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Bylaws Of
The Minnesota Optometric Association, Incorporated
Last Revised February, 2013

Article I

MEMBERSHIP

Section 1. Application

Application for membership shall be made in writing upon forms prepared for that purpose and shall be submitted to the Minnesota Optometric Association (MOA) office for processing. An MOA member or representative shall personally visit the office or place of work of the applicant within ninety (90) days of approval of the application to welcome the new member to the Association.

Section 2. Members

- A. *Active Member* - An Optometrist of good moral character who shall subscribe to the “Code of Ethics” and “Standards of Practice” of this Association and who has met the basic requirements for membership shall be granted Active Membership.
- B. *Partial Practice Member* - An Active Member may, upon member’s request, be granted Partial Practice Membership provided he/she works in compensated, optometric related activities not more than sixteen (16) hours per week.
- C. *Federal Service Member* - An Optometrist licensed in Minnesota and serving on active duty in the armed services of the United States, or serving on active duty in the Commissioned Corps of the United States Public Health Service, or working as a full-time employee of the Veteran’s Administration or other federal government entity and who otherwise meets the basic requirements for membership may be granted Federal Service Membership. Such membership shall continue until the end of the calendar year in which the member terminates the service.
- D. *Post-Graduate Member* - An Optometrist who is a resident or intern in a program accredited by the Accreditation Council on Optometric Education and/or a full time enrollee in a graduate program may be granted Post-Graduate Membership. Such membership shall continue until the end of the calendar year in which the Post-Graduate Member has completed the qualifying program.
- E. *Student Member* - A student of optometry enrolled in a school or college accredited by the Accreditation Council on Optometric Education may be granted Student Membership. Such membership shall continue until the end of the calendar year in which the student has received the degree of Doctor of Optometry.

- 1 F. *Life Member* – An Optometrist who has rendered outstanding service to the
2 Association and the profession of optometry for forty-five (45) years as an Active,
3 Partial Practice, or Federal Service Member may be granted Life Membership. Life
4 Membership may also be granted to a member who, regardless of age or years of
5 practice, has shown evidence of incapacity to practice optometry.
6
- 7 G. *Retired Member* - An Active, Partial Practice, or Federal Service Member in good
8 standing who is at least fifty-five (55) years old on January 1 of any membership year
9 and who is no longer engaged in compensated, optometric related activities, whose
10 status is certified annually by the Board of Trustees, and who is not eligible for Life
11 Membership in the Association may be granted Retired Membership.
12
- 13 H. *Honorary Member* - An individual who has rendered outstanding service to the
14 profession of optometry may be granted Honorary Membership. Nomination shall
15 come from a member to the Board of Trustees. The term of Honorary Membership is
16 one (1) year.
17
- 18 I. *Sustaining Member* - An individual or organization which makes a fiscal contribution
19 in support of the Association may be granted Sustaining Membership. Such
20 membership shall be for a term of no longer than one (1) year including the year in
21 which it is awarded. The membership may be renewed for one (1) year terms,
22 provided the basic qualifications are met.
23

24 **Section 3. Privileges**
25

26 Active, Partial Practice, Federal Service, Life, and Retired Members shall be entitled to
27 all benefits of the Association except that Retired Members shall not hold office nor shall
28 their years of Retired Membership be included as years of Active Membership for the
29 purpose of determining eligibility for Life Membership.
30

31 Post-Graduate, Student, Honorary, and Sustaining Members shall be entitled to all
32 benefits of the Association except voting and holding office.
33

34 **Section 4. Dues**
35

- 36 A. The annual membership dues shall be an amount as set by the Board of Trustees. On
37 an annual basis, the Board of Trustees may increase membership dues by no more
38 than five percent (5%). A membership dues increase of more than five percent (5%)
39 is subject to approval by a vote of two thirds (2/3) of the members present and
40 eligible to vote at the Annual Meeting of the Association. Per capita dues are
41 required to pay the American Optometric Association, Inc.
42

43 All dues are payable on or before the 10th day of January of each year unless a written
44 request for cancellation is submitted within thirty (30) days of the end of the calendar
45 year in which membership has been paid. Membership in the Association will be

1 terminated on the last day of March if payment for the current year has not been
2 received.

