

CC-22-03989-A

CAUSE NO. _____

**JANE DOES 1, 2, 3, 4, 5, 6, 7, 8, and 9
and
PARENT DOES 1, 2, 3, 4, and 5,**

Plaintiffs,

v.

**KAPPA ALPHA THETA
FRATERNITY, INC. and BETA SIGMA
CHAPTER of KAPPA ALPHA THETA
FRATERNITY, INC., and BETA
SIGMA FACILITY CORPORATION
OF KAPPA ALPHA THETA
FRATERNITY, INC.**

Defendants.

§ **IN THE COUNTY COURT**

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AT LAW NO. _____

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DALLAS COUNTY, TEXAS

**PLAINTIFFS’ ORIGINAL PETITION AND APPLICATION/ MOTION FOR
TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF**

Jane Does 1, 2, 3, 4, 5, 6, 7, 8, and 9 (“Student Does”) and Parent Does 1, 2, 3, 4, and 5 (“Parent Does”) (Student Does and Parent Does are collectively “Plaintiffs”) file this Original Petition (this “Petition” or this “Pleading”) complaining of (a) Kappa Alpha Theta Fraternity, Inc. (“Theta”); (b) Beta Sigma Chapter of Kappa Alpha Theta Fraternity, Inc., (“Beta Sigma Chapter”); and (c) Beta Sigma Facility Corporation of Kappa Alpha Theta Fraternity, Inc. (“Beta Sigma Facility”) (collectively “Defendants”) in the above-referenced lawsuit (this “Action”) and pursuant to the Texas Rules of Civil Procedure (the “Rules”) shows:

ORIGINAL PETITION AND MOTION AND APPLICATION FOR TRO AND INJUNCTIVE RELIEF

WHAT THIS ACTION IS ALL ABOUT

When college classes start in twenty-seven days, students should focus on preparing for school – they should not face threats that their promised residence would be unavailable.

Over the last months, Defendants were involved in promises and inducements to students that they would reside in their sorority house. For example, Defendant Beta Sigma signed a housing/residential agreement with one plaintiff on May 25, 2022. But now, Defendants are threatening to (figuratively and almost literally) “pull the rug out” by telling that plaintiff she needs to consider looking for somewhere else to live. Defendants make the threat knowing that limited housing is available – which would not be on-campus and certainly not including the benefits of the bargain (a home with friends, home-cooked meals, proximity to classes). Indeed, at this stage, the school (SMU) informed that on-campus housing is at full capacity.

This threat also interferes with Students Does (including those who are rising sophomores), that are **required** to fulfill a second year on-campus living requirement.

The threat is similar to the recent months of Defendants’ bullying, hazing, and intimidation toward Student Does.

About five months ago, Students Does (members of the Theta sorority – Beta Sigma Chapter) were informed the Theta was having meetings (and later conducting an “investigation”) about hazing related to a party with alcohol. The result was Kafkaesque. Theta vaguely asserted certain members were “subject to discipline”; that devolved into sham “hearings” and membership termination notices. The process deviated far from Theta’s obligations, including depriving any semblance of rights, due process, or fairness. As a result, certain Student Does have pending appeals at Theta leaving those students in a persistent state of confusion about their plans, goals, and what they should do for the upcoming school year. Likewise, all the Student

Does are left with threats from Defendants about what—if anything—is the purpose and effect of the dues they paid (and are paying).

Plaintiffs are simply trying to prepare for school in the sorority they joined. This is not about parties or alcohol (in fact, many members, including some Student Does, do not drink alcohol); instead, this matter is about protecting Student Does while they prepare for school and attend with the college experience they have been working toward.

Thus, Plaintiffs ask this Court to **preserve the status quo** pending a ruling on a temporary injunction hearing.

IDENTIFICATION INFORMATION REQUIRED BY TCPR §30.014

1. The last three digits of Doe #1's Driver's License number are 414, and the last three digits of Doe #1's social security number are 158.

2. The last three digits of Doe #2's Driver's License number are 682, and the last three digits of Doe #2's social security number are 155.

3. The last three digits of Doe #3's Driver's License number are 000, and the last three digits of Doe #3's social security number are 655.

4. The last three digits of Doe #4's Driver's License number are 520, and the last three digits of Doe #4's social security number are 534.

5. The last three digits of Doe #5's Driver's License number are 936, and the last three digits of Doe #5's social security number are 801.

6. The last three digits of Doe #6's Driver's License number are 632, and the last three digits of Doe #6's social security number are 399.

7. The last three digits of Doe #7's Driver's License number are 248, and the last three digits of Doe #7's social security number are 382.

8. The last three digits of Doe #8's Driver's License number are 329, and the last three digits of Doe #8's social security number are 602.

9. The last three digits of Doe #9's Driver's License number are 118, and the last three digits of Doe #8's social security number are 532.

10. The last three digits of Parent Doe #1's Driver's License number are 063, and the last three digits of the Parent Doe #1's social security number are 201.

11. The last three digits of Parent Doe #2's Driver's License number are 120, and the last three digits of the Parent Doe #2's social security number are 203.

12. The last three digits of Parent Doe #3's Driver's License number are 026, and the last three digits of the Parent Doe #3's social security number are 550.

13. The last three digits of Parent Doe #4's Driver's License number are 271, and the last three digits of the Parent Doe #4's social security number are 486.

14. Defendants do not have a Texas Driver's License or social security number because they are corporate entities.

MONETARY CATEGORY

15. Pursuant to Texas Rule of Civil Procedure 47, this matter should be assigned to Monetary Category 5 (*i.e.*, only non-monetary relief). In this Action, the amount in controversy does not exceed \$75,000.

16. At the time of the filing of this Pleading, the damages are continuing and increasing. Plaintiffs' investigation is continuing and is incomplete. Accordingly, the Rule 47 category is an estimate at this time and is subject to being increased, decreased, or otherwise amended.

DISCOVERY CONTROL PLAN

17. Discovery should be conducted under Level III pursuant to Texas Rule of Civil Procedure 190.4 and a Motion is hereby made for entry of a Level III Scheduling Order.

THE PARTIES

18. Student Does are individuals who reside in Dallas, Dallas County, Texas.

19. Parent Does are individuals who reside in various counties around the country.

20. Defendant Theta is headquartered in Indianapolis, Indiana and incorporated in Indiana and doing business in Dallas County, Texas.

21. Defendant Beta Sigma Chapter is doing business in Dallas County, Texas and upon information and belief, headquartered in Dallas County.

22. Defendant Beta Sigma Facility is headquartered in Dallas County and incorporated in Texas and doing business in Dallas County, Texas.

SERVICE

23. Defendant Theta may be served by serving this Pleading and citation upon the appropriate person and/or entity upon whom service can be obtained.

**Kappa Alpha Theta Fraternity, Inc.
By and through its registered agent
Cogency Global, Inc.
9221 Crawfordsville Road**

Indianapolis, IN 46234

24. Defendant Beta Sigma Chapter may be served by serving this Pleading and citation upon the appropriate person and/or entity upon whom service can be obtained.

**Beta Sigma Chapter
3108 University Boulevard
Dallas, Texas 75205**

25. Defendant Beta Sigma Facility may be served by serving this Pleading and citation upon the appropriate person and/or entity upon whom service can be obtained.

**Beta Sigma Facility Corporation of Kappa Alpha Theta Facility, Inc.
By and through its Registered Agent
Paulette Mueller
10770 Inwood Road
Dallas, TX 75229**

JURISDICTION AND VENUE

26. Defendants committed torts and breaches of contract in Dallas County, Texas at all times relevant to this Action and did business in Dallas County, Texas that caused the injuries and damages that are the subject of this Action. Therefore, jurisdiction and venue are proper in Dallas County, Texas. As a direct and proximate result of Defendants' actions and/or inactions, damages in excess of the minimum jurisdictional requirements of this Court were incurred. The damages suffered include, but are not limited to, monetary damages, mental anguish, and uncertainty about on-campus housing. Venue is also proper in Dallas County pursuant to Section 15.035 of the Texas Civil Practice and Remedies Code because Defendant Beta Sigma Chapter agreed in writing that any dispute arising from relevant contracts with Parent Does and Student Doe Renters would be resolved in Dallas County, Texas. All conditions precedent to all relief being sought by Plaintiffs in this Action have been met, performed, occurred, and/or been waived.

FACTS

Plaintiffs

27. The **Student Does** joined the Theta sorority and its Beta Sigma Chapter based on Defendants' representations and warranties. Later, the Student Does and their fellow members became the targets of a Kafkaesque "investigation" with "allegations and rules" that are discarded, shifted, and misdirected. Recently, Theta and its Beta Sigma Chapter made vague threats of cancelling the networking, social events, and collaborative activities that the Student Does have been paying for and were promised. Many Student Does do not drink alcohol so the cancellations are not complaints about parties but about the growth, sisterhood, and career development opportunities the Student Does were promised by Theta and its Beta Sigma Chapter.

28. The **Parent Does** co-signed contracts for their daughters with Beta Sigma Chapter to reside in on-campus housing *in less than 30 days* at 3108 University Boulevard, Dallas, Texas 75205 (the "Theta House") commencing on August 20, 2022 (the "Housing Contracts"). However, Theta indicated it may terminate the Housing Contracts – and *leave Parent Does' daughters scrambling* to find housing right before school is about to start.

29. Various Student Does ("**Student Doe Renters**") signed Housing Contracts to reside in the Theta House *in less than 30 days* but Theta indicated intent to terminate the Housing Contracts – and leave the Student Doe Renters scrambling to find housing when they should be focused on buying books, signing up for classes, working, and beginning the new school year.

30. Various Student Doe(s) ("**Student Doe Appellees**") were notified ("Notice") that their membership in Theta may be terminated after Theta ignored its rules, hid allegations, and used the threat of termination to bully and "encourage" the Student Doe Appellees to resign. The Student Doe Appellees have pending appeals of that Notice.

Defendants' Representations and Contractual Agreements

31. When the Student Does were 18-19 years old, they were recruited to join the Theta sorority and Beta Sigma Chapter. During that time, Defendants made various promises representations and warranties. Thus, each Student Doe entered into written or implied contracts for Student Does to agree to join Theta and pay recurring membership dues. *See e.g.*, Ex. A-1 (true and correct copy of the Theta's Bylaws and Constitution).

32. But, to most of the Student Does, Defendants deliberately failed to disclose a material fact: the Defendant Beta Sigma Chapter was put on probation in January 2021 after an incident in October 2020.

33. Thus, certain Student Does joined Theta without knowing pertinent facts. Regardless, the Student Does joined Theta for the growth, sisterhood, and career development opportunities the Student Does were promised by Theta and its Beta Sigma Chapter.

34. In February 2022, three parties lead by senior class of Beta Sigma lead to allegations of hazing. None of the Student Does participated in hazing. None of the Student Does were seniors last year. Most Student Does were freshmen last year.

35. That same month, in return for Defendants' additional promises representations and warranties, various Student Doe Renters and Parent Does entered into valid written contracts with Theta for those Student Doe Renters and Parent Does to agree to enter into contracts for on-campus housing at 3108 University Boulevard, Dallas, Texas 75205 (hereinafter the "Theta House") commencing on August 20, 2022 (hereinafter the "Housing Contracts").

36. Student Doe Renters (and the Parent Does) pay Defendants substantial deposit, rent, and board. *See e.g.*, Ex. A-2 (true and correct copy of the Housing Contract). As required by its terms, Student Does Renters and the Parent Does signed the Housing Contract.

Theta's Notification of an "Investigation"

37. Sometime during March 2022, Theta apparently began an "investigation." In April, that investigation involved meetings solely with sophomores and juniors (initiated before 2022).

38. Thus, those meetings excluded many of the Student Does who were freshmen at that time.

39. The investigations were a sham. They involved bullying, "good cop/bad cop" by the Theta's interviewers, and other approaches by Theta designed to deceive members of the Beta Sigma Chapter.

