

BYLAWS
DirectEmployers Association, Inc.

ARTICLE II - Membership

Section 2.1. Membership Eligibility. The membership of DirectEmployers Association shall consist of two (2) classes of membership. Of these two (2) classes only Full-privileged Members have voting rights. The two (2) membership classes are Associate Member and Full-privileged Member. An Associate Member is any person(s) who has served as the Executive Director, on the Board, as an Officer of the Association, and/or an original contact for a Charter Member organization who, by petition, requests said membership class and said petition request is approved by the Board of the Association. An Associate Member is not eligible for a position on the Board of Directors nor holding Office for the Association. Full-privileged Members are those persons who have signed the Association's Certificate of Incorporation as an incorporator(s) together with all organizations which are hereafter received into the membership as hereinafter provided:

- (1) Employers in industrial, corporate, institutional, healthcare, governmental and educational organizations shall be qualified for full-privilege DirectEmployers Association membership. Such eligible organizations may become Members upon their completion of a membership application, which is approved by the Executive Director, and upon payment of the first year's membership dues. Membership shall become effective upon the receipt of a Certificate of Membership or another authorized notice of acceptance of application.
- (2) Companies which own, operate or manage for-profit employment related websites or services shall not be eligible for membership without the expressed written consent of the DirectEmployers Association Board. If granted membership status, representatives of such companies are not eligible to participate as a member of the Board or in other management capacities within the Association.

Section 2.2. Membership Certificates. Each Full-privileged Member of DirectEmployers Association shall be entitled to a certificate signed by the Executive Director and attested by the Secretary certifying the membership held by the organization and such other information as may be required by law. The form of such certificate shall be prescribed by the Board and shall not be transferable.

Section 2.3. Duration of Membership; Resignation. Membership in DirectEmployers Association may terminate by voluntary withdrawal as herein provided, or as otherwise provided in these Bylaws. All rights and privileges of a Member in DirectEmployers Association shall cease on the termination of membership. Any Member may voluntarily withdraw from membership by giving written notice of such intention to the President or Executive Director. Such notice shall be presented to the Board at the next succeeding meeting of the Board.

Withdrawal of a Member shall be effective upon fulfillment of all obligations of such Member to the date of such meeting. Upon termination of the membership, the Member shall not be reimbursed but shall forfeit its annual membership dues. The membership of an Associate Member may be terminated by vote of the Board.

Section 2.4. Suspension and Termination of a Member's Voting Rights. Any Full-privileged Member's voting rights may be suspended or terminated, for cause. Sufficient cause for suspension or termination of a Member's voting rights shall be violation of these Bylaws, nonpayment of dues, violation of any lawful rule or practice duly adopted by DirectEmployers Association, or any other conduct prejudicial to the interests of DirectEmployers Association. Proceedings for suspensions or expulsion of a voting Member may be instituted by a petition to the Board in writing signed by any three (3) Members, or by the Board on its own motion. The affirmative vote of a majority of the Board shall be required in order for a Full-privileged Member to be suspended or expelled. A statement of the charges on which such action is based shall be mailed by registered mail to the last recorded address of the Member at least fifteen (15) days before final action is taken thereon. This statement shall be accompanied by a notice of the time and place of the meeting of the Board at which the charges shall be considered and the Member shall have the opportunity to appear in person or by its representative and present any defense to such charges before action is taken thereon. Upon termination of the voting rights of a Full-privileged Member or expulsion of that a Full-privileged Member said Member shall not be reimbursed but shall forfeit its annual membership dues.

Section 2.5. Dues, Fees, and Assessments. The amount of any membership dues, and assessments applicable to membership in DirectEmployers Association or to any class of such membership and the time and manner of payment thereof shall be determined by the Board. The annual dues of Full-privileged Members shall be payable each year on such anniversary date as established by the Board. An invoice for renewal of annual membership dues shall be sent to each Member upon expiration of each Member's DirectEmployers Association membership. Failure of a Member to pay the aforementioned invoiced membership dues shall result in an administrative termination of said membership to DirectEmployers Association. There shall be no membership dues assessed to Associate Members.

Section 2.6. Member Compensation. No Member shall receive compensation for services as a Member as such; provided, however, any Member may, subject to policies adopted by the Board and the availability of funds, be reimbursed for necessary expenses, including travel expenses, reasonable incurred in the performance of his/her duties as a Member.