

INTERNATIONAL ASSOCIATION OF WORKFORCE PROFESSIONALS CHAPTER AFFILIATION AGREEMENT

This Chapter Affiliation Agreement (hereafter "Agreement") is made this the _____ day of _____, 20____ by and between the International Association of Workforce Professionals, Inc. (hereinafter "IAWP") and the _____ Chapter of the International Association of Workforce Professionals (hereinafter "Chapter").

RECITALS

WHEREAS, IAWP is a 501(c)(6) tax exempt organization;

WHEREAS, the IAWP shall foster the following and related purposes, namely:

To enhance the individual competence, knowledge and proficiency of members interested in all occupations in the Workforce Development field.

To provide an international forum for the exchange of information.

To support administrators in carrying out programs, and to assist in the continued improvement of the administration of programs and services.

To promote public and legislative awareness of the skillful services provided by the personnel of these programs.

To provide information to members on proposed legislation and policy matters affecting these programs.

To foster a closer working relationship with organizations that have common concerns regarding the improvement of the Workforce Development field.

To contribute toward the advancement of peace, goodwill, and international understanding through world fellowship among persons interested in these programs.

WHEREAS, the Chapter agrees to abide by and support the IAWP purpose and objectives to the fullest extent possible by encouraging its members to participate in IAWP activities, promote IAWP membership, and provide IAWP 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 IAWP's mission and purpose;

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

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

WHEREAS, the Chapter and IAWP 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:

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

GRANTS TO THE CHAPTER

Affiliation - IAWP hereby grants to the Chapter the non-exclusive right to be known as an affiliate of IAWP in the State of _____ subject to the terms and conditions of this Agreement.

Intellectual Property and Trademark - IAWP provides a limited, nonexclusive, royalty-free license to the Chapter to use the IAWP 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 IAWP now or in the future owns and extends to the Chapter under this Agreement (the "IAWP Marks").

The Chapter agrees not to use, or permit any person or entity to use, the IAWP Marks, or copyrighted materials of IAWP without IAWP's prior written consent, other than limited use of the IAWP 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 service mark that contains any part of the IAWP Marks or is substantially similar to any of the IAWP Marks.

RELATIONSHIP OF THE PARTIES

IAWP and the Chapter agree to maintain a cooperative and supportive relationship. IAWP 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.

IAWP 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 IAWP 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.

OBLIGATIONS OF IAWP

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

Chapter Resources - IAWP agrees to develop and maintain resources for the benefit of the Chapters. (i.e. model forms and templates for bylaws, conflict of interest, training materials, minutes, etc.)

OBLIGATIONS OF THE CHAPTER

Business Conduct - The Chapter agrees to conduct business in accordance with the IAWP Bylaws, mission and purpose, Standing Rules, the provisions of this Agreement, and the policies and procedures established by the IAWP Board from time to time. The Chapter shall ensure that all of its activities promote IAWP's 501(c)(6) mission.

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

Chapters are encouraged to identify additional officers, as needed.

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

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

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

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 IAWP.

The Chapter shall adopt the policies set forth in Exhibit A, which include conflict of interest, non-discrimination, anti-harassment and whistleblower policies.

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 IAWP, and found in Exhibit B. Any material changes or amendments to Chapter Bylaws shall be approved by the IAWP Executive Director prior to adoption.

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

Reporting - The Chapter agrees to file with IAWP an annual report which shall be due on or before June 30 of each year, or as otherwise specified by IAWP (the "Annual Report"). The annual report will include a list of officers, roster of current members, operating plan, bylaws and guiding documents, most recent financial report, and examples of communications as well as all other such information as IAWP shall reasonably require of the Chapter.

Chapters are required to report any change in officers to IAWP within 30 days. The information shall include the new officer's name, title, phone, email, and mailing address.

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

MEMBERSHIP

IAWP members may affiliate with an IAWP chapter, or not, at their discretion. All Chapter members must be a member of IAWP.

IAWP establishes IAWP membership classifications, categories, and dues. Chapters may not create any additional membership classifications, categories, or dues without first receiving written permission from the IAWP Executive Director.

