

**BY-LAWS
OF THE
CONSORTIUM OF RESEARCH-INTENSIVE SCHOOLS OF HEALTH PROFESSION (CRISHP)**

**ARTICLE I
NAME AND PURPOSE**

- 1.1 The name of the **CORPORATION** is the **CONSORTIUM OF RESEARCH-INTENSIVE SCHOOLS OF HEALTH PROFESSIONS** which may be referred to in abbreviated form as the **CRISHP** and hereinafter designated as the **CONSORTIUM**.
- 1.2 The purpose of the **CONSORTIUM** is to provide a forum whereby members can come together to discuss matters of mutual interest for the advancement of research in member institutions and take such collective actions in the name of the **CONSORTIUM** as they deem in their interests.
- 1.3 The **CONSORTIUM** shall carry out its activities in such a manner as to be benevolent, educational, scientific, and without monetary profit to its organizers or member institutions.

**ARTICLE II
MEMBERSHIP**

- 2.1 **FULL MEMBERSHIP** in the **CONSORTIUM** shall be offered to research-intensive schools of health professions, represented by the Deans of each research-intensive school of health professions at an academic health center in the United States, the District of Columbia and U.S. territories. An academic health center is an institution of higher education that has an allopathic or osteopathic medical school and a health professions (allied health) unit (e.g., school, department, or division], and owns or is affiliated with at least one teaching hospital or health system.

The dean will be contacted by the **CONSORTIUM** chair to affirm interest in membership in the **CONSORTIUM**. If membership is desired and applied for, membership in the **CONSORTIUM** will be confirmed by simple majority vote of **CONSORTIUM** members after collective review of the application. Member agrees to and shall pay the annual membership fee as assessed.

- 2.2 **FRIEND OF THE CONSORSIUM MEMBERSHIP** may be conferred upon retired individuals who have been members of the **CONSORTIUM**. Criteria for friend of the consortium membership include but are not limited to:
 - a. Active membership for at least five years
 - b. Significant contributions to the **CONSORTIUM** and
 - c. Nominated by at least one current member and supported by at least another member.

All nominations must be reviewed by the Executive Committee of CRISHP. Nominations for friend membership will be referred to and recommended to the Full Membership by the Executive Committee. Such membership may be conferred by a two-thirds majority vote of the members present and voting at any meeting of the **CONSORTIUM** where a quorum is in attendance or by electronic ballot. Friend membership shall have the rights and privileges of membership except the right to vote or hold office.

ARTICLE III
OFFICERS

- 3.1 The officers of the **CONSORTIUM** shall be a Chair, a Secretary, and a Treasurer.
- 3.2 The Chair is the principal administrative officer of the **CONSORTIUM**. The Chair presides over all meetings and coordinates all activities which come under the auspices of the **CONSORTIUM**. The term of office of the Chair shall be three years. A Chair-elect shall be elected by the members of the **CONSORTIUM** for a one-year term, to be followed by a three-year term as President.
- 3.3 The Secretary is responsible for maintaining the official records of the **CONSORTIUM**. The Secretary shall cause to be made an accurate record of the proceedings of all meetings of the **CONSORTIUM**. The term of office for the Secretary shall be three years.
- 3.4 The Treasurer is responsible for the proper accounting of all monies and properties of the **CONSORTIUM**. The Treasurer shall submit an annual report to the **CONSORTIUM** during its annual meeting, which will detail the fiscal affairs of the **CONSORTIUM**. The term of office for the Treasurer shall be three years.
- 3.5 In the event of the resignation or incapacitation of the Chair, the duties of the Chair shall first be assigned to the Secretary and next to the Treasurer until such time as an election may be held.
- 3.6 Officers shall not serve for more than two consecutive full terms.
- 3.7 An Executive Director. The responsibilities of the Executive Director include but are not limited to the following and include other duties as may be requested by the Board of Directors or the President.
- Partner with the Board of Directors to craft organizational goals and develop strategies to ensure they are achieved.
 - Communicate regularly with the Board to keep them fully informed on the current state of CRISHP.
 - Prepare and review of Board agenda, Board books, and daily correspondence with members and liaisons.
 - Assist in the recruitment, selection, and orientation of members, officers, and committee members. Initiate and implement the development of organizational budgets, policies, and procedures.

