

Kappa Delta Pi, Inc. (KDP) Bylaws

These bylaws were adopted by KDP membership on July 13, 2021 and amended by the KDP Board of Directors on July 16, 2021 to accommodate member input. These are the final KDP Bylaws effective July 16, 2021.

Article I — General

1. **Name**. The name of the corporation is Kappa Delta Pi, Inc. (“KDP”). KDP is a nonprofit corporation incorporated in Indiana.
2. **Location**. The principal office shall be in Indiana or elsewhere as determined by the Board of Directors.
3. **Purpose**: The purposes of KDP are set forth in the Articles of Incorporation, Article II.
4. **Values**: KDP’s values shall be stated in the Membership Policy Handbook, as adopted by the Board of Directors from time to time.
5. **Restrictions**. All policies and activities of KDP shall be consistent with:
 - (a) applicable federal, state, and local antitrust, trade regulation, or other requirements.
 - (b) applicable tax exemption requirements, including the requirements that KDP not be organized for profit and that no part of its net earnings inure to the benefit of any private individual.

Article II — Board of Directors

1. **Directors**. The governing body shall be the Board of Directors, which has authority invested in it by the Articles of Incorporation and the State of Indiana. The Board shall be responsible for the governance of KDP.
2. **Composition of the Board**. The Board of Directors shall consist of nine (9) to eleven (11) voting members of which the total number shall remain an odd number. The Board of Directors shall be comprised as follows:
 - (a) Four (4) Officer positions: President, President-Elect, the Treasurer, and Immediate Past President;
 - (b) five (5) to seven (7) Directors-at-Large (non-Officer Board positions);
 - (c) The CEO of KDP shall serve as an *ex officio* non-voting member of the Board of Directors.

3. Terms.

(a) Directors-at-Large shall serve two-year terms. Directors-at-Large may be re-elected to serve one additional two-year term but may not serve more than two consecutive two-year terms or beyond the period of one full and one partial term. After one term of absence from the Board, a Director may be re-elected to the Board.

(b) Officers shall serve terms as set forth in Articles III of these Bylaws.

(c) Terms shall coincide with the KDP fiscal year.

(d) No Board member shall serve more than a total of four (4) consecutive years on the Board except for those serving as an Officer.

(e) Board terms shall be staggered by the Board of Directors to assist with succession planning to avoid having more than 60% of the Board members end their terms at the same time.

4. Nominations.

(a) Candidates for Board members and Officer positions shall be nominated by the Governance Committee each election year or to fill vacancies.

(b) Pursuant to Article V, Section 2, of the Articles of Incorporation, at least 60% of the members of the Board of Directors shall be elected by KDP active members; all Directors elected by KDP's membership shall be active members of KDP when they are elected as Directors and for the duration of their terms as Directors. The Governance Committee shall create two slates of nominees, one for those Board members elected by membership-only and one for those Board members elected by the Board-only:

(i) The slate of nominees for election by the member shall be distributed to KDP's active regular and honorary membership via mail or electronic means, based on the last known contact information in KDP's records. The slate shall be sent to active members at least 30 calendar days prior to the due date for submission of votes. Election shall be determined by a majority vote among the total number of votes submitted by active members. Each active member is entitled to vote on one nomination slate per the election process. If a member votes more than one time on a slate, all votes submitted by the member will be invalidated and the member may face expulsion from KDP.

(ii) The slate of nominees for election by the Board of Directors shall be determined by a majority vote of the Board of Directors.

(d) Refer to Article V, Section 2, of the Articles of Incorporation for more details on Board election.

5. Election of Members and Officers: Refer to the Articles of Incorporation, Article V, Section 2.

6. Vacancies. Nominations for vacancies are made by the Governance Committee. Refer to the Articles of Incorporation, Article V, Section 3, for the election process.

