



Libertarian Party of Texas

Policy Manual

MISSION

The policies herein, as set forth by the Texas State Libertarian Executive Committee, direct the officers, staff, candidates, SLEC members, county affiliates, and volunteers of the Libertarian Party of Texas in their engagement with other Party members, as well as with the public.

In keeping with the Non-Aggression Principle, and in the spirit of voluntary participation, the Libertarian Party of Texas adopts these policies to promote effective, positive, and accountable action.

VISION STATEMENT

We aspire to achieve political influence by winning elections and promoting legislation that supports individual liberty and minimum government intervention.

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Policy Administration

Policies set forth in this manual cannot conflict with the Rules of the Libertarian Party of Texas. Should such a conflict be called into question, the Rules of the Party will prevail.

This policy document is maintained by the Policy Committee, and is edited as SLEC sets new policy. When changes are made through SLEC meetings, the updated version will be made available within 30 days from the date of said meeting. The Policy Committee may make formatting changes at any time, so long as such changes do not alter the substance, meaning, or intent of any policy.

Organizational Policy

HUMAN RESOURCES

Job Postings and Job Descriptions

Job descriptions for staff positions (paid and volunteer) are posted on the LPTexas website, along with an online application form. They will be maintained by the officers of LPTexas and staff selected by the officers.

See Appendix 5

Changes to Volunteer Organizational Structure

The Chair or SLEC may make necessary changes to the volunteer organizational structure including but not limited to adding positions, removing positions, or changing the reporting structure. If such changes are made by the Chair notification will be given to SLEC immediately and SLEC will approve the changes at the next regular SLEC meeting. If changes made by the Chair are rejected by SLEC then the same change cannot be made again by the Chair for the remainder of the current SLEC term. This paragraph in no way grants power or restricts power of the chair to make changes to the structure or employment of paid staff should any exist.

Policies and motions regarding paid staff should be interpreted to stand separate and away from this paragraph.

Interviews/Selection

Departments

Interviews for department positions will be conducted by no fewer than three (3) people, and must include an Officer, the Manager of the department for which the candidate is applying, and any other Officer, Department Director, or relevant staff member. Interviews may be conducted individually or at the same time, in person or by teleconference. All members of the interview panel must submit interview notes in writing for reference. All members of the interview panel must agree unanimously to make an appointment, with final approval from the Chair or Vice Chair.

Temporary County Chairs

Interviews for County Chair positions will be conducted by no fewer than three (3) people, and must include an Officer, the County Coordinator (if filled), and any other Officer or SLEC member. Interviews may be conducted individually or at the same time, in person or by teleconference. All members of the interview panel must submit interview notes for reference. All members of the interview panel must agree unanimously to make the temporary appointment, with final approval from the Chair. No Temporary County Chair appointment will be made without verification of applicant's voter registration in the applicable county.

Onboarding

The Chair or Vice Chair will announce to SLEC the name(s) and contact information of new staff members within 10 days of their hiring or appointment. Staff members may be assigned an LPTexas e-mail address(es) with which to conduct Party business, upon the recommendation of the Department Head and approval by the Chair.

Volunteer Staff Position Changes

A volunteer staff member seeking transfer to an open position within the same department requires only the approval of the department head. The department head approving the new assignment must report the change to SLEC.

A volunteer staff member seeking transfer to an open position in a department other than the one to which he/she is currently assigned must interview with, and be approved by, the head of the department to which the staff member seeks to move. The department head approving the transfer must report the change to SLEC.

Termination (Volunteer)

The Chair or SLEC, by majority vote, may terminate any volunteer staff member at will.

Expenditures and Reimbursement

All expenditures for the party made by a person other than a state officer or authorized staff member must be formally requested using the Expenditure Authorization Form online, and pre-approved by either the state chair or two (2) other state officers. If such an expenditure is approved, a reimbursement check will be delivered to the individual within 15 days of the approval date. Any and all processed Expenditure Authorization Forms will be posted to SLEC for review.

Pre-approved Expense

1. Requestor completes an online Expenditure Authorization Form.
2. Expenditure request is sent to all officers.
3. A designated staff member enters that request into Sharepoint, triggering an approval workflow.
4. The Chair, acting Chair, or two (2) other officers approve or deny the expenditure; and if approved notify Treasurer.
5. The Treasurer then confirms available budget and approves or denies the expenditure.
6. An email with the result is sent by the Treasurer back to the original requestor.

