



CONSORTIUM FOR THE ADVANCEMENT OF ADULT HIGHER EDUCATION

## **Bylaws of Consortium for the Advancement of Adult Higher Education Revised June 5, 2009**

---

### **ARTICLE I: DESCRIPTION AND STATEMENT OF PURPOSE**

- 1.01. Description. The Consortium for the Advancement of Adult Higher Education (the "Consortium") is a for-profit, self-supporting organization of institutions committed to meeting the lifelong learning needs of adult students through innovative approaches to higher education.
- 1.02. Purposes. The purposes of the Consortium shall be:
- A. To promote and facilitate the sharing of innovative ideas, information, techniques, practices and resources among Member Institutions by identifying areas of common interest, including curriculum, assessment of prior learning, outcomes assessment, financial issues, student services, and administrative systems.
  - B. To promote and participate in institutional research, data collection and analysis, and interpretation of results.
  - C. To promote the understanding and acceptance of emerging standards and programs of innovative adult higher education by accrediting bodies, educational agencies, and the public as well as throughout the higher education community, through such means as:
    - 1. Participation in national conferences.
    - 2. Publication in professional journals and periodicals.
    - 3. Development of new ways to meet the needs of adult students through techniques such as articulation agreements, enhanced technology, and grant funding.
    - 4. Exploration of the feasibility of articulation agreements among Member Institutions.

The purpose and activities of the Consortium shall not supersede the mutual contractual relationship between the Institute for Professional Development and its contract institutions.

### **ARTICLE II: CORPORATION ARTICLES**

- 2.01. References to Articles. Any reference herein made to the Consortium articles will be deemed to refer to its articles of incorporation (the "Articles"), and all amendments thereto as at any given time on file with the Arizona Corporation Commission, together with any and all certificates filed by the corporation with the Arizona Corporation Commission (or any successor to its functions) pursuant to applicable law.
- 2.02. Seniority. The Articles shall in all respects be considered senior and superior to these bylaws, with any inconsistency to be resolved in favor of the Articles, and these bylaws are deemed to be automatically amended from time to time to eliminate any inconsistency

that may then exist.

### **ARTICLE III: CORPORATE OFFICES**

- 3.01. **Known Place of Business.** The known place of business of the Consortium in the State of Arizona shall be the office of its statutory agent unless otherwise designated in the articles or in a written statement or document duly executed and filed with the Arizona Corporation Commission. The Consortium may have such other offices, either within or outside of the State of Arizona, as the Board of Directors may designate or as the business of the Consortium may require from time to time.
- 3.02. **Change Thereof.** The Board of Directors may from time to time change the Consortium's known place of business or its statutory agent by filing a statement with the Arizona Corporation Commission pursuant to applicable law.

### **ARTICLE IV: MEMBERSHIP**

- 4.01. **Eligibility for Membership.** Private institutions of higher education that have a contractual affiliation with the Institute for Professional Development shall be eligible for membership status with the Consortium ("Eligible Institutions"). Each Eligible Institution shall become a Member Institution ("Member") upon the appointment of a representative by the Eligible Institution's President or other governing authority ("Representative") and upon payment of annual membership dues. The Representative shall represent the Member at Consortium meetings and shall serve until removed or replaced at the Member's discretion.

The Institute for Professional Development shall also nominate one Representative who shall have full voting rights. Based on its affiliation with the Institute for Professional Development, the University of Phoenix shall also be an Eligible Institution and shall be granted all of the rights of other Members including without limitation the right to appoint a Representative to the Consortium.

Members may withdraw from the Consortium by written notification to the Executive Director of the Consortium. Failure to pay annual membership dues shall constitute withdrawal from the Consortium.

- 4.02. **Fees and Dues.** The Executive Committee shall recommend, from time to time, the amount of initiation fee, if any, and the biennial dues payable to the Consortium by Members, which amounts shall be approved by the Representatives. The Executive Committee shall determine the dates such initiation fees and biennial dues shall be due and payable.
- 4.03. **Removal of Members.** Members may be removed from membership for cause by a majority vote of the Executive Committee. For any cause other than nonpayment of dues or initiation fees, removal may occur only after the Member complained against has been advised of the complaint lodged and has been given reasonable opportunity to present a defense to the Executive Committee. Any Member delinquent in the payment of fees or dues for thirty (30) or more days shall be notified of such delinquency by the Executive Director. The Executive Committee may remove a Member from membership for failure to pay dues or fees imposed by the Consortium thirty (30) days after notification of such

delinquency, and such Member shall be deemed to have resigned from the Consortium. Such Member shall not be eligible for reinstatement except upon payment of the full amount due.

