

## **Ohio FFA Association Code of Regulations**

### **Article I. Name**

The organization shall be known and do business as the Ohio FFA Association (Association). Recognized units of the Association may officially use the letters “FFA” or the words “Future Farmers of America” to designate the Association, its units, and members.

### **Article II. Location of Offices**

The headquarters and principal office of the Association shall be at the Ohio Department of Education (also referred to as “ODE”) in Columbus, Ohio. The Ohio FFA Board of Trustees (Board of Trustees) shall designate the locations of any business offices.

### **Article III. Non-profit Status, Relationships with Government Agencies**

3.1 Governing Authorities for Non-Profit Status. The Association is an Ohio non-profit corporation under Chapter 1702 of the Ohio Revised Code and exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Association shall operate in accordance with the Ohio non-profit laws and the Internal Revenue Code and regulations governing tax-exempt organizations.

3.2 Relationship with National FFA. The National FFA Organization (National FFA), pursuant to its official constitution, has granted the Ohio Department of Education a state charter. To maintain the state charter and remain in good standing, the Association, with the assistance of the Ohio Department of Education (as provided in Section 3.3 below), must meet certain requirements and operate in accordance with National FFA’s federal charter (U.S. Public Law 105-225), the National FFA’s official constitution, and the requirements of the U.S. Department of Education. The National FFA is required by its official constitution to cooperate with state government agencies and officials in the Ohio Department of Education, Office of Career-Technical Education to accomplish National FFA objectives, and the U.S. Secretary of Education, pursuant to the federal charter, may cooperate with the Ohio Department of Education, Office of Career-Technical Education to assist in the promotion of the National FFA activities.

3.3 Relationship with the Ohio Department of Education. The Ohio Department of Education, Office of Career-Technical Education, and the Association, as an Ohio career-technical student organization chartered by the National FFA, are committed to working together to enhance Ohio’s agriculture and environmental systems education programs. The Association shall deliver all aspects of its programs and activities in cooperation and in concert with the Ohio Department of Education, Office of Career-Technical Education. On request of the Board of Trustees, the Director of the Office of Career-Technical Education, or the Director’s successor, will make Ohio Department of Education personnel, services, and facilities available to administer or assist in the administration of the Association’s programs and activities in a manner that enables the Association to maintain its state charter and accomplish its objectives under the National FFA’s and U.S. Department of Education’s requirements. Ohio Department of Education personnel may not receive compensation from the Association for their services provided, however, personnel may be reimbursed for travel

and other legitimate expenses as defined by the Director and approved by the Board of Trustees. The Ohio Department of Education, through the Office of Career-Technical Education, or any future such division, shall have oversight of Association expenditures and contracts.

#### **Article IV. Objectives of the Association**

The objectives of the Association shall be consistent with Section 3 of the National FFA Organization's federal charter, Public Law 105-225 (formerly Public Law 81-740), or any successor Public Law. The Association shall cooperate with national and Ohio government agencies for career technical education, including but not limited to the U.S. Department of Education and the ODE, Office of Career-Technical Education in accomplishing the following objectives:

- To be an integral part of the organized instructional programs in agricultural education, which prepare students for a wide range of careers in agriculture, agribusiness and other agriculture-related occupations.
- To strengthen the confidence of students in themselves and in their work by developing desirable work habits and the effective usage of their time; by learning to assume responsibility; and by developing competencies in communications, human relations, and other social abilities leading to the intelligent choice of a career and successful employment or entrepreneurship in the agricultural industry.
- To provide agriculture-related programs and activities that will develop pride, responsibility, leadership, character, scholarship, citizenship, patriotism, and thrift, and which will improve the economic, environmental, recreational, and human resources of the community.
- To encourage and recognize achievement in supervised agricultural experience programs, scholarship, leadership, and other individual and group activities by providing awards to deserving members and chapters.

#### **Article V. Chapters**

5.1 Agriculture Education Chapters. The Association is the organization for students enrolled in agricultural education programs. It shall consist of chapters chartered by the Association and the National FFA.

5.2 Charter Requirements. Chapters of the Association shall be chartered only in schools where recognized systematic instruction in agricultural education is offered under the provisions of federal career-technical education legislation.

5.3 Local Chapters. Students enrolled in local agricultural education programs shall meet, organize and adopt a constitution and bylaws not in conflict with National FFA and Association Governing Documents, elect officers, set up a program of activities, and apply to the Executive Secretary for membership in the Association. Upon receipt of a charter from

the Association, the local shall be part of the Association and shall be empowered to enroll members and begin its programs and activities.