7. Meetings. Meetings of the Board of Directors are called by the President. The Board must have a minimum of four one-hour meetings per year, including one annual meeting. Meetings may be held in person, via phone, or electronically if each Director can hear and/or interact with all others during the meeting. The President will establish an annual schedule of regular Board meetings. Emergency Board meetings may be called by the President with 24-hours advance notice to all Board members.

8. Quorum. A majority of elected Directors forms a quorum. A quorum is required to carry a matter during a meeting.

(a) Voting via a quorum can occur during a live in-person, live conference call, or a live virtual meeting.

(b) Voting not held during live meetings, or during a live meeting without a quorum present, will require unanimous approval of all elected Directors for the matter to carry.

(c) Voting may be conducted via mail, facsimile, email, Internet, or other means accepted by the Board.

(d) Proxy voting is not permitted.

9. Business Process: The Board may conduct business by mail, electronically, utilizing technology, facsimile, phone, or in-person.

10. Removal of Members or Officers. Refer to Articles of Incorporation, Article V, Section 5.

11. Compensation. Directors, other than the Chief Executive Officer (CEO), do not receive compensation for their services but may be reimbursed for reasonable, pre-approved, budgeted expenses.

Article III — Officers

1. President of the Board. The President of the Board chairs the Board of Directors and Executive Committee of the Board. The President shall serve one two-year term. The President serves as an *ex officio* non-voting member of all standing committees except for the Executive Committee.

2. Immediate Past President. The Immediate Past President remains an Officer and Director for one two-year term following their term as President of the Board. The Immediate Past President is Chair of the KDP Past Presidents Council for one two-year term.

3. President-Elect. The President-Elect serves as President of the Board in any instance when the President is unable to serve. The President-Elect shall serve one two-year term. The President-Elect chairs the Governance Committee. The President-Elect automatically succeeds to the office of President of the Board.

4. Treasurer. The Treasurer is the principal elected financial Officer and serves as Chair of the Finance & Audit Committee. The Treasurer serves one two-year term and may be re-elected to serve one additional two-year term.

5. CEO. The CEO is the chief executive officer, who is employed by the Board to manage all facets of KDP under the strategic and policy direction of the Board of Directors abiding by Indiana and federal laws for nonprofit 501(c)3 organizations. The CEO has exclusive authority over the staff of KDP. The CEO is authorized to sign all contracts on behalf of KDP within the parameters of the Board-approved budget. Contracts that require resources beyond the approved budget or that obligate KDP to 37 months or longer require Board approval.

The CEO does not have authority over the Board as the Board governs the Board per the Articles of Incorporation and Bylaws. The CEO of KDP is employed by the Board of Directors and reports to the Board as a collective body and not to any one individual of the Board. The Board President is the primary liaison between the CEO and Board. Employment or termination of the CEO must be approved by a majority of the Board of Directors.

6. Qualifications. All Officers, except for the Treasurer, must be Regular Active Members of KDP at least two years prior to election as an Officer. The Treasurer is elected based on financial expertise and may or may not have previously served as a KDP member. The Treasurer may become an Honorary Member at the discretion of the Board if the Treasurer does not meet Regular Membership criteria.

7. Terms. An Officer may not serve two successive terms in the same office unless the Officer has served a partial-year term in that office to fill a vacancy. However, the Treasurer may serve two successive two-year terms. Upon completion of a partial term, the Officer's term ends. The Officer can be re-elected to serve a full term, following a partial term. Terms coincide with KDP's fiscal year.

Article IV — Standing Committees

1. Standing Committees.

(a) The three Standing Committees for KDP are the Executive Committee, Governance Committee, and the Finance & Audit Committee.

(b) Each Standing Committee shall consist of three (3) to nine (9) members as determined by the Committee Chair, except for the Executive Committee, whose membership is specified below. Committee members should represent all KDP values, including diversity, equity, and inclusion.

(c) Committee terms shall be one two-year term with re-election allowing for serving one additional two-year term. After four years of Committee service, a Committee member cannot serve again on that Committee. The member can serve on another Committee, if elected.