Next steps during the "Investigation"

40. The result of the "investigation" was Kafkaesque. Many of the sophomores and juniors—including those that were not even in the United States during the spring semester—received notification letters that vaguely alleged violations of "federal law" and other inapplicable allegations.

41. Those notice letters were just one piece of Theta's refusal to comply with its own Bylaws, Constitution, agreement, principles, and due process.

42. One or more of the Student Does were placed on suspension effective immediately.

Theta Breaches its Contractual Obligations and Fails to Follow Its Own Promised Procedures

43. Despite making representations to Plaintiffs, Theta failed to follow its own policies and procedures during Theta's investigation of Student Does – in direct violation of Theta's promises, representations, and warranties. As detailed below, Theta violated its contractual obligations to Plaintiffs when failing to provide Student Does with fair hearings and follow Theta's contractual promises.

- a. **Improperly converting disciplinary investigation against the entire charter into individualized discipline has breached Defendants Bylaws, created confusion and damages, and prevented due process.**

44. To Appellee Student Does, Theta sent an initial notice letter (“Initial Notice Letter”) that was a culmination of confusion and shows the failure to follow Bylaws. It remains unclear whether the Initial Notice Letter (and the preceding procedure) treated Appellee Student Does as a (a) member or (b) member that was somehow converted to alumnae status.

45. Under the first scenario, the Initial Notice Letter and subject to discipline letter (“STD Letter”) were incredibly different by citation to Bylaws, sender, and information. Under either scenario, based on Theta’s approach under the Initial Notice Letter, Theta treated Student Does’ entire Chapter as if it had collectively done something wrong - but then Theta improperly informed many students that they were individually subject to termination.

46. Under the Bylaws, Theta’s actions before the Initial Notice Letter does not result in individual termination.

- As a member, the termination procedure begins only with a “request for termination” specifically against *Appellee Student Does*, not the entire Chapter. Bylaws at p. 22 (Art. I, §8.A.3.b).
- As a member treated as alumnae, the termination procedure begins only with “charges” specifically “made” against Appellee Student Does, not the entire Chapter. Bylaws at p. 25 (Art. I, §8.D.2.b(1)); *see also id.* at p. 26 (Art. I, §8.D.2.b(2)) (“charges made against college members, subject to discipline as alumnae members”).

47. If there is an investigation against Appellee Student Does’ entire Chapter, then that is an entirely separate matter. *See* Bylaws at p. 45 (Art. IV, §13.D). That section requires that “Discipline of a college chapter shall be by probation, membership limitation, chapter charter review, or withdrawal of charter.” **None of Theta’s options under that section include termination of *current* members.** That supports how termination of Appellee Student Does’ hard-earned membership can only be taken away after the due process rights of individualized assessment, as explained in Art. I, §8.A.3.b or Art. I, §8.D.2.b.

48. If the Chapter was suspended, the discipline under the Bylaws was either incomplete or not final, and thus other actions were premature and contradictory to the Bylaws. If Beta Sigma was under suspension and facing the potential of “withdrawal of charter” then initiating termination procedures was wholly improper and inconsistent with the Bylaws. *See* Bylaws at p. 45 (Art. IV, §13.D).

b. Deficient termination process in violation of Theta’s Bylaws

49. There are other multiple failures to comply with Theta’s requirements to potentially terminate Student Doe(s) membership. And they started from the beginning.

50. First, Theta’s STD Letter was *completely silent* regarding the possibility of termination. *See e.g.*, Ex. A-3 (true and correct copy of the STD Letter). It failed to provide notice under the Bylaws that Appellee Student Doe(s) was walking into a membership termination proceeding. Contrary to Theta’s Bylaws, Appellee Student Doe(s) was not given notice of which disciplinary proceeding Appellee Student Doe(s) would attend, such as a “probation proceeding” or a “membership termination proceedings.” The Bylaws require that such proceedings are different. *See* Bylaws at p. 12 (Art. I, §1).

51. Then, only after receiving the Initial Notice Letter, Theta asserted for the first time that Appellee Student Doe(s) was attending a membership termination proceeding. *See* Bylaws at p. 12 (Art. I, §1). That makes violation of the Bylaws even more flawed and shows lack of due process. *See e.g.*, Ex. A-4 (true and correct copy of the Initial Notice Letter).

52. If Appellee Student Doe(s) had been provided notice under the Bylaws, then Appellee Student Doe(s) would have the opportunity to prepare and show that an offense, if any, warranted a lesser punishment (*e.g.*, warning, evaluation, probation) as necessary and explained in the Bylaws. *See infra* (Section titled, “Information unable to provided sooner due to lack of due process”). Again, there was no explanation nor consideration why Appellee Student Doe(s)

would not receive lesser punishment (such as probation) than the *most severe* punishment of termination.

53. The foregoing shows a willful and malicious intent to harm – especially considering (a) the allegations in the STD Letter are inaccurate and/or (b) Appellee Student Doe(s) was given the most severe form of punishment despite no prior discipline for anything remotely related to these accusations.

c. Failure of due process in violation of Theta’s Constitution and Bylaws

54. Theta lead Appellee Student Does to believe that Appellee Student Doe(s) would attend a hearing that would be fair and to determine if Appellee Student Doe(s) would be subjected to potential discipline, if any. However, the hearing was not “an opportunity to be heard” under the Bylaws’s process nor a hearing that would be followed by careful consideration of Student Doe(s) situation, circumstances, or any allegations. Instead, Student Doe(s) very quickly received a “notification of pending termination.” The actions violated the Bylaws Article I, Section 8; Theta’s Constitution; and any semblance of fairness or due process.

55. Before, during, and after Student Doe(s) “hearing,” Student Doe(s) was not told the (a) name of the person who made the request for termination of Student Doe(s) membership in Theta or (b) specific provision(s) of Theta’s Constitution and Bylaws pursuant to which they made that request. Theta’s failure to provide information violated the Bylaws at Section 8.

56. In violation of the Bylaws, the “hearing” was not an “opportunity to be heard,” but instead a time for hazing, personal attacks, and inaccurate allegations by the interrogators.

d. Theta’s failure to comply with Bylaws regarding “alumnae” treatment

57. If Theta contends that Student Doe(s) was treated as alumnae for some reason and thus subjected to discipline under Art. I, §8.D, then Student Doe(s) was not given proper notice of such status. For example, if Theta assert there was a suspension or review of the charter, there

was no “emergency” supporting suspension or review of the charter. *See* Bylaws at p. 44 (Art. IV, §12). Thus, by relying on Art. I, §8.D for Student Doe(s) termination proceedings, Theta violated the Bylaws.

58. If there was such a suspension or review, it failed to comply with Theta’s Bylaws, including and not limited to voting in accordance with the Bylaws by the end of the period to “to remove suspension, pursue disciplinary action, or reorganize the chapter.” *Id.* If there was such a suspension or review, it failed to comply with notice requirements of the Bylaws. *See* Bylaws at p. 44 (Art. IV, §13.C). Thus, Theta’s reliance on Art. I, §8.D for Student Doe(s) termination proceedings violated the Bylaws.

59. If there was such a suspension or review, the resulting punishment (*i.e.*, threatening Student Doe(s) termination) fails to comply with the available “Penalties and Procedure” of the Bylaws. *See* Bylaws at pp. 45-47 (Art. IV, §13.D). Under Theta’s Bylaws, there are four types of discipline – **none include termination of *current* members**. Specifically, “Discipline of a college chapter shall be by probation, membership limitation, chapter charter review, or withdrawal of charter.” *Id.*; *see e.g., id.* at §13.D.2 (“Membership limitation may involve a limitation on the number of ***new* members** a chapter may take in the following year and may include assigning authority for membership selection to the college district director in consultation with the recruitment and Panhellenic district director.”). Thus, **Theta’s suspension or review of the Charter did not support an *individualized* termination** because Theta failed to meet the clear requirements of the Bylaws, which require specificity of a charges made specifically against me.

60. Also, any punishment of Appellee Student Does under Art. I, §8.D did not comply with that section. Upon information and belief, it appears that there are one or more of Theta’s non-compliance with its own Bylaws:

- The STD Letter did not provide notice of “offenses with which [I was] charged and the conduct constituting same.” Bylaws at p. 26 (Art. I, §8.D.2.b(5)). Instead of notice about “conduct constituting” alleged “charged” offenses, Theta provided vague references to “contributions” and “activities.” Failing to provide actual notice of “conduct constituting” alleged “charged” offenses was a violation of the Bylaws. Theta’s violation of the Bylaws also occurred *before* the STD Letter was sent—Theta’s Bylaws *required* Theta to have already done an investigation and submitted a report to the advisory board. Bylaws at p. 25 (Art. I, §8.D.2.b(1)-(3)). Thus, either:
 - Theta failed to conduct such investigation,
 - such investigation was not referred by the person making the “charges against” Appellee Student Does to the alumnae district director,
 - the alumnae district director did not report her findings to the alumnae committee chairman, or
 - the alumnae committee chairman did not refer the charges to the college district director, or
 - the college district director did not then consult with the advisory board chairman,
 - the advisory board chairman did not then make investigation;
 - the advisor board chairman did not then notify the director of college chapters,
 - the district director did not then present the case under 8.D.2.b(3);
 - the procedures of 8.D.2.b(4)-(8) were not followed; or
 - one or all of the preceding did not occur and/or did not occur in that order as required by the Bylaws.

Bylaws at p. 25-26 (Art. I, §8.D.2.b(1)-(8)).

61. Under *any* of those scenarios, Theta failed to comply with the Bylaws.

e. Theta’s “form” letter does not comply with Theta’s Bylaws.

62. Student Doe(s) received Theta’s STD Letter - it was a “form” letter sent to other members, and failed to comply with Theta’s Bylaws. *See e.g.*, Bylaws, p. 25, §8.A.D.2.b(1). It is now even clearer that the STD Letter failed to comply with Bylaws and instead was purposefully misleading. The STD Letter was successful in misleading Appellee Student Does and intimidating Appellee Student Does.

63. Theta **deliberately refused** to follow anything resembling a fair hearing regarding the inaccurate charges.

64. *At the time*, Student Doe(s) was unaware that Theta were violating Theta’s Bylaws and Constitution, as well as other violations of Theta’s duties and obligations

65. *Now, looking back*, the violations of Theta’s Bylaws is even more egregious considering that, among many other issues:

- Student Doe(s) had not previously been cited for improper behavior.
- There was no explanation nor consideration why Student Doe(s) would not receive lesser punishment (such as probation) than the *most severe* punishment of termination.
- There were many e-mails from Theta representatives but those communications did not inform Appellee Student Does as to (a) the real purpose and direction of any investigation, (b) potential termination, (c) process that was specific to any actions by me, or (d) advice or notice that, as a young woman, Student Doe(s) could get advice from Student Doe(s) parents or to seek legal advice.

66. Theta violated Theta’s Constitution and Bylaws by alleging that Student Doe(s) face termination despite having lesser charges than others – and further shows the “hearing” and discipline against Appellee Student Does was not specific as required by Theta’s Bylaws. *See* Bylaws, p. 25, §8.D.2.b(1).

f. Theta’s improper conversion of Chapter discipline to Student Doe(s) termination goes beyond actions permitted by the Bylaws

67. Under Theta’s Bylaws, disciplinary charges against Appellee Student Does can only be referred to the “alumnae district director” – but such charges can only be referred *after* “charges are made” *specifically* against *that Appellee Student Doe*. Bylaws, p. 25, §8.D.2.b(1). Thus, Theta was required to show charges were “*made*” *specifically* against *that Appellee Student Doe*. *Id.* But Theta’s STD Letter’s silence shows that there was *not a charge specially against that Appellee Student Doe*.

68. Instead, Theta’s Bylaws provide a separate mechanism when there are charges made against the entire Chapter. *See* Bylaws at p. 45 (Art. IV, §13.D) (“Discipline of a college chapter

shall be by probation, membership limitation, chapter charter review, or withdrawal of charter.”
– none include termination of *current* members.)