3
4 The Board of Trustees may provide for payment of membership dues on a
5 semiannual, quarterly, or monthly basis. Also, the Board of Trustees may waive the
6 payment of dues to the Minnesota Optometric Association, Inc. for “Hardship
7 Cause/Dues Waiver” if requested by any member, when deemed necessary by the
8 Board.

9
10 An Active or Federal Service Member shall not be required to pay any dues during
11 the calendar year in which the individual first obtains a license to practice optometry.
12 Annual dues for each of the first, second, third, and fourth full calendar years of
13 membership thereafter shall be equivalent to ten percent (10%), twenty percent
14 (20%), fifty percent (50%), and seventy-five percent (75%), respectively, of the
15 annual dues otherwise applicable. A member shall only be eligible for each level of
16 the above schedule of reduced dues once during his or her professional career. Full
17 annual dues shall apply beginning with the fifth year and each year thereafter. For
18 purposes of the ascending dues schedule in this paragraph only, any person who has
19 been a Post-Graduate Member shall be considered to have first obtained his or her
20 license to practice optometry on the date on which he or she completed his or her
21 residency or internship.

22
23 B. Partial Practice Members shall pay sixty percent (60%) of annual dues.

24
25 C. Federal Service Members shall pay full annual dues.

26
27 D. Post-Graduate Members shall pay annual dues equal to that required by the American
28 Optometric Association bylaws for this membership category.

29
30 E. Student Members shall not be required to pay annual dues.

31
32 F. Life Members shall not be required to pay annual dues.

33
34 G. Retired Members shall pay annual dues equal to that required by the American
35 Optometric Association bylaws for this membership category.

36
37 H. Honorary Members shall not be required to pay annual dues.

38
39 I. Sustaining Members shall not be required to pay annual dues (due to their substantial
40 contribution).

41
42 J. The Board of Trustees may grant a variation from full membership dues for any
43 member in special circumstances by a unanimous vote of all those present and
44 eligible to vote.
45

1 Any variation of dues for any level of membership in the Minnesota Optometric
2 Association, granted by the MOA, shall require the MOA to request a like dues
3 structure from the American Optometric Association.
4

5 Each class of membership is obligated to submit to the Minnesota Optometric
6 Association, Inc. annual dues plus the appropriate amount for American Optometric
7 Association affiliate dues as established by the American Optometric Association.
8

9 **Section 5. Termination**

10
11 A. Any member shall have the privilege of resigning upon application being made in
12 writing to the Association. The resignation of a member does not relieve the member
13 from any obligations the member may have to the Association for dues, assessments,
14 or fees or charges for goods or services.
15

16 B. The Board of Trustees may, in appropriate cases, suspend or expel any member
17 because of the revocation or suspension of the member's license to practice
18 optometry, the violation of any federal, state, local, or other applicable law, rule, or
19 regulation relating to the practice of optometry, or the violation of the Code of Ethics
20 or Standards of Practice of this Association, as the case may be.
21

22 In such cases, the Board of Trustees shall send to such member, by registered mail, a
23 statement of the charges against him/her, and such member shall have fifteen (15)
24 days after receipt thereof to respond to such charges by mailing a copy of this
25 response, by registered mail, to the President of this Association. The Board of
26 Trustees may thereafter hold a hearing at which such member shall be given
27 reasonable opportunity to present evidence and to be heard in the member's own
28 defense, and the Board of Trustees may request other persons to testify at the hearing.
29 Such member may be suspended or expelled by a vote of two-thirds (2/3) of the
30 Board of Trustees.
31

32 **Section 6. Reinstatement**

33
34 A member may be reinstated by conforming to the Code of Ethics and Standards of
35 Practice of this Association, by payment of all monies due from him/her to the
36 Association, and by a vote of two-thirds (2/3) of the Board of Trustees.
37
38

39 **Article II**

40 **OFFICERS**

41
42
43 **Section 1. Election, Term of Office, and Vacancies**

44
45 A. The Officers of this Association shall consist of the President, President Elect, Vice
46 President, Immediate Past President, Treasurer, and Five (5) Trustees and shall be

1 called the Board of Trustees. All Officers must be Optometrists and members of the
2 Association.