Executive Committee. The Executive Committee consists solely of the four Officers of KDP's Board and the CEO, as an *ex officio*, non-voting Officer. The Chair shall be the President. The Executive Committee shall meet as needed at the discretion of the President.

The Executive Committee provides organizational direction for the CEO and the full Board. Committee members may help establish items for Board meeting agendas. The Executive Committee has the power to act on behalf of the full Board in emergencies or in highly

confidential legal matters. The Executive Committee does not have the authority to act on behalf of the full Board to amend the bylaws, fill vacancies on the Board, or to hire or terminate the CEO.

Governance Committee. The Governance Committee shall consist of at least 50% Board members and 100% active KDP regular and/or honorary members. The President and CEO are *ex officio*, non-voting members of the Governance Committee. The Chair shall be the President-Elect. The President, in conjunction with the CEO, shall make Committee recommendations to the Committee Chair, who may also recruit members. All members of the Governance Committee must be approved by the Board.

The Governance Committee is responsible for managing the nomination process and presenting an official slate for future Board members and Officers. The Governance also ensures the Board is high-performing and upholds all KDP values, including diversity, equity, and inclusion. Governance shall conduct an annual Board performance assessment and provide Board training opportunities.

Finance & Audit Committee: The Finance & Audit Committee shall consist of at least 50% Board members; the remaining Committee members may include (a) active regular or honorary members of KDP or (b) non-members of KDP, who provide expertise that benefit the Committee's duties. The President and CEO are *ex officio*, non-voting members of the Finance & Audit Committee. The Chair shall be the Treasurer. All members of the Finance & Audit Committee must be approved by the Board.

The Finance & Audit Committee is responsible for the oversight of KDP's annual operating budget; investment funds; fiscal policies; and other matters that relate to significant financial risk for KDP such as organizational insurance policies and assets such as the facility.

Article V — Other Committees, Councils, Task Forces and Coalitions

1. Committees:

(a) The Board must approve the existence of any Committee that is not a Standing Committee listed in Article IV.

(b) The purpose, role, function, and goals of such Committees must be substantial to the strategic plan and performance goals of KDP. The Committee's purpose, roles, and goals must be clearly defined in writing and approved by the Board before implementation.

(c) The Chair of a Committee shall be appointed by the Board President for a one-year term of service. The Chair may be re-appointed for a second one-year term. No Chair shall serve more than two consecutive years.

(d) The Chair of the Committee and any KDP member or staff member can make recommendations of individuals to serve on a committee. The Board of Directors must approve all committee members.

(e) The Chair is responsible for the engagement of Committee members as well as creating the agenda, conducting meetings, and managing the function, performance, and goals of the Committee. The Chair shall submit a progress report and/or meeting minutes within 15 calendar days of each committee meeting to KDP's CEO. The Chair shall notify the committee's assigned KDP staff liaison of any committee membership changes.

(f) All members serving on a KDP Committee shall be an active Regular or Honorary Member of KDP. Non-members may be added for particular expertise for a defined period of time. Committees may also include KDP staff and Board members as participants. Each Committee member's term will be for one year and renewable annually for up to four years, if approved by the Board.

(g) Committees shall consist of three (3) to nine (9) people. All members shall be voluntary, and no compensation is provided. All members must be Board approved.

(h) Each Committee shall have a KDP staff member assigned as a liaison.

2. Councils and Task Forces:

(a) The Board must approve the existence of any Council or Task Force.

(b) The purpose, role, function, and goals of Councils or Task Forces must be substantial to either the short-term or long-term strategic plan and performance goals of KDP. The Council or Task Force's purpose, roles, and goals must be clearly defined in writing and approved by the Board before implementation.

(c) The Chair of a Council or Task Force shall be appointed by the CEO for a one-year term of service. The Chair may be re-appointed for a second one-year term. No Chair shall serve more than two consecutive years.

