



## **SBAND KELLER POLICY**

1. The State Bar Association of North Dakota (“SBAND”) may engage in and fund any activity that is reasonably intended for the purposes of the association which are set forth in Article 2 of the Constitution of SBAND, permitted by the by-laws of SBAND, or as otherwise statutorily authorized. SBAND may not use the compulsory dues of any member who objects pursuant to paragraph 3 of this policy for activities that are not germane under *Keller v. State Bar of California*, 496 U.S. 1 (1990).

Expenditures that are not germane under *Keller v. State Bar of California*, 496 U.S. 1 (1990) may be funded only with user fees or other sources of revenue, or those portions of member compulsory dues for which no objection has been made pursuant to paragraph 3 unless any such objection has been determined against the objecting member by a neutral mediator.

2. Prior to the beginning of each fiscal year, SBAND shall publish written notice of the activities that can be supported by compulsory dues (“chargeable”) and the activities that cannot be supported by compulsory dues (“nonchargeable”). The notice shall estimate the cost of each activity, including all appropriate indirect expense, and the amount of dues to be devoted to each activity. The notice shall set forth each member's pro rata portion, according to class of membership, of the dues to be devoted to activities that cannot be supported by compulsory dues without such member’s consent. The notice shall be sent to every member of SBAND together with the annual dues statement. A member of SBAND may deduct the pro rata portion of dues budgeted for activities that cannot be supported by compulsory dues without such member’s consent.

It is the current practice of SBAND to include any and all legislative and lobbying expenses as non-chargeable expenses under the Keller Policy. Should this practice change at any time, SBAND will provide notice to all members prior to the next license fee statement, and with sufficient time to allow members to object to any expenses that are not included.

3. SBAND shall provide periodic notice to its membership of any expenditures that deviate from its pre-collection notice. SBAND shall also provide notice of any position it adopts regarding legislative proposals and initiated and referred measures within two weeks of SBAND’s vote to adopt such positions. After being emailed to members of SBAND, such notices will be readily accessible at [www.sband.org](http://www.sband.org).

4. A member of SBAND who contends SBAND incorrectly set the amount of dues which can be withheld must deliver to SBAND a written objection. Any such demand shall be delivered to the Executive Director of SBAND within 30 days of receipt of the member's dues statement or any additional notice, and if not so submitted any such claim shall be considered time barred. SBAND's Board of Governors will address each objection, and if the member is not satisfied with the Board's decision, the member may demand binding dispute resolution which shall be conducted by Mediator Karen Klein, or someone she so designates. The objecting SBAND member may object to mediator Klein or her designee in which case the parties shall mutually agree upon a mediator.
  
5. If one or more timely demands for binding dispute resolution are delivered, the state bar shall promptly submit the matter to binding dispute resolution before Mediator Karen Klein or someone she so designates. The objecting SBAND member may object to mediator Klein or her designee in which case the parties shall mutually agree upon a mediator. All such demands for binding dispute resolution shall be consolidated for binding dispute resolution. No later than 7 calendar days before binding dispute resolution, any member, having given written objection pursuant to paragraph 4 and requesting binding dispute resolution, may file with the mediator a statement specifying with reasonable particularity each activity he or she believes should not be supported by compulsory dues under this paragraph and the reasons for the objection. SBAND will have the burden to show that the disputed activities are germane under *Keller v. State Bar of California*, 496 U.S. 1 (1990). The costs of the binding dispute resolution shall be paid by SBAND.
  
6. In the event the decision of the mediator results in an increased pro rata deduction of dues for members who have delivered timely demands for binding mediation for a fiscal year, the state bar shall provide such increased pro rata deduction to all members who did not consent to funding nonchargeable activities, as well as members first admitted to the state bar during that fiscal year and after the date of the mediator's decision.

*Board of Governors Revised: 06-14-2017*