



## CHAPTER BYLAWS

These bylaws are a standard template required for use by all CUPA-HR Chapters.  
Please do not edit or amend this document.

### ARTICLE I. NAME AND AREA SERVED

The name of the Chapter is the New York Metro Chapter of the College and University Professional Association for Human Resources (CUPA-HR), herein referred to as the “Chapter.” This Chapter includes the five boroughs of New York City, Long Island, Westchester County and others in close proximity who are interested in affiliating with the New York Metro Chapter.

### ARTICLE II. AFFILIATION

The Chapter is affiliated with CUPA-HR as indicated by the signed “CUPA-HR and CUPA-HR-Chapter Affiliation Agreement.”

### ARTICLE III. PURPOSE

The Chapter is organized and is to be operated exclusively for charitable and educational purposes within the meaning of sections 501(c)(3) and 170(c)(2)(B) of the Internal Revenue Code of 1954 (or the corresponding provisions of any further United States Internal Revenue law). The Chapter shall not carry on any activities not permitted to be carried on by organizations exempt from federal income tax under these statutes.

The Chapter supports CUPA-HR’s mission to serve higher education by providing the knowledge, resources, advocacy and connections to achieve organizational and workforce excellence.

The purpose will be accomplished through the strategic priorities of CUPA-HR as approved by the national board and posted on [cupahr.org](http://cupahr.org).

In support of the national organization, chapter leaders will strive to apply the following values to the work of the Chapter:

- **Inclusive Participation and Engagement**  
Participation in chapter programs and events is open to all higher education human resource professionals from any institution in the chapter area, regardless of national CUPA-HR membership status. Higher education human resources professionals outside of the chapter geographic area are also welcome to participate.
- **Integrity**  
We honor our commitments, make decisions in the best interest of higher ed human resources professionals, and act as responsible stewards of chapter resources.
- **Excellence**  
We hold to the highest standards in all that we do as we endeavor to exceed higher ed human resources professionals’ expectations.
- **Partnerships**  
We recognize the benefits of partnership and explore all opportunities to collaborate with other chapters, associations and organizations to advance our objectives.
- **Responsiveness**  
We respond to higher ed human resources professionals needs, inquiries and requests in a timely manner and consistently seek their feedback to improve our products and services.

- **Diverse Perspectives**

We value diverse points of view and actively solicit the input of higher education human resources professionals within our geographic area in making decisions about the Chapter.

## **ARTICLE IV. MEMBERSHIP**

Participation in Chapter programs and events is open to all higher education human resources professionals from any institution in the Chapter area, regardless of national CUPA-HR membership status. Higher education human resources professionals outside of the Chapter geographic area are welcome to participate.

Membership for purposes of voting on Chapter business, is reserved for higher education human resource professionals at CUPA-HR National Association member institutions within the Chapter's defined geographic area.

### **Section 1. Fiscal Year**

The fiscal year shall be from July 1 through June 30.

## **ARTICLE V. BOARD OF DIRECTORS**

### **Section 1. Officers**

The affairs of the Chapter shall be governed by a Board of Directors with specific duties and authority given to the **designated officers** which include **Past President, President, President-elect, Secretary and Treasurer**. All designated officers on the Board of Directors must meet the criteria as outlined in Section 2. Chapter Officer Selection Criteria. Any additional board positions, including terms of office and officer responsibilities, may be appointed at the discretion of the Board of Directors and presented during the regular annual business meeting of the Chapter, or other time as decided by the designated officers.

- A. The **President** serves as the Chief Volunteer of the Chapter and partners with the national CUPA-HR board to achieve the Association's mission. The President provides leadership to the Board of Directors, who sets policy for the Chapter. The President also chairs meetings of the Board after developing the agenda and helps guide and mediate Board actions with respect to organizational priorities and governance concerns. In consultation with other Board members, the President may appoint committees as they determine is advisable to assist in accomplishing the mission and goals of the Chapter.
- B. The **President-elect** shall serve as the special aide to the President and shall assume all President duties in the absence of the President. The President-elect serves as President of the Program Planning Committee charged with planning and implementing the annual conferences and meetings of the Chapter.
- C. The **Past President** shall act as advisor to the President and the Board to ensure continuity of leadership.
- D. The **Treasurer** shall ensure that the Chapter operates on sound fiscal principles. The Treasurer shall present to the Board of Directors the Chapter's annual budget and periodically report on the Chapter's fiscal status. The Treasurer shall recommend to the Board of Directors all fiscal policies and operating procedures.
- E. The **Secretary** shall record all official actions of the Board of Directors and of the membership at the Chapter's annual business meeting. The secretary will also ensure that members are notified of the time, date and place of meetings, and ensure distribution of agenda materials.