7. If approved, the requestor submits an expense report and receipts.
8. Treasurer disburses funds.

Unapproved Expense

1. Requestor incurs some expense on behalf of the party, which were not pre-approved.
2. The requestor submits an expense report and receipts for the related expenditures.
3. Treasurer checks with Chair for approval and checks available budget.
4. Treasurer disburses reimbursement funds.

Secondary Employment (Paid Staff)

An LPTexas employee shall disclose in writing to SLEC any outside employment that in any way creates potential disruption to the execution of assigned duties and responsibilities or conflicts with the interests of the Party.

This policy applies to all paid LPTexas staff, unless an employee's specific contract of employment states otherwise.

PARTY MEMBERSHIP

Voting Member

As defined in section II.4.a – II.4.d of The Libertarian Party of Texas' rules:

II.4. Membership.

II.4.a Voting Membership Eligibility.

A person is eligible to become a Voting Member of the Party if the person:

- 1) is a qualified Texas voter;
- 2) generally supports the Party's Statement of Principles; and
- 3) is not affiliated with any other political party.

II.4.b. Voting Membership.

- 1) During a voting year, on or after the date of the Precinct Conventions, an eligible person may become a Voting Member by affiliating with the Party.
- 2) During any other period of time, an eligible person may become a Voting member by being accepted as a Voting Member by the State Executive Committee, or by the County Executive Committee of the county in which the person resides.

II.4.c. Termination of Voting Membership.

A person's Voting Membership shall terminate if the person:

- 1) ceases to be eligible for Voting Membership under subsection (a); or
- 2) fails to affiliate with the Party on the date of the next Precinct Conventions.

II.4.d. No dues for Voting Members.

No dues shall be required for a person to become a Voting Member.

Convention Member

1. A person who is eligible to vote in an official state convention process.
2. *Not sure if alternates get included in the level that they were an alternate to.*
3. Must not have voted in another party's primary or convention.
4. Must sign a certificate of affiliation.

State

A person who was selected to vote at the last convention or has been selected to vote at the next state convention. Must be elected by a county convention or by the state convention body.

County

A person who was eligible to vote at their last county convention or has become eligible to vote at the next county convention.

Precinct

A person who was eligible to vote at their last precinct convention or has become eligible to vote at the next precinct convention.

Executive Committee Member

A voting member of the State Executive Committee

Advisory Member

Ex-Officio Executive Committee Member

- Defined in section III.1.a of The Libertarian Party of Texas' rules
 - Members of the National Committee representing Texas ex officio with voice but no vote.

Committee Member

A member of an official Committee created by the State Executive Committee.

Funding Member

A person who contributes financially to the party in an amount not less than \$25 per year is a Funding Member.

An officer of the party may adjust a person's membership level (funding or sustaining), and shall provide documented cause to the State Executive Committee.

Annual Member

A person who completes a one time donation of \$25 or more to the party within a year is an Annual Member. From the date of the donation, the person's status as an Annual Member shall be valid for one year.

Membership level eligibility amounts

1. Basic Member \$25
2. Bronze Member \$100
3. Silver Member \$250
4. Gold Member \$500
5. Platinum Member \$1,000
6. Diamond Member \$2,500
7. Founder's Circle \$5,000

Sustaining Member

A person who maintains a monthly recurring donation of \$10 or more to the party is a Sustaining Member. The person's status as a Sustaining Member will continue for as long as their donation stays active.

Membership level eligibility amounts

1. Bronze Member \$10
2. Silver Member \$25
3. Gold Member \$50
4. Platinum Member \$100
5. Diamond Member \$250
6. Founder's Circle \$500

Volunteer Member

A person who donates to the LPTexas with their time and effort in an official capacity.

Departmental Member

An appointed member of the State Organization Chart as outlined in the policy manual.

Affiliate Member

A member of an affiliate (e.g. county) organization who has gone through an official process of affiliation in compliance with affiliate and state bylaws/rules as well as Texas state laws and Election Code.

Affiliate Executive Member

A member, of an affiliate's (e.g. county's) executive committee as defined by the county, who has gone through an official process of appointment in compliance with affiliate and state bylaws/rules as well as Texas state laws and Election Code.

Affiliate Voting Member

A member, of an affiliate organization who has the authority to vote at a regular business meeting as determined by the affiliate's bylaws/rules.

DATA USE

Request for party data must be approved by officers or authorized staff, and the requestor must agree to the confidentiality agreement.