- 4.04. Biennial Meetings. The Consortium shall hold a Biennial Meeting during the month of June on the days, time, and place established by the Executive Committee. All Representatives and their Member Institutions shall be advised of the Biennial Meeting at least sixty (60) days prior to the meeting. If any Biennial Meeting is, for any reason, not held on the date(s) determined as aforesaid, a deferred Biennial Meeting may thereafter be called and held in lieu thereof.
- 4.05. Quorum. A majority of the Representatives shall constitute a quorum for the transaction of business.
- 4.06. Voting. Each Member represented at any meeting of the Consortium is entitled to one vote, cast by its Representative. If a Representative is also an officer of the Consortium, he or she shall have only one vote. In the event that the Representative cannot attend, an alternative voting Representative may be designated by the Member's President.
- 4.07. Special Meetings. Special meetings of the Members may be called upon thirty (30) days' notice by the Executive Committee or upon the request of a quorum of the Members.
- 4.08. Notices. Not less than five (5) nor more than fifty (50) days (inclusive of the date of the meeting) before the date of any meeting of the Members and at the direction of the person or persons calling the meeting, the Secretary-Treasurer of the Consortium will cause a written notice setting forth the time, place, and general purpose(s) of the meeting to be deposited in the mail, with first class postage prepaid, addressed to each Member at its last address as it appears on the Consortium records. Any Member may waive call or notice of any meeting (and any adjournment thereof) at any time before, during, or after it is held. Attendance of a Member's Representative at any such meeting will automatically evidence its waiver of call and notice of such meeting (and any adjournment thereof) unless the Representative is attending the meeting for the express purpose of objecting to the transaction of business because the meeting has not been properly called or noticed.
- 4.09. Organization and Conduct of Meetings. Each meeting of the Members will be called to order and thereafter Chaired by the Chair of the Consortium; or, if the Chair of the Consortium is absent or so requests, then by the Vice-Chair; or, if both the Chair of the Consortium and the Vice-Chair are unavailable, then by such other officer of the Consortium or such Member as may be appointed by the Chair of the Consortium. The Consortium's Secretary-Treasurer will act as secretary of each meeting of the Members; in his or her absence, the Chair of the meeting may appoint any person to act as secretary for the meeting. Absent a showing of bad faith on his or her part, the Chair of a meeting will, among other things, have absolute authority to determine the order of business to be conducted at such meeting, and to establish reasonable rules for expediting the business of the meeting (including any informal or question and answer portions thereof).
- 4.10. Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting of the Members or in the conduct of any such meeting will be deemed waived if no objection is made at the meeting.

## **ARTICLE V: OFFICERS: GENERAL**

- 5.01. Officers. The Officers of the Consortium shall include the Immediate Past Chair, Chair (who shall act as President for purposes of Arizona law), Vice-Chair, and Secretary-Treasurer. The Secretary/Treasurer shall be nominated by the Executive Director and affirmed by the membership as an officer. Except for the Executive Director who may, but need not, be a Representative, only Representatives and the CAAHE Secretary/Treasurer shall be eligible to hold office.
- 5.02. Elections and Appointments. At each Biennial Meeting, the Nominating Committee will nominate from the Member Representatives, candidates to fill the officer positions. The terms of office of the Immediate Past Chair, Chair, Vice-Chair, and Secretary/Treasurer shall each be two (2) years. The length of time remaining on the member institution's agreement with IPD should be sufficient to enable fulfillment of the immediate term of office.

The Vice-Chair shall be the Chair-elect and shall succeed to the office of Chair. The Chair succeeds to the office of Immediate Past Chair. The regular election or appointment of officers will take place the even-year Biennial Meeting of the Consortium, but elections of officers may be held at any other meeting as may be necessary to fill a vacancy. A person elected or appointed to any office will continue to hold that office until the election or appointment of his or her successor, subject to action earlier taken pursuant to Section 5.04 or 8.01 below.

- 5.03. Additional Appointments. In addition to the officers contemplated in Section 5.01 above, the Executive Committee may elect or appoint other officers or agents with such authority to perform such duties as may be prescribed from time to time by the Executive Committee. Each of such persons (in the order designated by the Executive Committee) will be vested with all of the powers and charged with all of the duties of his or her superior officer in the event of such superior officer's absence or disability.
- 5.04. Officer Removal; Delegation of Duties. The Executive Committee may, whenever in its judgment the best interests of the Consortium will be served thereby, remove any officer or agent of the Consortium or temporarily delegate his or her powers and duties to any other officer. Such removal or delegation shall be without prejudice to the contract rights, if any, of the person so removed or whose powers and duties have been delegated. Election or appointment of an officer or agent shall not of itself create contract rights.
- 5.05. Compensation and Expenses of Officers. No person holding office as an officer of the Consortium shall be entitled to compensation for services rendered in such capacity with the exception of the Executive Director. Expenses of any officer shall only be authorized if approved and ratified by the Executive Committee.

