

AMENDED AND RESTATED BYLAWS

OF THE

KEYSTONE ALLIANCE OF

PARALEGAL ASSOCIATIONS

Amended and Restated

as of November 1, 2008

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KEYSTONE ALLIANCE OF PARALEGAL ASSOCIATIONS  
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**ARTICLE I- GENERAL**

Section 1.1 NAME

The name of the organization shall be the Keystone Alliance of Paralegal Associations, hereinafter the “Keystone Alliance.”

Section 1.2 ADDRESS

The principal office of the Keystone Alliance shall be: P.O. Box 344, Pittsburgh, PA 15230.

Section 1.3 PURPOSE

The Keystone Alliance shall be non-partisan and non-profit and shall not engage in any activities not in furtherance of the objectives specifically outlined below. The Keystone Alliance shall focus foremost on issues impacting Pennsylvania paralegals. The Keystone Alliance members may or may not be affiliated with national paralegal associations.

The Keystone Alliance has the following purposes:

- (a) To provide a statewide voice for paralegals in Pennsylvania;
- (b) To maintain a statewide communications network among paralegal associations and other members of the legal community;
- (c) To advance, foster and promote the paralegal profession in Pennsylvania; and
- (d) To monitor developments in the paralegal profession.

Section 1.4 PROFESSIONAL RESPONSIBILITY

The Keystone Alliance has adopted the American Bar Association Model Rules of Professional Conduct and the Minimum Standards and Professional Responsibility Guidelines for Paralegals in the Commonwealth of Pennsylvania as amended from time to time.

Section 1.5 FISCAL YEAR

The fiscal year for the Keystone Alliance shall be from January 1 to December 31.

Section 1.6 GOVERNING AUTHORITY

The Keystone Alliance shall be governed by these Bylaws and, where an issue is encountered that is not specifically addressed in these Bylaws, shall first follow the Keystone Alliance of Paralegal Associations Procedures and Guidelines, hereinafter referred to as the

“Procedures and Guidelines” and then lastly, the current edition of Robert’s Rules of Order.

Section 1.7 CHARACTER AND FITNESS CRITERIA

The Keystone Alliance member association representatives shall not have been convicted of a felony or comparable crime as defined by an individual state or jurisdiction that does not have a felony designation.

Section 1.8 DISSOLUTION

In the event of dissolution of the Keystone Alliance, all property and assets shall be distributed to a nonprofit charitable organization as defined by the Internal Revenue Code, to be selected by an affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the remaining members of the Keystone Alliance, notice having been given to the member associations of the Keystone Alliance at least fifteen (15) days prior to the meeting. In no event shall any of such property and assets be distributed to any member association or a private individual.

Section 1.9 PERSONAL LIABILITY OF REPRESENTATIVES

A representative shall have no personal liability for any claims or damage that may result from acts in the discharge of any duty imposed or exercise of any power conferred upon such representative by the Keystone Alliance if, in good faith, such representative shall have acted with ordinary care and prudence.

**ARTICLE II - MEMBERSHIP**

2.1 NON-DISCRIMINATION

No representative of any member association shall be denied admission on the basis of race, religion, national origin, gender, sexual orientation, age, physical disability or political ideology.

2.2 DEFINITION OF A MEMBER

Any paralegal association located in and/or representing paralegals in the Commonwealth of Pennsylvania is eligible to become a member of the Keystone Alliance. The founding members of the Keystone Alliance are:

- Central Pennsylvania Paralegal Association
- Chester County Paralegal Association
- Keystone Legal Assistant Association
- Lancaster Area Paralegal Association
- Philadelphia Association of Paralegals
- Pittsburgh Paralegal Association
- York County Paralegal Association

## 2.3 MEMBERSHIP ADMISSION PROCEDURE

A written request for membership shall be submitted to the Chairperson for approval and processing. Payment of annual dues for the current year is a prerequisite to the completion of membership.

## 2.4 VOLUNTARY TERMINATION OF MEMBERSHIP

A member association may terminate its Keystone Alliance membership voluntarily by submitting a written letter addressed to the Chairperson indicating the effective date of the termination and the reason for termination. However, such voluntary termination of membership shall not relieve the member association so terminating membership of the obligation to pay any dues, assessments or other charges heretofore accrued and unpaid.