Records Policies

PROPER RECORDS OF OFFICIAL PARTY BUSINESS

Official Party Business Requiring Documentation

1. Party Convention

2. County Business Meeting
3. All Interim Changes of County Leadership
4. All Interim Changes of County Rules or Bylaws
5. State Executive Committee Meeting
6. Disaffiliation and Resignation
7. All Other Records Officially Describing Decisions of the State Executive Committee

Proper County Convention Records

Per LPTexas Rules, and Texas Election Code, a County Party must hold Precinct and County Conventions in order to maintain affiliation. District Conventions must also be held when nominating candidates whose district crosses county lines.

Proper documentation of Precinct, County, and District Convention records includes all of the items listed below:

- Signed Precinct Convention Roster and Minutes
- Signed Oaths of Affiliation for all Precinct Convention Participants
- County Convention Minutes, including all mandatory orders of business:
 - Election of County Officers
 - Nomination of any candidates for public office
 - The initial adoption of, approved amendments to, or re-affirmation of County Bylaws
 - Election of delegates to the State and District Conventions
- Signed Oaths of Affiliation for anyone elected as a County Officer
- Signed, or otherwise certified, copy of the current County bylaws
- E-mail address and/or phone number for all members of the current County Executive Committee
- Signed Oaths of Affiliation for anyone elected as a delegate to the State or District Convention
- Full contact information for all persons elected as delegates to the State or District Convention
- District Convention Roster and Minutes
- Certification forms for all Nominees to public office (Sec. 181.068)
- A roster of the current Voting Members of the County organization (and copies of their Oaths of Affiliation)

Required Documentation for State Convention

Per LPTexas Rules (III.2.d), proper documentation of conventions must be submitted to the State Chair within a timely manner. For the purposes of credentialing delegates to the State Convention, the Precinct and County Convention documentation must be submitted within 14 days of the County Convention.

- Signed Precinct Convention Roster (Sec. 181.067)
- Signed Oaths of Affiliation for all Precinct Convention Participants (Rules II.5.b., Sec. 162.007)
- Names of all elected delegates to the State Convention (Rules IV.2)

- Signed Oaths of Affiliation for anyone elected as a delegate to the State or District Convention (Sec. 162.001)

Required Documentation for Maintaining Affiliate Status

Per LPTexas Rules (III.2.a), a copy of the current Bylaws must be on file with, or submitted to, the State Chair.

The result of the County Convention, which includes the election of officers, must be submitted to the State Chair (Rules III.2.d). This record should include the full name, e-mail address and/or phone number of the County Chair, and any other elected Officers.

Proper State and County Business Meeting Records

Minutes from State and County business meetings should contain a record of topics discussed, and actions taken, during a meeting. It is not necessary to include everything said by the members; however, any official business conducted should be recorded.

Proper documentation of State and County business includes, but is not limited to, the following:

1. date, time, and place of the meeting;
2. whether the meeting is a special meeting or a regular meeting;
3. the names of all attendees;
4. whether or not a quorum is established;
5. any actions taken;
6. the result of any votes, and, where applicable, a record of each member's vote; and
7. the name, e-mail address and/or phone number of the person who recorded the minutes.

Disaffiliation and Resignation

If the State Chair declares a County Party unaffiliated, then official notice must be given to SLEC, and to the last known officers of said county.

A County Chair wishing to resign should submit a written resignation to the State Chair. The written resignation should include an effective date, as well as the signature of the one resigning.

SLEC Policies

SLEC MEMBERSHIP

Vacancies

Rule Reference: *III.1.e.1. Vacancies*

Rule Reference: *III.4.j. Voting in Meetings*

At each meeting a nomination period shall be open to add any nominations desired onto a new membership ballot. The officers will verify that all nominees are eligible for the seat they wish to obtain.

- Each nominee must bring proof of residency.
- An approval ballot will be used listing all eligible nominees.
- If two nominees are competing for the same seat, the one with the highest number of votes may fill the position.
- If there is a tie in a race, the Chair will select which nominee may fill the position.

The officers will tally the votes and announce which positions are filled. The new representative will take his/her new seat and be eligible to participate as a member of the body immediately.

It is strongly encouraged that SLEC members post advanced notice, at least two weeks, prior to a nominee being put forward. This will allow other SLEC members an opportunity to ask questions. It is also strongly encouraged that nominees bring references from LP affiliates within their counties, districts, or relevant areas.

