



## CHAPTER AFFILIATION AGREEMENT PHI DELTA KAPPA INTERNATIONAL

This CHAPTER AFFILIATION AGREEMENT (this "Agreement") is being made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between Phi Delta Kappa International, Inc., an Indiana nonprofit corporation (hereinafter "PDK"), and \_\_\_\_\_ (the "Chapter").

### RECITALS

**WHEREAS**, PDK is a 501(c)(3) tax exempt organization;

**WHEREAS**, the purpose of PDK is to promote high-quality education, in particular publicly-supported education, as essential to the development and maintenance of a democratic way of life (the "PDK Purpose");

**WHEREAS**, the Chapter agrees to abide by and support the PDK Purpose and objectives to the fullest extent possible by encouraging its members to participate in PDK activities, promote PDK membership, and provide PDK services and education at the chapter level, with the goal of bringing together individuals who are geographically proximate to one another in order to form dynamic networks furthering PDK's Purpose;

**WHEREAS**, the Chapter agrees that it will not adopt any other purpose that detracts from or conflicts with PDK's Purpose or tax exempt status;

**WHEREAS**, PDK and the Chapter both have a vested interest in the success and growth of the organization at all levels; and

**WHEREAS**, the Chapter and PDK have determined that it is in their best interests to enter into this Agreement in order to set forth in writing the terms and conditions of their affiliation.

**NOW THEREFORE**, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated in and made a part of this Agreement.

2. **Grant to the Chapter**

A. **Affiliation**

PDK hereby grants to the Chapter the non-exclusive right to be known as an affiliate of PDK in \_\_\_\_\_ [if chapter represents a particular region/state/city that should be described here] subject to the terms and conditions of this Agreement.

## **B. Intellectual Property and Trademark**

PDK provides a limited, nonexclusive, royalty-free license to the Chapter to use the PDK name, logo and acronym, (or any successor name or logo adopted while this Agreement is in effect), and any and all trademarks or service marks, which PDK now or in the future owns and extends to the Chapter under this Agreement (the “PDK Marks”).

The Chapter agrees not to use, or permit any person or entity to use, the PDK Marks, or copyrighted materials of PDK without PDK's prior written consent, other than limited use of the PDK Marks or copyrighted materials in connection with performance by the Chapter of the specific activities authorized under this Agreement. The Chapter shall not register any trademark or servicemark that contains any part of the PDK Marks or is substantially similar to any of the PDK Marks.

## **3. Relationship of the Parties**

PDK and the Chapter agree to maintain a cooperative and supportive relationship. PDK and the Chapter expect and desire that each shall support, assist and/or participate with the other with respect to all matters of common interest that further the fundamental and primary purposes of each.

PDK and the Chapter are not and shall not be considered joint ventures, partners, legal representatives, or agents of each other. At no time shall either party represent itself to be acting in any of these capacities.

Neither PDK nor the Chapter shall have the right to obligate the other party in any manner and shall not make, or represent that it has the power to make, any agreement, express or implied, on behalf of the other.

## **4. Obligations of PDK**

### **A. Business Conduct**

PDK agrees to conduct business in accordance with the policies and procedures established by PDK's Bylaws, the Board Procedure Handbook, the PDK Code of Conduct, the provisions of this Agreement, and the direction of the PDK Board of Directors (the “PDK Board”).

### **B. Chapter Resources**

PDK agrees to develop and maintain resources (i.e. Model Bylaws for Chapters, Conflict of Interest forms, training materials, form Chapter minutes, templates, etc.) for the benefit of the Chapters.

## **5. Obligations of the Chapter**

### **A. Business Conduct**

The Chapter agrees to conduct business in accordance with the PDK Bylaws, the PDK Purpose, the PDK Code of Conduct, the PDK Board Procedure Handbook, the provisions of this Agreement, and the policies and procedures established by the PDK Board from time to time. The Chapter shall ensure that all of its activities promote PDK's 501(c)(3) purpose.

The Chapter shall have a minimum of two (2) elected officers, including a President and Treasurer (Chapters are encouraged to identify additional officers as needed). One member may not fill both positions, and an officer may not remain in the same position for more than four (4) years.

#### **B. Activities and Purposes**

The Chapter shall endeavor to sponsor programs and activities that fulfill the purposes and objectives of PDK as listed in the Board Policy Procedure Handbook. PDK may send appointed representatives to observe such programs and activities.