(d) The Chair of a Council or Task Force and any KDP member or staff member can make recommendations of individuals to serve on the Council or Task Force. The CEO must approve all Council and Task Force members.

(e) The Chair is responsible for the engagement of Council or Task Force members as well as creating the agenda, conducting meetings, and managing the function, performance, and goals of the Council or Task Force. The Chair shall submit a progress report and/or meeting minutes within 15 calendar days of each meeting to KDP's staff liaison. The Chair shall notify the KDP staff liaison of any membership changes.

(f) All members serving on a KDP Council or Task Force shall be an active Regular or Honorary Member of KDP. Non-members may be added for special expertise for a defined period. Councils and Task Forces may also include KDP staff and Board members as participants and/or Chairs. Each Council or Task Force member's term will be for one year and renewable annually for up to four years, if approved by the CEO.

(g) Councils and Task Forces shall consist of three (3) to nine (9) people. All members shall be voluntary, and no compensation is provided. All members must be CEO approved.

(h) Each Council or Task Force shall have a KDP staff member assigned as a liaison.

3. Past Presidents Council: The only standing Council is the Past Presidents Council.

(a) Living former KDP Past Presidents of the Board qualify for automatic membership to the KDP Past Presidents Council immediately upon fulfillment of their term as President.

(b) The Council shall be Chaired by the Immediate Past President currently serving on the Board.

(c) The Council shall convene a minimum of once per year either in person, via phone, or electronically. The Council has no governing authority over KDP but rather serves in an advisory capacity to KDP's CEO, Board, and/or staff.

4. Coalitions: KDP may participate in, establish new, or partner with Coalitions that align with KDP's mission, values, and strategic direction.

(a) The CEO has authority over KDP's involvement with Coalition creation and/or participation. The CEO shall review the stated purpose, goals, values, timeline, and overall commitment of a Coalition and approve KDP's involvement.

(b) Chairs of Coalitions created or managed by KDP must be appointed by the CEO.

(c) Members of a Coalition may or may not be active Regular or Honorary Members of KDP. Coalitions may include KDP staff and Board members as participants.

5. Dissolution: The Board of Directors has the authority to dissolve a Committee, Council, or Task Force that is no longer necessary or is not performing satisfactorily. The CEO has the authority to terminate a Coalition created or managed by KDP and terminate KDP's engagement with any other Coalition.

Article VI — Official Year Cycles

1. Fiscal Year. The fiscal year of KDP shall be July 1st through June 30th.

2. Membership Year. The membership year shall be based on the 12-month anniversary of each member. The official membership start date begins with an official acceptance by KDP's headquarters staff as denoted in the membership database system.

Article VII — Membership

1. Membership Eligibility.

(a) Regular Membership shall be composed of individuals preparing to be a teacher; who are licensed or employed as a teacher; or who work and serve the field of education

and meet all membership eligibility criteria established by KDP's Board of Directors as stated in the Membership Policy Handbook. Regular Membership may be segmented into various types of membership levels as indicated in the KDP Membership Policy Handbook.

(b) Honorary Membership shall be composed of individuals who have a significant impact on the field of education or KDP and meet criteria established by the KDP Board of Directors as stated in the Membership Policy Handbook. KDP Chapter Counselors and KDP staff may approve Honorary Membership based on the Board-approved criteria in the Membership Policy Handbook.

(c) KDP's CEO shall be an Honorary Member if Regular Membership criteria cannot be met.

2. Active Membership. Active membership shall be limited to qualified individuals who pay applicable dues established by the Board of Directors and meet the criteria for membership as stated in the Membership Policy Handbook, provided such criteria and qualification are without regard to race, ethnicity, age, religion, gender, sexual identify, or disability.

3. Resignation.

(a) A member may resign by submitting a written resignation via mail or electronically to KDP's Chief Experience Officer (CXO) or KDP's CEO.

(b) A member's resignation does not relieve a member from financial liability for the full annual dues or other obligations accrued and unpaid as of the date of resignation.