3
4 B. The President Elect shall automatically become President and the outgoing President
5 shall become Immediate Past President.

6
7 C. The offices of President Elect and Vice President shall be elected at the Annual
8 Meeting for a term of one (1) year or until their successors are elected and have taken
9 office.

10
11 D. To be eligible for nomination and election to the office of President Elect, Vice
12 President, or President, a member must have been a Trustee or Treasurer for a period
13 of time not less than two (2) years.

14
15 E. In the event that a vacancy exists in the office of President Elect at the time of the
16 Annual Meeting, the Association shall elect a President to serve for the following
17 year or until his or her successor is elected and has taken office.

18
19 F. The office of Treasurer shall be elected at the Annual Meeting for a term of one (1)
20 year or until his or her successor is elected and has taken office. The Treasurer may
21 not serve more than two (2) consecutive terms.

22
23 G. The five (5) Trustees shall be elected at the Annual Meeting for two (2) year terms
24 holding office so that in one year the terms of two (2) Trustees shall terminate and in
25 the next year the terms of three (3) Trustees shall terminate. Upon termination,
26 elections shall be held to determine their successors. No Trustee can serve more than
27 two (2) consecutive full two (2) year terms. Partial terms (terms of less than two (2)
28 full years) do not count toward the term limit.

29
30 **Section 2. Powers, Meeting, and Quorum**

31
32 A. The Board of Trustees shall consist of the Officers of the Association with the
33 Executive Director as a member ex-officio and shall have general control of the
34 affairs of the Association. It is empowered to establish such organizational structure
35 and policies of the Association as it deems necessary or desirable for the successful
36 operation of this Association.

37
38 B. The Board of Trustees shall retain an Executive Director to manage the affairs of the
39 Association. The Executive Director shall report directly to the President and to the
40 Board of Trustees. The Executive Director will not have the power to vote. Such
41 person need not be an Optometrist or member of the Association.

42
43 C. The President, President Elect, Vice President, Immediate Past President, and
44 Treasurer shall act as an Executive Committee on matters arising between regular
45 meetings of the Board of Trustees. All decisions of the Executive Committee shall be

1 reported to the full Board of Trustees for approval at the next Board of Trustees
2 meeting.

3
4 D. At any time, in the judgment of the Board of Trustees, if any Officer of the
5 Association fails, neglects, or refuses to perform his/her duties, the Board of Trustees
6 shall direct the President to declare such office vacant and appoint a successor.

7
8 E. The Board of Trustees shall designate the time and place of the Annual Meeting of
9 the Association.

10
11 F. The Board of Trustees shall meet periodically during the year upon the call of the
12 President or upon written request of three (3) members thereof.

13
14 G. At all meetings of the Board of Trustees six (6) members shall constitute a quorum
15 for the transaction of business.

16
17 H. Except as may be otherwise required by the Articles or these Bylaws of this
18 Association, disposition of all matters coming before the Board of Trustees shall be
19 determined by a majority of the votes cast.

20
21 **Section 3. Duties**

22
23 A. Duties of the President

24
25 The President shall preside at all meetings of the Association, see that all laws of the
26 Association are observed and enforced, and preserve order. The President shall
27 appoint all committees, task forces, and liaisons not otherwise provided for and shall
28 be Chair of the Board of Trustees. The President shall have general superintendence
29 and control of the Association subject to the approval of the Board of Trustees and
30 have authority to call meetings of the Board of Trustees at such times and places as
31 are deemed in the best interest of the Association.

32 1. The President shall have authority, when so ordered by the Board of Trustees,
33 to declare vacant an office when the duly elected Officer thereof shall fail to
34 qualify, or fail, neglect, or refuse to perform the duties of said office.

35 2. The President shall have the authority to fill all vacancies in office caused by
36 death, resignation, removal, or other cause; said appointee is to serve until the
37 next Annual Meeting of the Association.

38 3. The President, when so directed by the Board of Trustees, shall call for and
39 demand all monies, books, bills, accounts, or other property or evidence of
40 value in the hands of the Treasurer or other Officer or person handling the
41 property of the Association.