69. So, Theta violated its Bylaws in multiple ways. First, if Beta Sigma was under review, then the penalties available are in a separate section, not in Section 8.D.1, as relied on by Theta’s letters. Second, if Beta Sigma was under review, then that does not show a charge *specifically* against *me*, which is required to invoke Section 8.D.1, as relied by Theta’s letters.

70. Also, if there was a charge *specifically* against *that Appellee Student Doe*, there was no identification of a person—if any—that “made” a charge *specifically* against *that Appellee Student Doe*. And if that occurred, Theta prevented Appellee Student Does from being able to face Student Doe(s) accuser.

Theta’s threats against the Student Doe Renters

71. Theta—instead of following its Bylaws—has been attempting to intimidate Student Does.

72. For example, Theta threatened the Student Doe Renters (and thus the Parent Does) that their housing promised under their Housing Contracts **may** not be available. Thus, Theta “encouraged” Student Doe Renters (and thus the Parent Does) to find alternative housing.

73. The Student Doe Renters, since February, are scheduled to move into the Theta House on August 20, 2022. Classes start on August 22. At a time when the Student Does are working, signing up for classes, and preparing for a new school year, Theta is unfairly pulling the rug out from under the Student Doe Renters.

74. Moreover, the late notice of losing housing requires Student Doe Renters to look for alternative housing – including potential housing that is not as safe as on-campus housing.

75. Losing that housing also loses other benefits of the bargain for rent, such as food and other benefits of the Theta House.

76. This threat also interferes with Students Does (including those who are rising sophomores), that are **required** to fulfill a second year on-campus living requirement.

Theta's Unreasonable and Draconian Punishment

77. In another example of Theta's attempts to intimidate Student Does, Theta "encouraged" resignations under the threat that there would be no activities at Beta Sigma Chapter for the foreseeable future.

78. In other words, Theta is willing to continue charging Student Does the full rate for their membership but not live up to Theta's end of the bargain. Specifically, Theta threatened that the 2022 school year would include little or even no interaction among the members of the Beta Sigma Chapter.

79. The punishment far exceeds any reasonable approach – especially considering the punishment would be directed toward Student Does and others that did nothing wrong and were not even accused of wrongdoing.

CAUSE OF ACTION: BREACH OF CONTRACT (AGAINST BETA SIGMA CHAPTER)

80. Pursuant to Texas state law, a cause of action is pled against Beta Sigma Chapter for breach of contract. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

81. In return for various promises representations and warranties Beta Sigma Chapter made, several of the Student Doe Renters and their parents entered into the Housing Contract. As required by its terms, various Parent Does signed the Housing Contract and paid a deposit.

82. Student Doe Renters and Parent Does gave Beta Sigma Chapter valuable consideration and fully performed all duties required of Student Doe Renters and Parent Does or tendered performance of or were excused from performing Student Doe Renters' and Parent

Does' contractual obligations under the express or implied contracts and satisfied all conditions precedent under such contracts. Beta Sigma Chapter breached said contracts by refusing to follow the express and/or implied terms of said contracts.

83. As a direct and proximate consequence of Beta Sigma Chapter's breach, Student Doe Renters and Parent Does suffered damages in an amount in excess of the minimum jurisdictional requirements of this Court.

84. Because of the above-described breach of contract, Student Doe Renters and Parent Does had to retain attorneys to prosecute this Action and agreed to pay the retained attorneys a reasonable fee. Pursuant to Texas Civil Practice & Remedies Code §§ 38.000-38.006 et seq., Student Doe Renters and Parent Does have given or will give Beta Sigma Chapter proper notice of Student Doe Renters' and Parent Does' claim and proper notice of this claim for attorneys' fees.

85. All conditions precedent to all relief being sought by Student Doe Renters and Parent Does in this Action have been met, performed, occurred and/or been waived.

CAUSE OF ACTION: BREACH OF CONTRACT (AGAINST DEFENDANTS)

86. Pursuant to Texas state law, a cause of action is pled against Defendants for breach of contract. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

87. In return for various promises representations and warranties Defendants made, several of the Student Does joined Theta as members. As required by Defendants, the Bylaws created an agreement between Student Does and Defendants.

88. Student Does gave Defendants valuable consideration and fully performed all duties required of Student Does or tendered performance of or were excused from performing Student

Does' contractual obligations under the express or implied contracts and satisfied all conditions precedent under such contracts. Defendants breached said contracts by refusing to follow the express and/or implied terms of said contracts. In particular, Defendants breached said contracts by breaching Defendants obligations under Defendants' Bylaws.

89. As a direct and proximate consequence of Defendants' breach, Student Does suffered damages in an amount in excess of the minimum jurisdictional requirements of this Court.

90. Because of the above-described breach of contract, Student Does had to retain attorneys to prosecute this Action and agreed to pay the retained attorneys a reasonable fee. Pursuant to Texas Civil Practice & Remedies Code §§ 38.000-38.006 et seq., Student Does have given or will give Defendants proper notice of Student Does' claim and proper notice of this claim for attorneys' fees.

91. All conditions precedent to all relief being sought by Student Does in this Action have been met, performed, occurred and/or been waived.

CAUSE OF ACTION: BREACH OF CONTRACT (AGAINST THETA)

92. Pursuant to Texas state law, a cause of action is pled against Theta for breach of contract. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

93. In return for various promises representations and warranties Theta made, several of the Student Does Appellees joined Theta as members. As required by Theta, the Bylaws created an agreement between Student Does Appellees and Theta.

94. Student Does Appellees gave Theta valuable consideration and fully performed all duties required of Student Does Appellees or tendered performance of or were excused from

performing Student Does Appellees' contractual obligations under the express or implied contracts and satisfied all conditions precedent under such contracts. Theta breached said contracts by refusing to follow the express and/or implied terms of said contracts. In particular, Theta breached said contracts by breaching Theta obligations under Theta's Bylaws.

95. As a direct and proximate consequence of Theta's breach, Student Does Appellees suffered damages in an amount in excess of the minimum jurisdictional requirements of this Court.

96. Because of the above-described breach of contract, Student Does Appellees had to retain attorneys to prosecute this Action and agreed to pay the retained attorneys a reasonable fee. Pursuant to Texas Civil Practice & Remedies Code §§ 38.000-38.006 et seq., Student Does Appellees have given or will give Theta proper notice of Student Does Appellees' claim and proper notice of this claim for attorneys' fees.

97. All conditions precedent to all relief being sought by Student Does Appellees in this Action have been met, performed, occurred and/or been waived.

CAUSE OF ACTION: FRAUD AND/OR FRAUDULENT INDUCEMENT

98. Pursuant to Texas state law, a cause of action is pled against Defendants for fraud and/or fraudulent inducement. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

99. As delineated in more detail above, Defendants and/or their agents made numerous representations to Plaintiffs. At the time defendants and/or their agents made the above-referenced representations they knew they were false, made them in bad faith or made them with a conscious indifference to their truth or falsity. Defendants made these fraudulent

misrepresentations and/or misrepresentation of material fact to induce Student Does, among other things, to join Theta and/or sign a housing contract and various Jane Does and Parent Does to be obligated to pay rent, membership and other fees.

100. Plaintiffs in fact reasonably relied upon these misrepresentations and/or omissions and, as a result thereof, Student Does joined Theta and Parent Does made payments to Theta. Plaintiffs would not have taken these actions, among others, had Plaintiffs known the falsity of Defendants' representations and/or of Defendants' omissions of material fact. No reasonable person would have interpreted the representations made by Defendants in any different way than Plaintiffs did.

CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION

101. Pursuant to Texas state law, a cause of action is pled against Defendants for negligent misrepresentation. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

102. Defendants and/or their agents made promises and representations to Student Does that induced Plaintiffs to join Theta. Defendants made such misrepresentations negligently, without exercising reasonable care to determine their truth or falsity or made them in bad faith. The false statements were made to induce Student Does to join Theta instead of other sororities, Parent Does to make numerous, substantial payments to Theta.

103. As a direct and proximate result of Defendants' failure to abide by Defendants' representations, Plaintiffs have been damaged in excess of the minimum jurisdictional requirements of this Court.

**CAUSE OF ACTION: PROMISSORY
ESTOPPEL AND DETRIMENTAL RELIANCE**

104. Pursuant to Texas state law, a cause of action is pled against Defendants for promissory estoppel and detrimental reliance. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

105. Defendants and/or their agents made promises and representations to Plaintiffs that Defendants would administer Defendants' investigations of and hearings fairly and pursuant to specific procedures. Plaintiffs relied on these promises and representations and materially changed positions based on these promises and representations. Plaintiffs' reasonable reliance on Defendants' promises and representations caused Plaintiffs to incur substantial damages. The detrimental reliance and the actions Plaintiffs took in reliance on Defendants' promises and representations were reasonable and were reasonably foreseeable by Theta.

106. As a direct and proximate result of Defendants' failure to abide by Defendants' promises and representations, Plaintiffs suffered damages in excess of the minimum jurisdictional requirements of this Court.

CAUSE OF ACTION: MONEY HAD AND RECEIVED

107. Pursuant to Texas state law, a cause of action is pled against Theta for money had and received. The allegations contained in all of the paragraphs of this Pleading are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

108. Various Parent Does paid Theta substantial sums of money, which Defendants are holding, which in equity and good conscience belong to Parent Does.

109. Defendants' continued possession of the money Defendants received from various Parent Does is a direct and proximate cause of damages to various Parent Does, which are in excess of the minimum jurisdictional requirements of this Court.

APPLICATION FOR INJUNCTIVE RELIEF

110. Plaintiffs seek injunctive relief, specifically, a Temporary Restraining Order (hereinafter "TRO"). The allegations contained in all of the preceding paragraphs of this Motion and the Petition are hereby reaverred and realleged for all purposes, with the same force and effect as if set forth verbatim herein.

111. Based on the foregoing, Plaintiffs move for a TRO described in greater particularity in the Prayer to this Motion/Application, which is incorporated herein by reference the same as if set forth verbatim. Further, Plaintiffs pray for and seek the issuance of a temporary restraining order, a temporary injunction, and a permanent injunction to redress the wrongs Defendants committed and to protect Plaintiffs.

**APPLICATION FOR TEMPORARY RESTRAINING ORDER,
PRELIMINARY, AND PERMANENT INJUNCTIVE RELIEF**

112. Pursuant to Texas state law, Plaintiffs seek a TRO and preliminary and permanent injunctive relief. All of the allegations contained in this Application and Motion are hereby re-averred and re-alleged for all purposes with the same force and effect as if set forth verbatim.

113. In seeking injunctive relief, Plaintiffs establish a cause of action, probable right to the relief sought, and probable, imminent, and irreparable injury in the event injunctive relief is not issued. As a direct and proximate result of Defendants' conduct described above, Plaintiffs have lost and stands to lose the valuable time and effort. Plaintiffs' damages and injury are continuing and, to a large degree, incalculable, not an adequate remedy at law, and/or cannot be

measured by any certain proper pecuniary standard. Certain Student Does need to be able to maintain status quo for certainty about their residences as school begins in less than one month. Student Does need to be able to maintain status quo for certainty about their membership in Theta for school and professional careers

114. Defendants will continue to irreparably harm Student Does unless this Court enjoins Defendants and their agents, servants, employees, and those persons acting in active concert or participation with them as follows:

1. Defendants are enjoined from suspending or terminating membership of Student Does in Theta;
2. Defendants are enjoined from disciplinary action against Student Does;
3. Defendants are enjoined from terminating or altering any agreements between any Defendant on one hand and any Student Doe on the other hand;
4. Defendants are enjoined from assigning any obligations owed to Student Does; and
5. Beta Sigma Chapter is enjoined from not providing residential housing to any Student Doe at the Beta Sigma Chapter facility located at 3108 University Boulevard, Dallas, Texas 75205

115. Money damages alone will not adequately compensate Plaintiffs for past or future violations of Plaintiffs rights. Further, Plaintiffs damages are continuing and, to a large degree, incalculable. Damages alone will not give Plaintiffs complete relief. Therefore, Plaintiffs are without a complete remedy at law for Defendant's violations which are and will continue to irreparably damage Plaintiffs. Plaintiffs are willing to post a bond. Further, an emergency hearing is necessary because it appears Defendants will commit or continue to commit certain unlawful acts.