#### **C. Legal Compliance and Records**

The Chapter agrees to comply with all federal, state and local anti-trust, trade regulation, tax, and all other applicable laws, regulations, and ordinances.

The Chapter agrees to maintain suitable records of all business transactions.

The Chapter shall keep minutes for all member and Board meetings. Chapter minutes should be in substantially the same form as the form minutes provided to the Chapter by PDK.

The Chapter shall adopt the Conflict of Interest policies, non-discrimination, anti-harassment and whistle-blower policies as set forth in Exhibit A to this Agreement.

The Chapter shall adopt Bylaws and other governance documents that are substantially similar to the form Bylaws and other governance documents provided to the Chapter by PDK and found in Exhibit B. Any material changes or amendments to Chapter Bylaws shall be approved by the PDK Executive Director prior to adoption.

#### **D. Bank Account**

The Chapter must have a non-personal chapter bank account.

#### **E. Annual Reporting**

The Chapter agrees to file with PDK an annual report which shall be due June 30 of each year, or as otherwise specified by PDK (the "Annual Report"). Such Annual Report shall include the following information, as well as all other such information as PDK shall reasonably require of the Chapter:

- Name of the President and Treasurer for the next year (If there are changes to leadership or primary contact between annual reports the Chapter shall submit those changes to PDK as they occur);
- Bank account information; and
- Information regarding the Chapter's submission of its required IRS Form 990-N (E-postcard).

Additionally, from time to time, PDK may request certain information from the Chapter in order to obtain and maintain tax exempt status. The Chapter agrees to provide this information to PDK within thirty (30) days of such a request.

## **6. Membership**

All PDK members may affiliate with a PDK chapter or not at their discretion. All membership dues, including both PDK and Chapter dues, shall be collected directly from members by PDK. Chapter members must be a member of PDK.

PDK establishes PDK member dues. Chapter shall establish Chapter dues, within the parameters set forth by PDK in the Board Procedure Handbook. On a regular basis, the Chapter will receive allocated dues as established by the PDK Board for each chapter-affiliated member plus any additional dues established locally by the Chapter. PDK shall bill the member for PDK dues, as well as Chapter dues. Chapters must submit to PDK requests to change Chapter dues by March 1. Unless authorized by the PDK Board, the Chapter may not increase its local dues more than 15% per year.

An accurate and up-to-date list of Chapter members (the "Chapter List") shall be maintained by PDK and made accessible to the Chapter leaders. This information shall be considered confidential information subject to the confidentiality terms of this Agreement.

The Chapter List shall be available to the Chapter for use in contacting its members for matters related to Chapter business or in furtherance of PDK's Purpose. The Chapter and the Chapter leaders shall follow PDK guidelines regarding Chapter List usage, and may not sell, rent, or provide the Chapter List to any third party, without PDK's prior written consent. Additionally, no Chapter officer or member may use the Chapter list for solicitations or advertising of non-Chapter business.

## **7. Fundraising**

With the exception of membership, the Chapter is encouraged to seek alternative funding or sponsorship as needed to support local activities and events. Affiliation with PDK may not give the Chapter 501(c)(3) public charity status, so gifts given directly to the Chapter should not be considered tax-deductible and the Chapter should in no way imply that such gifts are tax-deductible, unless otherwise advised in writing by PDK.

The Chapter and PDK shall keep each other informed of existing corporate sponsors and applications by new corporate sponsors. To the extent there is overlap between the Chapter and PDK sponsors, the Chapter and PDK will coordinate sponsorship matters. The Chapter will be clear in all communications with sponsors or potential sponsors that gifts to the Chapter do not imply any benefits at the national level.

Upon request to and approval by the PDK Board, PDK and the Chapter can work together to fundraise for local projects. Donations made to PDK for such projects will be tax-deductible to the donor to the extent permitted by the IRS and can be remitted to the Chapter for use solely on that project.

## **8. Political Lobbying**

The Chapter will not take actions considered to be direct or grassroots lobbying under IRS 501(c)(3) regulations or any actions that may be construed as such under national, state, or local law without the express consent of the PDK Board. The Chapter shall not endorse any candidates for political office.