### **Section 2. Chapter Officer Selection Criteria**

- A. Commitment to the Chapter and its activities.
- B. All individuals holding a designated officer position must be listed as a representative of a higher education institution that is a member of the CUPA-HR national organization within the Chapter's defined geographic area.
- C. A higher education human resources professional who is currently employed in the field with no less than 50% of their job devoted to human resources activities.

- D. Provide leadership that is consistent with CUPA-HR's commitment to providing equal opportunity for participation in all aspects of the organization without regard to race, gender, national/ethnic origin, sexual orientation, age, veteran, religion or disabled status.

### **Section 3. Terms of Office and Tenure**

Terms of office of the **President, Past President, and President-elect** shall begin on July 1 following the date of election and shall continue until the following June 30. The Chapter President automatically succeeds to the office of Past President in the year following tenure as President. The President-elect shall succeed to the office of President in the year following tenure as President-elect.

The **Secretary** and the **Treasurer** shall serve **two-year terms** beginning on July 1 and ending June 30. Members may be re-elected to a two-year term in these positions. These positions will be filled in alternating years.

### **Section 4. Key Responsibilities of the Board of Directors**

The Board of Directors shall abide by all components outlined in the Affiliation Agreement.

### **Section 5. Vacancies**

In the event of a vacancy in any office, the Board of Directors shall make an interim appointment that shall be for the remainder of the former incumbent's term of office. The President-elect will serve in the absence of the President.

### **Section 6. Removal from Office**

A board member, including designated board officers, may be removed from the Board of Directors for cause by a two-thirds vote of board members then in office and present at any regular or special meetings of the Board of Directors. The proposed removal shall be set forth in the notice of any such regular or special meeting, sent at least 10 days prior thereto.

### **Section 7. Officer Compensation**

Officers shall not receive any stated salaries for their services.

## **ARTICLE VI. MEETINGS**

### **Section 1. Chapter Annual Meetings**

The Chapter shall hold an annual business meeting at a time and place designated by the Board of Directors. Sixty days' notice shall be given by the Board of Directors to members of the Chapter of such dates and places as may be determined for the Annual Meeting. Except as provided elsewhere in these Bylaws, a majority vote of members present as defined in article IV and voting at a properly called meeting shall be sufficient to carry any matter before the Chapter.

Meetings of the Chapter may be postponed or suspended by the Board of Directors when necessary, because of exceptional circumstances, but notification of such postponement or suspension and the reason therefore shall be given to the membership whenever possible at least thirty days in advance of the date on which the meeting of the Chapter ordinarily would be held.

Except as herein provided "Robert's Rules of Order as Revised" shall govern the proceedings of the Chapter during the Annual Meeting.

### **Section 2. Board of Directors Meetings**

The Board of Directors shall meet at the call of the Chapter President, and a majority of the membership of the Board shall constitute a quorum for the purpose of transacting business. Except as provided elsewhere in these Bylaws, a majority vote of board members present and voting at a properly called meeting shall be sufficient to carry any matter before the board.

A. Action by Unanimous Written Consent: Unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Board may take action without holding a meeting if all designated officers consent in writing to the adoption of a resolution authorizing or ratifying an action, and the written consent is filed with the minutes of the proceedings of the Board. Electronic mail may be used to provide consent in writing.

B. Telephonic/Video Conferences: An officer may participate in a meeting of the Board by a conference telephone, video conference or similar communication equipment by which all persons participating in the meeting may communicate with each other, if all participants are advised of the communications equipment, and if the names of all participants in the

conference are divulged to each participant. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

## **ARTICLE VII. LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE**

### **Section 1. Authorization for Indemnification**

The Chapter may indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Chapter to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any authorized representative of the Chapter served in any capacity at the request of the Chapter, by reason of the fact that he or she, his or her testator or intestate, was an authorized representative of the Chapter, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such authorized representative acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Chapter and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. The termination of any such civil or criminal action or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such authorized representative did not act, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Chapter or that he had reasonable cause to believe that his conduct was unlawful.