4. Inactive Membership.

(a) A member moves to inactive membership without action of the Board of Directors for failure to pay applicable dues. At any time, a member may reactivate their membership without need for invitation or initiation by paying dues moving forward.

5. Expulsion.

(a) A member may be expelled by the Board of Directors.

(1) the member is provided with seven (7) days of advance written notice including the reason for the proposed expulsion; and,

(2) the member has an opportunity to contest the proposed expulsion in writing or in person before the Board of Directors within thirty (30) days of the effective date of the expulsion; and,

(3) the member receives a final written notice of the Board's decision.

(b) The process to contest an expulsion is stated in the Membership Policy Handbook.

(c) If a member is acquitted or the issue is proven unfounded, then the member may be reinstated by the Board of Directors.

6. Rights and Privileges for Regular and Honorary Active Members. The rights and privileges of Regular and Honorary Active Members are as follows:

(a) Voting. Members' voting rights are restricted to:

(1) voting to elect the Officers (President-Elect, Treasurer, President) *and* at least 60% of the Board of Directors (60% includes the Officers);

(2) voting on removal of Board members for cause per the Articles of Incorporation, Article V, Section 5; and,

(3) approving any modifications to the Articles of Incorporation.

(b) Engagement: To participate in membership meetings, events, activities, and benefits.

(c) Benefits: To receive membership benefits as designated in the Membership Policy Handbook and/or listed on the KDP website.

(d) Election: To pursue a nomination to serve on the Board of Directors, Standing Committees, Councils, or Task Forces based on the criteria established in these Bylaws.

(e) Other Service: An opportunity to participate in KDP-related volunteer activities and/or with a local KDP Chapter Affiliate if criteria for voluntary service is met.

(f) Access to Information: Access, upon written request to the CEO, to membership names and affiliations of those serving on the Board, Committees, Councils, Coalitions and Task Forces; KDP Board minutes; and KDP financial annual audit and tax filings.

(g) Promotion: Opportunity to publicly promote one's individual membership affiliation with KDP. KDP also reserves the right to promote affiliation with individual members by publicly sharing a member's name and organizational affiliation (collegiate or professional). All promotions should align with KDP's mission, purpose, and values.

Article VIII — Chapters

1. Chapter Establishment

(a) Chapters must apply to KDP and meet qualification criteria as approved by KDP's Board of Directors and outlined in the Chapter Services Policy Handbook.

(b) KDP's CXO (Chief Experience Officer)* and/or the CEO will review Chapter applications and determine eligibility and acceptance of a Chapter.

(c) Chapters may include college or university-based institutions, alternative educational institutions, professionally affiliated organizations, alumni, and/or special designated groups or entities.

(d) A Chapter is established by a charter granted by KDP's CEO.

(e) Each Chapter shall be responsible to the KDP Board of Directors. A Chapter may choose to adopt its own bylaws provided the Chapter bylaws do not conflict with KDP's bylaws, Membership Policy Handbook, and Chapter Services Policy Handbook.

(f) Each Chapter shall adhere to the policies outlined in the Board-approved KDP Membership Policy Handbook and Chapter Services Policy Handbook.

(g) A Chapter is one that has not been delinquent, nor suspended by their institution or the Board of Directors and has not had its charter withdrawn by the Board of Directors.

(h) Two special Board-designated Chapters exist:

(1) The Laureate Chapter is composed of individuals who have made distinguished contributions to education.

(i) Nominations to the Laureate Chapter may originate from the Laureate Chapter.

(ii) Election shall be made by the Board of Directors.

(iii) At the end of the each even-numbered year, the CEO (or other staff designee) shall notify members of the Laureate Chapter of any vacancies in the Laureate Chapter and shall solicit nominations.

(iv) After nominations are received, the names of the nominees shall be submitted to the members of the Laureate Chapter. The Laureate Chapter members will determine the final nominees to be recommended to the Board for approval.

