

**AMENDED AND RESTATED BY-LAWS  
OF THE  
NATIONAL ALLIANCE OF INDEPENDENT CROP CONSULTANTS, INC.  
(effective January 27, 2023)**

**ARTICLE ONE: Name and Location**

Section 1: The name of the organization shall be the National Alliance of Independent Crop Consultants, Inc., hereinafter referred to as "the Alliance".

Section 2: The principal office of the Alliance shall be located at 700 Wood Duck Drive, Vonore, TN. The Alliance may have other such offices as may from time to time be designated by the Executive Board.

**ARTICLE TWO: Objectives**

Section 1: The mission of the Alliance is to unify and support independent agricultural consultants, researchers, and quality assurance professionals (hereafter referred to as "members") and to provide a forum for information exchange within the agricultural community.

Section 2: The purpose of the Alliance is: (a) to promote, **support and enhance** the professions of **our members**, (b) to encourage and assist **members in accessing** current information concerning crop management principles and techniques, (c) to encourage and participate in research on crop management techniques, (d) to encourage and assist contract researchers and quality assurance personnel to stay current with research **methodologies** including Good Laboratory Practice Standards, (e) to support agricultural producers in the production of their crops by the most economical means using methods that will least adversely affect the environment, (f) to distinguish for the public the difference between professional consultants employed for a fee, and those consultants that may have a conflict of interest in giving advice on crop management, (g) to assist in the formulation of national policies relating to agricultural production, (h) to assist in the formulation of future crop management philosophies, and (i) to provide a mechanism for certification of crop consultants and contract researchers.

**ARTICLE THREE: Membership**

Section 1: Voting Member is an individual who: (a) is an independent crop consultant/contract researcher/quality assurance professional involved in the agricultural industry providing recommendations and/or technical data for a fee that is itemized and billed to clients; and who receives no compensation from a client's purchase of products based on those recommendations and/or data, and if compensated as an employee, whose compensation is not subsidized or supplemented by any portion of the employer's revenue which is derived from the sale of products. Products are defined as including, but not limited to: inorganic or organic soil amendments; seed or plant materials; non-food products; commercially available equipment, machinery, or implements; chemical or biological pest control inputs and/or animal feed or medicinal products; and (b) possesses a four-year college degree in an appropriate field of study (or has attained ten years or more of experience as an independent crop consultant or contract researcher or quality assurance professional involved in the agricultural industry); and (c) has had a minimum of four years of experience as an independent crop consultant/contract researcher/quality assurance professional, one year of which may be substituted by a Masters degree or two years by a Ph.D. degree; or six years of non-consulting experience in an appropriate field may be substituted for two years experience as an independent crop consultant/contract researcher/quality assurance professional; and (d) has provided references of individuals or other entities for whom the candidate has personally provided services; and (e) has agreed with the objectives of the Alliance; and (f) has agreed in writing to conform to the Code of Ethics of the Alliance.

Section 2: Associate Member is an individual who: (a) possesses a four-year college degree in an appropriate field of study (or has attained ten or more years of experience as a crop consultant /contract researcher/**quality assurance professional**); and (b) has had a minimum of four years of experience, one year of which may be substituted by a Masters degree or two years by a Ph.D. degree; or six years of non-consulting experience in an appropriate field may

be substituted for two years experience as a crop consultant/contract researcher/**quality assurance professional**, or (c) whose service on the staff of a public institution or agency preclude Voting Membership.

Section 3: Provisional Member is any individual who wishes to support the mission and goals of the Alliance. It is possible, though not necessary, to move to other membership categories when specific requirements are satisfied.

Section 4: Student Member is an individual enrolled in an academic training program.

Section 5: Retired Member is an individual who is retired and previously held Voting, Provisional, Associate, or Additional Sustaining Member status in the Alliance for at least three years.

Section 6: Honorary Member is an individual who has compiled a distinguished record of exemplary service to the agricultural profession, but whose eligibility for Honorary member status is contingent on recommendation by the Membership Recruitment Retention and Rules Committee, following receipt of a written nomination by a Voting member and approval of the Executive Board.

Section 7: Sustaining Member is any for-profit firm or association, or individual that wishes to encourage and support the goals and activities of the Alliance.