The IAWP board designates a portion of dues as a rebate to chapters. For members joining through IAWP, IAWP will return the rebate portion of dues to chapter at least on a quarterly basis with a membership list. For members joining through a chapter, the Chapter will transmit membership data and the IAWP portion of the dues at least once per quarter.

An accurate and up-to-date list of Chapter members (the "Chapter List") shall be maintained by IAWP 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 IAWP's Purpose.

The Chapter and the Chapter leaders shall follow IAWP guidelines regarding Chapter List usage, and may not sell, rent, or provide the Chapter List to any third party, without IAWP's prior written consent. Additionally, no Chapter officer or member may use the Chapter list for solicitations or advertising of non-Chapter business.

FUNDRAISING

With the exception of membership, the Chapter is encouraged to seek alternative funding or sponsorship as needed to support local activities and events. Gifts to the Chapter may be deductible as an ordinary business expense but are not tax-deductible, and the Chapter should not imply that such gifts are tax-deductible, unless otherwise advised in writing by IAWP.

The Chapter and IAWP 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 IAWP sponsors, the Chapter and IAWP 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 IAWP Executive Director, IAWP and the Chapter can work together to fundraise for local projects.

POLITICAL LOBBYING

The Chapter may not promote, promulgate, nor represent views on public issues as being endorsed by the IAWP unless authorized by the Executive Director. Without authorization, such personal views may not be disseminated to the general public nor to government officials using IAWP letterhead, IAWP position titles, or in any way giving the appearance of IAWP endorsement.

The Chapter shall not endorse or support any candidates for political office.

CONFIDENTIALITY

The Chapter and its leadership agree to maintain the confidentiality of any Confidential Information provided to it by IAWP 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 IAWP generally;
- Specific IAWP business plans, committee and Board activities, internal and financial information, membership, and communication information and strategy; and
- Any other information related to IAWP'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:

- Was in the Chapter's possession on or before the date that it received such information from

IAWP;

- Was received by the Chapter from another third party that was not known to the Chapter to be under any obligation of confidentiality to IAWP;
- Was, is, or becomes public knowledge other than by a breach of confidentiality by the Chapter; or
- Anything that the Chapter develops on its own without any resources from IAWP.

TAX REQUIREMENTS

The Chapter shall have the same fiscal year as IAWP, which is January 1 to December 31.

The Chapter shall annually prepare and file all required federal and state tax returns.

The Chapter will send IAWP a copy of all tax returns within 30 days of filing, and as part of the Annual Report.

INDEMNIFICATION

The Chapter hereby indemnifies and holds harmless IAWP and its officers, directors, employees and members (the "IAWP 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 IAWP 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.

IAWP 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) IAWP's breach of this Agreement; or
- 2) any act or omission by IAWP or any of its officers, directors, members, employees, or agents thereof.

This section shall survive the termination of this Agreement.

INSURANCE

IAWP may, to the extent reasonable and practical, as determined solely by the IAWP Board, obtain and maintain General Liability, and Director and Officer Insurance for the Chapter. A copy of the IAWP policies shall be provided to the Chapter.

In the event that the IAWP 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.

TERMINATION, PROBATION, AND INACTIVITY

Either IAWP or the Chapter may terminate this Agreement upon sixty (60) days' prior written notice to the other party. Either IAWP 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:

- Become immediately and completely disaffiliated with IAWP;
- No longer represent itself as being connected with IAWP; and
- Cease all use of the IAWP Marks and copyrighted materials.

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

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.

SIGNING AUTHORITY

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

ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY

This Agreement constitutes the entire Agreement between IAWP 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.

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.

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.

**INTERNATIONAL ASSOCIATION OF
WORKFORCE PROFESSIONALS, INC.**

Steve Bent
Executive Director

Date

_____ **CHAPTER**
OF THE INTERNATIONAL ASSOCIATION
OF WORKFORCE PROFESSIONALS, INC.

By: _____
Chapter President

Date

EXHIBIT A REQUIRED POLICIES

Conflict of Interest

IAWP chapter officers should not derive any personal profit or gain, directly or indirectly, by reason of his or her participation in IAWP 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 IAWP 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.

