# BYLAWS OF THE AMERICAN ASSOCIATION OF UNIVERSITY WOMEN OF THE SCOTTSDALE BRANCH AAUW ARIZONA

#### ARTICLE I. NAME AND GOVERNANCE

<u>Section I. Name</u>. The name of the organization shall be American Association of University Women (AAUW) OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, hereinafter known as the "Affiliate."

<u>Section 2. Affiliate</u>. AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, is an Affiliate of **AAUW\*** as defined in Article V.

<u>Section 3. Legal Compliance</u>. The Affiliate shall comply with the requirements of **AAUW** and federal, state, and local law. The bylaws of the Affiliate shall in no way conflict with the **AAUW** Bylaws and/or policies.

## **ARTICLE II. PURPOSE**

<u>Section 1. Purpose</u>. The purpose of **AAUW** is to advance equity for women and girls through advocacy, education, philanthropy, and research. The purpose of the Affiliate is to further **AAUW** purposes and policies.

<u>Section 2. Policies and Programs.</u> In keeping with this purpose, the Affiliate shall promote equity, education, and development of opportunities for women and girls that enable them to realize their full potential.

## ARTICLE III. USE OF NAME

<u>Section 1. Policies and Programs</u>. The policies and programs of **AAUW** shall be binding on all members engaged in **AAUW** activities, and no member shall use the name of **AAUW** to oppose such policies or programs.

<u>Section 2. Proper Use of Name and Logo</u>. The name and logo of **AAUW** may be used only by members (as defined below at Article IV, Section 2) and Affiliates (as defined below at Article V, Section 1) only according to policies and procedures established by the **AAUW** Board of Directors; others may do so only according to written licenses.

<u>Section 3. Individual Freedom of Speech</u>. These bylaws shall not abridge the freedom of speech of any **AAUW** member to speak an opinion in the member's own name.

## ARTICLE IV. MEMBERSHIP AND DUES

<u>Section 1. Composition</u>. The members of **AAUW** at present consist of members ("Individual Members" and "Individual Community Supporters") and college/university members ("College/University Members").

## Section 2. Basis of Membership.

A. Individual Members.

- (1) Eligibility. An individual holding an associate's (or equivalent, e.g., RN), bachelor's, or higher degree from a higher education institution accredited by a regional accrediting agency recognized by the U.S. Department of Education (an "Accredited Higher Education Institution") or other qualified educational institution located outside of the United States, as determined by the AAUW Board of Directors, shall be eligible to receive admission to AAUW membership; such membership shall be granted upon payment of AAUW dues. The provisions set forth in this section are the sole requirement for eligibility and admissibility to AAUW membership except that the AAUW Board of Directors may establish a process to assess credentials that are submitted based on degree equivalence.
- (2) Appeals of Refusals of Admission to Membership. Any potential Individual Member or College/University Member who claims qualification for membership in **AAUW** and who has been refused admission to membership may present credentials to the **AAUW** Board of Directors for review. The decision of the **AAUW** Board of Directors shall be final.
- (3) Saving Clause. No individual member shall lose membership due to any change in the status of the higher educational institution upon which qualification for membership was based.

## (4) Life Membership.

- (a) Paid. An Individual Member may become a life member (a "Life Member") upon a one-time payment of twenty years' annual **AAUW** dues, based on the amount of annual **AAUW** dues the year the Member elects to become a Life Member. Thereafter, the Life Member shall be exempt from the payment of **AAUW** National dues.
- (b) Fifty-Year Honorary. An Individual Member who has paid **AAUW** dues for fifty years shall become a Life Member and shall thereafter be exempt from the payment of **AAUW** National dues.
- (5) Individual Community Supporter. Any individual who supports the AAUW Mission and wishes to associate with the Scottsdale Branch ("Affiliate") is invited to become a Community Supporter. Supporters shall not vote or hold a Branch-elected office. There shall be no educational requirements as a pre-requisite.
- B. College/University Members. Any Accredited Higher Education Institution or other qualified higher education institution located outside the United States, as determined by the **AAUW** Board of Directors, that pays annual dues to **AAUW** shall be eligible to be a College/University Member. Each College/University Member shall appoint one or two representatives who are

eligible to be Individual Members and who shall each have the membership benefits of an Individual Member and any other benefits that accrue to representatives of College/University Members, as determined by the **AAUW** Board of Directors.