(v) Membership shall be limited to up to 100 living members.

(vi) Officers and employees of KDP shall be ineligible for nomination until one year (12 months) has elapsed following the end of an Officer's term of office or an employee's last day of employment.

(vii) Annually the Laureate Chapter members will elect a Chair of the Chapter, who is a Laureate, to serve for 12 months. Terms may be renewed up to two times or a maximum of two years.

(2) The Eleanor Roosevelt Chapter is composed of individuals who have made significant contributions of service to KDP and maintained its ideals.(i)

Nominations to the Eleanor Roosevelt Chapter (ERC) may originate from the Eleanor Roosevelt Chapter members, KDP Board, KDP staff and KDP membership.

(ii) Election shall be made by the Board of Directors.

(iii) At the beginning of the each odd-numbered year, the CEO (or other staff designee) shall notify members of the ERC of any vacancies in the ERC and shall solicit nominations from the ERC, KDP membership, Board and staff.

(iv) After nominations are received, the names of the nominees shall be submitted to the members of the ERC. The ERC members will determine the final nominees to be recommended to the Board for approval.

- (v) Membership shall be limited to up to 100 living members.
- (vi) Officers and employees of KDP shall be ineligible for nomination until one year (12 months) has elapsed following the end of an Officer's term of office or an employee's last day of employment.
- (vii) Annually the Eleanor Roosevelt Chapter members will elect a Chair of the Chapter, who is a member of ERC, to serve for 12 months. Terms may be renewed up to three times or a maximum of three years.

2. Chapter rules and regulations: Chapters shall adhere to the rules and regulations outlined in the KDP Chapter Services Policy Handbook and KDP Membership Policy Handbook for rules and regulations for Chapters and members.
3. Dues and fees: Chapters may require local dues in addition to the dues collected by KDP. Any local dues collected by KDP on behalf of a Chapter shall be sent to and used by the Chapter for its operations.
4. Annual Agreement: Each Chapter must submit a signed annual KDP Chapter Affiliation Agreement to remain an active KDP Chapter.

Article IX — Chapter Counselors

1. Chapter Counselors

(a) Each Collegiate Chapter shall have at least one Chapter Counselor selected from the faculty/staff or another designee, who is able and willing to fulfill the duties of a Chapter Counselor as a paid or voluntary representative of the chapter and institution. Except where institutional policies dictate otherwise, a Chapter Counselor shall be appointed to the position by the appropriate institutional official or through a self-nomination process. Alumni or a professional chapter may select a Chapter Counselor. In Chapters where there is no Chapter Counselor, the Dean or designee will be asked to perform the duties of the Chapter Counselor after appropriate consultation with the members.

(b) Chapters may select one or more Associate Counselors. All provisions applicable to the Chapter Counselor shall apply to Associate Counselors.

2. Qualifications: : One member per institutional Chapter will be an Honorary Member of KDP while serving in the capacity of the primary point of contact. Counselors may choose to join KDP as a Regular Member if they meet criteria and pay the membership fee. As an integral volunteer leader for KDP, Counselors must adhere to these Bylaws, the Membership Policy Handbook, and the Chapter Services Policy Handbook.
3. Terms: Chapter Counselors may serve without term limits unless they cannot fulfill the duties of a KDP Chapter Counselor. If a Counselor vacates their position, KDP will work with the institution to appoint a replacement Counselor.
4. Removal: The Board of Directors may, for cause, declare the position of Chapter Counselor vacant. An institution may remove a Chapter Counselor and declare the position vacant.

Should either of these instances occur, representatives from KDP will work with the institution to appoint a replacement Chapter Counselor.

5. Responsibilities: Duties of the Chapter Counselor are outlined in the Chapter Services Policy Handbook.

6. Compensation: Chapter Counselors are not compensated by KDP. Counselors serve as essential volunteer leaders of KDP Chapters. A Chapter Counselor reserves the right to negotiate compensation or other benefits directly with their local institution to support their work in this role.

