

**BYLAWS  
OF  
RESEARCH TRIANGLE PARALEGAL ASSOCIATION, INC.**

**ARTICLE I  
NAME**

The name of this organization shall be the Research Triangle Paralegal Association, Inc. (hereinafter referred to as “RTPA” or “Association”).

**ARTICLE II  
PURPOSES AND OBJECTIVES**

RTPA shall not be organized for profit or organized to engage in an activity ordinarily carried on for profit, and no part of the corporation’s net earnings shall benefit any private shareholder or individual. The purposes and objectives of RTPA shall be exclusively of a nonprofit nature and shall include the following:

1. To further education among members of the paralegal profession.
2. To promote and protect the general professional interests of paralegals in the Research Triangle area, specifically those paralegals who are employed or reside in Durham, Orange, or Wake County, North Carolina.
3. To encourage a high order of ethical and professional attainment.
4. To inform paralegals of developments in the legal profession and to act as a forum for exchanging ideas and disseminating such information.
5. To encourage the expanded use and full utilization of paralegals in all aspects of the legal profession.
6. To further promote the working relationship between paralegals and attorneys in law offices, corporations, and government agencies.
7. To transact any other lawful activity to further the activities and affairs of the corporation.

**ARTICLE III  
PRINCIPAL OFFICE AND REGISTERED AGENT**

Section 3.1 Principal Office.

The principal office of the Association shall be located at such place as may be designated by the Board of Directors.

Section 3.2 Registered Agent and Registered Office.

The Association shall continuously maintain a registered agent, which agent shall be designated by the Board of Directors, and the address of said registered agent shall be the registered office of the Association. Any change in the registered agent and/or registered office shall be accomplished in compliance with the North Carolina Nonprofit Corporation Act.

**ARTICLE IV**  
**MEMBERSHIP**

Section 4.1 Classes of Membership.

There shall be the following classes of membership:

A. General Membership.

1. Qualifications

A person shall be eligible to become a General Member of this Association provided such person either resides in or is employed in Durham, Orange, or Wake County, North Carolina, and has either (i) completed at least one (1) year of continuous on-the-job training as a paralegal under the direct supervision of a licensed attorney; or (ii) completed a paralegal training school or program and is or has been employed as a paralegal under the direct supervision of a licensed attorney within the past five (5) years.

2. Rights

General Members shall be entitled to vote at all meetings of the Association and may hold elected office or serve as a Committee Chair.

B. Associate Membership.

1. Qualifications

A person shall be eligible to become an Associate Member of this Association provided such person either resides in, is employed in, or is a paralegal educator or student in a paralegal training school or program in Durham, Orange, or Wake County, North Carolina, and is either (i) employed under the direct supervision of a licensed attorney as a paralegal but has been so employed for less than one (1) year; (ii) a graduate of a paralegal training school or program, provided such training was completed within the past five (5) years, but has not been employed under the direct supervision of a licensed attorney; (iii) an educator associated with a paralegal training school or program; or (iv) enrolled as a student in a paralegal training school or program and is devoting at least half-time to a degree or certification program.

## 2. Rights

Associate Members shall not be entitled to vote at meetings of the Association and may not hold elected office. Such members may, however, serve as voting members on committees. Associate Members who become eligible for General Membership may change their classification by notice to the Membership Chair and payment of the difference between the Annual Dues specified for General and Associate Members in Article V of these bylaws.

### C. Patron Membership.

#### 1. Qualifications

Patron Members shall be those persons, firms and companies who express interest in giving added support to the goals and programs of RTPA by paying the Annual Dues set forth in Article V of these bylaws.

#### 2. Rights

Patron Members shall not be entitled to vote at membership meetings of RTPA and may not hold office. Such members may, however, designate representatives to serve as voting members of committees.

### Section 4.2 Good Standing Defined.

A member, to be in good standing, shall not be in default in the payment of Annual Dues or other accounts payable to RTPA and shall be in compliance with the bylaws of RTPA.

### Section 4.3 Admission Procedure.

Application for membership shall be made on official forms and submitted to the Membership Chair, or other representative as designated by the Board of Directors, along with payment of Annual Dues set forth in Article V of these bylaws.

### Section 4.4 Transfer of Membership.

Membership in RTPA is not transferable.

## **ARTICLE V** **ANNUAL DUES**

### Section 5.1 Annual Dues.

Annual membership dues (the “Annual Dues”) shall be the primary source of financial support for RTPA.

A. Members shall pay Annual Dues as set forth below:

1. General Members

Annual Dues for General Members shall be at the rate of twenty dollars (\$20) for each member as defined in Article IV, Section 4.1, Part A, Sub-section 1.