Residency

Rules Reference: *III.4.c. Qualifications of State Executive Committee Members.*

For the purposes of SLEC membership, and in accordance with the composition of the Convention Caucuses, *residency* is determined by the address on the voter's registration card, along with one additional document from the Proof of Residency list below.

Moving out of the district you represent on SLEC creates an automatic vacancy of that SLEC position.

Proof of Residency

- Driver's License
- Current Utility Bill (water / electric / cable)
- Voter Registration Card
- Oath of Affirmation of Residency

Verification of Residence (SLEC Members)

New SLEC members will be verified by the Secretary as they are added to SLEC.

Filing Residency Query

A formal residency query should be written up with question or proof of a residency issue and presented to an officer or district representative. Such a query will be posted on the internal SLEC forum, prompting the Secretary or Credentials Committee to rule on the representative's residency within 30 days of receipt of proof. If the representative does not provide adequate proof of residency within the 30 day verification period or does not meet residency requirements, removal is automatic.

STANDING COMMITTEES

Any standing committee formed shall be chaired by a current member of the SLEC unless decided otherwise by majority vote of the SLEC.

Standing committees do not include the convention committees of rules, platform, and credentials.

SLEC COMMUNICATION

Online Forum

Any online communication system created for the express use of the LPTexas State Libertarian Executive Committee should have membership comprised of only the following individuals:

1. Members of the LPTexas State Libertarian Executive Committee
2. LPTexas Staff
3. One or more list/group administrators appointed by the State Chair
4. Individuals with ex-officio status by virtue of representing Texas on the Libertarian National Committee
5. Read-only access for members of committees or departments who are not members of SLEC.

List/group administrators are empowered to invite, add, or remove members from online discussion/distribution groups as needed to comply with 1-5 above. The State Libertarian Executive Committee may at its discretion vote to add non-SLEC individuals to online discussion/distribution lists, but current members of SLEC may not be removed, except at their own request.

Meeting Notice

Proper notice of meetings shall be sent by e-mail to the SLEC member distribution list, as maintained by the Party, and also by announcement on the SLEC forum. SLEC members are responsible for keeping e-mail addresses current, and checking the SLEC forum.

LEGISLATIVE AGENDA

A Legislative Advisory Group, consisting of the Political Director, Vice Chair, Legislative Coordinator, and Coalition Liaison will develop a Legislative Agenda. This agenda must be presented to LPTexas Officers for 3/4 approval, then to SLEC no later than the last meeting before the legislative session begins.

At the end of each legislative session, a preliminary Legislative Agenda will be developed and presented to SLEC no later than the last meeting of the calendar year.

During a legislative session, priorities and content of the Legislative Agenda may need to be altered. Significant changes must be unanimously approved by the Legislative Advisory Group, and communicated to SLEC by the Vice Chair.

SPECIAL PROJECTS

Special Projects are any LPTexas-sponsored activities, initiatives, or events that require their own funding outside of the existing LPTexas budget.

Directed Donations are funds given to LPTexas for specific purpose outside of a general donation.

A majority of LPTexas Officers, or of SLEC, may establish a Special Project by submitting a Special Project Plan to the SLEC Forum. This plan must include the following information, as well as any additional relevant details.

- What is the explicit purpose of this Special Project?
- What are the expected costs to the Party, including any specified expenditure amounts requiring approval?
- Will directed donations be accepted for this Special Project?
- What is the ending date of the Special Project, or is it meant to be perpetual?
- Who will be the point person(s), lead(s), director(s), contact(s), and/or responsible party for this Special Project?
- What will be done with any remaining funds from this Special Project upon its termination?
- How will the success of this Special Project be measured?

Special Projects should have their own budgets, which should include detailed listings of expenditures and payees. Directed Donations may only be made to established Special Projects.

Spending authorization of Directed Donations is granted upon approval of, and in accordance with the Special Project Plan.

CONFLICT OF INTEREST

The Libertarian Party of Texas seeks to be aware of, and properly manage, all conflicts of interest and appearances of such, in accordance with legal requirements. In an effort to demonstrate transparency and accountability in all operations, this policy establishes procedures for identifying and addressing potential conflicts of interest that may exist among the Party's officers, employees, contractors, SLEC representatives, and volunteers with regard to their individual functions and/or positions within the LPTexas.