ARTICLE X — Indemnification of Directors and Other Eligible Persons

1. General. To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by KDP against all Liability and reasonable Expense that may be incurred by her or him in connection with or resulting from any Claim:

- (a) if such Eligible Person is Wholly Successful with respect to the Claim, or
- (b) if not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 3(a) or (b) of this Article X, to have:
 - (1) conducted herself or himself in good faith; and
 - (2) reasonably believed:
 - (i) in the case of conduct in her or his official capacity with KDP that her or his conduct was in its best interest; and
 - (ii) in all other cases, that her or his conduct was at least not opposed to the best interest of KDP; and
 - (3) in the case of any criminal proceeding, either:
 - (i) had reasonable cause to believe her or his conduct was lawful; or
 - (ii) had no reasonable cause to believe her or his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of KDP or at least not opposed to its best interest if the Eligible Person reasonably believed she or he was acting in conformity with the requirements of such Act or she or he reasonably believed her or his actions to be in the interest of the participants in or beneficiaries of the plan.

2. Definitions.

(a) The term "Claim" as used in this Article X shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of KDP or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise: (i) by reason of her or his being or having been an Eligible Person, or (ii) by reason of any action taken or not taken by her or him in her or his capacity as an Eligible Person, whether or not she or he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

(b) The term "Eligible Person" as used in this Article X shall mean every person (and the estate, heirs, and personal representatives of such person) who is or was a Director, officer, employee, or agent of KDP or is or was serving at the request of KDP as a Director, officer, employee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of KDP if her or his duties to KDP also imposed duties on, or otherwise involved services by, her or him to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article X shall include, but shall not be limited to, attorney's fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article X shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against her or him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

3. Procedure.

(a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 3(a), that such Eligible Person has met the standards of conduct set forth in Section 1(b) of this Article X. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then (iii) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by

the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

(b) If an Eligible Person claiming indemnification pursuant to Section 3(a) of this Article X is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to KDP and giving KDP ample opportunity to present to the court any information or evidence relating to the claim for indemnification that KDP deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in Section 1(b) of this Article X. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

4. Nonexclusive Rights. The right of indemnification provided in this Article X shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article X, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and (b) authorize KDP to purchase and maintain insurance on behalf of any Eligible Person against any Liability asserted against her or him and incurred by her or him in any such capacity, or arising out of her or his status as such, whether or not KDP would have the power to indemnify her or him against such Liability.

5. Expenses. Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by KDP (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

(a) the Eligible Person furnishes KDP a written affirmation of her or his good faith belief that she or he has met the standards of conduct specified in Section 1(b) of this Article X;

(b) the Eligible Person furnishes KDP a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 1(b) of this Article X; and

(c) the Board of Directors determines the facts then known would not preclude indemnification of the Eligible Person.

6. Contract. The provisions of this Article X shall be deemed to be a contract between KDP and each Eligible Person, and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article X that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

7. Effective Date. The provisions of this Article X shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

Article XI — Other Regulations of KDP

1. Indiana Nonprofit Corporation Act. All references in these Bylaws to the Act shall mean the Indiana Nonprofit Corporation Act of 1991 (the "Act"), as it may from time to time be amended, and any statute that may in the future supersede or replace, in whole or in part, the Act.

2. Amendment of Bylaws. The Board of Directors shall have the exclusive power to make, alter, amend, or repeal, or to waive provisions of, these Bylaws by the affirmative vote of a majority of the number of Directors then in office, except as otherwise provided by the Act.

3. Dissolution of the Association: Refer to Article VI, Section 6, of the Articles of Incorporation.

4. Other Regulations of Corporate Affairs: Refer to Article VI, Sections 1-5, of the Articles of Incorporation.

* note: The Chief Experience Officer (CXO) role, which is referenced in Article VIII, oversees all aspects of KDP membership services and is an executive staff member of KDP Headquarters.

This concludes the bylaws.