## **9. Confidentiality**

The Chapter and its leadership agree to maintain the confidentiality of any Confidential Information provided to it by PDK on or after the date hereof. The term "Confidential Information" shall include, without limitation, the following types of information or other information of similar nature (whether or not reduced to writing or designated as confidential): information relating to PDK generally, as well as specific PDK business plans, committee and Board activities, internal and financial information, membership, and communication information and strategy, and any other information related to PDK's business that is not in the public domain and/or that is customarily considered within the industry and profession to be confidential. Confidential Information shall not consist of information that (i) was in the Chapter's possession on or before the date that it received such information from PDK; (ii) was received by the Chapter from another third party that was not known to the Chapter to be under any obligation of confidentiality to PDK; (iii) was, is, or becomes public knowledge other than by a breach of confidentiality by the Chapter; or (iv) anything that the Chapter develops on its own without any resources from PDK.

## **10. Tax Requirements**

The Chapter shall have the same fiscal year as PDK. Additionally, within thirty (30) days after receiving notice from PDK, the Chapter shall provide PDK with all information reasonably needed to file proper returns or filings with the Internal Revenue Service. All such information shall be provided in the reporting format set forth by PDK.

## **11. Indemnification**

The Chapter hereby indemnifies and holds harmless PDK and its officers, directors, employees and members (the "PDK Indemnified Parties") from any and all liabilities, obligations, losses, damages, costs, expenses, claims, penalties, lawsuits, proceedings, actions, judgments, disbursements of any kind whatsoever, interest, fines, settlements, and reasonable attorney's fees and expenses that the PDK Indemnified Parties may incur, sustain, or become subject to arising out of, or in connection with: (1) the Chapter's breach of this Agreement; or (2) any act or omission by the Chapter or any of its officers, directors, members, employees, or agents thereof.

PDK hereby indemnifies and holds harmless the Chapter and its officers, directors, and employees (the "Chapter Indemnified Parties") from any and all liabilities, obligations, losses, damages, costs, expenses, claims, penalties, lawsuits, proceedings, actions, judgments, disbursements of any kind whatsoever, interest, fines, settlements, and reasonable attorney's fees and expenses that the Chapter Indemnified Parties may incur, sustain, or become subject to arising out of, or in connection with: (1) PDK's breach of this Agreement; or (2) any act or omission by PDK or any of its officers, directors, members,

employees, or agents thereof. This Section 11 shall survive the termination of this Agreement.

## **12. Insurance**

PDK may, to the extent reasonable and practical, as determined solely by the PDK Board, obtain and maintain General Liability, and Director and Officer Insurance for the Chapter. A copy of the PDK policies shall be provided to the Chapter. In the event that the PDK Board determines that it is no longer able to maintain such coverage, it will notify the Chapter at least sixty (60) days in advance of any changes to a policy.

## **13. Termination, Probation, and Inactivity**

Either PDK or the Chapter may terminate this Agreement upon sixty (60) days' prior written notice to the other party. Either PDK or the Chapter may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, dissolution, fraud, willful misconduct, or material breach of this Agreement.

Except as otherwise stated herein, upon termination of this Agreement, neither party shall have further responsibility under this Agreement and the Chapter agrees that it shall: (i) become immediately and completely disaffiliated with PDK; (ii) no longer represent itself as being connected with PDK; and (iii) cease all use of the PDK Marks and copyrighted materials.

Additionally, in the event that the Chapter fails to meet the requirements set forth in this Agreement, the PDK Board Procedure Handbook or other PDK policies and procedures, the Chapter may be placed on probationary or inactive status pursuant to the terms and conditions set forth in the PDK Board Procedure Handbook.

## **14. Successors and Assigns**

This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

## **15. Signing Authority**

Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

## **16. Entire Agreement; Amendment; Severability**

This Agreement constitutes the entire Agreement between PDK and the Chapter with respect to the subject matter contained herein and may only be amended in writing executed by both parties. Any waiver by either party to this Agreement of any provision shall not be construed as a waiver of any other provision of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain enforceable.

**17. Governing Law and Venue**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the competent courts of the Commonwealth of Virginia and shall be properly filed within any court of competent jurisdiction located in the Commonwealth of Virginia.

**18. Counterparts**

This Agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PHI DELTA KAPPA INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: William J. Bushaw  
Title: Executive Director

\_\_\_\_\_  
Date

[NAME OF CHAPTER]

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Date

## EXHIBIT A

### 1. Nondiscrimination

PDK is committed to nondiscrimination. No PDK member or potential member will be discriminated against or treated unfavorably because of race, color, religion, national origin, sex, age, sexual orientation, or disability. All PDK chapter bylaws will be regularly reviewed to assure their full adherence to this nondiscrimination commitment.