<u>Section 3. Student Associates</u>. The **AAUW** Board of Directors may permit undergraduate students enrolled in Accredited Higher Education Institutions or in other qualified educational institutions located outside the United States, as determined by the **AAUW** Board of Directors, to associate with **AAUW**, with fees (if any) and benefits as determined by the **AAUW** Board of Directors.

## Section 4. Dues.

## A. Amount.

- (1) The annual dues and Member benefits for any category of member shall be established by a two-thirds vote of the **AAUW** Board of Directors. Members shall be notified of the intent to consider a change in the dues, the proposed amount, and the rationale for the change at least 60 days prior to the vote.
  - (2) The annual dues for the Individual Community Supporter shall be Branch Dues only.
- B. Payment. Member dues shall be payable in accordance with procedures established by the **AAUW** Board of Directors.

<u>Section 5. Severance of Membership</u>. Any Member or Individual Community Supporter may be suspended or removed from membership for any conduct that tends to injure **AAUW** or to adversely affect its reputation or that is contrary to or destructive of its mission according to these bylaws, with action taken following policies and procedures adopted by the **AAUW** Board of Directors. In addition, a College/University Member that is no longer eligible for membership shall be removed from membership as soon as practicable after it loses its eligibility.

## ARTICLE V. AAUW AFFILIATES

<u>Section 1. AAUW Affiliate Defined</u>. An AAUW Affiliate ("Affiliate") is an organization affiliated with AAUW for the purpose of supporting AAUW's mission through Affiliate programs, fundraising, networking, and/or other activities. Affiliates are typically nonprofit membership organizations under state law and may also have been recognized as tax-exempt 501(c)(3) or 501(c)(4) organizations under the Internal Revenue Code. An Affiliate may use AAUW's name and/or logo only if approved by the AAUW Board of Directors.

# Section 2. Affiliates.

A. Purpose. Affiliates shall promote the purposes, programs, and policies of **AAUW**.

B. Bylaws. Affiliates shall develop bylaws as meet their needs. However, any such bylaws shall not conflict with **AAUW** Bylaws or with applicable law.

C. Structure. Affiliates may create such leadership structures as meet their needs. Each Affiliate shall provide **AAUW** with designated contacts for administration and finance.

# Section 3. Loss of Recognition of an Affiliate.

A. The **AAUW** affiliation status of an Affiliate may be revoked for cause through affiliation review procedures specified by the **AAUW** Board of Directors.

B. The Affiliate shall have the right to appeal to the **AAUW** Board of Directors within a designated period.

<u>Section 4. Property and Assets</u>. The title to all property, funds, and assets of an Affiliate is vested in the Affiliate. An Affiliate shall have complete control of its property and assets, except that such property and assets shall not be used for any purpose contrary to **AAUW**'s purposes. In the event of the dissolution of an Affiliate or the termination of an Affiliate's affiliation with **AAUW**, all assets of the Affiliate shall be transferred and delivered to **AAUW** or to another Affiliate designated by **AAUW**. **AAUW** may solicit and consider recommendations from local leaders before making a designation.

#### ARTICLE VI. PARLIAMENTARY AUTHORITY

The rules contained in the most current edition of *Robert's Rules of Order Newly Revised* shall govern the Affiliate in all instances in which they are applicable and in which they are not inconsistent with the **AAUW** Bylaws or with the requirements of **AAUW** or applicable laws.

#### ARTICLE VII. AAUW-MANDATED AMENDMENTS TO THE BYLAWS

**AAUW**-mandated amendments shall be implemented by the Affiliate's Board of Directors without a vote of the Affiliate's membership and as prescribed by the **AAUW** Board of Directors.

# ARTICLE VIII. AFFILIATE MEMBERSHIP AND DUES

## Section 1. Basis of Membership.

Membership. The college/university member affiliated with the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, is Scottsdale Community College, 9000 E. Chaparral Road, Scottsdale AZ 85256.

