

# **BY LAWS**

## **ARTICLE I**

### **1. NAME**

**1.1** The name of this organization shall be the HTE User's Group, Inc. hereinafter called "HUG", an organization independent of SunGard HTE Inc.

**1.2** The principal office for its transaction of business shall be at a site determined by the Board of Directors. All correspondence relating to the corporation shall be directed to:

HTE Users Group, Inc.  
P. O Box 550445  
Tampa, FL 33655-0445

**1.3** The Board of Directors is hereby granted full power and authority to change the principal office to another location. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws.

## **ARTICLE II**

### **2. STATEMENT OF PURPOSE/MISSION**

#### **2.1 Purpose**

(a) The corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code including, to the extent permitted by Section 501(c)(3), the advancement of the effective and efficient utilization of software application packages procured by the members of the corporation from SunGard HTE Inc.

#### **2.2 Mission**

(a) To promote free and open communication among HUG members.

(b) To act as the forum for suggestions relating to revisions and enhancements of SunGard HTE Inc. application software packages, and development of new products.

(c) To promote coordination and cost sharing among HUG members.

## **ARTICLE III**

### **3. FISCAL YEAR**

**3.1** The fiscal year shall be August 1 through July 31.

## **ARTICLE IV**

### **4. MEMBERSHIP**

**4.1** A member of HUG is a governmental entity or other organization that:

(a) Has acquired a license to use the current version of the SunGard HTE Inc. products on one or more computer systems at said organization.

(b) Is participating in the annual maintenance of this software.

(c) Has paid applicable membership dues. Membership in HUG is by entity and is due and payable annually on a calendar year basis.

**4.2** Membership in HUG shall terminate whenever the conditions specified in Article IV, Section 4.1 are no longer met or at the member's request.

**4.3** The annual membership dues will be established at each annual Board of Director's meeting.

## **ARTICLE V**

### **5. ADVISORS**

**5.1** Representatives of SunGard HTE Inc. may be asked by the Board of Directors to serve as advisors to HUG and to participate in specific meetings or activities.

**5.2** All decisions related to HUG operations and activities are made solely by the duly elected Board of Directors.

**5.3** The HUG Board of Directors as needed may appoint individuals to serve as advisors to HUG and to participate in specific meetings or activities.

- a) Advisors have no Board voting rights.
- b) Advisors may be asked to attend official HUG Board of Directors meetings.
- c) Advisors shall be reimbursed for reasonable expenses related to HUG business and activities. They may also receive a waiver of International Conference fees if their organization is an active HUG member.

## **ARTICLE VI**

### **6. OFFICERS**

**6.1** The elected officers of HUG shall be the Board of Directors. It shall consist of a President, President Elect, Treasurer, Secretary, Past President and Past Treasurer and one Member-at-Large. The newly elected Board of Directors shall appoint the Member-at-Large prior to the annual Board of Director's meeting.

**6.2** The members of the Board of Directors shall be employees of a member organization.

**6.3** There may be only one member of the Board of Directors from any one member organization.

**6.4** The outgoing officers shall transfer permanent records of the Board of Directors to their successors within 60 days of the end of their term or no later than the annual Board of Director's meeting.

**6.5** The members of the Board of Directors shall be reimbursed for reasonable expenses related to HUG business and activities. They shall also receive a waiver of Annual Conference fees.

**6.6** Vacancies on the Board of Directors shall be filled in the following order: President by President Elect; President Elect by consenting current positions on the Board; all other vacancies by appointment of the President with approval of the Board of Directors.

**6.7** The Board of Directors shall have general administrative authority and such power as set forth in these Bylaws or otherwise granted by vote of HUG. The Board of Directors shall transact such business and establish such policy as may be necessary between and during regular HUG meetings.

**6.8** Each Board of Director's position shall be limited to two (2) complete consecutive terms.

**6.9** No person may concurrently serve on the National HUG Board of Directors and on a Regional HUG Board of Directors. If a member of a Regional HUG Board of Directors is elected or appointed to the National HUG Board of Directors, that person must resign their position on the Regional Board prior to assuming their duties on the National Board.

## **ARTICLE VII**

### **7. DUTIES OF OFFICERS**

#### **7.1 President**

- (a) Preside at all meetings of HUG and meetings of the Board of Directors.
- (b) Appoint special committees/representation as necessary, with the approval of members of the Board of Directors.
- (c) Have general supervision of HUG activities.
- (d) Perform other duties as may be required.
- (e) Term of Office - 1 year or until next annual election.
- (f) Assume the office of Past President in the year immediately following the Presidency.

#### **7.2 President Elect**

- (a) Preside in the absence of, or at the request of, the President.
- (b) Assume the office of President if a vacancy occurs.
- (c) Perform other duties as may be required.
- (d) Term of Office - 1 year or until next annual election.
- (e) Assume the office of the President in the year immediately following the term of President Elect.

#### **7.3 Treasurer**

- (a) Collect all money due to HUG and keep an accurate record.
- (b) Deposit in the HUG bank account all monies received from fees or other sources.

- (c) Keep an accurate and adequate record of all financial transactions of HUG.
- (d) File any necessary tax returns.
- (e) At the expense of HUG, be a custodian under bond of all monies belonging to the organization and for the proper performance of the Treasurer duties.
- (f) Make a financial report at Board meetings and at HUG Annual Meeting.
- (g) Arrange for and actively participate in the annual audit, working with the contract auditor, Financial Services and other Board members as needed.
- (h) In order to avoid an internal control deficiency and maintain an unqualified audit opinion, the Treasurer shall demonstrate sufficient skills, knowledge and experience to review and understand the financial statements and footnote disclosures prepared by the independent external auditor, thereby determining accurate presentation of the organization's financial position.
- (i) Perform other duties as may be required.
- (j) Term of Office - 2 fiscal years following election (i) Assume the office of Past Treasurer the year immediately following the completion of the term as Treasurer.