116. Based on the foregoing, Plaintiffs move and pray for injunctive relief described in greater particularity in the Prayer, which is incorporated by reference as if set forth verbatim, to redress the wrongs committed by Defendants, and to protect Plaintiffs from irreparable harm.

117. Pursuant to Texas Rules of Civil Procedure 680 and 682, this Application for injunctive relief is supported and verified by the Declaration of Student Doe #2.

MISCELLANEOUS

118. The right to plead any and all claims, causes of action and/or theories in the alternative is invoked and all claims, causes of action, and/or theories of recovery are hereby plead, in the alternative, to the extent necessary. Pursuant to Rule 194, Defendants are requested to disclose, within the time provided by the Rules, the information or material described in Rule 194.2 (a)-(l). Demand is hereby made that the Official Court Reporter for this Court perform all the duties of the office, as set forth in Section 52.046 of the Government Code of the State of Texas, and as set forth in Rule 13 of the Rules of Appellate Procedure, including reporting all testimony and trial proceedings, voir dire examinations and jury arguments. The right to bring additional causes of action against and to amend this Action as necessary is hereby specifically reserved. All conditions precedent to all relief in this Action have been met, performed, occurred and/or waived.

PRAYER

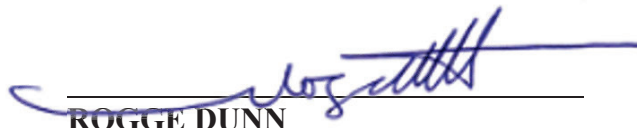
Based on the foregoing, Plaintiffs move and pray for injunctive relief to redress the wrongs committed by Defendant, and for status quo protection as follows, Plaintiffs prays that:

- A. The Court issue a temporary restraining order and eventually a temporary injunction enjoining Defendants and their agents, servants, employees, and those persons acting in active concert or participation with them as follows:
 - 1. Defendants are enjoined from suspending or terminating membership of Student Does in Theta;
 - 2. Defendants are enjoined from disciplinary action against Student Does;
 - 3. Defendants are enjoined from terminating or altering any agreements between any Defendant on one hand and any Student Doe on the other hand;
 - 4. Defendants are enjoined from assigning any obligations owed to Student Does; and
 - 5. Beta Sigma Chapter is enjoined from not providing residential housing to any Student Doe at the Beta Sigma Chapter facility located at 3108 University Boulevard,

Dallas, Texas 75205

- B. Set a date for a temporary injunction hearing as soon as possible and, at such time issue a temporary injunction enjoining Defendants from the same acts listed above;
- C. Upon final trial the court enter a permanent injunction and enter judgment in favor of Plaintiffs against Defendants for damages, both general and special, in an amount in excess of the minimum jurisdictional limit of this court and for reasonable attorney's fees, reasonable paralegal fees, cost of court, pre- and post-judgment interest at the highest rates allowed by law;
- D. And, granting Plaintiffs such other and further relief, general or special, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,



ROGGE DUNN
State Bar No. 06249500

E-mail: dunn@trialested.com

GREG McALLISTER
State Bar No. 24071191

E-mail: mcallister@roggedunngroup.com

ROGGE DUNN GROUP, PC
500 N. Akard St., Suite 1900
Dallas, Texas 752701
Telephone: (214) 888-5000
Facsimile: (214) 220-3833

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This certifies that a true and correct copy of the above and foregoing instrument was served on Defendants through the individual listed below, on the 26th day of July, 2022, addressed as follows:

Natalie M. McLaughlin, Esq.
Vorys, Sater, Seymour and Pease, LLP
52 East Gay Street
Columbus, OH 43215
Counsel for Kappa Alpha Theta Fraternity, Inc

Via ECF / Portal
 Via Overnight Delivery
 Via Hand-Delivery
 Via First Class Mail
 Via Fax:
 Via Email: nmmclaughlin@vorys.com
 VIA CMRRR:

Robert Bragalone
Jason Winford
Gordon Rees Scully Mansukhani LLP
2200 Ross Avenue, Suite 3700
Dallas, TX 75201
Counsel for Kappa Alpha Theta Fraternity, Inc

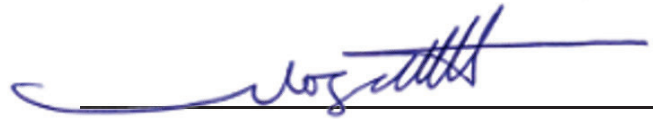
Via ECF / Portal
 Via Overnight Delivery
 Via Hand-Delivery
 Via First Class Mail
 Via Fax:
 Via Email: bbragalone@grsm.com;
jwinford@grsm.com
 Via CMRRR:

Beta Sigma Chapter
3108 University Boulevard
Dallas, Texas 75205

Via ECF / Portal
 Via Overnight Delivery
 Via Hand-Delivery
 Via First Class Mail
 Via Fax:
 Via Email: annebesser@me.com
 Via CMRRR:

Beta Sigma Facility Corporation of Kappa Alpha Theta
By and through its Registered Agent
Paulette Mueller
10770 Inwood Road
Dallas, TX 75229

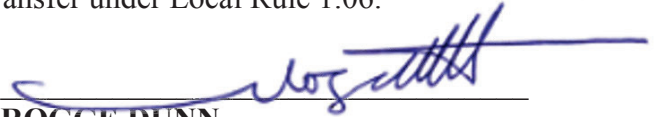
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 Via Overnight Delivery
 Via Hand-Delivery
 Via First Class Mail
 Via Fax:
 Via Email: Mueller@lawyer.com
 Via CMRRR:



ROGGE DUNN
GREG McALLISTER

LOCAL RULE 2.02 CERTIFICATION

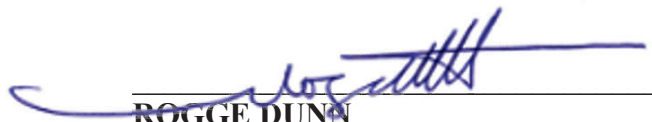
Pursuant to Dallas County Local Rule 2.02, the undersigned counsel certifies that, to the best of his knowledge, this Action is not subject to transfer under Local Rule 1.06.



ROGGE DUNN
GREG McALLISTER

NOTICE GIVEN PURSUANT TO THE LOCAL RULES

Pursuant to Dallas County Local Rule 2.02, at least two hours before the Application for Temporary Restraining Order and proposed Temporary Restraining Order are to be presented to the Court for decision, Plaintiffs' attorney provided Defendants' or its attorney if known to be represented by counsel with a copy of the Original Petition with Application for Temporary Restraining Order and proposed Temporary Restraining Order.



ROGGE DUNN
GREG McALLISTER

VERIFICATION

STATE OF **Texas** §
 §
COUNTY OF **Dallas** §

I, [REDACTED], hereby certify that I have read the foregoing Original Petition and Motion and Application for TRO and Injunctive Relief in this cause, and certify that I am the Student Doe #2 referenced to in said pleading and the facts stated in paragraphs 27 through 79 are within my knowledge and are true and correct.

My name is [REDACTED]. My date of birth is [REDACTED], and my address is [REDACTED]. I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Dallas** County, State of **Texas** , on the 26th day of July 2022.

FURTHER DECLARANT SAYETH NOT.

[REDACTED]

[REDACTED] Declarant

DECLARATION

1. I, [REDACTED] am over the age of 18 and capable of making this declaration.

2. I read the foregoing Original Petition and Application/Motion for Temporary Restraining Order and Injunctive Relief in this cause, and certify that I am a Student Doe (as well as a Student Renter and a Student Doe Appellee, and that my parent is a Parent Doe) referenced in said pleading. The facts stated in paragraphs 27-79 are within my knowledge and are true and correct.

3. I understand this Declaration will be filed in the foregoing cause supporting allegations against (a) Kappa Alpha Theta Fraternity, Inc. (“Theta”); (b) Beta Sigma Chapter of Kappa Alpha Theta Fraternity, Inc., (“Beta Sigma Chapter”); and (c) Beta Sigma Facility Corporation of Kappa Alpha Theta Fraternity, Inc. (“Beta Sigma Facility Corporation”) (collectively “Defendants”).

4. I am a member of Theta.

5. I am a member of Beta Sigma Chapter.

6. I was informed that my membership with Theta and Beta Sigma Chapter was governed by the Bylaws. A copy of the Bylaws is attached as Attachment 1. I am a custodian of records for regarding this attachment, which is kept by me in the regular course of my personal business, and it was in the regular course of my personal business of me with knowledge of the act, event, condition, or opinion recorded to make the records or transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter. The referenced records are exact duplicates of the original.

7. I entered a Room Rental License (“Housing Contract”) with Beta Sigma Facility Corporation. A true and correct copy of the Housing Contract is attached as Attachment 2. I am a

custodian of records for regarding this attachment, which is kept by me in the regular course of my personal business, and it was in the regular course of my personal business of me with knowledge of the act, event, condition, or opinion recorded to make the records or transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter. The referenced records are exact duplicates of the original.

8. I was informed that my membership with Theta was being threatened as “subject to discipline.” A copy of that letter is attached as Attachment 3. I am a custodian of records for regarding this attachment, which is kept by me in the regular course of my personal business, and it was in the regular course of my personal business of me with knowledge of the act, event, condition, or opinion recorded to make the records or transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter. The referenced records are exact duplicates of the original.

9. I was informed that my membership with Theta and Beta Sigma Chapter was being threatened with potential termination unless I chose to appeal. A copy of that letter is attached as Attachment 4. I am a custodian of records for regarding this attachment, which is kept by me in the regular course of my personal business, and it was in the regular course of my personal business of me with knowledge of the act, event, condition, or opinion recorded to make the records or transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter. The referenced records are exact duplicates of the original.

10. I filed an appeal in response to the letter at Attachment 4. My appeal is pending.

My name is [REDACTED] My date of birth is [REDACTED], and my address is [REDACTED] and United States.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 26th day of July, 2022.

Signature: [REDACTED]

Name: [REDACTED]

EXHIBIT 1



KAPPA ALPHA THETA

Constitution and Bylaws

2018

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Constitution

PREAMBLE

In the name of a nobler womanhood, believing that for us, as college women, the fraternity idea holds the possibility of a powerful incentive to social, intellectual, and moral growth, and hoping that in the years to come this idea may be developed to meet the higher and broader demands of mature life, we do hereby organize ourselves to be governed by the following Constitution into the first Greek-letter fraternity known among women.

ARTICLE I - NAME, PURPOSE AND COMPOSITION

SECTION 1. NAME

The name of the fraternity shall be the Kappa Alpha Theta Fraternity.

SECTION 2. PURPOSE

- A. The intellectual ambition of the Fraternity shall be the attainment of the highest scholarship.
- B. The social aim of the Fraternity shall be to exercise the widest influence for good.
- C. The Moral Code of the Fraternity shall be as set forth in the *Ritual Book*.

SECTION 3. COMPOSITION

- A. Kappa Alpha Theta is primarily a college organization composed of members affiliated with college chapters at accredited colleges and universities in the United States and Canada.
- B. Alumnae chapters and other groups operating within the Fraternity assist and develop the college chapters of the Fraternity and continue to alumnae members the benefits derived from college membership in Kappa Alpha Theta.

ARTICLE II - MEMBERSHIP

SECTION 1. MEMBERS

The members of the Fraternity shall be women, college and university students and alumnae, who have been duly elected to membership in accordance with the provisions of the laws of the Fraternity and initiated in accordance with the prescribed ritual.

