



CHAPTER AGREEMENT

This Chapter Agreement is effective September 1, 2017, and is made and entered into by and between The Oregon Association for the Education of Young Children (ORAEYC), a nonprofit charitable and educational organization incorporated under the laws of Oregon, and _____

[insert name of Chapter]

*Name of Chapter must be in compliance with NAEYC /ORAEYC Guidelines.

ORAEYC is the State Affiliate organization of NAEYC dedicated to charitable and educational purposes. ORAEYC will operate in all ways mindful of our stewardship for the members who morally own the organization.

Now, therefore, the parties (ORAEYC and _____ Chapter), intending to be bound, agree as follows:

I. ORAEYC Structure and ORAEYC Chapter Roles within the ORAEYC Structure.

The relationship between the ORAEYC and its Chapters is based on a reciprocal communications, transparency, partnership and the principles of high performing, inclusive organization and is intended to support a diverse community of members in accordance with NAEYC's Vision, Mission, Values and Strategic Direction. Chapters are a means to organize activities and events. Chapters are seen as an extension of the ORAEYC and are organized to maximize member engagement.

- A.** ORAEYC is the State Affiliate representation of NAEYC. It consists of a professional membership organization incorporated under Oregon State law and exempt from taxation under section 501(c)(3) of the Internal Revenue Code. Upon entering into this Agreement the _____ Chapter of ORAEYC's corporate structure grants the Chapter entitlement to the privileges conferred on ORAEYC by the Internal Revenue Code.



- B.** ORAEYC Chapters are represented on the Governing Council by any chapter representative or other designated member who attends. All current ORAEYC members can vote while in attendance at any Governing Council meeting.

- C.** ORAEYC Chapters are local or intentional groups that work toward the goals of ORAEYC and the Chapter. Chapters provide opportunities for networking, collaboration, leadership, and education among early childhood students, professionals, community members, and/or decision-makers.

II. ORAEYC's Obligations

- A. ORAEYC Services to Chapters.** It is ORAEYC's responsibility to support and guide chapters. They must ensure that chapters adhere to the highest legal and ethical standards, protecting the name, reputation and intellectual property of the association insuring sound nonprofit management and governance and maintaining positive relationships.

Support for Chapters by either the ORAEYC staff or Governing Council is outlined in the Chapter Guide and Expectation Document.

- B. Chapter Representative to Governing Council.** ORAEYC Chapters shall be represented on the Governing Council by Chapter Representatives or other designated member who attend Governing Council meetings. All current members have voting privileges at Governing Council meetings. The ORAEYC agrees to support and assist chapters with membership growth and Leadership. The Governing Council is responsible for developing plans to assist chapters in these areas which are key to building a stronger Affiliate.

- C. Financial and Material Support.** The ORAEYC and Chapters agree to a clear fiscal and fiduciary relationship to provide highest level of member services, benefits and engagement opportunities.



ORAEYC may provide grants, other financial support, or material support to Chapter at the discretion of the Governing Council.

III. Chapter's Obligations

- A. **Obligations.** The Chapter will submit a plan of action to identify Chapter goals that are aligned with the ORAEYC Mission and purpose. If Chapter fails to submit goals for two consecutive years, the Chapter will be deemed inactive and this AGREEMENT shall be deemed terminated as of the last day of the second consecutive year during which Chapter failed to meet obligations.
- B. **The Chapter agrees to submit their by-laws** upon entering into this agreement. The Chapter agrees to follow ORAEYC Policies and Procedures to ensure the Chapter does not unwittingly causes the Affiliation to be in violation of NAEYC affiliate requirements, including National branding guidelines and required reporting and accountability procedures for audit and tax purposes.
- C. **Chapter agrees to provide services** and benefits to members of NAEYC in coordination with the ORAEYC.
- D. **The Chapter agrees to submit all reports** and inquires required by ORAEYC upon request.

IV. Termination of Agreement

- A. **Termination.** This Agreement may be terminated as follows:
 - 1. **For Chapter Inactivity.** In the event that Chapter fails to file the annual chapter agreement and Chapter goals for two consecutive years, ORAEYC may deem the Chapter inactive and Chapter's rights and obligations under this Agreement shall be terminated.



2. **By ORAEYC for Certain Acts.** ORAEYC may terminate this Agreement immediately upon discovery and/or determination by ORAEYC that CHAPTER engaged in inappropriate activities. Inappropriate activities include but are not limited to: any activity that would jeopardize the legal, financial or reputational position of the ORAEYC or NAEYC; misconduct toward Chapter members or the Public; or illegal activities. Rather than choosing to terminate this Agreement immediately, ORAEYC may, at its sole discretion, instead inform Chapter of its intent to terminate the Agreement as of a particular date unless Chapter discontinues activities in violation of this paragraph.
3. **At Will.** Either party may terminate this Agreement upon 30 days written notice to the other party.

VI. Confidentiality

To the extent that Chapter acquires any non-public information or data about or proprietary to ORAEYC, including but not limited to membership information, financial information, donor information, program plans, research, statistical analysis or any other information, data or materials that is not public and that a reasonable person would consider proprietary to ORAEYC or NAEYC, Chapter shall not divulge such information or data to any third party or use such information for its own purposes without the prior written approval of ORAEYC or NAEYC.

VII. Ethical Conduct

The Chapter agrees to adhere to the highest legal and ethical standards, protecting the name, reputation, and intellectual property of the Association.

VIII. Miscellaneous

- A. **Modification.** This Agreement cannot be changed or modified except by instrument in writing executed by each of the parties.
- B. **Notices.** All notices pertaining to this Agreement (such as modification of this document) shall be in writing and shall be transmitted either by



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personal hand delivery, by overnight delivery, by email, by fax, or through the United States Postal Service by registered or certified mail, return receipt requested, by either party to the other. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:

(i) **For ORAEYC:**

ORAEYC
P.O. Box 60
Gladstone, OR. 97027

(ii) **For Chapter:** _____
[ADDRESS] _____

- C. **Controlling Law; Severability.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Oregon. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.
- D. **Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed the foregoing Agreement.

By: _____ **Date:** _____
Executive Director of ORAEYC

By: _____ **Date:** _____
Signature and Chapter Title

For: _____
Chapter Name