The Chapter may indemnify any person made, or threatened to be made, a party to an action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he, his testator or intestate, is or was an authorized representative of the Chapter, or is or was serving at the request of the Chapter as a director, member or officer of any other corporation of any kind, domestic or foreign, of any partnership, joint venture, trust, employee benefit plan or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Chapter, except that no indemnification under this paragraph shall be made in respect of (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Chapter, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

### **Section 2. Nonexclusivity**

The indemnification and advancement of expenses granted pursuant to, or provided by, this Article shall not be deemed exclusive of any other rights to which an authorized representative seeking indemnification or advancement of expenses may be entitled, whether contained in the certificate of incorporation or these by-laws or, when authorized by such certificate of incorporation or by-laws, (a) a resolution of members, (b) a resolution of directors, or (c) an agreement providing for such indemnification, provided that no indemnification may be made to or on behalf of any authorized representative if a judgment or other final adjudication adverse to the authorized representative establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than authorized representatives may be entitled by contract or otherwise under law.

### **Section 3. Payment of Indemnification other than by Court Award**

An authorized representative who has been successful on the merits or otherwise in defense of a civil or criminal action or proceeding of the character described in Sections 1 and 2 of this Article shall be entitled to indemnification as authorized in such Sections.

Except as provided in this Section, any indemnification under Sections 1 of this Article or otherwise permitted by Section 2 of this Article, unless ordered by a court, shall be made by the Chapter, only if authorized in the specific case: (1) By the board

acting by a quorum consisting of directors who are not parties to such action or proceeding upon a finding that the authorized representative has met the standard of conduct set forth in Section 1 of this Article or established pursuant to Section 2 of this Article, as the case may be, or, (2) If a quorum under subparagraph (1) is not obtainable or, even if obtainable, a quorum of disinterested directors so directs: (A) By the board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in such sections has been met by such authorized representative, or (B) By the members upon a finding that the authorized representative has met the applicable standard of conduct set forth in such sections. (c) Expenses incurred in defending a civil or criminal action or proceeding may be paid by the Chapter in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such authorized representative to repay such amount as, and to the extent, required by this Article.

#### **Section 4. Indemnification of Authorized Representative by a Court**

Notwithstanding the failure of a corporation to provide indemnification, and despite any contrary resolution of the board or of the members in the specific case under this Article, indemnification shall be awarded by a court to the extent authorized under this Article. Application therefor shall be made on notice to the attorney general and may be made, in every case, either: (1) In the civil action or proceeding in which the expenses were incurred or other amounts were paid, or (2) To the supreme court in a separate proceeding, in which case the application shall set forth the disposition of any previous application made to any court for the same or similar relief and also reasonable cause for the failure to make application for such relief in the action or proceeding in which the expenses were incurred or other amounts were paid. (b) The application shall be made in such manner and form as may be required by the applicable rules of court or, in the absence thereof, by direction of a court to which it is made. Such application shall be upon notice to the corporation. The court may also direct that notice be given at the expense of the Chapter to the members and such other persons as it may designate in such manner as it may require. (c) Where indemnification is sought by judicial action, the court may allow a person such reasonable expenses, including attorneys' fees, during the pendency of the litigation as are necessary in connection with his defense therein, if the court shall find that the defendant has by his pleadings or during the course of the litigation raised genuine issues of fact or law.

#### **Section 5. Other Provisions affecting Indemnification**

All expenses incurred in defending a civil or criminal action or proceeding which are advanced by the Chapter under this Article or allowed by a court under Section 4 of this Article, shall be repaid in case the person receiving such advancement or allowance is ultimately found, under the procedure set forth in this article, not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced by the corporation or allowed by the court exceed the indemnification to which he is entitled. (b) No indemnification, advancement or allowance shall be made under this Article in any circumstance where it appears: (1) That the indemnification would be inconsistent with the law of the jurisdiction of incorporation of a foreign corporation which prohibits or otherwise limits such indemnification; or (2) That the indemnification would be inconsistent with a provision of the certificate of incorporation, a by-law, a resolution of the board or of the members, an agreement or other proper corporate action, in effect at the time of the accrual of the alleged cause of action asserted in the threatened or pending action or proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or (3) If there has been a settlement approved by the court, that the indemnification would be inconsistent with any condition with respect to indemnification expressly imposed by the court in approving the settlement. (c) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members, the Chapter shall prepare a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation, and (1) Not later than the next annual meeting of members, unless such meeting is held within three months from the date of such payment, and, in any event, within fifteen months of the date of such payment, shall mail the statement to its members of record entitled at the time to vote for the election of directors; or (2) If the corporation has no members, shall include the statement in the records of the corporation open to public inspection. If any action with respect to indemnification of authorized representative is taken by way of amendment of the by-laws, resolution of directors, or by agreement, then the Chapter shall, not later than the next annual meeting of members, unless such meeting is held within three months from the date of such action, and, in any event, within fifteen months from the date of such action, mail to its members of record at the time entitled to vote for the election of directors a statement specifying the action taken. If the Chapter has no members, the statement shall be included in the records of the corporation open to public inspection.

