve the budget annually and all expenditures must be within the budget. Any major change in the budget must be approved by the Board of Directors. The fiscal year shall be July 1<sup>st</sup> through June 30<sup>th</sup>. Quarterly reports are required to be submitted to the Board showing income, expenditures and pending income. The financial records of the Association are public information and shall be made available to the membership upon written request.

**ARTICLE IX  
POWERS OF ASSOCIATION**

The Association shall have the power, in and by said corporate name, to sue and be sued, to make and adopt from time-to-time amend or repeal chapter bylaws inconsistent with the law or the Articles of Incorporation providing for election, government, and removal of chapter offices and the management of its property and affairs, such adoption, amendment or repeal to be by vote of two-thirds (2/3) of the Board members at any Board meeting, provided written notice of the proposed action with reference to said bylaws has been given each member at his last known address at least one (1) month prior thereto; to purchase, take on, lease, or otherwise acquire, own, hold, use, exchange, lease, operate, and (for cash or any other consideration) dispose of any lands, buildings, or other property of any kind, including investment in shares, bonds, or other securities of any other association or otherwise, as may be suitable or convenient for any of its purposes, without restriction except as may be provided by law; to borrow money and to issue bonds or other evidence of indebtedness and secure the payment thereof by mortgage, pledge or deed of trust of all or any of its property, in conformity with the law, and to obtain capital and revenues for its purposes through donations, endowments, subscriptions, dues, rents, or otherwise; to arrange, manage, operate or conduct amusements and entertainments for promotion of the purposes of the Association, and in connection therewith, to do all things necessary and proper not inconsistent with the law and the purposes of the Association; to acquire the property of any other association or association having any like purposes and assume any of its debts and liabilities; and to do all other such lawful things as are incident and conducive to the attainment of the objects and purposes of the Association.

**ARTICLE X  
DISSOLUTION**

The Association is not organized for profit and it will not issue any stock and no part of its assets, income, or earnings, shall be used for dividends, or otherwise withdrawn or distributed to any of its members, except upon liquidation of its property in case of Association dissolution, in which event, the surplus remaining after payment of all just corporate debts and other obligations shall be distributed to an organization or organizations as shall at that time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, and amendments thereof; provided, however, that nothing herein contained shall prevent the payment in good faith of remuneration to any member in return for services actually rendered or to be rendered to the Association, nor prevent the issuance of evidence of membership.

Upon the dissolution of the organization, the disposition of net proceeds from charitable gaming conducted under AS 05.15 will go to a charitable organization as defined at AS 05.15.690(5) or another qualified organization that is authorized to conduct an activity under AS 05.15.

## **ARTICLE XI TRANSACTIONS WITH OFFICERS AND DIRECTORS**

No contract or other transaction between this Association and any other association or concern shall be invalid or voidable merely by reason of the fact that one or more directors, or officers of such other association of concern, and any director or officer of this Association may be a party to, interested in, or profit from, any contract or transaction with this Association, provided that the relationship, interest, or profit is disclosed to the Board of Directors of this Association and the contract or transaction is duly approved by a majority vote of the Directors present when such contract or transaction is authorized, approved or ratified, without counting the vote of any Director so interested or related; however, such Director may be counted for purposes of determining existence of a quorum. No such Director or Officer shall be disqualified from acting as such, nor be liable for any loss incurred under or by reason of such relationship or interest. Where such Director's vote is necessary to the entering of such contract or transaction, the contract or transaction shall not be void or voidable if it is fair to this Association at the time it is authorized or approved.

## **ARTICLE XII AMENDMENT OF CONSTITUTION AND BYLAWS**

### **Section 1 – Amendment and Repeal**

Except as otherwise provided by law, the power to alter, amend or repeal this Constitution and Bylaws and the power to adopt a new Constitution and Bylaws shall be vested exclusively in the Board of Directors.

### **Section 2 – Procedure**

This Constitution and Bylaws may be altered, amended or repealed by a two-thirds (2/3) majority vote of the entire Board of Directors at a meeting called for that purpose.

### **Section 3 – Recording**

Whenever an amendment or new constitution and bylaw is adopted, a copy thereof shall be kept in the minute book with the original Constitution and Bylaws. If any provisions are repealed, the fact of such repeal and the date upon which it occurred shall be recorded in the minute book and a copy thereof shall be placed next to the original Constitution or Bylaw.