SECTION 2. ELIGIBILITY

The following women who are of good moral character and socially congenial shall be eligible for election to membership in the Fraternity:

- A. A registered undergraduate or resident graduate student in a college or university in which the Fraternity has a college chapter who is an earnest student and for whom the chapter may have received a letter of reference in accordance with the laws of the Fraternity;
- B. A member or wife of a member of the faculty or administration of such college or university who is a college woman and for whom Grand Council has received a letter of reference in accordance with the laws of the Fraternity;
- C. A member of a local group to which the Fraternity has granted a college chapter charter;
- D. A woman, in exceptional cases where there is inadequate alumnae support, who is a college woman and for whom Grand Council has received a letter of reference in accordance with the laws of the Fraternity; and
- E. An exceptional woman, who is a college woman and for whom Grand Council has received a letter of reference in accordance with the laws of the Fraternity, may be considered under such circumstances as Grand Council deems appropriate.

SECTION 3. ATTAINMENT OF MEMBERSHIP

- A. College or University Students
 - 1. Election to membership shall be by the unanimous vote of the college chapter members. In the case of a colony, election to membership shall be by one or more members of Grand Council or its designees.
 - 2. Initiation shall be in accordance with the prescribed ritual.
- B. Alumnae
 - 1. Election to membership shall be by the unanimous vote of the members of Grand Council.
 - 2. Initiation into a college chapter shall be in accordance with the prescribed ritual.

SECTION 4. DISCIPLINE

College and alumnae members shall be subject to discipline for cause in accordance with the laws of the Fraternity.

SECTION 5. MEMBER IN GOOD STANDING

Any college or alumna member whose privileges have not been suspended and who is not subject to disciplinary charges is a member in good standing.

SECTION 6. MEMBERSHIP IN OTHER NATIONAL PANHELLENIC CONFERENCE FRATERNITIES

A member or former member of Kappa Alpha Theta may not join another National Panhellenic Conference fraternity group. A person who is or has been a member of another National Panhellenic Conference fraternity may not join Kappa Alpha Theta.

ARTICLE III - LAWS

The *Constitution and Bylaws* as amended from time to time shall constitute the laws of the Fraternity.

ARTICLE IV - ORGANIZATION

SECTION 1. INTERNATIONAL

The general government of the Fraternity shall be vested in Grand Convention. The business and affairs of the Fraternity shall be conducted by an elected Grand Council, the international and district officers and such other officers, boards, committees and corporations as shall be established in accordance with the laws of the Fraternity.

SECTION 2. DISTRICT

The alumnae and college chapters of the Fraternity shall be grouped in districts designated by Roman numerals. Grand Council shall determine the number of districts, their composition and order of numbering.

SECTION 3. CENTRAL OFFICE

A central office for the conduct of the detailed and routine business of the Fraternity shall be established and located at such place as Grand Council shall designate. The central office and its personnel shall be under the general management of the executive director who shall be selected by Grand Council and subject to the supervision of the Fraternity president and Grand Council.

ARTICLE V - MEETINGS

SECTION 1. GRAND CONVENTION

Grand Convention shall be the general legislative body of the Fraternity and shall have power to act upon all Fraternity matters except as authority is otherwise delegated in this Constitution.

A. Delegates

The Grand Convention of the Fraternity shall be composed of a delegate from each alumnae and college chapter in good standing and, as ex officio delegates, the members of Grand Council, including the presidents of the Kappa Alpha Theta Foundation and the Fraternity Housing Corporation; the chairmen of standing committees as may be prescribed by Grand Council; the alumnae district directors; and the college district directors.

B. Responsibility and Authority

Grand Convention shall:

1. Elect the members of Grand Council;
2. Establish the basic objectives and policies of Kappa Alpha Theta, including the charitable, educational, and service objectives thereof;
3. Determine the qualifications for Fraternity membership;
4. Set the standards governing the conduct and discipline of members and chapters;

5. Establish the organizational structure of the Fraternity and the principal functions, responsibilities and relationships of the officers, districts, chapters, corporations and other units; and
 6. Provide for the creation of revenues necessary to the attainment of Fraternity objectives and the proper conduct of its affairs, fix general Fraternity fees and dues and provide for the management of Fraternity funds and properties.
- C. Time and Place
1. Grand Convention shall be convened in every even-numbered year during the summer at a time and place to be fixed by Grand Council.
 2. If, in the event of an emergency, it should be impossible or inadvisable for Grand Convention to assemble at the usual time, Grand Council may, by resolution, postpone the holding of Grand Convention for not more than one (1) year.
 3. Grand Convention may be postponed thereafter only with the consent of a majority of the college and alumnae chapters.
- D. Quorum
1. Two-thirds (2/3) of the delegates entitled to vote at any Grand Convention shall constitute a quorum for the transaction of business.
 2. The vote of a majority of the delegates, unless otherwise specified herein, shall constitute the action of Grand Convention.
- E. Voting
1. Each chapter delegate of a chapter in good standing and each ex officio delegate shall be entitled to vote on all questions which shall come before Grand Convention.
 2. The vote of each college delegate shall have a weighted value such that the total vote of the college delegates shall be in the ratio of two-to-one to the total vote of the alumnae delegates. In determining this fractional value, and in voting, the members of Grand Council, the college district directors, the alumnae district directors, and standing committee chairmen shall be counted as college delegates.
 3. The Fraternity president, as presiding officer, shall vote when such vote would affect the outcome or when the vote is by ballot.
- F. Order of Business
1. The order of business at Grand Convention shall be as the Convention shall from time to time determine and, in the absence of such provision, shall conform to the order of business prescribed in the current edition of *Robert's Rules of Order*.
 2. Parliamentary procedure shall be in accordance with the current edition of *Robert's Rules of Order*.

SECTION 2. CONFERENCES

Conferences may be convened from time to time at the discretion of Grand Council.

SECTION 3. DISTRICT MEETINGS

A. District Meetings

Meetings may be convened from time to time provided a majority of the college and alumnae chapters in the district desire such a meeting. Meetings may be convened annually at a time established by Grand Council to conduct training of college and alumnae chapter officers.

B. District Meetings at Grand Convention

Each district shall hold one or more district meetings during Grand Convention for the transaction of any district business which is pending.

ARTICLE VI - OFFICERS

A woman must be a member in good standing in order to serve as an officer of the Fraternity at the international, district, state or province, or chapter level.

SECTION 1. INTERNATIONAL OFFICERS

A. Grand Council

1. Members

- a. A Fraternity president and six (6) Fraternity vice presidents, all of whom shall be college graduates, shall be elected by Grand Convention.
- b. The president of the Kappa Alpha Theta Foundation shall serve as a member of Grand Council ex officio without a vote.

2. Election and Term of Office

- a. The election of members of Grand Council at Grand Convention shall be by ballot. A plurality shall be sufficient to elect.
- b. The members of Grand Council shall hold office for a term of two (2) years and until their successors are duly elected and installed.

3. Responsibility and Authority

Grand Council shall be the governing body of the Fraternity in the interim between Grand Conventions and shall exercise general supervision over its business and affairs. Subject to the provisions of these laws, Grand Council shall:

- a. Have full and final authority over and responsibility for the plans, programs, policies, and operations of the Fraternity;
- b. Have the authority to do and perform all such acts as may be done by the Fraternity;
- c. Exercise full and final disciplinary authority over members and chapters;
- d. Administer and control the financial affairs of the Fraternity;

- e. Approve the major financial plans and the budget;
 - f. Allocate funds among programs and services;
 - g. Provide for the organization of its members; and
 - h. Hold at least two (2) regular meetings each year and adopt administrative procedures governing its activities.
4. Vacancies
- a. In the event of a vacancy on Grand Council, the remaining members of Grand Council shall elect a successor to fill such vacancy.
 - b. Any person so elected shall serve the unexpired term of her predecessor and shall hold office until her successor shall be duly elected and installed.
5. Removal
- a. Any member of Grand Council may be removed from office by the unanimous vote of the members of Grand Council, exclusive of any member thereof who may be the subject of removal action.
 - b. Removal shall be in case of incapacity to act, gross neglect of duty or conduct detrimental to the interest, dignity, or welfare of the Fraternity. Except in case of incapacity to act because of accident or illness, no member of Grand Council shall be removed until Grand Council shall have given such member ample opportunity to be heard before Grand Council and to confront those who have made charges.

B. Standing Committee Chairmen

Standing committee chairmen shall be appointed by Grand Council and shall serve at its pleasure.

SECTION 2. DISTRICT OFFICERS

- A. The officers of each district shall be at least one (1) alumnae district director and at least one (1) college district director.
- B. District officers shall be appointed as provided in these laws and shall have the responsibility and authority prescribed therein.

ARTICLE VII - CHAPTERS

SECTION 1. COLLEGE CHAPTERS

A. Establishment

College chapters of the Fraternity shall be established by grant of a charter by Grand Council at accredited four-year colleges and universities offering a bachelor's degree in arts and/or sciences. The unanimous vote of Grand Council shall be required to grant a charter.

B. Names

College chapters shall be designated by the letters of the Greek alphabet used consecutively. When the alphabet is exhausted, it shall be repeated first with Alpha as a prefix, secondly with Beta as a prefix and so on as may be required. The names of inactive chapters shall not be used again, except that when a chapter is established in a college or university where the Fraternity formerly had a chapter, it shall be given the name of the original chapter.

C. Responsibility and Authority

College chapters shall have the responsibility and authority to:

1. Elect to membership and initiate eligible women in conformity with the laws and ritual of the Fraternity;
2. Conduct meetings, elect officers, adopt bylaws, and make rules and regulations for the management of their affairs;
3. Manage their financial affairs in accordance with these laws and with such rules as Grand Council may determine;
4. Establish fees, dues, and other charges to be paid to them by their members; provided, however, that such chapter charges shall be reasonable and shall be subject to regulation by Grand Council; and
5. Do any and all other acts necessary to the existence and operation of their chapters, all in conformity with the laws of the Fraternity.

D. Discipline

College chapters shall be subject to discipline for cause in accordance with the laws of the Fraternity.

E. Disestablishment

A college chapter shall be disestablished by either of the following methods:

1. Surrender of Charter

Upon the unanimous vote of the college chapter members and the unanimous vote of Grand Council, the charter may be surrendered to Grand Council. A chapter so doing may make no conditions as to future reinstatement.

2. Withdrawal of Charter

a. Upon the unanimous vote of Grand Council, the charter of a college chapter may be withdrawn for any of the following reasons:

- (1) Conduct that reflects discredit on the Fraternity;
- (2) Failure to meet financial obligations;
- (3) Violations of or failure to comply with the laws of the Fraternity; or
- (4) When Grand Council considers such action to be in the best interest of the Fraternity.

b. A charter shall not be withdrawn until a thorough investigation has been made by Grand Council. The college chapter shall have an opportunity to be heard in its own defense. Any member of Grand Council who is a member of the chapter in question shall be disqualified from voting on the withdrawal of the charter of such chapter.

F. Effect of Disestablishment

The surrender or withdrawal of a college chapter charter shall not affect the membership in the Fraternity of any member of the chapter.

SECTION 2. ALUMNAE CHAPTERS

A. Establishment

An alumnae chapter of the Fraternity may be established by the grant of a charter by Grand Council upon the petition of 15 or more alumnae members in good standing. The unanimous vote of Grand Council shall be required to grant a charter.

B. Purpose

The purpose of alumnae chapters shall be to encourage and foster cordial relations among alumnae members of the Fraternity, to strengthen interest and promote active participation in the Fraternity on the part of all members, to support the charitable and educational objectives of the Fraternity, to render assistance to the college chapters, to suggest favorable fields for extension, to aid in the establishment of new college chapters and to encourage alumnae members to write letters of reference for prospective members.

C. Membership

Any alumna member of the Fraternity in good standing is eligible for membership in an alumnae chapter.