## 2.5 EXPULSION OF MEMBER

Any member association may be expelled from the Keystone Alliance upon the occurrence of any of the following:

- (a) Failure to send a representative to two (2) consecutive meetings;
- (b) Failure to pay dues, to pay any cost or make reimbursement of any cost within sixty (60) days of notification of amount due; or
- (c) Failure to participate in the committees of the Keystone Alliance or provide assistance to the Keystone Alliance when requested by the Chairperson for a period of one (1) year.

In the event a member association commits any of the above violations, the Chairperson shall make a written recommendation, citing the violation(s), to the other member associations, that the association committing such violation(s) be expelled. A copy of the written recommendation and the proposed date of the vote shall be sent to the offending Association by the Chairperson. Such written recommendation shall also become a part of the permanent record of the Keystone Alliance. An affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the member associations will cause that association to be expelled from the Keystone Alliance immediately. Upon an affirmative vote, the Chairperson shall send the written recommendation with the vote tally to the offending association to inform them of the expulsion. Nothing herein shall prevent the expelled association from reapplying for membership after a period of one (1) year has expired.

## 2.6 REINSTATEMENT OF MEMBERSHIP

Reinstatement of membership to the Keystone Alliance for any association that voluntarily terminated their membership shall be considered upon written request from the former member association to the Chairperson. The Chairperson shall inform the member associations of the request for reinstatement, and by an affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the member associations, reinstate such former member upon such terms as the designated Primary Representatives may deem appropriate, including but

not limited to full payment of annual dues at the time of reinstatement.

### Section 2.7 ANNUAL DUES OF MEMBERS

Member Associations shall be liable for the following dues and assessments:

- (a) All member associations shall pay annual dues as set by the voting representatives.
- (b) Prior to implementation, the officers and/or boards of each member association shall approve any increase in the amount of the annual dues.
- (c) Dues shall be due on or before January 1 of each year, shall not be prorated, and shall become delinquent 60 days thereafter. A delinquent member association may be subject to expulsion from the Keystone Alliance pursuant to Article II, Section 2.5 of the Bylaws. The member association shall be reinstated upon payment of dues and any reinstatement fee that may be assessed by the voting members.
- (d) All checks shall be made payable to the “Keystone Alliance” and forwarded to the Treasurer.

## **ARTICLE III - MEMBERSHIP MEETINGS**

### Section 3.1 MEETINGS AND PLACE OF MEETINGS

The Keystone Alliance shall hold regular meetings twice a year, tentatively in the Spring and the Fall. The meetings shall be held on mutually agreed upon dates and at rotating locations. The Keystone Alliance may hold additional regular meetings at mutually agreed upon locations and dates, as needed. Keystone Alliance meetings shall be open to any and all interested persons representing associations interested in joining the Keystone Alliance as well as any Keystone Alliance invited guests. The minutes of a meeting shall be approved at the next subsequent meeting of the Keystone Alliance by majority vote.

### Section 3.2 NOTICE OF MEETINGS

Written notice stating the place, date, time and general purpose of any meeting shall be given to each member association representatives at such address appearing on the membership records of the Keystone Alliance at least thirty (30) days before the meeting and at least ten (10) days before a special meeting, unless a greater period of notice is required.

### Section 3.3 CONTENTS OF NOTICE

A notice of meeting shall specify the place, day and time of the meeting and any other information required by any other provision of the PA Nonprofit Corporation Law or these Bylaws.

### Section 3.4 WAIVER OF NOTICE

Section 3.4.1 Written Waiver. Whenever any written notice is required to be given under the PA Nonprofit Corporation Law or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to the notice, before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at the meeting nor the purpose of a meeting need be specified in the waiver of the notice of the meeting.