The provisions of this Article relating to indemnification of authorized representatives and insurance therefor shall apply to domestic corporations and foreign corporations conducting activities in this state.

## **Section 6. Insurance**

A Chapter shall have power to purchase and maintain insurance: (1) To indemnify the Chapter for any obligation which it incurs as a result of the indemnification of authorized representatives under the provisions of this Article, and (2) To indemnify authorized representatives in instances in which they may be indemnified by the Chapter under the provisions of this Article, and (3) To indemnify authorized representative in instances in which they may not otherwise be indemnified by the Chapter under the provisions of this article provided the contract of insurance covering such authorized representative provides, in a manner acceptable to the superintendent of financial services, for a retention amount and for co-insurance. No insurance under this Section may provide for any payment, other than cost of defense, to or on behalf of any authorized representative: (1) if a judgment or other final adjudication adverse to the insured authorized representative establishes that his or her acts of active and deliberate dishonesty were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he was not legally entitled, or (2) in relation to any risk the insurance of which is prohibited under the insurance law of this state. Insurance under this Section may be included in a single contract or supplement thereto. Retrospective rated contracts are prohibited. The Chapter shall, within the time and to the persons provided in this Article, mail a statement in respect to any insurance it has purchased or renewed under this section, specifying the insurance carrier, date of the contract, cost of the insurance, corporate positions insured, and a statement explaining all sums, not previously reported in a statement to members, paid under any indemnification insurance contract. The Chapter shall not be required to mail such statement during any subsequent year, unless the Chapter elects to mail notices of annual meeting to its members in which event the statement shall be enclosed as provided in in this Article.

## **Section 7. Definitions**

For purpose of this Article, the term “authorized representative” shall mean a director, member, officer, employee, or agent (including each former director, member, officer, employee, or agent) of the Chapter or of any corporation controlled by the Chapter, or a trustee, custodian, administrator, committeeman, or fiduciary of any employee benefit plan established and maintained by the Chapter or a person serving another corporation, partnership, joint venture, trust, or other enterprise in any of the foregoing capacities at the request of the Chapter.

For purposes of this Article, references to "the Chapter" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger involving the Chapter which, if its separate existence had continued, would have had the power and authority to indemnify its directors, members, officers, employees or agents, so that any person who was a director, member, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, member, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

## **ARTICLE VIII. AMENDMENTS**

These bylaws are a standard template required for use by all CUPA-HR Chapters. This document cannot be edited or amended by the Chapter Board. Only the CUPA-HR National Board can approve an amendment to chapter by-laws by a two-thirds majority vote of the National Board members present and voting at a board meeting. *To be eligible for consideration, proposed amendments must be submitted at least six weeks prior to CUPA-HR's scheduled board meetings (June 1 for summer board meeting, October 1 for fall board meeting, March 1 for spring board meeting.)*

## **ARTICLE IX. DISSOLUTION OF THE CHAPTER**

### **Section 1 – The Chapter may be dissolved either:**

A. Upon a two-thirds vote of the full Chapter Board, or

B. Upon a majority vote of the CUPA-HR National Board upon the absence of an operational Chapter Board for a period of 6 months.

## **Section 2**

Upon Dissolution of the Chapter under Section 1, after paying or making provision for paying all liabilities of the Chapter, the remaining assets shall be paid to CUPA-HR, a non-profit organization duly qualified under the applicable rules of the Internal Revenue Service.

## **Section 3**

Any Chapter assets not distributed through Section 2 shall be disposed of pursuant to the direction of the applicable local Court of Common Pleas, or the equivalent thereof, in the County in which the principal office of the Chapter is located, as the Court may determine.

## **ARTICLE X. MISCELLANEOUS**

### **Section 1. Methods of Voting**

The Chapter is at liberty to utilize any method of communication approved by majority vote of their Board to conduct elections (including nominating procedures). Such methods may include, but not be limited to, secret ballots, e-mail ballots, written ballots, mail ballots, or a combination thereof. Where specific reference is made herein to ballot type, this provision shall take precedence.

## **ARTICLE XI. EFFECTIVE DATE**

These Bylaws are adopted and ratified by a two-third majority vote of the CUPA-HR National Board on the fifth day of December, 2024.