5.4 Collegiate Chapters. Collegiate chapters may be chartered by the Association in two- or four-year post-secondary institutions where agricultural courses are taught. Each chartered collegiate chapter may adopt a constitution and bylaws, which shall not conflict with that of the National FFA or Association Governing Documents, elect officers, and establish a program of activities. Collegiate chapter members shall pay state and national FFA dues.

5.5 Conditions for Good Standing. A local chapter shall be in good standing with the Association when the following conditions are met:

- All annual state and national dues have been paid to the Association or shown by postmark or other reliable evidence to have been mailed to the Association on or before the date set by the Association annually;
- All reports have been submitted to the Association as requested by the Ohio FFA Board of Trustees; and
- Provisions of the local FFA constitution and bylaws do not conflict with the National FFA or Association Governing Documents, and chapter activities are in harmony with the ideals and purposes of the National FFA and the Association.

5.6 Charter Suspension. The Board of Trustees shall have the power to suspend the charter of any chapter that violates the National FFA or Association Governing Documents. The Board of Trustees shall give written notice and the right to a hearing to any chapter that is a candidate for suspension before any determination on suspension is made. A report on all suspensions shall be presented to the delegates at the next succeeding Ohio FFA Convention (State Convention). In the event a chapter is not in good standing with the Association at the time of the opening of a State Convention, the delegates in session at that State Convention shall have the power, upon recommendation of the Board of Trustees, to withdraw the charter and refuse such chapter official representation at the State Convention. When such action is taken, the chapter in question and its members shall be denied the privileges of membership in the Association. Upon meeting the requirements for good standing, a chapter may be reinstated by action of the Association Board of Trustees.

5.7 Discontinuation of Agriculture Education Program. In the event a local department of agricultural education is discontinued, its chartered FFA chapter may officially operate for a period not to exceed three years (36 months) from the date of discontinuance, provided proper supervision is given by a person having the approval of the local school administrator and the Association's Supervisory Staff (as defined in Section 7.1.2). The chapter's charter must be surrendered to the Supervisory Staff at the end of the three-year period if a local department of agricultural education is not in operation in the school at that time.

5.8 Board to Set Charter Policies. The Board of Trustees, in its discretion, may adopt additional rules and policies related to the issuance and suspension of charters to chapters.

## **Article VI. Membership**

6.1 Membership Classes. Membership in the Association shall be of four classes: active, alumni, collegiate, and honorary.

6.2 Active Membership.

6.2.1 Local Program Involvement. To be eligible for active membership in a chartered FFA chapter, a student must be enrolled in a secondary Agricultural Education program. The Association considers secondary agricultural education programs to be grades 7-12. To become an active member and retain membership, a student must meet the following requirements:

- While in school, be enrolled in at least one agricultural education course during the school year and/or follow a planned course of study; either course must include a supervised agricultural experience program, the objective of which is preparation for an agricultural career;
- Show an interest in the affairs of the organization by attending meetings, striving for degrees of membership, and participating in other organized activities of the chapter;
- Pay all current state and national dues by the date determined by the chapter; and
- Display conduct consistent with the ideals and purposes of the Association and National FFA.

6.2.2 Time Limit on Active Membership. A member may retain active membership until November 30 following the fourth National FFA Convention after graduation from high school.

6.2.3 Toll for Service in Armed Forces, FFA International Program. A member in good standing at the time of induction into the armed forces of the United States of America or into the FFA international program shall be in good standing during the period of active service without further payment of dues or attendance at meetings. Time spent in the armed forces or FFA international program shall not be considered as elapsed time in determining the maximum period of four State Conventions following graduation from high school or leaving high school. Members using this waiver of service time for the purpose of maintaining active membership for application for advanced degrees of membership must resume active participation within six months after having been honorably discharged from military service or completing their FFA international program and indicate such a desire by paying dues and attending meetings. Members participating in a six-month armed services program or participating in the FFA International program for six months shall be eligible for one full year of extended membership.

6.2.4 Maximum Age. No individual may retain active membership beyond his or her twenty-third birthday.

6.2.5 Board to Set Policies. The Board of Trustees may, in its discretion, adopt additional rules and policies regulating membership eligibility.