Section 3.4.2 Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends at the beginning of the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

### Section 3.5 USE OF TELEPHONE CONFERENCE, VIDEO CONFERENCE, WEBCAST OR SIMILAR EQUIPMENT

One or more persons may participate in a meeting of the Keystone Alliance by means of a telephone conference, video conference, webcast or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

### Section 3.6 REGULAR MEETINGS

The Keystone Alliance shall hold regular meetings twice a year, tentatively in the Spring and the Fall. The meetings shall be held on mutually agreed upon dates and locations. All meetings held in person shall be at rotating locations. The Keystone Alliance meetings shall be open to any and all interested persons from each member association, as well as to persons representing associations interested in joining the Keystone Alliance and invited guests. The minutes of a meeting shall be approved at the next subsequent meeting of the Keystone Alliance by an affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the member associations.

### Section 3.7 SPECIAL MEETINGS

Special meetings may be called by the Chairperson or by agreement of at least thirty percent (30%) of the member associations. Upon written request of any person who has called a Special Meeting, it shall be the duty of the Chairperson to fix the time of the meeting within ten (10) business days of the request, which shall be held not more than sixty (60) days after the receipt of the request. If the Chairperson shall neglect or refuse to fix the time of the meeting, the delegate or member association calling the meeting may do so. A special meeting may take place at a location, via telephone conference, or by way of other reasonable electronic means. Business transacted at all special meetings shall be confined to the business stated in the notice, and any business transacted via telephone or electronic means shall be in strict accordance with the Procedures and Guidelines.

### Section 3.8 MINUTES AND MEETING PROTOCOL

The host association for each regular meeting shall select the meeting site and notify the Chairperson of such location within thirty (30) days of each meeting. The host association shall also be responsible for taking the minutes of the meeting and distribution of the final minutes to all member associations upon attestation by the Chairperson. In the event the meeting is held telephonically, the Chairperson shall appoint a person to take and distribute minutes. In the event the meeting is held by other reasonable electronic means, the Chairperson shall establish a process to accumulate and distribute minutes.

### Section 3.9 QUORUM

A simple majority of the designated Primary Representatives of the Keystone Alliance member associations, represented in person or by proxy shall constitute a quorum for regular or special meetings. In the absence of a quorum at any annual or special meeting of the Keystone Alliance associations, an affirmative vote of a simple majority of the designated Primary Representatives present may adjourn such meeting without notice until such time as a quorum can be gathered. Except as otherwise required by statute or these Bylaws, all matters coming before any meeting of the member associations shall be decided upon by an affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the member associations present in person, by proxy or by telephonic conference at such meeting with a quorum present.

### Section 3.10 VOTING

A. Each member association shall have one vote on all matters being decided upon by the Keystone Alliance. A simple majority vote of the then existing member associations present and voting shall be necessary for adoption of any matter voted upon by the Keystone Alliance, except that any amendment to these Bylaws or to the Procedures and Guidelines shall require a two-thirds (2/3) majority vote of the then existing member associations present and voting. If the Chairperson calls for a vote by a date certain, it is incumbent upon the members to respond by that date and by the method chosen by the Chairperson. If a member fails to vote by that date certain, that member forfeits its right to vote on that issue, and the Chairperson is directed to accept the vote of the members voting timely.

B. Should a vote result in a tie, the matter shall be referred back to each member association for further discussion. The Chairperson shall then either set a date for a second vote on the matter or the matter shall be tabled until the next meeting of the Keystone Alliance. Should a second vote on the matter result in a tie, then the member associations shall discuss how the Keystone Alliance should proceed on the matter.

C. Any motion forwarded which shall establish a new policy, or shall modify or otherwise amend an existing policy, or shall amend the Bylaws of the Keystone Alliance shall not be brought to the Alliance for a vote unless the motion shall have first been presented in writing to each member association by the Chairperson at least sixty (60) days in advance. Members desiring to make such policy motions shall submit them in writing to the Chairperson for advance distribution to the Representatives at which time the Chairperson shall declare that it

shall seek a second and a vote at the next meeting of the Keystone Alliance. Representatives to the Keystone Alliance must present themselves at meetings having advance authority from their respective local associations to cast a decisive vote on all such policy motions without delay.

D. Any motion within the ordinary course of business of the Keystone Alliance, including but not limited to motions for expenditures, motions to expedite projects, motions to establish committees, and motions to further the established policies of the Keystone Alliance, may be forwarded for a second and a vote without advance notice. Representatives to the Keystone Alliance must present themselves at meetings having advance discretionary authority from their respective associations to cast a decisive vote without delay on all such ordinary course of business motions listed on the agenda provided by the Chairperson in advance of the meeting.