Any member or chapter officer who is aware of any alleged violation by a chapter officer should report such concerns to the local chapter leadership as soon as possible. If unresolved, alleged violations should be forwarded to PDK International in order to investigate and resolve complaints.

### 2. Harassment

Chapter leadership should work to create an environment that is free from all forms of discrimination, including harassment on the basis of race, color, religion, gender, national origin, age, sexual orientation, and disability.

Prohibited harassment occurs when verbal or physical conduct defames or shows hostility toward an individual because of his or her race, color, religion, gender, national origin, age, sexual orientation, or disability, or that of the individual's relatives, friends, or associates; creates or is intended to create an intimidating, hostile, or offensive environment.

Harassing conduct includes, but is not limited to:

- Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts, which relate to race, color, religion, gender, national origin, age, sexual orientation or disability.
- Written or graphic material that defames or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, sexual orientation, or disability and that is placed on walls, bulletin boards, or elsewhere near member gatherings.

Any member or chapter officer, who is aware of any alleged violation by a chapter officer should report such concerns to the local chapter leadership as soon as possible. If unresolved, alleged violations should be forwarded to PDK International in order to investigate and resolve complaints. No victim retaliation or discrimination will result from any good-faith complaint made under this policy.

### 3. Sexual Harassment

It is the policy of PDK to provide an environment free from sexual and sex-based harassment. It is against the policy for a chapter officer to sexually harass a chapter member, potential chapter member, or vendor. Sexual harassment or sex-based harassment occurs when unwelcome conduct of a sexual nature creates an intimidating, hostile, or offensive environment.

- Sexual and sex-based harassment may include:
- Requests for sexual favors
- Unwanted physical contact, including touching, pinching, or brushing the body
- Verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats



- Non-verbal conduct, such as display of sexually suggestive objects or pictures, leering, whistling, or obscene gestures
- Acts of physical aggression, intimidation, hostility, threats, or unequal treatment based on sex (even if not sexual in nature)

Any member who is aware of any alleged violation should report such concerns to the local chapter leadership as soon as possible. If unresolved, alleged violations should be forwarded to PDK International in order to investigate and resolve complaints.

#### **4. Conflict of Interest**

PDK chapter officers should not derive any personal profit or gain, directly or indirectly, by reason of his or her participation in PDK chapter activities. Each chapter officer shall disclose to the chapter leadership any personal interest that he or she may have in any matter pending before the chapter and shall refrain from participation in any decision on such matter.

Any chapter officer who is an officer, board member, a committee member, or staff member of a client organization or vendor of PDK shall identify his or her affiliation with such agency or agencies; further, in connection with any chapter action specifically directed to that agency, s/he shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the chapter board.

#### **5. Whistle Blower**

PDK is committed to maintaining the highest standard of conduct and ethical behavior. All members shall act with honesty, integrity and openness in all their dealings as representatives for the Association. In keeping with the policy, chapter leadership will investigate any suspected fraudulent or dishonest use or misuse of the chapter's resources or property by its board members, consultants or other volunteers. Failure to follow ethical standards will result in disciplinary action including possible dismissal from one's board or volunteer duties and possible civil or criminal action if warranted. All members, consultants, and volunteers are encouraged to report suspected fraudulent or dishonest conduct, i.e. to act as "whistle-blower" pursuant to the procedures set forth below.

##### **DEFINITIONS**

Whistle Blower: A member, consultant or volunteer who informs chapter leaders, or, if necessary, PDK's Executive Director about an activity relating to the chapter, which that person believes to be fraudulent or dishonest.

Fraudulent or Dishonest Conduct: A deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- Forgery or alteration of documents;
- Unauthorized alteration or manipulation of computer files;
- Fraudulent financial reporting;
- Pursuit of a benefit or advantage in violation of Conflict of Interest policy above;
- Misappropriation or misuse of chapter resources, such as funds, supplies, or other assets; and
- Authorizing or receiving compensation for goods not received or services not performed.

Baseless Allegations: Allegations made with reckless disregard for their truth or falsity. Any person making such allegations may be subject to disciplinary action by the chapter or PDK,

and/or legal claims by the chapter, PDK or by individuals accused of such conduct.