1. **Conflict of Interest Defined.** In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:
 - a. An officer, employee, contractor, SLEC representative, or volunteer (or family member of any of the foregoing) is a party to a contract or involved in a transaction for goods or services with another entity which is also a party to a contract or involved in a transaction with the Libertarian Party of Texas for goods
 - b. An officer, employee, contractor, SLEC representative, or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between Libertarian Party of Texas and an entity in which the officer, employee, contractor, SLEC representative, or volunteer (or a family member of the foregoing) is a director, officer, agent, partner, associate, employee, contractor, trustee, personal representative, receiver, guardian, custodian, or other legal
 - c. An officer, employee, contractor, SLEC representative, or volunteer (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with the Libertarian Party of Texas.

Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of the LPTexas. All such potential circumstances should be disclosed to SLEC and a decision made by SLEC as to what course of action the LPTexas or individuals should take so that the best interests of the LPTexas are not compromised by the conflicting interests.

Gifts, Gratuities, and Entertainment

Accepting gifts, entertainment, or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or Conflict of Interest Policy and Disclosure of Conflicts of Interest insignificant value which are not related to any particular transaction or activity of the Libertarian Party of Texas.

2. Definitions.

- a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- b. An "Interested Person" is any person serving as an officer, employee, contractor, SLEC representative, volunteer of the Libertarian Party of Texas, or anyone else who is in a position of control over the Libertarian Party of Texas who has a personal interest that is in conflict with the interests of the Libertarian Party of Texas.
- c. A "Family Member" is a spouse, parent, son or daughter, spouse of a son or daughter, brother, sister, or spouse of a brother or sister of an interested person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or

reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to the Libertarian Party of Texas is not a Contract or Transaction.

3. Procedures.

- a. Prior to SLEC or any Party Officer taking action on a Contract or Transaction involving a Conflict of Interest, an officer, or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If an officer or committee member is aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the officer or committee member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- b. An officer or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the Chair of the meeting all facts material to the Conflict of Interest. The Chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest should not participate in or hear the committee's discussion of the matter except to disclose material facts and to respond to questions. Such person should not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting should not be counted in determining the presence of a quorum for purposes of the vote.
- e. The person having a conflict of interest should not vote on the Contract or Transaction and should not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- f. Interested Persons who are not officers nor SLEC representatives of the Libertarian Party of Texas and who have a Conflict of Interest with respect to a Contract or Transaction that is the subject of committee action, shall disclose to the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person should refrain from any action that may affect the Libertarian

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Operating Committee, which shall

determine whether full SLEC discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

4. **Confidentiality.** Each officer, employee, contractor, SLEC representative, and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of the Libertarian Party of Texas. Furthermore, officers, employees, contractors, SLEC representatives, and volunteers shall not disclose or use information relating to the business of the Libertarian Party of Texas for their personal profit or advantage or the personal profit or advantage of their Family Member(s).
5. **Review of policy.**
 - a. Each officer, employee, contractor, SLEC representative, and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
 - b. Annually, each officer, employee, contractor, SLEC representative, and volunteer should complete a disclosure form identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to a Conflict of Interest. Such relationships, positions or circumstances might include service as a director of or consultant to another profit or nonprofit organization, or ownership of a business that might provide goods or services to Libertarian Party of Texas. Any such information regarding the business interests of an officer, employee, contractor, or volunteer, or a Family Member thereof, shall be treated as confidential and shall generally be made available only to the Operating Committee, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
 - c. This policy shall be reviewed annually by each member of the SLEC. Any changes to the policy shall be communicated to all staff and volunteers.

Financial Policies

BUDGET

The budget and any spending authorizations in effect at the time of the closing of the LPTexas State Convention will remain in effect until SLEC meets in-person and amends them.

FUNDRAISING

Fundraising at Events

At any event where LPTexas will or could be raising funds, only the Treasurer and/or the Treasurer's designee(s) will be authorized to handle funds. Any money collected will be deposited in a locked collection box for the duration of the event and remain there until such funds can be deposited in the appropriate LPTexas bank account. In between fundraising events, the Treasurer or the Treasurer's designee will maintain responsibility of depositing funds, and keeping the lock box. Possession of the lockbox, and therefore responsibility for the funds in it, can be transferred by way of a signed transfer of possession that will be kept in the lockbox.

CONVENTION FUND

LPTexas will maintain a Convention Fund for the sole purpose of funding state conventions. All proceeds from each State Convention must be deposited into this Convention Fund.