6.2.6 Degrees of Membership. Five degrees of active membership are offered based upon individual achievement. These are the Discovery Degree, Greenhand FFA Degree, the Chapter FFA Degree, the State FFA Degree, and the American FFA Degree. The National FFA Organization sets the minimum qualifications for each degree, and the Association shall follow its requirements. The Association, in its discretion, may establish additional requirements above and beyond the national requirements.

6.3 Alumni Membership. Alumni membership is open to former active members, collegiate and honorary members, present and former professional agricultural educators, parents of FFA members, and others interested in and supportive of the FFA.

6.4 Collegiate Membership. Collegiate membership is open to students enrolled in agricultural courses or pursuing career objectives in the industry of agriculture at a two- or four-year post-secondary institution having a collegiate FFA chapter.

6.5 Honorary Membership. Farmers, school superintendents, principals, members of boards of education, chapter advisors, teachers, staff members in agricultural education, business people, and others who are helping advance agricultural education and the FFA and who have rendered outstanding service may be elected to honorary membership by a majority vote of the members present at any State Convention. Honorary membership is limited to the Honorary Chapter FFA Degree in the local chapters and Honorary State FFA Degree in the Association.

## **Article VII. Officers, Board of Officers**

### 7.1 Officers.

7.1.1 Student Officers. The elected student officers of the Association shall consist of president, vice president, secretary, treasurer, reporter, sentinel, and the area presidents. Their duties will be assigned by the Supervisory Staff.

7.1.2 State Advisor, Executive Secretary. In addition, the Association shall have two non-elected officers, (i) a State FFA Advisor (State Advisor), who shall be the assistant director of the ODE Agriculture Education Service, and (ii) an Executive Secretary, whom the State Advisor shall appoint from the ODE Agriculture Education Service Supervisory Staff, with the approval of the ODE Director of Career-Technical and Adult Education. Together, the State Advisor and Executive Secretary are referred to as Supervisory Staff.

7.2 Voting Procedure. The Association shall elect student officers annually by a majority vote of the delegates present at the State Convention. The procedure for election shall be determined by the Board of Trustees.

7.3 Officer Candidate Requirements. The student candidates for elected office shall be approved by their local advisors on a nomination form submitted to the Executive Secretary, hold the State FFA Degree, and be interviewed by the nominating committee. The Board of Trustees shall authorize additional nomination and election procedures.

7.4 Term Limits. A student officer shall serve a one-year term; provided, however, current officers may be elected to the office of president. Candidates must be active members who are juniors, seniors, or have just graduated from high school during the year in which the State Convention is held. With the exception of the current president, all student officers may run for the office of president.

7.5 Terms, Vacancies. Elected student officers shall serve from one State Convention through the next succeeding State Convention and shall not be re-elected, nor be eligible for election to another state office with the exception of seeking nomination for state president. In the event a State Convention is not held in any given year, the Board of Trustees shall make provisions for the appointment of officers for the next succeeding year. The president, with approval from the Governing Committee, may appoint a qualified member to fill any office that becomes vacant between State Conventions.

7.6 Duties of Supervisory Staff.

7.6.1 State Advisor. -- The State Advisor shall be a member of the Governing Committee; shall serve as chairperson of the Board of Trustees and as an ex-officio member of all committees, shall advise the Governing Committee and other committees on matters of policy; shall assist the Board of Trustees in conducting meetings and carrying out programs; be responsible for the financial assets of the Association, including the collection of state and national dues and keeping accurate records of receipts, deposits and disbursements, except as otherwise directed by the Board of Trustees; advise the officers, Board of Trustees, delegates and committees on matters of policy and assist the officers in conducting meetings and carrying out programs; present an annual financial report to the Board of Trustees, officers, and official delegates at the State Convention and supplementary reports as requested by the Governing Committee or Board of Trustees; pay out of the treasury such funds as are ordered paid by the executive committee; shall furnish the auditor with complete financial records for an annual audit; and furnish a suitable bond, the amount to be fixed by the Governing Committee annually.