#### **7.4 Secretary**

- (a) Keep an accurate record of all meetings and actions taken at all meetings of HUG and Board of Directors.
- (b) Conduct correspondence for HUG as necessary.
- (c) Perform other duties as may be required.
- (d) Term of Office – 1 year (June 2004 –June 2005); 2 year term begins June 2005 or until next annual election.

#### **7.5 Past President, Past Treasurer, Past Secretary and Member-at-Large**

- (a) Participate in meetings of HUG and Board of Directors.
- (b) Perform other duties as may be required.
- (c) Term of Office - 1 year or until next annual election. (Past Secretary position is effective thru HUG Conference 2006 only).

### **ARTICLE VIII**

#### **8. MEETINGS**

**8.1** A general meeting of HUG shall be held annually, during the second quarter of each calendar year. Notification of the time and place of the meeting shall be communicated to the members at least four weeks in advance.

**8.2** Meetings shall be conducted in accordance with these Bylaws, Robert's Rules of Order, and policies established by HUG.

**8.3** Meetings of the Board of Directors shall be at the call of the President or by any two members of the Board of Directors.

## **ARTICLE IX**

### **9. ELECTIONS**

**9.1** Election of Officers shall be conducted once each calendar year during the annual general meeting of HUG.

**9.2** Elections shall be by ballot except when there is only one nominee for an office, at which time the vote for that office may be by voice. It shall require a majority vote of those eligible members attending the voting during the annual general meeting to elect an officer. If a candidate does not receive a majority vote, balloting shall continue among those members present at the annual general meeting until one receives a majority.

**9.3** The Officers shall assume office immediately following the end of conference at which they were elected with exception of Treasurer whose term is based on a fiscal year.

## **ARTICLE X**

### **10. QUORUM**

**10.1** The quorum for the annual general business meeting shall be those present at any meeting, as defined in Article VIII, Section 8.1 but not less than 30 member organizations.

**10.2** The quorum for the Board of Directors shall be at least five members, one of whom shall be the President and/or President Elect.

**10.3** A quorum being present, all official business of HUG shall be a majority vote of those present and voting. Amendments to the Bylaws (Article XI, Section 11.3) and dissolution of the organization (Article XIV, Section 14.1) shall be by a two-thirds (2/3) vote of the votes cast of those present and voting. No proxy votes are allowed.

## **ARTICLE XI**

### **11. AMENDMENTS**

**11.1** Any member of HUG may propose an amendment to the Bylaws by submitting it in writing to the President of the Board of Directors at least twenty working days prior to the next annual meeting of HUG.

**11.2** The Board of Directors shall distribute to the membership a copy of the proposed amendment at the time of registration at the annual conference of HUG.

**11.3** A two-thirds (2/3) vote of those eligible members present and voting at the annual meeting of HUG shall be required to adopt a revision or amendment to the Bylaws.

## **ARTICLE XII**

### **12. REGIONAL USERS' GROUPS**

**12.1** The Board of Directors may, upon written request, approve the establishment of a Regional Users' Group (RUG) of HUG.

**12.2** A RUG may enact rules governing itself, elect officers, conduct business and hold meetings separately from HUG, and so long as they do not otherwise conflict with the Bylaws, policies or meetings of HUG.

**12.3** The Bylaws adopted by any RUG must be submitted to the HUG Secretary within 30 days after formation along with a list of officers. Such list shall be kept current.

**12.4** HUG and recognized Regional Users' Groups shall promote membership in each other's organization. To receive the benefits of a recognized Regional Users' Group, each participating member of the Regional Users' Group must be a HUG member.

**12.5** The Regional Users' Groups do not have a vote in the elections or business of HUG.

**12.6** The HUG Board of Directors may rescind approval of any RUG if their activities are in conflict with the best interests of HUG as determined by the HUG Board of Directors.

## **ARTICLE XIII**

### **13. CONTRACTING**

#### **13.1 General**

(a) The Board of Directors shall have the authority to contract for personal services to maintain or advance the best interests of the Corporation or to assist any officer(s) to carry out assigned duties. The Board shall not contract with any active member of this organization.

(b) Terms of each written contract, its purpose and anticipated cost shall be approved by a majority vote of the Board of Directors. Results obtained under each contract shall be reported to the membership at the next annual general meeting.

#### **13.2 Relationship**

(a) Any individual, partnership, or corporation under contract to the organization shall be without authority to financially obligate the members or officers of this organization in any manner except as directed by the Board of Directors. Each contractor shall serve the organization only within the limits set by and to the extent designated by the Board of Directors in the contract or by the official minutes of the Board of Directors and for the term designated by that Board.

## **ARTICLE XIV**

### **14. DISSOLUTION**

**14.1** HUG may be dissolved by a two-thirds vote of votes cast, provided that all members have received notice, in writing, at least twenty days prior to the meeting at which such dissolution is to be considered.

**14.2** In the event that it has not been possible to hold a general meeting within a period of eighteen consecutive calendar months, the Board of Directors may declare HUG dissolved.

**14.3** Any assets remaining after payment, or provision for payment, of all liabilities shall be donated by the Board of Directors to one or more organizations operated for charitable purposes.