## Section 2. Dues.

#### A. Amount.

- (1) The annual AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, dues for individual members shall be established by the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Board of Directors and requires majority approval by formal vote of our Affiliate's membership.
- (2) Dues for College/University Members shall be set by the **AAUW** Board of Directors. **AAUW** provides for two Member representatives from each C/U Member with no fee payment

of **AAUW** dues. Both AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, and AAUW of Arizona (State) consider the College/University Member representative as an honorary member. The AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Board of Directors concurs with the same policy as **AAUW** and waives the membership fee for our College/University Member representative(s). AAUW of Arizona (State) also waives the State level fee for College/University Member representatives. Therefore there are no fees for State and Affiliate memberships for the (one or two) AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, College/University Member representative(s).

B. Payment. Affiliate dues payment procedures shall be established by the Affiliate's Board policy.

#### ARTICLE IX. AFFILIATE AMENDMENTS TO THE BYLAWS

Provisions of the Affiliate's bylaws not mandated by **AAUW** may be amended by a majority vote of members voting after a quorum is attained. Proposed bylaws amendments not mandated by **AAUW** shall be sent to the entire membership at least 30-days prior to the applicable meeting.

## ARTICLE X. AFFILIATE NOMINATIONS AND ELECTIONS

## Section 1. Nominating Committee.

A. Composition and Appointment. There shall be a minimum of three (3) members on the Nominating Committee. The President of the Affiliate and/or Board of Directors of the Affiliate shall appoint a chair and a minimum of two (2) members to the Nominating Committee.

B. Terms. The committee chair, alternate chair, and committee members shall be appointed by December. The term of service on the Nominating Committee shall be for one (1) year or until the slate of officers to be elected has been filled.

C. Resignation or Ineligibility. In the event that any member of the Nominating Committee resigns or is proposed as a candidate for office and agrees to stand for nomination, an alternate member will be proposed and selected by the President of the Affiliate and/or the Board of Directors of the Affiliate.

## Section 2. Nominations.

A. The names of the nominees for elected office shall be published and sent to every member at least thirty (30)-days prior to the Affiliate's Annual Business Meeting, unless there are extenuating circumstances.

B. Nominations may be made from the floor with the consent of the nominee.

## Section 3. Elections.

A. Elections shall be held at the Affiliate's Annual Business Meeting. Results shall be listed in the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Board of Directors' minutes and in the

AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Newsletter.

B. Elections shall be by one-member-one-vote ballot unless there is only one (1) nominee for a given office, in which case the election may be by a voice vote. Election shall be by a majority of the voting body registered as attending.

#### ARTICLE XI. AFFILIATE OFFICERS AND DIRECTORS

## Section 1. Officers and Directors.

A. Elected Officers and Directors. The eight (8) elected officers for the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, shall be the President, President-Elect, Immediate Past-President, Membership Vice President, Programs Vice President, Finance Vice President, Recording Secretary, and Corresponding Secretary. These eight (8) officers constitute the *voting* Executive Board of the Affiliate. The number of elected Board members should be substantially larger than the number of Board-appointed members, as the membership specifically designates only the elected members of the Board to act as their representatives. Any Executive Board office, with the exception of Finance Vice President, may be held by co-officers. If there are co-officers there can only be one vote per office.

B. Appointed Officers and Directors. The appointed officers/chairs, or co-officers/co-chairs, shall be **AAUW** Development, Community Action, Public Policy, Communication (Website and Newsletter), Special Interest Groups Leader, and others as needed. They shall be appointed by the President with the consent of the Executive Board.

## Section 2. Duties.

A. The elected and appointed directors shall facilitate and promote the purpose and mission of **AAUW**. Officers shall perform the duties prescribed by these AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Bylaws, by the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Policies and Procedures adopted by the Board of Directors, and by the current edition of *Robert's Rules of Order Newly Revised*.

- B. The President shall be the official spokesperson and representative for the Affiliate and shall be responsible for submitting such reports and forms as required by **AAUW**.
- C. The President-Elect and the Vice Presidents (Membership, Programs, and Finance) shall perform their duties as prescribed in their position descriptions and such duties as the President and the Board of Directors shall direct.
- D. The Finance Vice President shall be responsible for collecting, distributing and accounting for the funds of the Affiliate and for meeting specific deadlines.
- E. The Recording Secretary shall record and keep minutes of all Board, membership, and special meetings.