Additional monies may be deposited into the Convention Fund account at any time. The Convention Fund account must be held separately from other LPTexas accounts. All monies from the Convention Fund account may only be spent on State Convention expenses, unless otherwise approved by a $\frac{2}{3}$ vote of the entire SLEC body.

CASH RESERVE

The Libertarian Party of Texas shall maintain a cash reserve of not less than \$5,000 at all times, unless modified by an action of the State Libertarian Executive Committee.

The cash reserve shall not be considered "cash on hand" for the purposes of spending against a budget or authorization. The cash reserve shall be kept in a savings account, separate from checking or spending accounts. The authorization to reduce or spend the cash reserve, shall require the approval of the State Libertarian Executive Committee.

Additional funds above \$5,000 may be placed into the reserve at the discretion of SLEC, the State Chair, or the Executive Director, but funds once placed into the reserve may not be spent, transferred or otherwise spent without approval of the State Libertarian Executive Committee.

LEGAL FUND

The Libertarian Party of Texas shall maintain a legal fund for the purpose of collecting direct donations to defend against legal challenges brought against LPTexas or its interest and/or initiating legal proceedings at the direction of SLEC. The legal fund is subject to a minimum reserve of not less than \$6,500, which may only be expended for defensive legal action, and with majority approval of LPTexas Officers or SLEC.

CHECK CANCELLATION AND REISSUE

In the event a check drawn on the LP Texas bank account is lost or destroyed, the Payee must notify the party by submitting a Lost Check Replacement Form to the Treasurer of LP Texas. The Treasurer shall contact the Payee via email of the receipt of the form and the date of the email shall be considered to be the date of notification. The Treasurer shall begin research within 3 calendar days after notification and may initiate a Stop Payment and subsequent reissue within 14 calendar days after notification. LP Texas reserves the right to deduct any bank fees associated with the Stop Payment from the original check amount.

In the event the check clears the bank before the stop payment is issued, the time frames in this policy do not apply and re-issuance may not be an appropriate action.

Party Policy Positions

BALLOT ACCESS

The official position of the Libertarian Party of Texas is that the Party retains ballot access by any method currently permitted by Texas Election Code which includes:

1. Receiving 2% or more in the governor's race, thereby providing ballot access for 4 years through the next governor's race or, failing that;
2. Receiving 5% or more in any other statewide race, providing ballot access for 2 years through the next general election.

APPENDICES

Appendix 1: Revision History

Date	Description
December 10, 2005	Initial Adoption
September 23, 2006	Added cash reserve policy
September 4, 2010	Added contract approval & privacy policy
July 4, 2011	Added marketing committee & update privacy policy per 22 Jan 2011 minutes. Added annual goals requirement per June 11, 2006 minutes. Incorporate Confidentiality Agreement adopted 9/4/2010.
December 8, 2012	Added section regarding updates as per April 9, 2011 SLEC minutes. Changed "Bylaws" to "Rules as per July 9, 2011 SLEC minutes. Removed section regarding Marketing Committee as per October 15, 2011 SLEC minutes. Removed Cash Reserve Policy section as per October 15, 2011 SLEC minutes. Added Party Organization Section as per December 8, 2012 SLEC minutes. Added Procedure For Adoption Of Annual Goals as per December 8, 2012 SLEC minutes.
July 26, 2014	Removed "and committees" from the sentence in the "General Section" of the Privacy Policy that "All candidates and committees must sign" a confidentiality agreement as per January 22, 2011 SLEC minutes.
July 26, 2014	Reinstated the Policy Manual for 2014-16 including all changes indicated above.
December 6, 2014	Deleted section related to Operations Committee (OpComm) Deleted section related to Annual Goals Deleted references to ombudsman because there is no ombudsman, and this role is replaced by the Legal Committee Deleted section titled "Libertarian Party of Texas Organization" Corrected numerous informational and typographical errors
August 15, 2015	The Policy Committee crafts new policy manual.
November 14, 2015	Added Membership Definitions Updated Interview Policy
January 16, 2016	Added Convention Fund and Meeting Notice Policies
March 23, 2016	Appendix 5 - Job Descriptions: The title IT Manager was changed to IT Director, per SLEC decision on 3/21/16
June 25, 2016	Added: Financial Policies > Check Cancellation and Reissue Added: SLEC Policies > Standing Committees Added: Organizational Policies > Human Resources > Changes to Volunteer Organizational Structure Amended: Organizational Policy > Party Membership > Funding Member > Sustaining Member Amended: SLEC Policies > SLEC Membership > Verification of Residence (SLEC Members)
September 17, 2016	Amended: PARTY MEMBERSHIP > Funding Member (Whitney Bilyeu)
December 17, 2016	Added: Records Policies > Proper Records of Official Party Business (Whitney Bilyeu)
January 3, 2017	Updated: Jobs Appendix to reflect most recent changes. (Arthur Thomas IV)
March 1, 2017	Inserted a Rule Reference under Vacancies: <i>III.4.j. Voting in Meetings</i>
May 3, 2017	Updated: job description to represent current structure (Arthur Thomas IV)