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 IAWP International in order to investigate and resolve complaints. No victim retaliation or discrimination will result from any good-faith complaint made under this policy.

Sexual Harassment

It is the policy of IAWP 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, but is not limited to:

- 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; and
- 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 IAWP International in order to investigate and resolve complaints.

Nondiscrimination

IAWP is committed to nondiscrimination. No IAWP 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 IAWP 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 IAWP International in order to investigate and resolve complaints.

Whistleblower

IAWP 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 a "whistleblower" pursuant to the procedures set forth below).

WHISTLEBLOWER PROTECTION

IAWP will protect whistleblowers as defined below.

Chapter leadership will use its best efforts to protect whistleblowers 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 whistleblower 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 whistleblower complaint, such persons may also have the right to know the identity of the whistleblower.

Members, consultants and volunteers of chapters may not retaliate against a whistleblower 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 whistleblower's position, including but not limited to, threats of physical harm, loss of membership or position within the chapter. Whistleblowers who believe that they have been retaliated against may file a written complaint with chapter leaders or, if necessary, IAWP's Executive Director.

Any complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated.

Whistleblowers must be cautious to avoid baseless allegations, as described earlier in the definitions section of this policy.

DEFINITIONS

Whistleblower: A member, consultant or volunteer who informs chapter leaders, or, if necessary, IAWP'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 IAWP, and/or legal claims by the chapter, IAWP 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.

EXHIBIT B CHAPTER BYLAWS

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 IAWP'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 IAWP for review and approval by the IAWP 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 IAWP at ~~memberservices@IAWPintl.org~~ info@iawponline.org.

BYLAWS OF THE [COMPLETE NAME OF CHAPTER]

ARTICLE I NAME AND OBJECTIVES

Section 1.1 Name and Region

The name and title of the chapter shall be:

[NAME OF STATE and SUB-CHAPTER CITY OR REGION, IF APPLICABLE] Chapter of International Association of Workforce Professionals (the "Chapter").

The Chapter shall be located in the region [NAME OF STATE and SUB-CHAPTER CITY OR REGION, IF APPLICABLE], assigned to it by the International Association of Workforce Professionals, Inc. ("IAWP") and shall be headquartered in [CITY, STATE].

Section 1.2 Purpose

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

ARTICLE II ADMINISTRATION

Section 2.1 Books and Records

The Chapter shall obtain a chapter list from IAWP with the names and contact information of the members entitled to vote.

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 2.2 Fiscal Year

The fiscal year of the Chapter shall be the same fiscal year as IAWP, which is January 1 to December 31.

ARTICLE III MEMBERSHIP

Section 3.1 Chapter Membership

No person may be a member of the Chapter unless he or she is also a member in good standing of IAWP. No person who is a member in good standing of IAWP and who pays all applicable Chapter and IAWP dues may be denied membership in the Chapter.

Chapter membership categories and voting rights shall be the same as those established in the IAWP bylaws. All members may vote on chapter issues and hold chapter office. *(Note: membership categories and voting rights may not be changed by Chapters.)*

Membership in the Chapter may be terminated for non-payment of Chapter or IAWP dues.

Section 3.2 Dues and Assessments

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

ARTICLE IV OFFICERS

Section 4.1 Officers

The officers of the Chapter are:

- President
- Treasurer

The Chapter may add additional officers as appropriate for its needs.

The term of office shall be two (2) years or until a successor is elected and assumes office. No Chapter officer may serve more than two (2) terms in succession in the same office. No member may serve simultaneously as both President and Treasurer.

Section 4.2 Duties of Officers

Chapter President

- Serves as the official voice and representative of the Chapter.
- Presides over Chapter meetings.
- Performs such other duties as the Chapter may require.

Chapter 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 4.3 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 4.4 Eligibility

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

Section 4.5 Nomination and Election

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.

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.

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.

A plurality of those voting for each position shall be required to elect.

Section 4.6 Vacancy and Removal

No Chapter officer may remain in office if he/she no longer meets the eligibility criteria for office. 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.