## REPORTING

Concerns about possible fraudulent or dishonest use or misuse of resources or property may be reported by chapter members or volunteers. Chapter members and local volunteers should report concerns to the local chapter leadership.

If for any reason a person finds it difficult to report his or her concerns to local chapter leadership, the person may report the concerns directly to the Executive Director.

To facilitate reporting of suspected violations where the reporter wishes to have his or her name kept confidential, a written statement of the concern may be submitted to any of the individuals listed above specifying the desire for confidentiality. Anonymous claims will not be investigated.

### Investigation

All relevant matters, including suspected but unproved matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the complaint. Appropriate corrective action will be taken, if necessary. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

### Whistle-Blower Protection

PDK will protect whistle-blowers as defined below.

- Chapter leadership will use its best efforts to protect whistle-blowers against retaliation. Whistle-blowing complaints will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that whistle-blower complaints will only be shared with those who have a need to know so that chapter leaders can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate cases, with law enforcement personnel. Should disciplinary or legal action be taken against a person or persons as a result of a whistle-blower complaint, such persons may also have the right to know the identity of the whistle-blower.
- Members, consultants and volunteers of chapters may not retaliate against a whistle-blower for informing chapter leaders about an activity which that person believes to be fraudulent or dishonest with the intent or effect of adversely affecting the terms or conditions of the whistle-blower's position, including but not limited to, threats of physical harm, loss of membership or position within the chapter. Whistle-blowers who believe that they have been retaliated against may file a written complaint with chapter leaders or, if necessary, PDK's Executive Director.
- Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated.
- Whistle-blowers must be cautious to avoid baseless allegations, as described earlier in the definitions section of this policy.

## EXHIBIT B

### PHI DELTA KAPPA INTERNATIONAL, INC. CHAPTER BYLAWS TEMPLATE

*This template includes the minimum recommended Articles, Sections, and language to be included in chapter bylaws. A chapter may add additional Articles, Sections, and language, provided they are in compliance with applicable IRS regulations and PDK's bylaws, policies and procedures.*

*Notes and guidance for the chapter are included in parentheses; this information should be deleted in the final submitted bylaws. [Brackets indicate where the chapter should substitute/add its own specific information.]*

*Upon completion of the draft bylaws, they must be submitted to PDK for review and approval by the PDK Executive Director prior to being adopted by the chapter. To submit your chapter's draft bylaws, send an electronic version of the completed draft to PDK at [memberservices@pdkintl.org](mailto:memberservices@pdkintl.org).*

#### [NAME of CHAPTER] BYLAWS

##### **ARTICLE I – NAME AND OBJECTIVES**

###### **Section 1. Name and Region**

The name and title of the chapter shall be:

[ \_\_\_\_\_ ] Chapter of Phi Delta Kappa International (the "Chapter").

The Chapter shall be located in the region assigned to it by Phi Delta Kappa International, Incorporated ("PDK") and shall be headquartered in [City, State].

###### **Section 2. Purposes**

The objectives of the Chapter are to foster the purposes of PDK and to provide a vehicle by which members can meet and discuss matters of mutual interest.

##### **ARTICLE II – ADMINISTRATION**

###### **Section 1. Books and Records**

- a. The Chapter shall obtain a chapter list from PDK with the names and contact information of the members entitled to vote.
- b. All books and records of the Chapter may be inspected by any member having voting rights, for any proper Chapter purpose, at any reasonable time.

###### **Section 2. Fiscal Year**

The fiscal year of the Chapter shall be the same fiscal year as PDK.

## **ARTICLE III – MEMBERSHIP**

### **Section 1. Chapter Membership**

- a. No person may be a member of the Chapter unless he or she is also a member in good standing of PDK. No person who is a member in good standing of PDK and who pays all applicable Chapter and PDK dues may be denied membership in the Chapter.
- b. Chapter membership categories and voting rights shall be the same as those established in the PDK bylaws. All members may vote on chapter issues and hold chapter office.
- c. Membership in the Chapter may be terminated for non-payment of Chapter or PDK dues. (Note: membership categories and voting rights may not be changed by Chapters.)

### **Section 2. Dues and Assessments**

Chapter members shall timely pay Chapter dues. PDK shall bill Chapter members for PDK dues, as well as Chapter dues.