42
43 B. Duties of the President Elect

44
45 The President Elect shall perform all functions as may be assigned him or her by the
46 President or Board of Trustees and shall perform all duties of the President in the

1 event of the President's temporary absence or death. The President Elect shall also
2 assume the duties of any of the elected Officers in the event of their temporary
3 absence or death until the next Annual Meeting or until such vacancy has been filled.
4 The President Elect shall be responsible for overseeing the MOA societies.
5

6 C. Duties of the Vice President
7

8 The Vice President shall perform all functions as may be assigned him or her by the
9 President or Board of Trustees and shall perform the duties of the President Elect in
10 the event of the President Elect's temporary absence or death until the next Annual
11 Meeting. The Vice President shall be responsible for overseeing and advising the
12 committee Chairs.
13

14 D. Duties of the Immediate Past President
15

16 The Immediate Past President shall perform all functions as may be assigned him or
17 her by the President or Board of Trustees. The Immediate Past President shall serve
18 as Chair of the Nominating Committee.
19

20 E. Duties of the Treasurer
21

22 The Treasurer shall be responsible for overseeing all income, disbursements, and
23 investments of the Association as performed by staff. The Treasurer shall oversee the
24 financial recordkeeping as performed by staff, arrange for timely financial reports,
25 and have prepared by an outside auditor or public accountant an annual audit.
26 Financial reports shall be presented to the Board of Trustees at each Board of
27 Trustees meeting. The audit report shall be presented to the Board of Trustees upon
28 completion and to the Association at the Annual Business Meeting.
29

30 F. Duties of the Trustees
31

32 The Trustees shall serve as chairpersons, members, and/or liaisons to the committees
33 and task forces to which they are assigned by the President and shall the have power
34 to nominate Association members for their committees and task forces. All
35 appointments are subject to approval by the Board of Trustees.
36

37 G. Duties of the Secretary
38

39 The President shall appoint one of the Trustees to serve as Secretary. The Secretary
40 shall oversee the keeping of official minutes of Board of Trustees meetings, the
41 Annual Meeting business session, and other official meetings of the Association.
42 Minutes shall be distributed to members of the Board of Trustees as soon as practical
43 following the meetings. The Secretary shall also be responsible for overseeing the
44 distribution of information to the Board of Trustees as well as to the membership.
45

1 H. Duties of the Executive Director

2
3 The Executive Director's function is to manage the affairs of the Association. The
4 Executive Director shall report directly to the President and to the Board of Trustees
5 regarding all duties, functions, and policies assigned by the Board of Trustees. The
6 Executive Director is a member ex-officio of the Board of Trustees, the Executive
7 Committee, and of all committees and task forces. The Executive Director shall be
8 responsible for maintaining the budget of the Association and for maintaining
9 competent staff to perform all assigned responsibilities.

10
11 I. At the expiration of their term of office, the Officers shall deliver to their successors
12 in office all books, papers, and other property and effects of the Association which
13 may be in their possession.

14
15 **Section 4. Definitions**

16
17 A "Committee" is an organized group of volunteers having a long term goal or objective.

18
19 A "Task Force" is a group of volunteers with expertise in regard to an assigned objective.
20 Task forces generally are ad hoc and serve only until the objective is attained.

21
22 A "Liaison" functions as an intermediary between the Association and an entity outside
23 of the Association, or between a committee or task force and the Board of Trustees.

24
25 **Section 5. Indemnification**

26
27 The Association shall indemnify and hold harmless each Officer, now or hereafter
28 serving the Association, from and against any and all claims and liabilities to which the
29 individual may be or become subject by reason of now or hereafter being or having
30 heretofore been an Officer of this Association, or by reason of the individual's alleged
31 acts or omissions as an Officer as aforesaid, and shall reimburse each Officer of this
32 Association for all legal and other expenses reasonably incurred by the Officer in
33 connection with defending against any such claims or liabilities, provided, however, that
34 no Officer shall be indemnified against or be reimbursed for any expenses incurred in
35 defending against claim or liability arising out of the Officer's own negligence or willful
36 misconduct. The foregoing rights of Officers shall not be exclusive of the rights to which
37 they may be entitled lawfully.