Section 8: Cooperative Member is any not-for-profit association that wishes to encourage and support the goals and activities of the Alliance.

Section 9: State Affiliate Member is any state and/or regional crop consultants association that wishes to encourage and support the goals and activities of the Alliance.

Section 10: All members are entitled to all the rights and privileges of the Alliance, except only members included under Article Three, Section 1 (One) are entitled to exercise the right to vote by ballot and/or at annual and special meetings of the membership of the Alliance; and to the right to hold any position of Officer or Director, except, and as further provided herein, one position as Director shall be occupied by a member not included in Article Three, Section 1 (One). Notwithstanding the foregoing, and as further provided herein, any member participating in the activities of any committee of the Alliance shall have the right to vote on any measures or issues which may be placed before such a committee, provided that the authority of the committee is as hereinafter provided.

Section 11: Meetings of the membership of the Alliance shall be held at least once annually, and additional meetings may also be called by the Executive Board. Notice of any meeting of the Alliance shall be sent or caused to be sent by the Secretary to all members at least 30 days prior to such meeting. A quorum shall be established when 20% of the voting members registered for the meeting are present at the business meeting for the transaction of business of the Alliance, and a vote of the majority of Voting Members present at any such meeting shall be sufficient to pass or reject any measure properly proposed, except for the transaction of business that may require a different quorum or majority by statute, by the Articles of Incorporation, or by these By-laws.

#### **ARTICLE FOUR: Executive Board**

Section 1: The Executive Board shall be composed of the elective Officers and Directors; and shall consist of the following Officers: President, President-Elect, Secretary, Treasurer, Past President, and five (5) Directors.

Section 2: Following nomination by the Nominating committee, election of Officers and Directors shall be held annually, at least one month prior to the annual meeting, by majority vote of ballots to all Voting Members of the Alliance.

Section 3: Officers and Directors shall not be compensated for services rendered to the Alliance, but may receive a reasonable reimbursement, as approved by the Executive Board, for travel, lodging, meals, and incidental expenses incurred when acting in the furtherance of the Alliance's affairs.

Section 4: If an Officer or Director becomes unable to serve for any reason, his or her membership on the Executive Board shall thereupon terminate. Except as otherwise provided herein, any Officer or Director appointed to fill a vacancy shall serve only for the unexpired term being filled, but may thereafter be elected as herein provided.

Resignation of an Officer or Director shall become effective upon receipt of written notice to the Secretary of the Alliance. Except President and President-Elect, any Officer or Director failing to complete a term shall be replaced by appointment by the Executive Board. Should the President fail to complete the term of office, the President-Elect shall immediately fill the office of President and complete the unexpired term, as well as the upcoming term as President. Should the offices of President and President-Elect be vacant simultaneously, the Executive Board shall elect by majority vote from its remaining eligible Officers and Directors a President to serve until the next annual election by the Voting Members electing both a President and a President-Elect.

Section 5: Any Officer or Director may be removed with or without cause: (a) by a majority of the Voting members present, at any annual or special meeting of the membership of the Alliance provided that the Secretary of the Alliance has delivered or caused to be delivered written notice of such proposed removal to any Officer or Director whose removal is proposed, at least forty-five (45) days in advance of any meeting where such action may be presented, and furthermore, if removal is effected at such meeting of the Voting Members, the vacancy(s) created thereby shall be filled by the Voting Members at the same meeting; or (b) by a majority vote of all the Voting Members **by ballot** in which at least 30% of all Voting members return ballots. Any vote of removal must specifically state each Officer or Director whose removal is proposed, and a separate vote for each is required. Any Officer or Director removed from office shall turn over to the Executive Board within 72 hours any and all records of the Alliance in his or her possession.

Section 6: The Executive Board shall hold at least three (3) meetings per year at a time and place as it may designate. The Executive Board may hold other additional meetings as it from time to time deems appropriate. Notice of meetings of the Executive Board shall be delivered or caused to be delivered to each Officer and Director by the Secretary of the Alliance at least seven (7) days prior to the time fixed for the meeting; provided, however, that nothing herein shall be construed to prevent the Officers and Directors from waiving, in writing, notice of any meeting. Any Officer or Director who attends an Executive Board meeting without having received notice shall be deemed to have waived the notice requirement, except where an Officer or Director participates in the meeting for the express purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully called or convened.