June 30, 2017	<p>Amended: Staff E-mail Policy - to remove expectation of LPTexas e-mail address assignment</p> <p>Added: Legislative Agenda Policy</p> <p>Added: Volunteer Staff Position Changes</p> <p>Removed: Policy on New Coalitions</p> <p>Added: Specials Projects Policy</p> <p>Removed: Majority vote requirement from SLEC vacancy policy</p> <p>Amended: Temporary County Chair Policy - to reflect voter registration requirement (Whitney Bilyeu)</p>
July 1, 2017	<p>Amend: Campaign Coordinator -> Candidate Coordinator, Legislative Coordinator -> Legislative Administrator. (Arthur Thomas IV)</p>
October 24, 2017	<p>Add: Party Policy Position Section + Ballot Access (Whitney Bilyeu)</p>
March 38, 2018	<p>Add: Financial > Budget (Arthur Thomas)</p>
September 12, 2019	<p>Add: Vision Statement / Update Branding</p>
November 12, 2019	<p>Update: Donor levels adjusted lower (Arthur Thomas)</p>
October 3, 2020	<p>Update: Amend Organizational Staff List (Whitney Bilyeu)</p>
October 29, 2020	<p>Add: Special Project appendix / Legal Fund</p>
December 13, 2020	<p>Add: Legal Fund (Whitney Bilyeu)</p>

Appendix 2: Confidentiality Agreement Form

Confidentiality Agreement

It is understood and agreed to that the Libertarian Party of Texas and its staff (also known and referred to as “the Party” or “the Disclosor”) may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:
 - a. Invention description(s), technical and business information relating to current, lapsed, and prospective member contact information, amounts said members have contributed to the Party, proprietary ideas and inventions, political strategy, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, members, employees and/or independent contractors (collectively referred to as “affiliates”) having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the Disclosor unless required to do so by law. Duly elected or appointed County Chairs of the Libertarian Party are authorized to distribute said Confidential Information to Libertarian nominees and members of the Party in nonpartisan races if they agree to sign and comply with the Party’s Confidentiality Agreement. Where no County Chair is duly elected or appointed, members of the State Libertarian Executive Committee of Texas, (known as SLEC) may distribute said Confidential Information under the same conditions as the County Chairs.
3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Disclosor; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Disclosor; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Disclosor; or (e) is independently derived by Recipient.
4. The Recipient agrees to properly transfer, destroy, or dispose of Confidential Information when it is no longer needed or when the Recipient is no longer in an authorized position to use said information.
5. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
6. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type):

Signature:

Date: _____

Disclosor/Provider of Confidential Information:

Name (Print or Type):

Signature:

Date: _____

Appendix 3: Conflict of Interest Disclosure Form

Conflict of Interest Disclosure Form

Name: _____

Position:

- Officer
- Employee
- Contractor
- SLEC Representative
- Volunteer
- Other _____

Please initial the appropriate statement below to indicate whether or not you have a conflict of interest. If you declare a personal conflict of interest, describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Libertarian Party of Texas and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report.

_____ I have a conflict of interest to report. (Please specify other non-for-profit and for-profit boards you and/or your spouse sit on, as well as any for-profit businesses for which you or a family member are an officer or director, or a majority shareholder. Also include the name of your employer and any businesses you or a family member own.)

1. _____
2. _____
3. _____

I hereby certify that the information I have provided above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Conflict of Interest Policy established by the Libertarian Party of Texas

Signature: _____ Date: _____

Appendix 4: Oath of Affirmation of Residency

Oath of Affirmation of Residency

I, _____, hereby swear that the address:

is my current address as of _____.

Signature: _____

Witness: _____

Appendix 5: Staff Positions & Job Descriptions

Job Descriptions will be appended to a hard copy of this document as needed, but maintained on the party file system. They are listed here for reference.