7.6.2 Executive Secretary. The Executive Secretary shall: issue charters to local chapters as directed by the Board of Trustees; keep official records of Association membership and the Association's progress as directed by the Board of Trustees; review all reports from local chapters and inform the Board of Trustees of any proceedings that conflict with the provisions of the Governing Documents; provide for complete and accurate minutes of the meetings of the Board of Trustees, the Governing Committee, and any other Association committees, and provide copies to the Board of Trustees; keep a record of all Association elected officers and their terms of office and of all official State Convention delegates; arrange for the annual State Convention; perform such other duties as directed by the Board of Trustees or the State Advisor within ODE parameters; provide for the review of all applications for the American FFA Degree and submit the applications in turn to the Board of Trustees for approval; review all reports from the National FFA and disseminate information to local chapters; and oversee the operation of the Ohio FFA Center and recommend updates and improvements to the Board of Trustees for its review and consent. The State Advisor may shift duties between the State Advisor and Executive Secretary based upon ODE staffing levels and responsibilities.

7.8 Annual Membership Meeting. The annual meeting shall be the State Convention of member delegates, which shall be held at the time and place determined by the Board of Trustees.

**Article VIII. Board of Trustees**

8.1 Governing Body. The Board of Trustees shall be the governing body of the Association and its adult trustees shall be considered the Association’s members for purposes of votes required of members by Ohio Revised Code Chapter 1702, unless otherwise expressly excepted in this Code of Regulations for a vote of the student delegates. The Board of Trustees shall consist of the State Advisor, who shall serve as its chairperson; the Executive Secretary, who shall serve as its secretary; six elected student officers; a teacher educator; an industry representative; five teachers of agriculture, one from each of the five regions; a local school administrator; and a local agriculture education supervisor. The Board of Trustees shall determine the Association’s Districts and Regions and may, in its discretion, periodically adjust the boundaries and number of these areas based upon membership numbers.

8.2 Board Members. The Governing Committee (defined below) will appoint the local agricultural education supervisor, the teacher educator, the local school administrator, the industry representative, and the five teachers of agriculture. The terms of office and method of selection shall be as follows:

<u>Member</u>	<u>Length of Service</u>
Ohio FFA Advisor, Chairperson ( <i>ex officio</i> )	Continuous
Ohio FFA Executive Secretary, Secretary ( <i>ex officio</i> )	Continuous
Five Elected Student Officers ( <i>ex officio non-voting</i> )	Annually
State President	Annually
Local Agricultural Education Supervisor	3-year term
Local School Administrator	3-year term
Teacher Educator	3-year term
Industry Representative	3-year term
Five Agricultural Education Teachers	3-year term

Members shall serve until their successors are appointed or elected. In the event a position is vacated, the Governing Committee will appoint a replacement. Members may not serve consecutive terms. Partial terms will not be counted for purposes of term limits.

8.3 Board Meetings, Notice. The Board of Trustees shall meet at least twice each year at such times and places as it may determine. The Chairperson or President may call special meetings of the Board of Trustees. Written notice of all meetings shall be given by Authorized Communications Equipment to each trustee at least 5 days and not more than 60 days before the date set for the meeting. The notice shall state the time, place and, if a special meeting, the purpose. If the Chairperson or President determines an emergency exists, notice will be given at least one day prior to the meeting. The Board of Trustees may determine issues by telephone, conference call, written ballot, or by actions taken without a meeting in

writings signed by all the trustees. Any transmission by Authorized Communications Equipment is a signed writing for these purposes. The date on which the vote was sent shall be considered the date on which the writing is signed.

8.4 Authorized Communications Equipment. For the purposes of these Regulations, notices and ballots in writing may be sent by any Authorized Communications Equipment or by U.S. mail or courier service, postage prepaid. Authorized Communications Equipment is any equipment that provides a transmission, including but not limited to telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by and accurately reflects the intention of the members or directors involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with one another.

8.5 Waiver of Notice. Any trustee may, either before, at, or after a meeting, waive in writing any or all of the provisions of law or these Regulations as to notice of such meeting or any irregularity in the notice or arising in connection with the notice or the giving of the notice, and shall validate the proceedings of the meeting as fully as though all the requirements waived had been duly met in their respective cases. A trustee's attendance at a meeting, without objection as to notice, shall be considered a waiver of notice.

8.6 Quorum. A majority of the trustees constitute a quorum. Each trustee is entitled to one vote. In the event an elected student trustee is unable to attend a scheduled meeting, the elected alternate may serve at that meeting. The order of business shall be determined by the chairperson unless otherwise determined by a vote of trustees present in person and entitled to vote at the meeting. No voting by proxy is permitted.