Section 7: A majority of the Officers and Directors present at any duly called meeting of the Executive Board shall constitute a quorum for the transaction of business; and a vote of a majority of the Officers and Directors present at any such meeting shall be sufficient to pass or reject any measure of business proposed at the meeting, except for those matters for which a different vote may be specifically prescribed by law, by the Articles of Incorporation, or these By-laws. Under no circumstances shall any Officer and Director have more than one vote. The Executive Board may participate in and hold meetings by means of conference telephone calls or similar appropriate communications equipment, provided that all Officers and Directors participating in the meeting can hear and communicate with each other. Under no circumstances shall members of the Executive Board vote by proxy. All individual votes of dissent shall be recorded in the minutes of the meeting, or otherwise filed with the record of proceedings of the Executive Board.

Section 8: Notwithstanding the foregoing provisions pertaining to meetings, any action required or permitted to be taken at any Executive Board meeting may be taken by unanimous written consent signed by all of the Officers and Directors, and filed with the record of proceedings of the Executive Board. Similarly, documents or records, including signatures of Officers or Directors, agents, contractors, and employees, when recorded, reproduced, or transmitted by telephonic facsimile or other communications equipment, shall be deemed as valid and acceptable in the furtherance of the Alliance's activities and business affairs.

#### **ARTICLE FIVE: Powers of the Executive Board**

Section 1: Except as otherwise provided by law, the Executive Board shall have general supervision and control of the conduct, business and affairs of the Alliance, shall make all decisions incident thereto, and shall prescribe such operating and working conditions as, in their judgment, is deemed expedient and appropriate. It is hereby expressly prescribed that the powers stated herein, and hereafter, are illustrative and not itemized by way of limitation. It is the intention of this Article to grant to the Executive Board the powers, and to impose upon them the obligations, which may be necessary or appropriate to carry out the affairs of the Alliance, to do all and every act necessary to enable the Alliance to efficiently operate, and to effectuate the purposes for which the Alliance is formed, provided that such supervision and control shall not be inconsistent with or contravene the provisions and intent of Section 501(c)(6) of the Internal Revenue Service Code as is now promulgated or may be changed, amended or altered in the future. It is further the intention of this Article strictly to forbid, under any circumstances, the Executive Board to engage in any activities in which any part of the Alliance's net earnings inures to the benefit of any private individual.

Section 2: The Executive Board shall have the power to engage, employ and/or dismiss, or to authorize the engagement, employment and/or dismissal, of such contractors, managers, agents, and employees as they may deem advisable or necessary; to fix their compensation; to prescribe their duties, hours of employment and general working conditions; and to delegate to them such authority, as in the opinion of the Executive Board, is necessary to enable them to best serve the interests of the Alliance.

Section 3: The Executive Board shall have the power to appoint committee(s) of the Executive Board to facilitate the activities and business of the Alliance, provided that such committee(s) shall not have or exercise authority or power in excess of or in contradiction to the authority of the Executive Board as herein provided, or the Articles of Incorporation, or these By-laws.

Section 4: The Executive Board may authorize the purchase of insurance on behalf of any person who is or was a director, officer, employee or agent of the Alliance, or who was serving at the request of the Alliance as a director, officer, employee or agent of another corporation or any other enterprise against any liability asserted against or incurred by him or her in any such capacity, or which arises out of such person's status as a director, officer, employee or agent whether or not the Alliance would have the power to indemnify such person against that liability under law. In no case, however, shall the Alliance indemnify, reimburse or insure any person for certain taxes imposed on such individual, as provided by state or federal law.

Section 5: The Alliance may indemnify any person, his or her executor, administrator or heirs who has or is serving as a director, officer or other employee of the Alliance against expenses actually and reasonably incurred by such person in connection with the defense of any legal action, to the extent permitted by law, upon determination by the Executive Board that the indemnification is proper in each specific case. The right of indemnification shall not be exclusive of any other rights to which the persons as aforesaid shall be entitled to as a matter of law.