- Executive Director
 - Development Department - Director
 - Development Associate
 - Events Department - Director
 - Catering Coordinator
 - Talent Coordinator
 - Tech Coordinator
 - Event Administrator
 - Finance Department - Treasurer
 - Bookkeeper
 - Operations Department - Director
 - County Coordinator
 - County Affiliate Liaison
 - Volunteer Coordinator
 - Outreach Coordinator
 - Asset Manager
 - Member Relations
 - IT Department - Director
 - Webmaster
 - Systems Administrator
 - Political Action Department - Director
 - Candidate Coordinator
 - Coalitions Coordinator
 - Election Analyst
 - Legislative Coordinator
 - Communications Department - Director
 - Social Media Manager
 - Media Coordinator
 - Content Producer
 - Records Department
 - Historian

Appendix 6: Check Replacement Form



LP Texas | State Libertarian Executive Committee Check Replacement Form

Date	
Payee	

Please print all information clearly to ensure proper communication.

Mailing Address	Street City State Zipcode
Reason	<input type="checkbox"/> Lost <input type="checkbox"/> Stolen <input type="checkbox"/> Damaged <input type="checkbox"/> Other _____
Check #	
Date Issued	
Amount	

LP Texas may wait up to five to seven business days before the stop-payment request is processed. LP Texas may deduct any associated fees related to the stop payment and check reissue from the reissued amount.

Whereas, undersigned represents that said negotiable instrument was never received, or, if received, has become lost, misplaced, destroyed, stolen, or otherwise unavailable for processing.

The undersigned agrees:

1. That if the missing instrument shall come into the possession of undersigned, it shall be promptly returned to LP Texas.

2. That if said instrument was in the possession of undersigned, or shall come into undersigned's possession, undersigned shall indemnify LP Texas and forever save LP Texas free and harmless from any and all loss and liability, damage, cost and expense.

In witness whereof, undersigned executes this Replacement Agreement this day of and requests that LPTexas stop payment against said negotiable instrument.

Signature

Date

LPTexas Use:

Check Reissued	Yes / No	Check #	
Issued by			

Libertarian Party of Texas
Check Reimbursement Form – Version 1.0 - 20160607

Appendix 7: Active Special Projects

Legal Fund

The Legal Fund Special Project is to be established for the purposes of collecting direct donations to defend against legal challenges brought against LPTexas or its interests, or initiating legal proceedings at the direction of SLEC.

This special project is primarily a legal defense fund initiative and the officers of LPTexas, by unanimous approval, may expend funds for the defense of LPTexas in any lawsuit brought against LPTexas or its interest. These funds may also be used for other legal purposes with the approval of SLEC under a normal authorization of expenditure bylaws.

A Legal Defense fund shall be established. The fund shall not be considered “cash on hand” for the purposes of spending against a budget or authorizations. The fund shall be kept in a savings account, separate from checking or other spending accounts. The authorization to reduce or spend from the fund for non-legal purposes, shall require the approval of SLEC.

SLEC may decide how and if any general fund money is added to the fund. There is no cap on the amount that can be put into the fund.

What is the explicit purpose of this Special Project?

The set aside funding reserves for any needed legal proceedings LPTexas engages in.

What are the expected costs to the Party, including any specified expenditure amounts requiring approval?

Variable by case.

Will directed donations be accepted for this Special Project?

Yes, and the main purpose of this fund is to ask donors to specifically help fund LPTexas legal actions.

What is the ending date of the Special Project, or is it meant to be perpetual?

This special project is perpetual.

Who will be the point person(s), lead(s), director(s), contact(s), and/or responsible party for this Special Project?

Chiefly the Chair, and also the other officers of LPTexas.

What will be done with any remaining funds from this Special Project upon its termination?

The special project is intended to be perpetual, however should SLEC remove this special project then SLEC will decide what to do with any remaining funds that exist.

How will the success of this Special Project be measured?

There could be several depending on how SLEC wishes to proceed and given the amounts of funding available:

- Raising enough funds for LPTexas to adequately defend against legal challenges.
- Being sufficiently funded to provide for retention of General or Special Counsel.

Budget

Authorize all direct donations to be expended as needed for legal defense. Other authorizations of expenditures are at the direction of SLEC.

Revenue: Any amount donated to this Special Project or added by an action of SLEC.

Expense: Unknown until needed