D. Names

Alumnae chapters shall be named for the cities or communities in which they are located.

E. Responsibility and Authority

Alumnae chapters shall have the responsibility and authority to:

1. Conduct meetings and elect officers;

2. Make rules and regulations, which shall include bylaws, for the management of their affairs. Such rules and regulations shall be in accordance with Fraternity laws;
3. Manage their financial affairs in accordance with Fraternity laws and with such rules as Grand Council may determine;
4. Establish fees, dues and other charges to be paid to them; provided, however, that such chapter charges shall be reasonable and shall be subject to regulation by Grand Council;
5. Collect the alumnae per capita fee from its members and remit those fees to the Fraternity; and
6. Do any and all other acts necessary to the existence and operation of their chapters in conformity with the laws of the Fraternity.

F. Disestablishment

1. An alumnae chapter, after having notified its members of the impending vote to surrender its charter to Grand Council, may, by a vote of three-fourths (3/4) of its dues-paying members, so surrender its charter.
2. The dues-paying members of an alumnae chapter surrendering its charter to Grand Council shall, by a majority vote, determine the manner in which any remaining funds of the chapter shall be disbursed following payment of all outstanding debts.
3. An alumnae chapter surrendering its charter may make no condition as to future reinstatement.
4. Grand Council may, by unanimous vote, withdraw the charter of an alumnae chapter for failure to meet the standard requirements as stated in the laws of the Fraternity.

ARTICLE VIII - CHAPTER FACILITY CORPORATIONS

SECTION 1. INCORPORATION

- A. Chapter facility corporations are established and incorporated as non-profit corporations to hold title to or to rent real and/or personal property which the college chapters occupy and use and to provide for the proper maintenance thereof. Property shall be used for housing and/or meeting purposes and other Fraternity-related activities.
- B. Chapter facility corporations shall be formed for all college chapters except where, in the opinion of Grand Council, one is not necessary, or where, because of local, state or province law, Grand Council determines that an alternative structure is more tenable.

SECTION 2. MEMBERSHIP

Members of a chapter facility corporation shall be as set out in these laws.

SECTION 3. RESPONSIBILITY AND AUTHORITY

Chapter facility corporations shall have the responsibility and authority to:

- A. Provide and maintain a suitable chapter facility subject to the approval of Grand Council;
- B. Establish the facility fee to be paid to it by members of the college chapter and establish rent to be paid to it by the college chapter; and
- C. Manage its financial affairs in accordance with these laws and with such rules as Grand Council may determine.

SECTION 4. DISSOLUTION

In the event of the disestablishment of the college chapter, for the benefit of which the chapter facility corporation was formed, whether such disestablishment shall result from the surrender or withdrawal of the college chapter charter, that chapter facility corporation shall be dissolved.

ARTICLE IX - RITUAL AND INSIGNIA

SECTION 1. RITUAL

The official ritual of the Fraternity shall be that as established in the *Ritual Book*, which shall be subject to amendment and interpretation only by Grand Council.

SECTION 2. SECRECY

All ritual forms and paraphernalia, the interpretation of insignia, and business of a personal or private nature transacted at conventions or in chapter meetings shall be secret to members of the Fraternity.

SECTION 3. BADGE

- A. The standard badge of the Fraternity shall be as set forth in the *Ritual Book*.
- B. All badges shall be the property of the Fraternity as well as of the individual purchaser and shall be retained by the member only so long as she shall remain a member. The badge shall be procured upon proper authorization.
- C. The badge shall be worn only by initiated members of the Fraternity.

SECTION 4. PLEDGE PIN

The pledge pin of the Fraternity shall be as set forth in the *Ritual Book*.

SECTION 5. COLORS

The colors of the Fraternity shall be black and gold.

SECTION 6. FLOWER

The flower of the Fraternity shall be the black and gold pansy.

SECTION 7. COAT OF ARMS

The coat of arms of the Fraternity shall be as set forth in the *Ritual Book*. The crest shall never be used separately. The coat of arms shall appear at the head of all charters.

SECTION 8. SEAL

The seal of the Fraternity shall be the shield of the coat of arms surrounded by a circle containing the name of the Fraternity and the date of its founding.

ARTICLE X - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order* shall govern the Fraternity in all cases in which they are applicable and in which they are not inconsistent with these laws or any special rules the Fraternity may adopt.

ARTICLE XI - AMENDMENT AND INTERPRETATION

SECTION 1. PROCEDURE FOR AMENDMENT BY GRAND CONVENTION

- A. This Constitution may be amended by the two-thirds (2/3) vote of the delegates at any Grand Convention.
- B. Amendments may be proposed by a college or an alumnae chapter, a member of Grand Council, a standing committee chairman, an alumnae district director, or a college district director.
 1. A proposed amendment shall be submitted in writing to the executive director on or before December 1, immediately preceding the Grand Convention.
 2. The proposed amendment then shall be considered by Grand Council.
 3. The proposed amendment and the report and recommendations of Grand Council shall be distributed at least eight (8) weeks prior to Grand Convention to each known delegate, to each alumnae and college chapter, and shall be made available electronically to members of the Fraternity.

SECTION 2. INTERPRETATION

- A. This Constitution shall be governed by, construed, and enforced in accordance with the internal laws of the State of Indiana without giving effect to the choice-of-law or conflict-of-laws principles of the state or province.
- B. Grand Council shall have the authority to interpret the meaning or effect of any provision of this Constitution. The written opinion of Grand Council concerning a provision in question shall be final and binding upon all members of the Fraternity.

Bylaws

ARTICLE I - MEMBERSHIP

SECTION 1. MEMBERSHIP

A member shall be considered in good standing unless she has been charged with one or more disciplinary offenses or is subject to membership disciplinary proceedings, which shall include, but not be limited to, probation proceedings and membership termination proceedings.

A. College Members

1. Active Members

A member currently matriculated in college and affiliated with a college chapter is an active college member of the Fraternity unless she has been granted temporary inactive status.

2. Inactive Members

A member affiliated with a college chapter who has been granted temporary inactive status in accordance with the laws of the Fraternity is an inactive college member.

3. Unaffiliated Members

A member in attendance on any campus where she is not affiliated with a college chapter of the Fraternity is an unaffiliated college member.

B. Alumnae Members

A member of the Fraternity who is not a college member as defined above is an alumna member of the Fraternity.

SECTION 2. PLEDGING

A. Eligibility

Only women eligible for membership in the Fraternity as provided in the Constitution may be pledged to the Fraternity.

B. Letters of Reference

1. Before a prospective member may be pledged, the chapter may have received a letter of reference from:

a. an alumna member of the Fraternity in good standing, or,

b. an initiated college member of the Fraternity in good standing who is:

(1) a member of another chapter,

(2) an inactive college member of another chapter,

(3) an affiliated college member submitting a letter of reference to her original chapter,
or

- (4) an unaffiliated college member submitting a letter of reference to a chapter other than her original chapter or to the chapter on her present campus.
 2. If the prospective member resides in a recruitment reference board area:
 - a. The letter of reference may be evaluated by the board; and
 - b. The letter of reference may be signed by any member of the recruitment reference board
 3. If the prospective member resides in any other area:
 - a. The letter of reference shall be sent directly to the college chapter; and
 - b. The recruitment advisor shall certify whether the information provided on the letter of reference is sufficient.
- C. Definition of a New Member
A woman who has signed a pledge to become a member of Kappa Alpha Theta shall be known as a "new member" prior to her initiation into the Fraternity.
- D. Ritual
The full Pledge Service as set forth in the *Ritual Book* shall be used for each pledging.
- E. NPC Limitations on Pledging
In accordance with the National Panhellenic Conference UNANIMOUS AGREEMENTS, a potential member who receives a bid from Kappa Alpha Theta and declines it through the primary recruitment process is ineligible to be pledged to any other National Panhellenic Conference fraternity on the same campus until the beginning of next year's primary recruitment period.
- F. Discipline
A new member may be placed on probation or her pledge may be terminated for unsatisfactory conduct in accordance with Fraternity laws and the policies and procedures established by Grand Council.
- G. Termination of Pledge
1. A pledge shall terminate:
 - a. Upon written notice to the chapter by the new member of her desire to break her pledge;
 - b. After disciplinary proceedings for cause; or
 - c. Upon withdrawal of the new member from college or transfer to another college or university.
 2. The pledge pin shall be returned to the chapter upon termination of the pledge.

H. Repledge

1. As long as a college chapter complies with campus Panhellenic repledging requirements, a college chapter may consider repledging a currently matriculated woman whose original pledge has terminated, provided that she:
 - a. Shall have been in good standing when she voluntarily terminated her pledge;
 - b. Shall have no outstanding financial debt to the Fraternity at the time she is repledged; and
 - c. Shall be as scholastically qualified as a member in good standing of the chapter to the extent that she has obtained college credit or shall be as scholastically qualified as required for a newly matriculated woman at the time she is repledged.
2. The repledge petition shall have been approved by a unanimous vote at a college chapter meeting and by the advisory board chairman.

SECTION 3. INITIATION

A. Ritual

The full Initiation Service as set forth in the *Ritual Book* shall be used for each initiation.

B. Procedures

Procedures for initiation as determined by Grand Council shall be followed.

C. Eligibility

To be eligible for initiation a new member shall:

1. Complete the member orientation program;
2. Fulfill financial obligations to the chapter;
3. Sign the loyalty pledge; and
4. Be in good standing.

D. Time of Initiation

New member initiation shall be performed sometime between the fourth and sixth week after pledging depending upon the structure and desires of each individual chapter. The executive director may grant exceptions to meet special requirements of individual chapters.

SECTION 4. HAZING

Hazing or mock initiation of any kind is forbidden. Hazing is defined as the subjection of a member or new member to any activity which endangers or reasonably may be expected to endanger the emotional and/or physical health or safety of a member or new member or any activity which would be expected to humiliate, embarrass, or cause personal discomfort to a member or new member, regardless of one's willingness to participate in such activity.

SECTION 5. AFFILIATION

A member in good standing who transfers to another college or university at which there is a college chapter of the Fraternity may be affiliated by such chapter provided that:

- A. An affiliation petition has been completed by and received from the member's original chapter;
- B. The member shall have transferred college credits and, to the extent she has obtained college credits from the institution where she currently is matriculated, she shall have achieved a combined scholarship average sufficient to qualify her as a member in good standing according to the affiliating chapter's bylaws;
- C. The member has agreed to meet all financial obligations required of affiliated members of the chapter, including payment of the facility fee as required of affiliated members of the chapter;
- D. An affiliation petition has been filed with and approved by the executive director; and
- E. The full Affiliation Service as set forth in the *Ritual Book* shall be used for each affiliation.

SECTION 6. INACTIVITY

- A. Voluntary Inactivity **5/9/2019**
 1. An active college member who is current in her financial obligations may petition and shall be granted temporary inactive status for the following reasons:
 - a. documented medical condition of the member;
 - b. death of a parent or legal guardian;
 - c. marriage; or
 - d. legal guardianship.
 2. Additionally, an active college member's petition for temporary voluntary inactivity may be granted for extreme, extenuating life-altering family circumstances by a vote of the member development committee or college chapter.
 3. Member Development Committee Action
 - a. A majority vote at chapter meeting may authorize the member development committee with an advisor present to approve or deny petitions for temporary voluntary inactivity.
 - b. Requires a majority vote of the member development committee.
 - c. A member whose petition for temporary inactivity has been denied by the member development committee may appeal that decision to the advisory board chairman for an advisory board hearing.