2. Associate Members

Annual Dues for Associate Members shall be at the rate of ten dollars (\$10) for each member as defined in Article IV, Section 4.1, Part B, Sub-section 1.

3. Patron Members

Annual Dues for Patron Members shall be at the rate of two-hundred dollars (\$200) for each member as defined in Article IV, Section 4.1, Part C, Sub-section 1.

B. Payment of Annual Dues

All Annual Dues are payable to the Association on February 1 and are delinquent on March 1. If application for membership is made after September 1, the Annual Dues to be paid shall be prorated to half of the amount otherwise applicable.

Section 5.2 Default in Payment.

A. Notice

1. If Annual Dues or other financial obligations to RTPA are not paid within thirty (30) days of their due date, the Treasurer shall send a first notice.
2. If Annual Dues or other financial obligations to RTPA are not paid within fifteen (15) days of the mailing of the first notice, the Treasurer shall send a second notice advising the defaulting member that should the member fail to pay the Annual Dues within the next fifteen (15) days, the member's rights may be suspended.

B. Penalties

A member who remains in default of payment thirty (30) days after the mailing of the second notice shall no longer be in good standing and all regular and extraordinary rights and privileges of membership shall be revoked.

C. Extensions

The RTPA officers shall have the authority to grant a defaulting member an extension for payment of debts for good cause.

Section 5.3 Reinstatement of Rights.

Any rights and privileges of membership that have been revoked for nonpayment of Annual Dues or other financial obligations to RTPA may be reinstated upon payment of all such Annual Dues and other financial obligations to RTPA.

Section 5.4 Refund of Annual Dues.

A member who has terminated membership, or whose membership has been revoked, shall not be entitled to a refund of any Annual Dues unless there is a verifiable accounting error.

**ARTICLE VI**  
**MEETINGS; NOTICES; AND VOTING**

Section 6.1 Annual Meeting.

A meeting of the membership shall be held during the month of October each year on such date and at such time and place as shall be designated by the Board ("Annual Meeting"). The purpose of such Annual Meeting shall include but not be limited to (i) the election of officers/directors; (ii) the presentation of reports from the Board, officers, and/or committees; and (iii) the consideration of any other matters of interest to the membership of RTPA.

Section 6.2 Special Meetings.

A special meeting of the members may be held at any time or place and must be held (a) on call of the Board or (b) within thirty (30) days after demand by at least ten percent (10%) of the members entitled to vote ("Special Meeting").

Section 6.3 Notice.

A. Content.

Notice of the Annual Meeting or any Special Meeting shall state the place, date and time of the meeting. In the case of a Special Meeting, such notice shall also describe the matters for which the meeting is called and shall comply with any requirements of the North Carolina Nonprofit Corporation Act for approval of any conflict of interest transaction, indemnification, amendment of the Articles of Incorporation or these bylaws, merger, transfer of assets not in the regular course of the Association's activities, or dissolution.

B. Delivery.

Notices must be sent to the membership in writing no more than sixty (60) days and not less than thirty (30) days prior to the meeting. Said notice may be given by any means of written communication and may be deemed delivered (i) within

five (5) days after being sent by first-class, registered or certified mail, (ii) within thirty (30) days after being sent at the nonprofit postage rate, or (iii) within two (2) days after being sent via electronic mail. Such notice does not require separate delivery but may be included as part of any written communication (i.e. newsletter, magazine, or other publication) regularly sent to the Association's members so long as such notice is conspicuously identified as a notice.

C. Record Date.

The record date for determining members entitled to receive notice of a meeting and to vote at said meeting shall be the business day preceding the day on which such notice is given.

Section 6.4 Quorum.

A quorum shall exist if one-tenth (1/10) of the members entitled to vote are present, in person or by proxy, at any meeting; provided that if less than one-third (1/3) of the votes entitled to be cast in the election of officers/directors are represented at any Annual Meeting, the only matters that can be voted upon at the meeting are those described in the meeting notice.

Section 6.5 Voting.

A. General.

Action on a proposition before any meeting may be taken by show of hands or voice vote of the members entitled to vote at the meeting unless a majority of the quorum present calls for the vote to be taken by written ballot.

B. Proxies.

Any member entitled to vote and in good standing may appoint, in writing on a form provided by the Board, another member who is also entitled to vote and in good standing to vote his/her proxy at any meeting. Such proxy shall be valid only for the matters to be voted on at the meeting for which it is given, and such proxy shall become invalid if the granting member attends the meeting for which it is given. Proxies shall be filed with the Secretary no less than fifteen (15) days before a meeting is held.