Section 6: The Executive Board shall have the power to select one or more banks to act as depositories of the funds of the Alliance; to determine the manner of receiving, depositing and disbursing the funds of the Alliance; and to prescribe the method of endorsing and executing checks, drafts, and other orders for payment of funds, and to determine the person or persons authorized to sign and countersign same. The Executive Board shall specifically have the authority to change, repeal, revise and amend such means and methods at will and without notice, as they deem appropriate.

Section 7: The Executive Board shall be authorized to: (a) set the amount and time of receipt of annual membership dues to the Alliance; (b) select the time and place of the annual meeting of the **membership**, no more than five (5) years prior to the annual meeting; (c) as it may from time to time deem appropriate, establish membership agreements respective to individuals who are members in good standing of organizations holding State-Affiliate membership in the Alliance; (d) fill vacancies on the Executive Board as provided herein.

## **ARTICLE SIX: Officers**

Section 1: Except as otherwise provided herein, Officers and Directors shall assume office at the annual meeting of the membership of the Alliance. Any vacancy of Officer or Director shall be filled as provided in Article Four, Section 4.

Section 2: The President shall preside at all meetings of the membership and the Executive Board; have general supervision over the affairs of the Alliance; call special meetings of the Executive Board; perform all acts and duties usually performed by an executive and presiding officer; serve on, and be considered as an ex officio member of all committees of the Executive Board; and sign documents as are authorized by the Executive Board. The President shall vote at meetings of the Executive Board only when such vote is needed to break a tie. The President shall serve a one year term followed by a one year term as Past-President.

Section 3: In the event of the temporary absence or temporary inability of the President, the President-Elect shall perform the duties of the President. The President-Elect shall serve a one year term followed by a one year term as President, and then a one year term as Past-President.

Section 4: The Secretary shall keep or cause to be kept an accurate record of the proceedings of all meetings of the Executive Board and meetings of the membership of the Alliance; shall keep the corporate seal, if there is one, and affix it to all documents requiring same; shall be responsible for the service of all notices required by law, the Articles of Incorporation, and these By-laws; and shall be responsible for all returns and reports required of the Alliance by

law, and shall perform all other such duties as may be required by the Executive Board. Upon the election of a new Secretary, he or she shall deliver or cause to be delivered all records, books, documents, and all other such properties belonging to the Alliance to successor of the office. The Secretary shall serve a one year term, but may be nominated and elected to more than one term consecutively.

Section 5: The Treasurer shall have custody of, and be responsible for, all funds of the Alliance; keep or cause to be kept complete and accurate records of receipts and disbursements of the Alliance according to generally accepted accounting practices; and deposit all funds in the name and to the credit of the Alliance. When required by the Executive Board, the Treasurer shall render statements of account, and permit the Executive Board or its designee to examine the financial records, accounts, and instruments of the Alliance. The Treasurer shall serve a two year term, but may be nominated and elected to a maximum of two consecutive terms as Treasurer (four consecutive year limit as Treasurer.) The Treasurer may be nominated and re-elected after any absence from the Executive Board of one year or more.

Section 6: The Directors shall serve two year terms, with two Directors being alternately elected each year, and the position of Director occupied by a member not included in Article Three, Section 1 (One), being elected in years alternate with the election of Treasurer. Directors may be nominated and elected to more than one consecutive two year term.

Section 7: Notwithstanding the foregoing, the Executive Board shall have authority to expand, modify, restrict and re-define the powers and duties of any officer as they may from time to time see fit. Similarly, any other offices created and filled by the Executive Board shall have authority and perform such duties as the Executive Board may prescribe.

#### **ARTICLE SEVEN: Committees**

Section 1: The President, acting on behalf of the Executive Board, shall appoint or cause to be appointed Standing committees and other such committees as the Executive Board may from time to time deem appropriate. Persons appointed to committees must be members in good standing of the Alliance.

Section 2: The Standing Committees of the Alliance shall be: the Membership Recruitment, Retention and Rules Committee, the Grievance and Ethics Committee, the Nominating Committee, the Certification Board, and the Administrative Services Evaluation Committee. The operation and conduct of the Standing Committees and other committees of the Alliance shall follow the Official Policy and Procedures Manual of the Alliance.