ARTICLE IV
BOARD OF DIRECTORS

- 4.1 The Board of Directors of the **CONSORTIUM** shall be the officers plus two at-large members who shall be elected to serve two-year terms. One additional non-voting at-large member shall be a non-executive selected by the associate deans. One at-large member shall be elected every year.

ARTICLE V
ELECTIONS AND VOTING

- 5.1 The Chair shall appoint a nominating committee as needed from the membership in good standing. At least two members shall be appointed to each committee.
- 5.2 All elections required in these by-laws shall be held at the annual meeting of the **CONSORTIUM** (in-person or by electronic ballot).
- 5.3 In the event a meeting is not held, actions of the membership requiring voting may be conducted by electronic vote according to the following procedure. A motion may be made by any member. When seconded by another member, there will be up to a two-week period allowing electronic discussion by **CONSORTIUM** members. During this discussion period, objection to electronic consideration of any motion by any member shall refer the proposal to the agenda for the next face-to-face business meeting of the **CONSORTIUM**. With no objections to electronic consideration, a call to vote may be issued by any member following a period deemed appropriate for adequate discussion, or up to the two-week discussion period after the approved motion is made. The Chair will collect the electronic vote. A simple majority of all **CONSORTIUM** members who participated in the electronic vote, upon achieving a quorum, is required for passage of a motion.
- 5.4 Each full member of the **CONSORTIUM** in good standing shall be entitled to cast one vote for elections, motions and/or resolutions.

ARTICLE VI
MEETINGS/QUORUM

- 6.1 Meetings of the **CONSORTIUM** in addition to the annual meeting shall be called by the Chair in consultation with the membership. The Chair shall prepare an agenda for each meeting of the **CONSORTIUM**.
- 6.2 A quorum shall be the attendance of one-half of the full members. Action may be taken in the name of the **CONSORTIUM** by a majority vote at any meeting when a quorum is present.

ARTICLE VII
AMENDMENTS

- 7.1 These by-laws may be amended by a majority vote at any meeting of the **CONSORTIUM** where a quorum is present and voting or, in the event a meeting is not held, by electronic vote.

Date of Last Revision: April 30, 2024

FINANCIAL GUIDELINES

Financial expenditures will be generally authorized by the **CONSORTIUM** members during scheduled meetings. Such authorization will appear in the written meeting minutes. When financial expenditures must be made between meetings, the **CONSORTIUM** Chair is authorized to approve such expenditures.

No financial authorization can exceed existing resources.

The **CONSORTIUM** Chair will initiate all expenditures, presenting the rationale and amount of expenditures in written form during scheduled **CONSORTIUM** meetings.

Expenditures up to \$500 can be approved by the **CONSORTIUM** Chair as described above.

Expenditures in excess of \$500 to one payee must be approved by **CONSORTIUM** members during scheduled meetings as described above or by the Executives between meetings.

After approval has been provided, all checks not exceeding \$750 will be signed by the Treasurer. Those exceeding \$750 will be signed by both the **CONSORTIUM** Chair and the Treasurer, except in the case of checks written to reimburse host institutions for expenses incurred in sponsoring **CONSORTIUM** meetings; in this case only one signature is required for amounts up to \$3,500. Co-signatures will be registered by the bank in which **CONSORTIUM** funds are deposited with instructions to the bank regarding need for co-signatures.

During each term of office held, the **CONSORTIUM** Chair and the Treasurer shall be authorized to sign bank cards so that fiscal administration of the **CONSORTIUM** can be facilitated. Each succeeding Chair should have knowledge of the financial institution in which **CONSORTIUM** funds are kept, including the account number, and the Treasurer should periodically transmit those bank account records to the Chair for review. Furthermore, the **CONSORTIUM** authorizes the Treasurer to place funds in the highest paying interest-bearing account(s).

Checks will be serially numbered, beginning with January 1 of the calendar year. Thirty days before each scheduled meeting of the **CONSORTIUM**, the Treasurer will forward a listing of expenditures and income (indicated by written checks) to the Chair.

All travel-related expenditures will be reimbursed (tourist class travel, lodging, subsistence, etc.) only for the location and time commensurate with conducting approved **CONSORTIUM** business. Expenditure reports will be forwarded to the **CONSORTIUM** Treasurer on the forms utilized by the traveler's employing institution. Expenditure requests will be supported by original receipts.

CONSORTIUM members will receive a cumulative current listing of expenditures and income (indicated by written checks) at the beginning of each meeting.

Date of Last Revision: April 30, 2024