C. Action Without a Meeting.

Action also may be taken (a) by unanimous written consent of the members entitled to vote or (b) by written ballots delivered to each member entitled to vote. In the case of written ballots, the ballot form shall (i) set forth each proposed action and provide a space to vote for or against such action, and (ii) specify the location and deadline for receipt of ballots. Approval by ballots must meet the notice, quorum, and voting requirements that would otherwise apply to a meeting.

**ARTICLE VII**  
**BOARD OF DIRECTORS AND OFFICERS**

Section 7.1 General Powers and Duties.

The Board of Directors shall be the governing body of the Association. The Board of Directors shall manage, control, and direct the affairs of the Association and oversee the management of the committees.

Section 7.2 Composition and Election.

The Board of Directors shall consist of the offices of President, Vice-President, Secretary, Treasurer, such other offices as shall be deemed necessary by a majority of eligible members voting, and any Committee Chairs appointed pursuant to Article VIII of these bylaws. The Officers shall be elected annually by a majority of those eligible members voting. The Officers and Directors shall take office the first day of January following their election or appointment and, except in the case of removal or resignation, shall hold office until December 31 of the same calendar year.

Section 7.3 Limitation of Office Holding.

No Officer or Director shall hold more than one position simultaneously, and no Officer or Director shall be eligible to serve more than three (3) consecutive terms in the same position.

Section 7.4 Resignation or Removal.

Any Officer or Director may resign by submitting a letter of resignation to the President and Secretary of RTPA, who shall submit the resignation to the Board for action. Any Officer or Director may be removed by a majority of those eligible members voting at a meeting called for such purpose. Any Officer or Director vacancy may be filled by the members entitled to vote or by the remaining Board, whichever group shall act first.

Section 7.5 Personal Liability.

To the fullest extent permitted by the North Carolina Nonprofit Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director, officer, employee or agent of the corporation shall be personally liable for monetary damages for breach of any duty as a director, officer, employee or agent of the corporation. No amendment or repeal of this article, nor the adoption of any other amendment to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

Section 7.6 President.

The President is the official spokesperson of RTPA, shall serve as Chair of the Board of Directors, presiding over all meetings, and shall have general and active management of

the business of the Association. The President shall prepare agendas for meetings, ascertain all business, be apprized of all items, guide all actions to their proper conclusion, and see that all orders and resolutions of the Board of Directors are carried into effect. The President shall act as custodian of all records, documents and papers of the Association jointly with the Secretary.

Section 7.7 Vice President.

The Vice President, in the absence of the President, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned by the President or by the Board of Directors.

Section 7.8 Secretary.

The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and any regular or special meetings of the members. In addition, the Secretary shall act as custodian of all records, documents, and papers of the Association jointly with the President. The Secretary shall handle correspondence between the Association and third parties and all other such duties as the Board of Directors or the President may designate.

Section 7.9 Treasurer.

The Treasurer shall be the custodian of RTPA's funds and shall keep a full and accurate accounting of all receipts and disbursements. In addition, the Treasurer shall deposit all monies in the name and to the credit of RTPA. The Treasurer shall make written reports of all transactions and financial conditions of the Association and shall prepare a budget to be approved by the Board of Directors. The Treasurer shall be responsible for the preparation of all forms required by the North Carolina Department of Revenue and the Internal Revenue Service regarding RTPA's fiscal operations and tax-exempt status.

**ARTICLE VIII**  
**COMMITTEES**

Section 8.1 Committees.

It shall be the duty of the Board of Directors to create such Committees as shall be needed to perform the duties necessary to promote the goals of RTPA. Each Committee shall serve at the pleasure, control, and direction of the Board.

Section 8.2 Committee Chair.

The Board of Directors shall appoint the Chair of each committee.

Section 8.3 Rules.

A Committee Chair may adopt rules and regulations for the operation and management of the Committee's function, so long as such rules and regulations are not in conflict with applicable law, the Association's Articles of Incorporation, these bylaws, or other rules and regulations of RTPA, and so long as they are not disapproved by the Board of Directors.

Section 8.4 Reimbursement for Expenses.

The Board of Directors shall have the authority to reimburse Committee Chairs for reasonable and authorized expenses incurred in connection with tasks and operations of their positions, except as may be otherwise provided by these bylaws.

**ARTICLE IX**  
**FISCAL OPERATIONS**

Section 9.1 Fiscal Year.

The fiscal year of RTPA shall be the twelve-month period from January 1 through the following December 31.

Section 9.2 Financial Reports.

The Treasurer shall make a financial report annually to the membership of the Association and monthly to the Board of Directors.

Section 9.3 Financial Support.

As defined in Article V of these bylaws, the Annual Dues shall be the primary source of financial support for RTPA. Additional financial support may come from income from activities substantially related to the Association's exempt purpose.

Section 9.4 Deposits.