### Section 3.11 PROXIES

At every regular meeting or special meeting of the Keystone Alliance, each Primary Representative of the member associations shall have one (1) vote in person. In the absence of the Primary Representative, the Secondary Representative will replace the Primary Representative and shall have one (1) vote for the member association they represent. In the absence of the Primary Representative and the Secondary Representative, a special proxy may be appointed by instrument in writing subscribed by such member association's duly authorized representative and delivered to the Chairperson. A proxy is revocable at will, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Chairperson.

### Section 3.12 CONFIDENTIALITY

All matters discussed by the Keystone Alliance are confidential and shall not be published outside the member associations until the majority votes for action on the matter. Member association representatives to the Keystone Alliance may discuss matters to be voted upon by the Keystone Alliance with their Boards of Directors and/or membership.

## **ARTICLE IV – REPRESENTATIVES**

### Section 4.1 REPRESENTATIVES

Each member association will designate two representatives, a Primary and a Secondary Representative, to officially represent the association at all Keystone Alliance meetings. In the absence of the Primary Representative, the Secondary Representative or a duly authorized representative of the member association shall have the authority to cast votes. No Representative of any member association shall concurrently hold an Officer or Director position of any national association or alliance, except for a three-month transition period.

### Section 4.2 RESPONSIBILITIES OF REPRESENTATIVES

Each Keystone Alliance Primary Representative and Secondary Representative shall maintain a "Keystone Alliance Notebook" which shall contain the following: The Keystone Alliance Procedures and Guidelines, all approved minutes of the Keystone Alliance meetings;

and any vital Keystone Alliance correspondence.

## **ARTICLE V – OFFICERS**

### **Section 5.1 NUMBER AND NAME**

The officers of the Keystone Alliance shall be elected by the Keystone Alliance members and shall consist of a Chairperson, Treasurer and any such other Officers as the needs of the Keystone Alliance may require from time to time. The Officers shall have such authority and responsibility to perform such duties in the management of the affairs of the Keystone Alliance as may be determined by these Bylaws.

### **Section 5.2 DUTIES AND TERM OF OFFICERS**

Section 5.2.1 Chairperson. The Chairperson shall be elected to serve for a term of one year. A Chairperson shall have no more than two consecutive terms in office. The primary responsibility of the Chairperson is to perform the day-to-day functions of the Keystone Alliance. The Chairperson is responsible for the following:

- a) Presiding over all Keystone Alliance meetings;
- b) Ensuring that the Keystone Alliance meets at least twice a year and that all members are notified in advance of such meetings;
- c) Sending out notices, agendas and all necessary documents for discussion at meetings;
- d) Maintaining regular contact with all member association representatives;
- e) Overseeing all correspondence from the Keystone Alliance;
- f) Reviewing correspondence from outside sources, circulating such to the member association representatives, and assisting in fashioning a prompt response;
- g) Monitoring the status of all outstanding or proposed tasks to ensure that all deadlines are met; and
- h) Any other duties as needed and amended by these Bylaws.

Section 5.2.2 Treasurer. The Treasurer shall be elected for a term of one year. The Treasurer may serve an unlimited number of consecutive terms in office. The Treasurer is responsible for the following:

- a) The Treasurer shall deposit all funds. Disbursements are subject to the approval of the Chairperson and the representatives of the Keystone Alliance;
- b) Having any extraordinary expenses approved by the Chairperson and the

representatives of the Keystone Alliance. (An extraordinary expense shall be any expense that exceeds one hundred (\$100.00) dollars or will commit the funds of the member associations.);

- c) All disbursements of the Keystone Alliance funds must be by a Keystone Alliance check, signed by the Treasurer;
- d) The Treasurer shall submit a written financial report at each regular meeting to be attached to the official minutes as part of the permanent record;
- e) The Treasurer is responsible for keeping a current roster of member associations, which member associations have paid the annual dues and for sending a reminder notice to all member associations in November for the following year;
- f) The Treasurer shall report to the member associations any association that has not paid the annual dues on time;
- g) Member associations shall be reimbursed for any approved out-of-pocket expenses by submitting a written request for reimbursement to the Treasurer that shall include a copy of all receipts. The Keystone Alliance is not responsible for reimbursement of hotel accommodations, parking, transportation costs and meals for representatives attending meetings;
- h) The Treasurer shall inform all voting members of each request for reimbursement and when said reimbursement has been made to the member association; and,
- i) Any additional duties as needed and determined by amendment to these Bylaws.