F. The Corresponding Secretary shall be responsible for correspondence as directed by the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, President and Board of Directors. She is also responsible for creating, preparing for publication and maintaining the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Member Directory.

G. All officers and chairs shall submit annual reports to the President.

## Section 3. Terms of Office.

A. Officers or co-officers shall serve for a term of one (1) or two (2) year(s) or until their successors have been elected or appointed and assume office.

B. Term of office shall begin on July 1. The incoming or continuing President (administrative officer) may call and hold a meeting of the incoming Board of Directors and/or of the incoming Executive Board prior to July 1 of that year for the purpose of approving appointments and making plans for the coming year, so long as any vote taken at the meeting includes only those entitled to vote in that body on the date of the meeting. No incoming member shall be entitled to vote in that body until after the term start date (July 1), as they are not officially Board members until that date.

C. No officer shall hold more than one (1) elected office at a time, and no elected officer shall be eligible to serve more than two (2) consecutive terms in the same office. No member shall hold more than one elected Board position at any given time.

D. Removal from Office. An elected Executive Board of Directors member or an appointed officer of the Affiliate may be removed for any reason or no reason by a majority vote of the Executive Board at an in-person meeting of the Board of Directors in accordance with policies and procedures adopted by the Board of Directors.

## Section 4. Vacancies.

A. All vacancies in office, excluding the Affiliate President (administrative officer), shall be filled for the unexpired term by the Board of Directors of the Affiliate.

B. A vacancy in the office of the Affiliate President (administrative officer) shall be filled by the elected President-Elect or, in the absence of a President-Elect, by the Membership Vice President (followed by Programs Vice President then Finance Vice President). If there are copresidents and one is unable to serve, the other co-president shall continue as a single president.

## ARTICLE XII. AFFILIATE BOARD OF DIRECTORS

<u>Section 1. Members</u>. The Board of Directors of the Affiliate shall include the eight (8) elected officers and appointed chairs as designated by the Board. The eight (8) elected officers constitute the *voting* Executive Board of this Affiliate. This Affiliate must have a minimum of two separate officers, one responsible for the management of the Affiliate and one responsible

for the financial affairs. In addition, the Affiliate shall designate a member other than the contacts for administration and finance to record and make available upon request the minutes of each noticed Affiliate or affiliated entity meeting and Board meeting.

<u>Section 2. Powers and Duties</u>. In accordance with the bylaws, the Board of Directors shall have the general power to:

A. Provide oversight to ensure the proper administration of the affairs of the Affiliate; carry out its policies, financial administration, and programs; and exercise such powers and perform such acts as permitted by law, the Certificate of Incorporation, if applicable, or these bylaws;

- B. Appoint standing committee members and such other Board and committee members as may be designated;
- C. Act for the Affiliate between meetings of the membership;
- D. Adopt rules to govern its proceedings;
- E. Establish task forces or special committees as needed;
- F. Determine date and location for any official meetings of the Affiliate.

## Section 3. Delegation of Power.

The Board of Directors of the Affiliate may delegate to the Executive Board such authority as it deems necessary consistent with law.

#### Section 4. Meetings.

A. Regular Meetings. Regular meetings of the Board of Directors of the Affiliate shall be held at least six (6) times a year at the call of the Affiliate President (administrative officer) at such time and place agreed upon by the Board. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be considered to be present in-person at the meeting. An action of the Board will take effect if passed by the majority of the members of the Executive Board. If there are co-officers there can only be one vote per office.

B. Special Meetings. Special meetings of the Board may be called by the Affiliate President (administrative officer) or shall be called upon the written request of a 2/3 member vote of the Board of Directors of the Affiliate provided that all Board members have been notified. The Incoming Affiliate President (administrative officer) or Continuing President may call a meeting of the Board prior to July 1 for the purpose of approving appointments and making plans for the coming year.

Section 5. Voting between Meetings. Between meetings of the Board of Directors of the

Affiliate, a written or electronic vote of the Board may be taken at the request of the Affiliate President (administrative officer) on any question submitted to the Board in writing, provided that every member of the Board shall have an opportunity to vote upon the question submitted, and all members shall sign a consent in the form of a record describing the action to be taken. Voting will close by a specified time. If a majority shall vote on any question so submitted, the vote shall be counted and have the same effect as if cast at a Board meeting. The result of the vote shall be included in the minutes of the next Board meeting.