All funds of RTPA not otherwise employed shall be promptly deposited to the credit of RTPA in such banks, trust companies or other depositories as the Board of Directors may select.

Section 9.5 Checks and Drafts.

The Treasurer shall pay only authorized expenses that are within budget appropriations approved by the Board of Directors. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of RTPA shall be signed by such officer or officers, or agent or agents, of RTPA, subject to any requirements as to countersignature or otherwise, as may be determined by resolution of the Board of Directors.

Section 9.6 Contracts and Execution of Instruments.

All contracts or other instruments requiring execution by RTPA in the normal course of business shall be signed by the President and, if required, countersigned by the Secretary, except when the signing and execution of any such contract or instrument shall have been expressly delegated by the Board of Directors or these bylaws to some other officer or agent of RTPA or as required by law to be signed or executed in some other manner. No other contracts or other instruments may be entered into or signed on behalf of RTPA without the prior approval of the Board of Directors.

Section 9.7 Loans.

No loans shall be contracted on behalf of RTPA and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. No loans shall be made by RTPA to members of the Board of Directors.

Section 9.8 Contributions.

The Board may accept contributions for or on behalf of RTPA.

**ARTICLE X**  
**INDEMNIFICATION**

Section 10.1 Right to Indemnification.

Any person who at any time serves or has served as a director, officer, employee or agent of RTPA, or who while serving as a director, officer, employee or agent of RTPA serves or has served at the Association's request as a director, officer, partner, trustee, administrator, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by RTPA to the fullest extent permitted by law against (a) reasonable expenses including attorneys' fees incurred in connection with any threatened, pending or completed civil, criminal, administrative, investigative or arbitral action, suit or proceeding (and any appeal therein), whether or not brought by or on behalf of RTPA, seeking to hold such person liable by reason of the fact that he/she is or was acting in the capacity of a director, officer, employee or agent of RTPA, and (b) reasonable payments made by such person in satisfaction of any judgment, money decree, fine, tax, penalty or settlement for which such person may have become liable in any such action, suit or proceeding.

Section 10.2 Determination and Payment of Indemnification.

The Board of Directors shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this bylaw, including without limitation making a determination that indemnification is permissible under the circumstances and a good faith evaluation of the manner in which the person claiming indemnity acted and of the reasonable amount of indemnity due. The Board of Directors

may appoint a committee or special counsel to make such determination and evaluation. To the extent needed, the Board shall give notice to, and obtain approval by, the members eligible to vote for any decision to indemnify.

Section 10.3 Binding and Nonexclusive.

Any person who at any time after the adoption of this bylaw serves or has served as a director, officer, employee or agent of RTPA shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided in this bylaw. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other right to which such person may be entitled. Such person shall not have a right to indemnification, however, for any action for which the person received an improper personal benefit.

**ARTICLE XI**  
**OFFICIAL RECORDS**

Section 11.1 Description of Records.

RTPA shall keep correct and complete records of fiscal accounts, and minutes of all meetings at which business of the corporation is discussed. In addition, RTPA shall maintain a register of the names and addresses of the Board of Directors, members, and such other books and records as may be necessary and advisable.

Section 11.2 Limitations on Use of Membership List.

Without consent of the Board of Directors, a membership list or any part thereof shall not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, and without the consent of the Board, a membership list or any part thereof shall not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the Association;
2. Used for any commercial purpose; or
3. Sold to or purchased by any person.

**ARTICLE XII**  
**OFFICIAL SEAL**

The official seal of RTPA shall contain the name of Research Triangle Paralegal Association, Inc., the State of its incorporation, and the year of its incorporation.

**ARTICLE XIII**  
**DISSOLUTION**

The assets of RTPA are permanently dedicated to its tax exempt purposes and in the event of the dissolution or liquidation of RTPA, all of its assets and property remaining after payment of its debts and obligations, including but not limited to the expenses of such dissolution or liquidation, shall be distributed only to such organization(s) as shall qualify under Section 501(c)(6) of the United States Internal Revenue Code of 1954 as amended, and the regulations thereunder as the same now exists or may hereafter be further amended. Such organization(s) are to be selected by RTPA's final Board of Directors. In no event shall any assets or property of RTPA be distributed to any member or private individual.

**ARTICLE XIV**  
**AMENDMENTS**

Section 14.1 Requirements.

Amendments to these bylaws may be proposed by the Board of Directors or by at least ten percent (10%) of the members entitled to vote. An amendment to these bylaws must be approved by a majority of the eligible members' votes entitled to be cast on the amendment and, if applicable, by the affirmation of any otherwise non-voting class of members required under the North Carolina Nonprofit Corporations Act.

Section 14.2 Effective Date.

Bylaw amendments shall become effective immediately unless otherwise provided.