## **ARTICLE IV – OFFICERS**

### **Section 1. Officers**

- a. The officers of the Chapter are:  
President  
Treasurer  
(Chapter may add additional officers as appropriate for its needs.)
- b. The term of office shall be two (2) years or until a successor is elected and assumes office.
- c. No Chapter officer may serve more than two (2) terms in succession in the same office.
- d. No member may serve simultaneously as both President and Treasurer.

### **Section 2. Duties**

- a. The President:
  - Serves as the official voice and representative of the Chapter.
  - Presides over Chapter meetings.
  - Performs such other duties as the Chapter may require.
- b. The Treasurer:
  - Ensures that Chapter financial transactions are timely and proper and that Chapter financial accounts are properly maintained.
  - Ensures that Chapter financial records and tax forms are properly maintained and submitted.
  - Performs such other duties as the Chapter may require.

(Add the duties of any additional officers established by the Chapter.)

### **Section 3. Board of Officers**

Collectively, the officers of the Chapter shall make up the Board of Officers. The Board of Officers shall be the governing and policy-making body of the Chapter and shall have responsibility for supervising the activities of the Chapter.

### **Section 4. Eligibility**

The Officers of the Chapter must be members of PDK in good standing.

### **Section 5. Nomination and Election**

- a. At least three (3) months before the next term of office begins, the Board of Officers shall appoint a nominations committee consisting of at least three (3) voting members in good standing. The nominations committee shall recruit and accept nominations for each officer position due for election.
- b. At least two (2) months before the next term of office begins the nominations committee shall publicize officer openings and identified nominees to all Chapter members. Additional nominations may be made, up to the date of election, provided that the nominated member is in good standing and meets the requirements for the office.
- c. At least one (1) month before the next term of offices begins, the election of officers shall be held. The election may be conducted by email, regular mail, and/or at a regular meeting of the Chapter, provided that at least 30 days notice of the pending election and procedures for voting has been given to all Chapter members.
- d. A plurality of those voting for each position shall be required to elect.

### **Section 6. Vacancy and Removal**

- a. No Chapter officer may remain in office if he/she no longer meets the eligibility criteria for office.
- b. Should any elected or appointed officer be unable to fulfill his/her elected term, the remaining officers (by majority vote) shall appoint a member to fill the vacant position for the remainder of the term. The appointed member must meet the qualification requirements for the position.
- c. Any Chapter officer may be removed from office by a vote of the membership for failure to perform the duties of office, negligence, violation of PDK's policies or procedures, or any other reason, provided that:
  1. The members of the Chapter, including the officer to be removed, have been notified in advance of the reason for potential removal.
  2. The officer has been provided an opportunity to respond on his/her own behalf.
  3. A majority of a quorum at a properly noticed and held meeting vote to remove the officer from office.

## **ARTICLE V – MEETINGS**

### **Section 1. Regular Meetings**

- a. Chapter meetings may be held at such intervals as may be decided by the Chapter, but not less than two (2) times per year.

- b. Notification of each regular meeting shall be made at least thirty (30) days before the meeting.

## **Section 2. Special Meetings**

- a. Special meetings of the Chapter may be called by the Chapter officers or by written request of ten percent (10%) of the members eligible to vote in Chapter elections.
- b. Notification of such meeting shall state the purpose of the meeting and shall be made at least ten (10) days before the meeting.

## **Section 3. Quorum**

The presence of at least four (4) members or twenty percent (20%) of the Chapter members who are eligible to vote, whichever is greater, constitutes a quorum for the transaction of business at any regular or special Chapter meeting. A majority vote of the quorum shall be required to take action, unless a greater vote is required by law, PDK's bylaws, or these Bylaws.

## **Section 4. Voting**

At every meeting of the Chapter members, each voting Chapter member shall have one vote on any matter put before the membership. In the absence of a voting Chapter member, such Chapter member may vote by proxy. Meetings may also be held via conference call, or other form of communication by which all participants can hear one another.

## **Section 5. Waiver of Notice**

Whenever any notice of any meeting of the members is required under provision of law or these Bylaws, a member may waive the notice requirement by signing a written waiver. The written waivers should be filed with the record of the meeting and may be prepared before or after the meeting. Any member present at any meeting, who does not object to the absence of notice, has waived the notice requirement.