<u>Section 6. Quorum</u>. The quorum for a meeting of the Board of Directors of the Affiliate shall be the majority of the board members. If there are co-officers there can only be one vote per office.

#### ARTICLE XIII. AFFILIATE EXECUTIVE BOARD

Section 1. Members. The Executive Board for the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Board of Directors shall consist of eight (8) elected officers: President, President-Elect, Immediate Past-President, Membership Vice President, Programs Vice President, Finance Vice President, Recording Secretary, and Corresponding Secretary. These eight (8) officers constitute the *voting* Executive Board of the Affiliate. The number of elected Board members should be substantially larger than the number of Board-appointed members, as the membership specifically designates only the elected members of the Board to act as their representatives. Any Executive Board office, with the exception of Finance Vice President, may be held by co-officers. If there are co-officers there can only be one vote per office.

<u>Section 2. Powers and Duties</u>. Subject to the limitations of state law, the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Executive Board shall have the powers and duties prescribed by the bylaws and such duties as may be delegated to it by the Board of Directors of the Affiliate. The Executive Board shall act on matters that may properly come before the Board of Directors in the interim between Board meetings and report to the Board its work and actions.

<u>Section 3. Meetings</u>. The Executive Board of the Affiliate shall meet at least six (6) times a year at the call of the Affiliate President (administrative officer) or at the written request of the majority of the members of the Executive Board. The Executive Board may conduct the meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting (see state law). A director participating in a meeting by this means shall be considered to be present in-person at the meeting. An action of the Executive Board will take effect if passed by the majority of its members.

<u>Section 4. Voting between Meetings</u>. Between meetings of the Executive Board of the Affiliate, a vote may be taken at the request of the Affiliate President (administrative officer) on any question submitted to the committee in writing, provided that every member of the Executive Board shall have an opportunity to vote upon the question submitted, and all members shall sign a consent in the form of a record describing the action to be taken. Voting will close by a

specified time. If all Executive Board members vote on any question so submitted, the vote, by any means permitted by state law, shall be counted and have the same effect as if cast at an Executive Board meeting.

<u>Section 5. Quorum</u>. The quorum for a meeting of the Executive Board of the Affiliate shall be the majority of its members.

#### ARTICLE XIV. AFFILIATE COMMITTEES

# Section 1. Standing Committees.

A. The Affiliate shall have the following standing committees: Nominating Committee and Bylaws Committee. There may be additional standing committees as shall be considered necessary by the Board of Directors of the Affiliate.

B. Committee Functions. Committees shall perform duties as may be assigned by the Board of Directors of the Affiliate. Each standing and special committee shall formulate programs and activities to carry out the mission of **AAUW**. Duties and terms of the committees shall be stated in the Policies and Procedures adopted by the Affiliate's Board of Directors.

<u>Section 2. Special Committees and Task Forces</u>. Special committees and task forces may be authorized by the Board of Directors of the Affiliate, as necessary. The chairs and members of such committees shall be appointed by the Affiliate President (administrative officer) and approved by the Board or, as appropriate, by the Executive Board.

<u>Section 3. Reports</u>. All committees shall provide reports to the Affiliate's Board of Directors for the annual meeting and such other times as requested.

<u>Section 4. Quorum</u>. The quorum for a meeting of any committee shall be the majority of its members.

#### ARTICLE XV. AFFILIATE FINANCIAL ADMINISTRATION

<u>Section 1. Administration</u>. The Affiliate's Board of Directors shall have responsibility to: A. Oversee the administration of finances, including preparation of the annual budget;

B. Oversee the management, acquisition, and disposition of the Affiliate's property and equipment in accordance with the bylaws;

C. Set policies and procedures to maintain financial records as required by **AAUW** and consistent with generally accepted accounting principles and federal, state, and local laws.

<u>Section 2. Fiscal Year</u>. The fiscal year shall be July 1 through June 30.