Section 3: The Membership Recruitment, Retention and Rules Committee shall: (a) consist of one of the five Directors, and a minimum of three other appointed members; and (b) assist in the recruitment of members.

Section 4: The Grievance and Ethics Committee shall: (a) consist of one of the five directors and a minimum of three other appointed members; and (b) review any grievances one member may file against a fellow member; and (c) when necessary, submit to the Executive Board, for approval or rejection, any recommendation for membership reclassification or cancellation, and (d) periodically review the Code of Ethics of the Alliance, and (e) implement a grievance procedure.

Section 5: The Nominating Committee shall: (a) consist of the Past President, acting as chair of the committee, the President-Elect and a minimum of two other previous Presidents of the Alliance, and a minimum of two other members from each of two geographic areas of the United States described as being separated by the Mississippi River, each having been nominated and elected from the floor at the most recent annual meeting of the Alliance, and (b) submit for the vote of the Voting membership, as provided herein, a minimum of two candidates for each Executive Board position to be filled.

Section 6: The Administrative Services Evaluation Committee shall: (a) consist of a minimum of any two members of the Executive Board and a minimum of two other appointed members; and (b) conduct an annual evaluation of the performance of the entity(s), individual(s), or contractor(s) retained by the Executive Board to provide administrative services to the Alliance; and (c) negotiate and, upon approval of the Executive Board, execute appropriate written agreement(s) or contract(s) for such services.

Section 7: The Certification Board, upon approval of the Executive Board shall: (a) administer or cause to be administered the Certification program of the Alliance; and (b) shall consist of at least five certified members of the

Alliance, and the Past-President shall be an ex-officio member; and (c) except for the Past-President, assume terms of three years as the initial terms expire, and may be reappointed, but not to exceed a second consecutive term.

**ARTICLE EIGHT: By-laws Subject to Articles of Incorporation**

Section 1: These Amended and Restated By-laws, effective November 28, 2003, consolidate, restate, and amend the Constitution of the National Alliance of Independent Crop Consultants, Inc., as revised November 2, 1993 and the By-laws of the National Alliance of Independent Crop Consultants, Inc., as revised December 20, 2002, and the provisions of these Amended and Restated By-laws shall govern and control in the event of any conflict in the terms hereof and the terms of the Constitution of the National Alliance of Independent Crop Consultants, Inc., as revised November 2, 1992 and the By-laws of the National Alliance of Independent Crop Consultants, Inc., as revised November 11, 1991. The Articles of Incorporation shall be amended consistent with the terms and provisions of these Amended and Restated By-laws whereupon these Amended and Restated By-laws shall be subject and inferior to the Articles of Incorporation, as amended, and in the event of any conflict between these Amended and Restated By-laws and said Articles of Incorporation, as amended, the Articles of Incorporation as amended shall control and remain unaffected hereby.

**ARTICLE NINE: Fiscal Year**

Section 1: The fiscal year of the Alliance shall begin on January 1 and conclude December 31.

**ARTICLE TEN: Amendment of By-laws**

Section 1: Amendments of the By-laws may be proposed in writing by the Executive Board or any ten (10) or more Voting members.

Section 2: These By-laws may be altered or amended; (a) by two-thirds majority vote of the Voting Members present at any duly called annual meeting of the Alliance, convened at least 21 days after distribution of proposed amendments to all Voting Members, or (b) by majority vote **by ballot**, distributed to all Voting Members at least 30 days prior to the deadline for return of ballots, in which at least 30% of all eligible Voting Members return ballots.

**ARTICLE ELEVEN: Dissolution**

Section 1: In the event of, and upon the dissolution of the Alliance, the Executive Board shall select an organization(s) to receive transfer of the Alliance's assets and funds remaining after payment of all debts and liabilities of the Alliance, provided that such recipient organization(s) is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Service Code as is now promulgated or may be changed, amended or altered in the future. Such dissolution shall also conform with all provisions of applicable state laws.

I, the undersigned Secretary of the National Alliance of Independent Crop Consultants, do hereby certify that the above stated revised By-laws were adopted by majority vote of those members eligible and voting as provided by the Articles of Incorporation and these By-laws, on the 21 day of July.

  
Laurie Bennett