## **ARTICLE XIII INDEMNIFICATION**

### **Section 1 – Actions**

Subject to the provisions of Sections 2, 4, and 5 below, the Association shall indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Association) by reason of or arising from the fact that he is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director, Officer, partner, or trustee of another association, partnership, joint venture, trust or other enterprise, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if: (i) he acted in good faith and in a manner he reasonably believed to be in (or not opposed to) the best interests of the Association and, with respect to any criminal action or proceeding, did not know his conduct was unlawful; or, (ii) his act or omission giving rise to such action, suit, or proceeding is ratified, adopted or confirmed by the Association or the benefit thereof received by the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption, and settlement shall not constitute any evidence that the person did not act in good faith and in a manner which he reasonably believed to be in (or not opposed to) be the best interest of the Association, with respect to any criminal action or proceeding, did not know that his conduct was unlawful.

### **Section 2 – Determination of Right to Indemnification in Certain Cases**

Subject to the provisions of Sections 4 and 5 below, indemnification under Section 1 of this Article automatically shall be made by the Association unless it is expressly determined by a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding that indemnification of the person who is or was an Officer or Director, or is or was serving at the request of the Association, as an Officer, Director, partner or trustee of another association, partnership, joint venture, trust or other enterprise, is not proper under the circumstances because he has not met the applicable standard of conduct set forth in Section 1.

### **Section 3 – Indemnification of Persons Other Than Officers or Directors**

In the event any person not included with the group of persons referred to in Section 1 of this Article was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of a type referred to in Section 1 of this Article by reason of, or arising from, the fact that he/she is or was an employee or agent of the Association, or is or was serving at the request of the Association as an employee or agent of another association, partnership, joint venture, trust or other enterprise, the Board of Directors of the Association by a majority vote or quorum (whether or not such quorum consists in whole or in part of the Directors who were parties to such action, suit, or proceeding) may, but shall not be required to, grant to such person a right of indemnification to the extent described in Section 1 of this Article as if he were an Officer or Director referred to therein, provided that such person meets the applicable standard of conduct set forth in such Section.

#### **Section 4 – Successful Defense**

Notwithstanding any other provisions of Sections 1, 2, or 3 of this Article, but subject to the provisions of Section 5 below, if a Director, Officer, employee or agent is successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1, 2, or 3 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

#### **Section 5 – Condition Precedent to Indemnification Under Sections 1, 3, or 4**

Any person who desired to receive the benefits otherwise conferred by Sections 1, 3, or 4 of this Article shall notify the Association reasonably promptly that he has been named a defendant to an action, suit, or proceeding of a type referred to in Sections 1 or 3 and that he intends to rely upon the right of indemnification described in Sections 1, 3, or 4 of this Article. The notice shall be in writing and mailed via registered or certified mail, return receipt requested, to the President of the Association at the executive offices of the Association or, in the event the notice is from the President, to the registered agent of the Association. Failure to give the notice required hereby shall entitle the Board of Directors of the Association by a majority vote of a quorum (consisting of Directors which, insofar as action, suit, or proceeding, but who, insofar as indemnity of employees or agents is concerned, may or may not have been parties) to make a determination, in their sole discretion, that such failure was prejudicial to the Association under the circumstances and that, therefore, the right to indemnification referred to in Sections 1, 3, or 4 of this Article shall be denied in its entirety or reduced in amount.

#### **Section 6 – Insurance**

At the discretion of the Board of Directors, the Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

#### **Section 7 – Advance of Expenses**

Expenses incurred by a person referred to in Sections 1, 3, or 4 in defending a civil or criminal action or proceeding may be paid by the Association in advance of the final disposition of the action or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by, or on behalf of, the person to repay the amount unless it is ultimately determined that he is entitled to be indemnified by the Association, as authorized in this Section.

#### **Section 8 – Purpose and Exclusivity**

The indemnification referred to in the various sections of this Article shall be deemed to be in addition to, and not in lieu of, any other rights to which those indemnified may be entitled under any statute, rule of law or equity, agreement, vote of Board of Directors, or otherwise. The purpose of this Article is to augment, pursuant to A.S. 10.20.011(14) the other provisions of A.S. 10.20.011(14).

ARTICLE XIV

ADOPTION & EXECUTION

IN WITNESS WHEREOF, we, being Officers of the ALASKA CORRECTIONAL OFFICERS ASSOCIATION, Inc., State of Alaska hereby adopt as true, complete and correct these Association Bylaws.

David L. Colong  
President

8/10/06  
Date

Elizabeth C. House  
Secretary/Treasurer

7/28/06  
Date