8.7 Committees. The Board of Trustees may create any other committee of trustees to consist of the State Advisor, the Executive Secretary, and no fewer than three other trustees. Any committee shall serve at the pleasure of the Board of Trustees. A committee may act by a majority vote of its members. Any act or authorization of an act by any committee within authority delegated to it shall be as effective for all purposes of the act or authorization of the trustees. No notice of such a committee meeting shall be required. A meeting by any such committee may only be called by the chairperson.

8.8 No Compensation. Trustees shall not be entitled to receive compensation for services rendered; however, trustees may be entitled to reimbursement of expenses incurred in their roles as trustees.

8.9 Annual Report. The Board of Trustees shall present an annual report at the State Convention.

8.10 Governing Committee. The Board of Trustees shall appoint the Chairperson, the current President, the Executive Secretary, and two teachers of agriculture to serve as the Governing Committee. The Governing Committee shall have the power to deal with items of business of the Association between meetings of the Board of Trustees. All official actions of the Governing Committee shall be reported the Ohio FFA Board of Trustees.



## **Article IX. Dues**

9.1 Association Dues. The Board of Trustees shall submit its recommendation concerning dues to each local chapter at least 30 days prior to the State Convention. The delegates at the State Convention shall, by majority vote, establish annual membership dues of the Association.

9.2 Chapter Dues. The annual membership dues of a chapter shall be established by a majority vote of the members at a regular chapter meeting.

9.3 Membership Year. The membership year of the Association shall be from September 1 through August 31.

## **Article X. Finances**

10.1 Fiscal Year. The fiscal year shall be September 1 through August 31.

10.2 Inspection of Records. Books and records of the Association may be inspected by any member or member's agent and any trustee or trustee's agent at any reasonable time. Arrangement for inspection shall be made with the State Advisor.

10.3 Financial Review. The Supervisory Staff's annual financial report for the fiscal year shall be a compiled financial review certified by outside persons designated by the Board of Trustees and as may be required under the laws, regulations and policies of Ohio, the Ohio Department of Education, the U.S. Department of Education, and the National FFA.

## **Article XI. Indemnification**

11.1 General Indemnification.

11.1.1 The Association shall indemnify:

(a) Any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) because the person is or was a trustee, officer, or volunteer; and

(b) Any trustee, officer, or volunteer who serves or served at the request of the Association as a director, trustee, fiduciary, officer, employee, partner, joint venture, agent or volunteer of any other corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative.

11.1.2 The Association may indemnify:

(a) Any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) because he or she is or was an employee or agent of the Association; or

(b) Any employee or agent who serves or served at the request of the Association as a director, trustee, fiduciary, officer, employee, partner, joint venture, agent or volunteer of any other corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative.

The indemnification shall be for expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

11.2 Suits by the Association. The Association may indemnify any person who was or is a party or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor because the person is or was a trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of any other corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association.

No indemnification shall be made for:

(a) Any claim, issue or matter for which a person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court of common pleas, or the court in which the action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses as the court deems proper; or

(b) Any action or suit in which the only liability asserted against a Trustee or officer is pursuant to Section 1702.55 of the Ohio Revised Code, existing or as amended, alleging the Trustees and officers have personal liability to the Association because they voted for or assented to: (i) an asset distribution to members contrary to tax-exempt and Ohio law or the Articles; (ii) an asset distribution to persons other than creditors upon dissolution, winding up of affairs or otherwise, including the Ohio FFA Foundation, without first paying all known

obligations or providing for their payment; and (iii) loans made to insiders other than in the usual conduct of its affairs or in accordance with the Articles.

11.3 Indemnification for Expenses. To the extent a trustee, officer, employee, agent or volunteer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 11.1 and 11.2, including any action or suit brought against a Trustee under Section 1702.55 of the Ohio Revised Code, or in defense of any claim, issue or matter, the Association shall indemnify him or her against expenses (including reasonable attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

11.4 Determination Required. Any indemnification under Sections 11.1 and 11.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the Trustee, officer, employee, agent or volunteer is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Sections 11.1 and 11.2. The determination shall be made: (a) by the Board by a majority vote of a quorum consisting of Trustees who were not and are not parties to the action, suit or proceeding; (b) if a quorum is not attainable or if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney or a firm who has been retained by or who has performed services for the Association or any person to be indemnified within the past 5 years; or (c) by the court of common pleas or the court in which the action, suit or proceeding was brought.