## **ARTICLE VI: SPECIFIC OFFICERS**

- 6.01. Immediate Past Chair. The Immediate Past Chair shall serve in an advisory capacity on the Executive Committee with vote. The Immediate Past Chair shall appoint and Chair a

Nominating Committee one (1) month prior to the regular Biennial Meeting (held in even numbered years), and shall present a slate of officers at the Biennial Meeting for membership voting. In the event that there is a vacancy in the office of the Chair, the Past Chair shall serve as Acting Chair until the full Consortium, at its next regularly scheduled meeting, can take formal action to designate the Chair.

- 6.02. Chair. The Chair of the Consortium shall serve as President for purposes of Arizona law and, as Chair of the Executive Committee, shall call and preside at all meetings of the Consortium and of the Executive Committee, shall prepare an agenda for the meetings, shall report on Consortium activities since the last meeting, shall name the appointive members of all committees, and shall be an ex-officio member of all Consortium committees, with power to vote. In the intervals between meetings of the Consortium and of the Executive Committee, the Chair shall represent these bodies. The Chair shall host the Biennial Conference and make all hotel, meal, and travel arrangements; collect conference registrations; prepare attendee list, name badges, gift bags, etc. The Chair shall be a voting member of the Executive Committee.
- 6.03. Vice-Chair. The Vice-Chair shall assist the Chair and Executive Director as requested. The Vice-Chair shall be the Chair-Elect and shall succeed the Chair in office. The Vice-Chair shall serve as Chair of the Biennial Conference Planning Committee. The Vice Chair shall be a voting member of the Executive Committee.
- 6.04. Secretary-Treasurer. It shall be the duty of the Secretary-Treasurer to keep minutes of the Consortium and to send copies of the minutes to all Members. The Secretary-Treasurer shall preserve carefully all minutes, papers, and documents pertaining to the business and proceedings of the Consortium and its committees; shall act as custodian of all funds of the Consortium; and shall keep proper accounts concerning the disposition of all such funds. The Secretary-Treasurer shall cause the books of account of the Consortium to be audited biennially. The Secretary-Treasurer shall be a voting member of the Executive Committee.
- 6.05. Executive Director. There shall be an Executive Director, appointed by the Institute for Professional Development, and such staff as may be deemed necessary by the Consortium. The Consortium's office shall be established at a location approved by the Consortium. The duties of the Executive Director shall be nomination of the Secretary-Treasurer and overall administration of the Consortium. The Executive Director shall, have voting rights on the Executive Committee.

## **ARTICLE VII: DIRECTORS AND COMMITTEES**

- 7.01. Executive Committee/Directors. The Executive Committee shall consist of the Immediate Past Chair, Chair, Vice-Chair, Secretary-Treasurer, and Executive Director, each with equal voting rights. The members of the Executive Committee shall also act as the Directors of the Consortium.
- 7.02. Powers of the Executive Committee. The Executive Committee shall be responsible for recommending biennial priorities for the Consortium, developing a biennial operating budget, and implementing the policies and decisions of the Consortium. The Executive Committee may fix its own rules of procedure, shall keep all records of its proceedings,

and shall report these proceedings to the Consortium at the next regular or special meeting of the Consortium.

- 7.03. Regular Meetings. A regular Biennial Meeting of the Executive Committee is to be held as soon as practicable after the adjournment of the Biennial Meeting of the Members, either at the place of the Members' meeting or at such other place as the Directors elected at the Members' meeting may have been informed of at or prior to the time of their election. Additional regular meetings may be held at regular intervals at such places and at such times as the Executive Committee may determine.
- 7.04. Special Meetings. Special meetings of the Executive Committee may be held whenever and wherever called for by the Chair or the number of Directors that would be required to constitute a quorum.
- 7.05. Notices. No notice need be given of regular meetings of the Executive Committee. Written notice of the time and place (but not necessarily the purpose or all of the purposes) of any special meeting will be given to each Director in person or via mail or telegram addressed to him or her at his or her latest address appearing on the Consortium's records. Notice to any Director of any such special meeting will be deemed given sufficiently in advance when (i) if given by mail, the same as deposited in the mail, with first class or airmail postage prepaid, at least four (4) days before the meeting date; or (ii) if personally delivered or given by telegram, the same is handed to the Director, or the telegram is delivered to the telegraph office for fast transmittal, at least forty-eight (48) hours prior to the convening of the meeting. Any Director may waive call or notice of any meeting (and any adjournment thereof) at any time before, during, or after it is held. Attendance of a Director at any meeting will automatically evidence his or her waiver of call and notice of such meeting (and any adjournment thereof) unless he or she is attending the meeting for the express purpose of objecting to the transaction of business because the meeting has not been properly called or noticed. Any meeting, once properly called and noticed (or as to which call and notice have been waived as aforesaid) and at which a quorum is formed, may be adjourned to another time and place by a majority of those in attendance.
- 7.06. Quorum. A quorum for the transaction of business at any meeting or adjourned meeting of the Executive Committee will consist of a majority of those then in office. Once a quorum has been formed, the Directors from time to time remaining in attendance at such meeting prior to its adjournment will continue to be legally competent to transact business properly brought before the meeting, notwithstanding the prior departure from the meeting of enough Directors to leave less than a quorum.
- 7.07. Voting. Any matter submitted to a meeting of the Executive Committee will be resolved by a majority of the votes cast thereon. In case of an equality of votes, the Chair of the meeting will have a second or deciding vote.
- 7.08. Nominating Committee. The Executive Committee shall serve as the Nominating Committee and shall be responsible for nominating a slate of officers for election at the Biennial Meeting of the Consortium. The Immediate Past Chair shall act as Chair of this committee.
- 7.09. Special Committees. At any meeting, the Consortium or the Executive Committee may