38
39 No indemnification or indemnification advances shall be made with respect to any
40 threatened, pending or completed civil, administrative, arbitration, investigative or other
41 proceeding brought by or in the right of the corporation against a person.

42
43
44 **Article III**

45
46 **RULES OF ORDER**

1
2 The Association shall be governed by the Rules of Order contained in the current edition
3 of *Robert's Rules of Order*.

4
5
6 **Article IV**

7
8 **FISCAL RESPONSIBILITIES**

9
10 The fiscal year of the Association shall begin January 1 and end December 31 of the
11 same year.

12
13 The Board of Trustees shall determine policies, procedures, and authorization for the
14 disbursement of Association monies.

15
16
17 **Article V**

18
19 **ANNUAL MEETING**

20
21 The Annual Meeting of the Association shall be divided into two sessions: business and
22 scientific. All members shall be entitled to the business session; however, Post-Graduate,
23 Student, Honorary, and Sustaining Members, while having floor privileges, shall neither
24 have the right to vote nor the right to nominate members for elective office.

25
26
27 **Article VI**

28
29 **“CODE OF ETHICS” and “STANDARDS OF PRACTICE”**

30
31 The members of the Association shall agree to abide by the “Code of Ethics” and
32 “Standards of Practice” as defined hereinafter:

33
34 **Section 1. Code of Ethics**

35
36 A. An Optometrist’s primary professional obligation shall be to serve the public. The
37 competent and timely delivery of quality eye care within the bounds of the clinical
38 circumstances presented by the patient, with due consideration being given to the
39 needs and desires of the patient, shall be the most important aspect of that obligation.

40
41 B. While an Optometrist in serving the public may exercise reasonable discretion in
42 selecting patients for their practice, an Optometrist shall not refuse to accept patients
43 into their practice or deny any visual service to patients because of the patient’s race,
44 creed, color, sex, or national origin.

45

- 1 C. All confidences related to an Optometrist as part of the professional relationship shall
2 be kept inviolate. Information may be released only upon the written consent of the
3 patient.
4
- 5 D. Every Optometrist shall be responsible ultimately for the diagnosis, advice, and
6 treatment given to each patient. An Optometrist shall inform his/her patients
7 whenever referral is advisable to either another Optometrist or to another health care
8 professional.
9
- 10 E. Every Optometrist shall have timely access to the records of his/her patients, as
11 required, and those records shall be maintained for a period of at least seven (7) years;
12 patients shall be kept informed of the location of those records.
13
- 14 F. Members shall keep themselves informed on developments within the profession and
15 shall contribute to the general knowledge and advancement of the profession.
16
- 17 G. It shall be the duty of every Optometrist to support, advance, and promote the highest
18 standards of professional optometric service.
19

20 **Section 2. Standards of Practice**
21

- 22 A. Members shall abide by the Minnesota Optometry Law and all applicable Rules and
23 Regulations.
24
- 25 B. Members shall render the highest quality of care to all patients. Such care shall
26 include, but is not limited to:
27 1. a thorough case history;
28 2. such diagnostic tests as are necessary to determine the nature and extent of the
29 patient's problem;
30 3. a careful presentation explaining the nature of the problem and any advice and
31 treatment given.
32
- 33 C. Examination records shall show the following information:
34 1. case history;
35 2. visual acuity;
36 3. refractive findings;
37 4. binocular findings;
38 5. ocular health findings;
39 6. prescription given;
40 7. diagnosis, assessment, plan, and referral when indicated.
41
- 42 D. It is the policy of the Association to provide the public with meaningful information
43 on optometric services and ophthalmic goods, but to discourage any information that
44 may be fraudulent or misleading, and to comply fully with all applicable state and
45 federal laws and regulations.
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Article VII

AMENDMENTS

These bylaws may be altered or amended at any regular, annual, or special meeting of the Minnesota Optometric Association, Inc. by a vote of two-thirds (2/3) of the members present and eligible to vote, provided a copy of the proposed amendments has been sent to all members at least thirty (30) days before the meeting.