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 IAWP's policies or procedures, or any other reason, provided that:

- The members of the Chapter, including the officer to be removed, have been notified in advance of the reason for potential removal.
- The officer has been provided an opportunity to respond on his/her own behalf.
- A majority of a quorum at a properly noticed and held meeting vote to remove the officer from office.

ARTICLE V MEETINGS

Section 5.1 Regular Meetings

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

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

Section 5.2 Special Meetings

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.

Notification of such meeting shall state the purpose of the meeting and shall be made at least ten (10) days before the meeting.

Section 5.3 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, IAWP's bylaws, or these Bylaws.

Section 5.4 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 5.5 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 IAWP AND OTHER PROVISIONS

Section 6.1 Relationship with IAWP

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

Section 6.2 Chapter Activities

The Chapter shall be responsible, in addition to upholding the purpose of IAWP, for the following:

- 1) Promoting membership;
- 2) Inducting and retaining members;
- 3) Carrying out fiscal responsibilities according to IAWP policies;
- 4) Promulgating programs and services related to education
- 5) Fostering and supporting diversity and equity;
- 6) Maintaining these Chapter Bylaws;
- 7) Supporting the International Association of Workforce Professionals Educational Foundation; and
- 8) Communicating with Chapter members and IAWP.

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)~~ **Section 501(c)(6)** of the U.S. Internal Revenue Code of 1986, or any successor provision.

Section 6.3 Logo and Name

All public uses by the Chapter of IAWP's name, trademarks, and/or logos must be in compliance with the terms of the IAWP Chapter Affiliation Agreement.

Any Chapter logo must be approved in advance in writing by IAWP.

Section 6.4 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 IAWP 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 IAWP.

Chapter dissolution shall not affect IAWP membership status of the members assigned to such Chapter.

Upon dissolution, all Chapter funds shall revert to IAWP. 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 IAWP headquarters.

ARTICLE VII AMENDMENT OF THE BYLAWS

Section 7.1 Chapter Responsibility

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

Section 7.2 Amendment Process

The Board of Officers shall review the Chapter's Bylaws whenever it receives notice that IAWP'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 IAWP 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
MINUTES OF THE ANNUAL MEETING OF THE MEMBERS**

This template should be utilized to prepare minutes for the annual meeting of the Chapter's members.

**[NAME OF CHAPTER] MINUTES
[DATE] MEETING OF THE MEMBERS**

CALL TO ORDER

A meeting of the members of the [NAME OF CHAPTER] ~~had~~ was held on [DATE].

The meeting was called to order at approximately [TIME].

The following members were present:

- [MEMBER NAME]
- [MEMBER NAME]
- [MEMBER NAME]

A quorum was present.

[NAME] was appointed secretary of the meeting.

~~A quorum was present, so the meeting could proceed.~~

CHAPTER REPORT

[A brief summary should be given regarding any major events that took place within the 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 Board of Officers? of the Chapter up to, and including, the date of the meeting.

OLD BUSINESS

1. [NAME OF TOPIC] - The members discussed [DESCRIBE TOPIC DISCUSSED].

A motion was made by [NAME] to [STATE ACTION TO BE TAKEN]. The motion was seconded and approved by the Chapter members.

2. [NAME OF TOPIC] - The members discussed [DESCRIBE TOPIC DISCUSSED].

A motion was made by [NAME] to [STATE ACTION TO BE TAKEN]. The motion was

seconded and approved by the Chapter members.

NEW BUSINESS

1. [NAME OF TOPIC] - The members discussed [DESCRIBE TOPIC DISCUSSED].

A motion was made by [NAME] to [STATE ACTION TO BE TAKEN]. The motion was seconded and approved by the Chapter members.

2. [NAME OF TOPIC] - The members discussed [DESCRIBE TOPIC DISCUSSED].

A motion was made by [NAME] to [STATE ACTION TO BE TAKEN]. The motion was seconded and approved by the Chapter members.

NEXT MEETING

The next meeting of the members of the [NAME OF CHAPTER] will be held on [DATE].

ADJOURNMENT

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

Respectfully submitted,

[NAME]
Secretary of the Meeting
[CHAPTER]

Date

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