authorize the creation of such special committees as it deems necessary and appropriate and may fix their size, duties, membership, and tenure, provided, however, that such committees shall not have the authority of the Executive Committee in reference to the following matters: (i) the submission to Members of any action that requires Members' authorization or approval under applicable law; (ii) the filling of vacancies on the Committee or in any committee of the Consortium; (iii) the amendment or repeal of the bylaws or the adoption of new bylaws; and (iv) the fixing of compensation of the Executive Director.

- 7.10. **Presumption of Assent.** A Director of the Consortium who is present at a meeting of the Board of Directors or of any committee at which action is taken on any matter will be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary-Treasurer of the corporation within two (2) business days after the adjournment of the meeting. A right to dissent will not be available to a Director who voted in favor of the action.
- 7.11. **Compensation.** No Director shall be entitled to compensation for services rendered in such capacity with the exception of the Executive Director. Expenses of a Director shall only be authorized if approved and ratified by the Executive Committee.
- 7.12. **Action by Directors Without a Meeting.** Any action required or permitted to be taken at a meeting of the Executive Committee or of any other committee may be taken without a meeting if all Directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote of the Directors or committee members of the corporation at a meeting duly called and noticed.
- 7.13. **Meetings by Conference Telephone.** Any member of the Executive Committee or any other committee may participate in a meeting of such committee by means of a conference telephone or similar communication equipment whereby all members participating in such meeting can hear one another. Such participation shall constitute attendance in person.
- 7.14. **Biennial Conference Planning Committee.** The Biennial Conference Planning Committee shall be responsible for identifying the conference dates and location one (1) year in advance of the conference and shall be Chaired by the Vice-Chair. The Conference Chair shall be responsible for calling Conference Planning Committee meetings or teleconferences to organize and plan the agenda, to distribute the agenda not less than sixty (60) days in advance of the conference, to see that speakers and presenters are secured, and to coordinate all logistics with the host site. The Biennial Conference Planning Committee shall consist (at a minimum) of the Executive Board members and the Chair of each Commission.

## **ARTICLE VIII: RESIGNATIONS AND VACANCIES**

- 8.01. **Resignations.** Any Director, committee member, or officer may resign from his or her office at any time by written notice delivered or addressed to the Consortium at its known place of business. Any such resignation will be effective upon its receipt by the Consortium

unless some later time is therein fixed, and then from that time; the acceptance of a resignation will not be required to make it effective.

- 8.02. Vacancies. If the office of any committee member or officer becomes vacant by reason of his or her death, resignation, disqualification, removal, or otherwise, the Executive Committee may choose a successor to hold office for the unexpired term.

#### **ARTICLE IX: SEAL**

- 9.01. Form Thereof. The Executive Committee may provide for a seal of the Consortium that will have inscribed thereon the name of the Consortium, the state and year of its incorporation, and the words "Corporate Seal."

#### **ARTICLE X: FINANCE**

- 10.01. Dues/Budget. Dues may be established at the regular Biennial Meeting, as recommended by the Executive Committee and voted on by the Representatives. The Executive Committee shall submit a proposed biennial budget for the Executive Committee's consideration three (3) months prior to the regular Biennial Meeting. The Consortium shall act upon such proposed budget at its regular Biennial Meeting.

#### **ARTICLE XI: AMENDMENTS**

- 11.01. Amendments by Directors. Subject to repeal or change by action of the Members, these bylaws may be altered, amended, supplemented, repealed, or temporarily or permanently suspended, in whole or in part, or new bylaws may be adopted at any duly constituted meeting of the Executive Committee or, alternatively, by unanimous written consent to corporate action without a meeting of the Board of Directors.
- 11.02. Amendment by Members. These bylaws may be changed during a full meeting of the Consortium without prior notice of the proposed change, provided all Members are present and the vote is unanimous. These bylaws may also be changed by sending notice of the proposed change with ballot to all voting Members thirty (30) days prior to tabulation of the ballots.