- (1) The member shall have seven (7) days for the receipt of the member development committee's petition denial to make a written request to the advisory board chairman for an advisory board hearing.
 - (2) Upon receipt of the written request for an advisory board hearing, the advisory board chairman shall offer and provide the member with an opportunity to be heard by the advisory board. A majority of the members of the advisory board shall constitute a quorum for any such advisory board hearing, with a minimum of three advisors required to participate in such hearing regardless of the number of members of the advisory board. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors.
 - (3) A two-thirds (2/3) vote of the advisors who participated in such hearing shall be required to override the decision by the member development committee.
4. College Chapter Action
- a. At a meeting of the college chapter members, a majority vote is required to approve a petition for temporary voluntary inactivity.
 - b. Automatic review by the advisory board
 - (1) Following denial of the petition for temporary voluntary inactivity, the advisory board chairman shall review the petition and shall offer the member an opportunity to be heard by the advisory board
 - (2) A majority of the members of the advisory board shall constitute a quorum for any such advisory board hearing, with a minimum of three advisors required to participate in such hearing regardless of the number of members of the advisory board. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors
 - (3) A two-thirds (2/3) vote of the advisors who participated in such hearing shall be required to override the decision by the college chapter members.
5. A member who is still in school and has completed the equivalent of eight (8) semesters is automatically deemed to be inactive; provided, however, that such members may elect to remain active. A member shall meet all requirements and shall have all privileges of active membership including voting and holding office. No petition is required.
6. A member of a chapter which has been reorganized under Bylaws, Article IV, Section 12, may choose to be a voluntary inactive college member or an alumna member.

7. Effective Date of Voluntary Inactive Status

- a. Inactive petitions granted for marriage or legal guardianship are effective as of the date of marriage or becoming a legal guardian and shall extend until the member qualifies for alumna status. Such petitions need not be renewed annually. Any other inactive status shall be effective as of the date of receipt of all required approvals and extend only until the end of the academic term or year during which inactivity is granted.
- b. Inactive petitions approved at the first chapter meeting after the opening of the fall term shall be retroactive to the start of the academic year, and such members shall be exempt from the payment of per capita fees.

B. Involuntary Inactivity

1. A college member may be placed on involuntary inactive status when such member poses a direct threat to the health or safety of herself or of others. Direct threat means a significant risk to the health or safety of the member or of others that cannot be eliminated by a reasonable modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

In determining whether the member poses a direct threat to the health or safety of herself or of others, the chapter, in conjunction with its advisory board, shall make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

In an emergency situation involving a direct threat to the health or welfare of the member or of other chapter members, an initiated college member may be placed on involuntary inactive status by the college district director in consultation with the director of college chapters. In all other events, the following approvals must be obtained.

- a. A majority vote at a meeting of the member development committee;
 - b. A two-thirds (2/3) vote at a meeting of the advisory board;
 - c. The approval of the director of college chapters; and
 - d. The approval of the executive director.
2. In the event that a host institution requires the member to become inactive, and either the institution or the member provides written documentation to that effect, the executive director will declare the member to be involuntarily inactive.

C. Restrictions on Inactive Members

Inactive members shall not:

1. Hold chapter office (removal is automatic);

2. Attend chapter meetings or vote on any matter of chapter business, including membership selection;
3. Participate in recruitment or in membership selection;
4. Be counted in determining quotas;
5. Use the chapter facility; or
6. Attend chapter events except by invitation of the chapter.

SECTION 7. VOLUNTARY RESIGNATION

A. College Members

A college chapter shall automatically recognize the voluntary written resignation of a current member.

B. Alumnae Members, Inactive, or Unaffiliated Members

The executive director shall accept the voluntary written resignation of an alumna member and of an inactive or unaffiliated college member.

SECTION 8. DISCIPLINE OF MEMBERS

A. College Members and New Members

1. Cause

The primary responsibility for initiating disciplinary procedures involving a college member or new member lies with the college chapter. A member or new member may be subject to discipline for the following causes:

- a. Failure to meet financial obligations;
- b. Failure to meet scholarship standards;
- c. Failure to comply with university, college, or chapter rules and regulations;
- d. Failure to abide by federal, state, province, or local laws and ordinances;
- e. Conduct unbecoming a member of the Fraternity;
- f. Intentional breach of Fraternity vows;
- g. Failure to comply with Fraternity laws or the policies and procedures established by Grand Council; or
- h. Disloyalty to the Fraternity or the fraternity principle.

2. Probation

Probation shall be for a definite period and shall involve the suspension of specified privileges which a member or new member has until the required degree of improvement has been made as determined by the body setting the terms. If satisfactory improvement is not made within the defined period, there shall follow a further period of probation (except in the case of financial delinquency as specifically set forth in this subsection) or termination of membership or new member's pledge.

a. Automatic Probation

A member shall be placed on automatic probation for failure to meet financial obligations and/or failure to meet scholastic standards of her college chapter. Automatic probation does not require a chapter vote.

(1) Financial Probation

- (a) Bills are payable upon receipt. If the bill is not paid by the statement due date, the member is delinquent and shall not:
 - (i) Have the privilege of voting on any matter of chapter business, including membership selection (if the debtor is a member); or
 - (ii) Participate in the chapter's social activities.

- (b) Probation shall be terminated if the member or new member pays the debt in full. If the bill in the amount of \$500 or more remains unpaid and if satisfactory arrangements have not been made, the membership or pledge (in the case of a new member) shall be terminated in accordance with the provisions of Section 8, A, 3, a below. Pending the outcome of the proceedings described in this section, the member or new member shall be considered to be not in good standing.

(2) Scholastic Probation

- (a) Each chapter shall set a definite scholarship average which members and new members must maintain in order to retain the social privileges of active membership.
- (b) The academic development advisor (or, if the academic development advisor is unavailable, the advisory board chairman) shall notify the member or new member who fails to meet the scholarship requirements that she is on probation.
- (c) The academic development advisor (or, if the academic development advisor is unavailable, the advisory board chairman) shall set the terms of scholastic probation. Scholastic probation shall not restrict the privilege of voting.
- (d) Scholastic probation may restrict participation in social activities until satisfactory scholarship standards have been attained and maintained for an appropriate period.

b. Discretionary Probation

A member or new member may be placed on discretionary probation for cause other than identified as defined above in Section 8, A, 1. Discretionary probation proceedings may be initiated by the member development committee, the college chapter, the advisory board chairman, a college district director, or the director of college chapters.

- (1) Discretionary Probation Pursuant to Member Development Committee Action if and as Provided in the College Chapter Bylaws
 - (a) Member development committee authorization. A majority vote at a chapter meeting may authorize the member development committee with an advisor present to place members or new members on discretionary probation.
 - (b) Discretionary probation terms. The member development committee with an advisor present may impose a fine or other appropriate terms and conditions to specifically address a member's conduct on which probation is based. A member or new member placed on discretionary probation pursuant to member development committee action shall be timely notified in writing of her probation terms.
 - (c) Appeal of discretionary probation imposed by member development committee action.
 - (i) A member or new member placed on discretionary probation by member development committee action shall be notified in writing of her right to appeal the imposition of a fine, penalty, or condition of her discretionary probation to the advisory board. Once so notified, the member or new member shall have seven (7) days to make a written request to the advisory board chairman for an advisory board hearing.
 - (ii) Upon the timely receipt of a written request for an advisory board hearing, the advisory board chairman shall offer and provide the member or new member with an opportunity to be heard by the advisory board. A majority of the members of the advisory board shall constitute a quorum for any such advisory board hearing, with a minimum of three advisors required to participate in such hearing regardless of the number of members of the advisory board. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors.
 - (iii) Subsequent to any advisory board hearing, the advisory board may uphold the terms of probation established by the member development committee or alter the terms of probation, and such action shall be approved by a three-fourths (3/4) vote of the advisory board.

- (iv) Pending the outcome of the appeal proceeding described in this section, the member or new member shall be considered to be not in good standing.
- (2) Discretionary Probation Pursuant to College Chapter Vote
 - (a) Vote by college chapter. At a meeting of college chapter members, a majority vote is required to place a member or new member on probation.
 - (b) Automatic review by advisory board.
 - (i) Following an affirmative vote of the college chapter requesting discretionary probation of a member or new member, the advisory board chairman shall conduct an investigation of the case and shall report her findings to the advisory board and the college district director.
 - (ii) The advisory board chairman shall notify the member or new member in writing of the offenses with which she is charged and the conduct constituting same and shall offer the member or new member an opportunity to be heard by the advisory board.
 - (iii) A majority of the members of the advisory board shall constitute a quorum for any such advisory board hearing, with a minimum of three advisors required to participate in such hearing regardless of the number of members of the advisory board. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors.
 - (iv) A three-fourths (3/4) vote of the advisors who participated in such hearing shall be required to place a member or new member on probation and to set the terms thereof.
 - (v) The probation terms must be approved by the college district director.
- (3) Discretionary probation by request of advisory board chairman, a college district director, or the director of college chapters.
 - (a) Following a request for discretionary probation for a member or new member by the advisory board chairman, a college district director, or the director of college chapters, the advisory board chairman shall conduct an investigation of the case and shall report her findings to the advisory board and the college district director. If the director of college chapters requested the probation, the advisory board chairman shall also report to her.

- (b) The advisory board chairman shall notify the member or new member in writing of the offenses with which she is charged and the conduct constituting same and shall offer the member or new member an opportunity to be heard by the advisory board.
- (c) A majority of the members of the advisory board shall constitute a quorum for any such advisory board hearing, with a minimum of three advisors required to participate in such hearing regardless of the number of members of the advisory board. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors.
- (d) A three-fourths (3/4) vote of the advisors who participated in such hearing shall be required to place a member or new member on probation and to set the terms thereof.
- (e) The probation terms must be approved by the college district director.

3. Termination of Membership

a. Termination for Reasons of Financial Delinquency

- (1) If the debt is less than \$500, the executive director may forgive, defer, or reduce the debt outstanding. If such debt is equal to or greater than \$500, the executive director shall subsequently notify the debtor in writing that her membership or pledge (in the case of a new member) will be terminated in thirty (30) days unless the member or new member appeals the decision pursuant to subsection (2) below or pays such debt in full within such period.
- (2) If the member or new member desires to appeal the decision to terminate her membership or pledge, she may do so by notifying the executive director in writing within thirty (30) days from the date of the notice described in subsection (1) above. She shall include with her appeal any evidence that she wishes Grand Council to consider.
- (3) The appeal shall be considered by Grand Council on the basis of the written record unless Grand Council determines that it wishes to hear the appeal in person.

b. Termination for Reasons Other Than Financial Delinquency

Termination of membership or pledge (in the case of a new member) may be requested in cases where the offense does not justify the leniency of probation or where probation has failed to bring the necessary improvement. Subsequent to the request for termination of membership or new member's pledge, the member or new member shall be considered to be not in good standing pending the outcome of the proceedings described in this section.

- (1) A request for termination of membership or new member's pledge requires a three-fourths (3/4) vote at a meeting of the college chapter members. Termination of membership or new member's pledge may also be requested by the advisory board chairman, a college district director, or the director of college chapters.
- (2) Subsequent to the request for termination of membership or new member's pledge, the advisory board chairman shall conduct an investigation of the case and shall report her findings to the advisory board.
- (3) The advisory board chairman shall notify the member or new member in writing of the offenses with which she is charged and the conduct constituting same and shall offer and provide the member or new member an opportunity to be heard by the advisory board.
- (4) A majority of the members of the advisory board shall constitute a quorum for any such hearing, with a minimum of three advisors present during any such advisory board review hearing. If there are fewer than three members of the advisory board, a college district director, the chapter compliance committee chairman, or the director of college chapters may participate in such hearing as advisors.
- (5) Subsequent to the hearing, the advisory board may dismiss the request for termination of membership or new member's pledge, place the member or new member on probation, or concur with the request. Request for termination of membership or new member's pledge requires a three-fourths (3/4) vote of the advisors who participated in such hearing.
- (6) If the investigating officer concurs with the request for termination of membership or new member's pledge, she shall notify the executive director within thirty (30) days who shall subsequently advise the member or new member in writing that her membership or new member's pledge will be terminated in thirty (30) days unless the member or new member appeals pursuant to subsection (7) below.
- (7) If the member or new member desires to appeal the decision to terminate her membership or pledge as the case may be, she may do so by notifying the executive director in writing within thirty (30) days from the date of the notice described in subsection (6) above.
- (8) An appeal shall be reviewed by Grand Council at a time and place designated by Grand Council. Review by Grand Council shall be to ensure that Fraternity laws have been followed.
- (9) Grand Council may dismiss the request for termination of membership or new member's pledge or terminate the membership or new member's pledge. Termination of membership or a new member's pledge shall only be ordered upon the unanimous vote of the members of Grand Council.