If any action by or in the right of the Association is involved, any determination made by the disinterested Trustees or by the independent legal counsel under this section shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Association under Section 11.02. The person shall have the right, within ten (10) days after receipt of the notification, to petition the court to review the reasonableness of the determination.

11.5 Advances for Expenses.

(a) Expenses (including attorney's fees) incurred by a Trustee or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Sections 11.1 and 11.2, except where the only liability asserted against a Trustee is under Section 1702.55 of the Ohio Revised Code, shall be paid by the Association as the expenses are incurred, in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Trustee or volunteer. The Trustee or volunteer must agree to: (i) repay the amount if it is proven by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Association or undertaken with reckless disregard for the best interests of the Association; and (ii) reasonably cooperate with the Association concerning the action, suit, or proceeding.

(b) Expenses (including reasonable attorney's fees) incurred by a Trustee, officer, employee, agent or volunteer in defending any action, suit, or proceeding referred to in Sections 11.1 and 11.2, including any action or suit brought against a Trustee under Section

1702.55 of the Ohio Revised Code, may be paid by the Association as they are incurred in advance of the final disposition of the action, suit, or proceeding as authorized by the Trustees in the specific case upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, agent or volunteer to repay such amount, if it is ultimately determined that he or she is not entitled to be indemnified by the Association.

11.6 Indemnification Not Exclusive. The indemnification authorized by this Article XI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles of Incorporation, common law, the non-profit corporation statute of Ohio, this Code or any agreement, vote of Members or disinterested Trustees, or otherwise, as to action in his or her official capacity and as to action in another capacity while holding the office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of the person.

11.7 Insurance. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf of or for any person who is listed in Sections 11.1 and 11.2, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status related to the Association, whether or not the Association would have the power to indemnify him or her against the liability under the provisions of this Article XI. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

11.8 Sections 11.1 and 11.2. The authority of the Association to indemnify persons under sections 11.1 and 11.2 does not limit the payment of expenses as they are incurred, indemnification, insurance, or other protection that may be provided under any other sections of this Article XI. Sections 11.1 and 11.2 do not create any obligation to repay or return payments made by the Association under any other section of Article XI.

11.9 Definition of "Association" and "Volunteer". As used in this Article XI, references to "the Association" include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of the constituent corporation, or is or was serving at the request of such constituent corporation as described in 11.1(b), shall stand in the same position under the provisions of this Article with respect to the new or surviving corporation as he or she would if he or she had served the new or surviving corporation in the same capacity. As used in this Article, references to a "volunteer" include any person defined as a "volunteer" with respect to the Association under section 1702.01 of the Ohio Revised Code.

## **Article XII. Merger, Consolidation, Sale of Substantially All Assets**

The Board of Trustees (or, if so delegated by the Board of Trustees, the Governing Committee) may engage in discussions with other Ohio or out-of-state, tax-exempt organizations with similar purposes and objectives for combining their efforts and organizations, if it deems such discussions to be in the best interests of the Association. Any Board recommendation to merge, consolidate, or sell substantially all of the Association's

assets must be approved by a majority of the adult members of the Board of Trustees, voting as members pursuant to Section 8.1, above, at a legally called meeting.

### **Article XIII. Dissolution**

13.1 Voluntary Dissolution. The Association may be dissolved voluntarily by an affirmative majority vote of the adult members of the Board of Trustees present at a duly called meeting, as adult members are defined in Section 8.1, above.

13.2 Winding Up. Upon dissolution of the Association, assets shall be distributed for one or more exempt purposes according to the Articles of Incorporation and within the meaning of Sections 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the court of Common Pleas of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations as the Court shall determine.

### **Article XIV. Amendments**

14.1 Board of Trustee Amendments to Regulations. The adult members of the Board of Trustees may propose and adopt amendments to the Code of Regulations by majority vote of such Trustees present at a duly called meeting . Notice of any amendments shall be sent to the local chapters.

14.2 Amendments Consistent with Governing Documents. Amendments to the Association's Code of Regulations must not conflict with the National FFA Governing Documents or the Association's Articles of Incorporation.

14.3 Amendments to Articles of Incorporation. Any amendment to the Articles of Incorporation shall require a two-thirds vote of the adult members of the Board of Trustees present at a duly called meeting.

### **Article XV. Parliamentary Authority**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with this Code of Regulations, any special rules of order the Association may adopt, and any statutes applicable to this Association that supersede or take precedence over these Regulations.