## Section 3. Financial Policies.

A. All Affiliate funds shall be kept in federally-insured banking institutions.

B. Account Signatory Forms (for current Affiliate President and Finance Vice President, and any other member of the Affiliate's Executive Board of Directors as designated by the Affiliate's Executive Board of Directors) shall be updated in a timely manner at the local bank.

#### ARTICLE XVI. AFFILIATE MEETINGS OF THE MEMBERSHIP

<u>Section 1. Annual Meeting</u>. The Affiliate shall have at least one regular meeting each year to be known as the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Annual Business Meeting to conduct the business of the Affiliate. The Annual Business Meeting may include the election of officers; establishing dues; amending bylaws; receiving of reports of officers, directors, and committees; and the transaction of any other business as may properly come before it. The time and date of the Annual Business Meeting shall be set by the Affiliate's Board of Directors.

<u>Section 2. General Membership Meetings</u>. The Affiliate shall hold at least four (4) general membership meetings during the fiscal year. The Affiliate's Board shall determine the time and place for those meetings.

<u>Section 3. Special Meetings</u>. Special meetings of the membership may be called by a vote of the Board of Directors of the Affiliate and/or Affiliate President (administrative officer) or *shall* be called at the request of 2/3 of the members of the Board or fifteen (15) percent of the Affiliate's membership.

<u>Section 4. Notice</u>. Written/printed notice, or electronic notice, stating the place, day, and hour of each annual, general and/or special meeting and the purpose for which the meeting is called, shall be delivered at least 15-days before the date of the meeting to all Affiliate members.

## Section 5. Voting.

A. Each member of the Affiliate in good standing shall be entitled to vote on any item of business.

- B. Members shall be entitled to vote on noticed business items by in-person attendance. Such vote may include election of the Board of Directors of the Affiliate, amendments to the bylaws, and any other noticed business.
- C. The quorum shall be fifteen (15) percent of the Affiliate's membership.
- D. The affirmative vote of the majority of the votes cast shall be necessary for the adoption of noticed business, and a majority vote shall be required to adopt amendments to these bylaws.

## ARTICLE XVII. AFFILIATE INDEMNIFICATION

To the maximum extent allowable by law, the Affiliate may, as determined from time to time by

the Board of Directors, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that she/he is or was a member of the Board of Directors, officer, or committee member of the Affiliate. Every member of the Board of Directors, officer, or committee member of the Affiliate may be indemnified by the Affiliate against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer, committee member, chief executive officer, or employee in connection with any threatened, pending, or completed action, suit, or proceeding with respect to which she/he may become involved by reason of her/his being or having been a member of the Board, officer, or committee member of the Affiliate, or any settlement thereof, if she/he acted in good faith and in a manner she/he reasonably believed to be in, or not opposed to, the best interests of the Affiliate and, with respect to any criminal proceeding, had no reasonable cause to believe her/his conduct was unlawful, unless she/he is adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing right of indemnification shall be in addition and not exclusive of all other rights to which the member of the Board, officer, or committee member is entitled.

## ARTICLE XVIII. AFFILIATE PRIVACY POLICY

<u>Section 1. Affiliate Member Directory Privacy Disclaimer</u>. The following privacy disclaimer is to be included annually in the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Member Directory:

"The AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Member Directory is a private list of members, and all information contained in the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Member Directory, both in print and online, is entrusted to AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, members for their noncommercial personal use or **AAUW** business only. It MAY NOT be used to send announcements, advertisements, or other solicitations for any other purpose, including commercial, political, promotional, or private gain."

<u>Section 2. Affiliate Newsletter and Advertising Disclaimer</u>. The following disclaimer is to be included in the AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, Newsletter, Affiliate website and Ad Agreement:

"Announcements in any AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, communications or at any AAUW OF THE SCOTTSDALE BRANCH, AAUW ARIZONA, meetings must conform to the mission of **AAUW** to advance equity for women and girls through advocacy, education, philanthropy and research."

AAUW\* denotes National.

Adopted April 1962. Amended April 1997. Amended February 2002. Amended July 2008. Amended May 2012. Amended August 2014. Amended January 2016. Amended May 2016. Amended with Mandatory Revisions November 2016. Amended with Mandatory Revisions January 2017. Amended by Membership Vote April 2022.