## **ARTICLE VI – RELATIONSHIP WITH PDK AND OTHER PROVISIONS**

### **Section 1. Relationship with PDK**

The Chapter is a unit of PDK. Any action taken by the Chapter without the prior written consent of PDK's Board of Directors shall not be binding on PDK. PDK does not authorize the Chapter to act as an express or implied agent for, or on behalf of, PDK without the prior written consent of PDK.

### **Section 2. Chapter Activities**

The Chapter shall be responsible, in addition to upholding the purpose of PDK, for the following: 1) promoting membership, 2) inducting and retaining members, 3) carrying out fiscal responsibilities according to PDK policies, 4) promulgating programs and services related to education, 5) fostering and supporting diversity and equity, 6) maintaining these Chapter Bylaws, 7) supporting the Phi Delta Kappa Educational Foundation, and 8) communicating with Chapter members and PDK.

Notwithstanding any other provisions of these Bylaws, the Chapter shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 501 (c)(3) of the U.S. Internal Revenue Code of 1986, or any successor provision.

### **Section 3. Logo and Name**

All public uses by the Chapter of PDK's name, trademarks, and/or logos must be in compliance with the terms of the PDK Chapter Affiliation Agreement. Any Chapter logo must be approved in advance in writing by PDK.

### **Section 4. Dissolution**

The Chapter may be dissolved by: (i) a two-thirds majority vote of the voting Chapter members; or (ii) a majority vote of the PDK Board of Directors, when such Chapter has been inactive for over one (1) year, or when such action is determined to be in the best interests of PDK. Chapter dissolution shall not affect PDK membership status of the members assigned to such Chapter. Upon dissolution, all Chapter funds shall revert to PDK. The Chapter President shall be responsible for closing the Chapter, ensuring that all Chapter debts and obligations are paid, and all Chapter records are sent to PDK headquarters.

## **ARTICLE VII – AMENDMENT OF THE BYLAWS**

### **Section 1. Chapter Responsibility**

The Chapter shall ensure that these Bylaws are kept current in relation to PDK's bylaws, policies and procedures. The Chapter shall abide by PDK's bylaws, policies and procedures. In the event that these Chapter Bylaws conflict with any PDK governing document or policy or procedure, the latter shall prevail and the Chapter Bylaws shall be revised accordingly.

### **Section 2. Amendment Process**

The Board of Officers shall review the Chapter's Bylaws whenever it receives notice that PDK's bylaws have been amended and, in any case, at least once during every term of office. Should changes be required, the Board of Officers will draft suggested amendments to be submitted to the PDK Executive Director for approval. Upon such approval, such amendments shall be submitted for approval to the Chapter membership at the next regularly scheduled Chapter meeting or through a mail or electronic ballot, provided that the notice of proposed amendments shall be given to all voting members of the Chapter at least 10 days before the voting deadline. Should a majority of those voting support the proposed amendments, the new amendments shall be adopted.

# EXHIBIT C

[NAME OF CHAPTER]

## MINUTES OF THE

\_\_\_\_\_, 201\_ MEMBERS MEETING

### A. CALL TO ORDER

A meeting of the members of the [Name of Chapter] had held on \_\_\_\_\_, 201\_. The meeting was called to order at approximately \_\_\_\_\_ am/pm.

The following members were present: \_\_\_\_\_.

\_\_\_\_\_ was appointed the secretary of the meeting.

A quorum was present, so the meeting could proceed.

### B. CHAPTER REPORT

[A brief summary should be given regarding any major events that took place within Chapter since the last meeting. Discussion should be allowed. A detailed account of this discussion does not need to be recorded.]

Upon motion duly made and seconded, the Chapter members approved and ratified the actions taken by the Board and officers of the Chapter up to and including the date of the meeting

### C. OLD BUSINESS

1. [Name of Topic]. The members discussed \_\_\_\_\_. A motion was made by \_\_\_\_\_ to [State action to be taken]. The motion was seconded and approved by the Chapter members.

2.

3.

### D. NEW BUSINESS

1. [Name of Topic]. The members discussed \_\_\_\_\_. A motion was made by \_\_\_\_\_ to [State action to be taken]. The motion was seconded and approved by the Chapter members.

2.

3.



**E. NEXT MEETING/ADJOURNMENT**

The next meeting will be held on \_\_\_\_\_ \_\_, 201\_\_.

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_

Name:

Title: Secretary of the Meeting

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