### Section 5.3 REMOVAL FROM OFFICE

So that the Keystone Alliance can continue to function and address issues as they arise, it is necessary to establish a procedure for the removal of an officer.

Any officer may be removed from office upon the occurrence of any of the following:

- a) Failure to perform the responsibilities of their office;
- b) Violation of the Bylaws; or
- c) Violation of the Procedures and Guidelines.

In the event an officer commits any of the above violations, any Primary Representative may make a written recommendation, citing the violation(s), to the other member associations, that the officer committing such violation(s) be removed from office. A copy of the written recommendation and the proposed date of the vote shall be sent to the offending officer by the person making the recommendation. Such written recommendation shall also become a part of the permanent record of the Keystone Alliance. An affirmative vote of two-thirds (2/3) of the

designated Primary Representatives of the Keystone Alliance member associations shall cause that officer to be removed from office immediately and as their association's representative. Upon an affirmative vote, the written recommendation with the vote tally shall be sent to the offending officer's association to inform them of the removal of their representative from office.

#### Section 5.4 RESIGNATION

Any representative of a member association may resign by filing a written resignation with the Chairperson with a copy to the other member associations. The resignation of the representative shall not relieve the member association of the obligation to pay dues, assessments or other charges heretofore accrued and unpaid.

#### Section 5.5 VACANCIES

If a vacancy occurs in a Primary Representative position of a member association, that member association shall appoint a replacement Primary Representative to fill the vacancy and this individual shall serve for the remaining term of his or her predecessor.

### **ARTICLE VI – FINANCES**

#### Section 6.1. FUNDING AND EXPENDITURES

Member associations shall pay dues at the beginning of each year per Article II, Section 2.7 of these Bylaws and any corresponding section of the Procedures and Guidelines. Each member association shall bear the cost of sending representatives to each Keystone Alliance meeting including, but not limited to, transportation, lodging and meals. Each host association shall make every effort to locate lodging at reasonable rates for visiting associations. If the host association is experiencing financial hardship that would make it unable to cover meeting expenses, such as refreshments or a catered lunch, they shall advise all member associations accordingly. The host association will initially pay for these expenses and will then be reimbursed by each member association. The total due from each member association will be calculated based upon a pro-rata share of those who responded in the affirmative with regard to attendance, despite whether said representative was present at the meeting or not. Host associations will not be responsible for expenses other than those incurred by their own representative. All approved administrative expenses of the Alliance shall be paid from the checking account of the Keystone Alliance pursuant to these Bylaws and the Procedures and Guidelines. Any approved expenses that exceed the amount in the Keystone Alliance checking account shall be shared equally by the member associations.

### **ARTICLE VII - AMENDMENTS**

#### Section 7.1 AMENDMENTS

All amendments to these Bylaws and/or Procedures and Guidelines will be circulated for member association comment. An affirmative vote of two-thirds (2/3) of the designated Primary Representatives of the Keystone Alliance member associations shall be required to pass the amendment to these Bylaws and to the Procedures and Guidelines. Upon such vote, the

amendment shall be deemed approved and the Chairperson shall immediately incorporate the amendment into Amended and Restated Bylaws of the Keystone Alliance.

**IN WITNESS WHEREOF**, the undersigned as Chairperson of the Keystone Alliance does hereby sign these Bylaws as restated and adopted by the Keystone Alliance on behalf of the member associations and agrees to be bound by these Bylaws.

KEYSTONE ALLIANCE OF PARALEGAL ASSOCIATIONS

By: \_\_\_\_\_  
Rebecca Buttorff, RP- Chairperson

Date: November 1, 2008