(10) The decision of Grand Council shall be effective when rendered. If Grand Council votes to terminate the membership or new member's pledge, the executive director shall notify the member or new member that her membership has been terminated or, in the case of a new member, notify her that her pledge has been terminated.

(11) If the member or new member fails to appeal the decision as provided in subsections (6) and (7) above, the executive director shall notify the member that her membership has been terminated or, in the case of a new member, notify her that her pledge has been terminated.

4. Acquisition of Badge or Pledge Pin

The college chapter from which a member or new member has resigned or has had her membership or pledge terminated shall:

- a. Acquire the member's badge or new member's pledge pin, returning the badge to central office and the pledge pin to chapter pledging supplies;
- b. Make proper entries in its records of the resignation or termination; and
- c. Forward the member's badge, ritual paraphernalia, membership certificate, and membership card to the executive director.

B. Active College Members and New Members When School Is Not In Session

1. Active college members (other than those members whose chapter charter is under review or has been suspended) who commit offenses when school is not in session shall be subject to discipline as college members when school resumes, unless alumnae discipline is deemed to be more appropriate as determined by the college district director in consultation with the alumnae committee chairman.
2. New members who commit offenses when school is not in session shall be subject to discipline as new members when school resumes.
3. In determining whether or not school is "in session," the individual school's official calendar shall be used, but, in any event, school shall be considered to be "in session" through the date of graduation or the ending date of the school's official calendar, whichever is the later date.

C. College Members Who Are Inactive, Unaffiliated, or Whose Chapter Charter is Under Review or Has Been Suspended

Inactive members, unaffiliated members, and active members whose chapter charter is under review or has been suspended shall be subject to discipline as alumnae members of the Fraternity.

D. Alumnae Members

1. Cause
Alumnae members shall be subject to discipline for:
 - a. Conduct unbecoming a member of the Fraternity;

- b. Disloyalty to the Fraternity or the principle of fraternity;
- c. Debts owed to the Fraternity whether incurred as a college member or an alumna member;
or
- d. Failure to abide by federal, state, province, or local laws and ordinances.

2. Procedure

a. Discipline for Financial Reasons

A college chapter or the respective finance advisor, advisory board chairman, budget district director, college district director, or the executive director may initiate charges against an alumna member for debts owed to the Fraternity that were incurred as a college member. If initiated by a college chapter, the finance advisor, advisory board chairman, budget district director, college district director, or executive director shall verify the information and approve the petition. In the case of debts owed to the Fraternity incurred as an alumna member, the alumnae chapter, the alumnae district director, or alumnae committee chairman may initiate the charges. If initiated by the alumnae chapter, the alumnae district director, alumnae committee chairman, or executive director shall verify the charges.

- (1) Once the charges are verified, the member shall be notified by the executive director that she is on probation for four (4) weeks and during that period shall not be considered a member in good standing. Probation shall be terminated if the member pays the debt in full.
- (2) The member may appeal the decision within the probationary period. If the debt outstanding at the end of the probationary period is less than \$100, the executive director may forgive, defer, or reduce the debt outstanding or pursue membership termination.
- (3) If the member desires to appeal the decision to terminate her membership, she may do so by notifying the executive director in writing within thirty (30) days from the date of the notice described in subsection (2) above. She shall include with her appeal any evidence that she wishes Grand Council to consider. The appeal shall be reviewed by Grand Council on the basis of the written record unless Grand Council determines that it wishes to hear the appeal in person. The review by Grand Council shall be to ensure that Fraternity laws have been followed.

b. Discipline for Non-Financial Reasons

- (1) Disciplinary charges made against alumnae members shall be referred to the alumnae district director who shall make such investigation as she deems necessary and bring the matter to the attention of the alumnae committee chairman. Pending the outcome of the alumnae district director's investigation and any further proceedings as described herein, the member shall be considered to be not in good standing.

- (2) Disciplinary charges made against college members, subject to discipline as alumnae members, or disciplinary charges made against alumnae members for alleged offenses made as a college member shall be referred to the college district director, who, in consultation with the advisory board chairman, shall make such investigation as she deems necessary and notify the director of college chapters. Pending the outcome of the college district director's investigation and any further proceedings as described herein, the member shall be considered to be not in good standing.
- (3) The district director who investigated the charges may dismiss the charges or present the case to the college district director or alumnae district director, as applicable, and to the alumnae committee chairman, or, in the case of a college member subject to these proceedings, the director of college chapters. (Collectively, the alumnae and college district directors and the respective office, either the alumnae committee chairman or director of college chapters, shall be known as the "review board.")
- (4) The review board shall consider the information collected from the investigation, including, in the case of a college member, any recommendations made by the advisory board chairman, and may make additional investigation as it deems necessary. The review board shall determine whether to dismiss the matter at this time or proceed further.
- (5) If the review board determines to proceed further, the review board shall notify the member in writing of the offenses with which she is charged and the conduct constituting same and offer and provide the member an opportunity to be heard by the review board.
- (6) The review board shall have the power to dismiss the charges, to place the member on probation and set the terms thereof, request her resignation, or order the termination of her membership.
- (7) A requested resignation or an ordered membership termination requires the unanimous vote of the review board.
- (8) A college district director or alumnae district director may recuse herself from her duties under this subsection b and appoint the director of college chapters, the chapter compliance committee chairman, another college district director (in the case of a recused college district director) or another alumnae district director (in the case of a recused alumnae district director) to carry out her duties under this subsection b.

3. Termination of Membership

- a. Termination of membership shall be ordered by the review board when a requested resignation has been refused or not submitted within five (5) days of the request therefor.

- b. The review board shall notify the executive director, who subsequently shall advise the member in writing that her membership will be terminated in thirty (30) days unless the member appeals the decision pursuant to subsection c below.
 - c. If the member desires to appeal the decision to terminate her membership, she may do so by notifying the executive director in writing within thirty (30) days from the date of the notice described in subsection b above.
 - d. An appeal shall be reviewed by Grand Council at a time and place designated by Grand Council. Review by Grand Council shall be to ensure that Fraternity laws have been followed.
 - e. Grand Council may dismiss the request for termination of membership or terminate the membership. Termination of membership shall only be ordered upon the unanimous vote of the members of Grand Council.
 - f. The decision of Grand Council shall be effective when rendered. If Grand Council votes to terminate the membership, the executive director shall notify the member in writing that her membership has been terminated.
4. Authority of Grand Council
Notwithstanding any of the foregoing of this Section 8, D, Grand Council may initiate disciplinary procedures on its own initiative. In the event such procedures are initiated, Grand Council shall follow the procedures set forth in this Section 8, D, 2.
5. Acquisition of Badge
Subsequent to the termination of membership, the executive director shall:
- a. Acquire the member's badge;
 - b. Request the return of the member's membership certificate and membership card; and
 - c. Notify the college chapter to make proper entries in its records of the resignation or termination and request return of the member's ritual paraphernalia to central office.
- E. Notices Regarding Disciplinary Action
All notices or other communications relating to the discipline or possible discipline of a member or new member shall be delivered in person or sent electronically to the member's or new member's last known email address. In the event that notice or other communications are sent electronically and there has been no member response, a follow-up notice must also be sent either by registered or certified mail addressed to the last known address of the member or new member as then shown in the membership records of the Fraternity. In the event that a member or new member rejects or otherwise refuses to accept delivery of such mailed notice, or in the event that such mailed notice cannot be delivered because of a change of address of which the member or new member has not given written notice to the Fraternity, such mailed notice shall be deemed delivered.

SECTION 9. REINSTATEMENT

A former member who voluntarily resigned or whose membership was terminated for financial delinquency and who is no longer matriculated at the university or college where she last had active membership may apply to Grand Council for reinstatement as an alumna member. Any former member whose membership was terminated for discretionary discipline may not apply for reinstatement. A former member may only apply for reinstatement after at least one year has lapsed since her membership resignation or termination. **11/13/2020**

A. Procedures for Application

A former member desiring to be reinstated must:

1. Submit the reinstatement fee in the amount equal to the current initiation fee;
2. Pay any outstanding debt owed to the chapter and/or the Fraternity, with the Fraternity remitting such funds owed to the college chapter less an administrative fee;
3. Following certification by the executive director that procedures one and two above have been satisfactorily completed, submit a reinstatement petition to the executive director who shall provide a copy of the submitted petition to the former member's college chapter president and Grand Council; and
4. Provide a letter of recommendation from either an alumna or collegian in good standing to the executive director who shall provide a copy of the letter to the member's college chapter president and Grand Council.

B. Approval Process

1. A unanimous vote at a meeting of the former member's college chapter executive committee, following the committee's receipt of the reinstatement petition and the letter of recommendation, must be obtained.
2. If the reinstatement petition is not approved by the executive committee, the executive committee shall forward a copy of its meeting minutes to the executive director who shall then notify the former member of the denial of the petition and refund the reinstatement fee. If the reinstatement petition is approved by the executive committee, the executive committee shall forward a copy of its meeting minutes along with all other relevant documents to the advisory board chairman.
3. The advisory board shall conduct a review of all relevant chapter documents, the reinstatement petition and the letter of recommendation and may consult with former advisors and/or chapter or Fraternity officers. Following such review, a unanimous vote at a meeting of the advisory board must be obtained.

4. The advisory board shall forward a copy of its meeting minutes as well as copies of all relevant documentation to the executive director. If the reinstatement petition is not approved by the advisory board, the executive director shall then notify the former member of the denial of the petition and refund the reinstatement fee. If the reinstatement petition is approved by the advisory board, the executive director shall certify that all required documentation has been submitted and approvals have been obtained and will forward copies of all relevant information along with the former member's original resignation or financial membership termination form to Grand Council.
5. A unanimous vote at a meeting of Grand Council must be obtained. If the reinstatement petition is not approved by Grand Council, the executive director shall then notify the former member of the denial of the petition and refund the reinstatement fee. If the petition is approved, the former member shall have her membership reinstated and have the full rights and privileges of an alumna member, including the ability to serve as an advisor.

C. Other

1. The former member may apply for reinstatement only one time.
2. In the event the reinstatement petition fails to receive approval at any point during the process, the former member is not afforded an opportunity to appeal the decision.
3. Debt owed to the college chapter and/or Fraternity repaid by the former member is not refundable.

SECTION 10. SOLICITATION AND CIRCULARIZATION OF MEMBERS

Any contact with the general membership or any college or alumnae chapter by mail, electronic media, or other means of mass communication, if such contact is for commercial purposes, charitable appeals (whether or not for the benefit of Kappa Alpha Theta or its affiliates), or the advocacy of personal opinions, is prohibited. Exceptions may be granted by the executive director. This provision shall not apply to communications by Fraternity officers who act within the scope of their official duties or to communications sponsored or endorsed by the chapter's college or university.

SECTION 11. POLITICAL ACTIVITY

The Fraternity shall not endorse nor shall be represented as having endorsed a political cause or candidate in a non-campus campaign. This prohibition shall not restrict an individual member's right to endorse a political cause or candidate or a candidate identifying herself as a member of the Fraternity.

SECTION 12. USE OF FRATERNITY NAME AND INSIGNIA FOR COMMERCIAL AND PUBLICITY PURPOSES

The Fraternity name and insignia are the property of the Fraternity, protected by federal, state and province laws, and use of them by the members is subject to regulation by the Fraternity. No member of the Fraternity shall use, authorize or permit the use of the Fraternity name, Greek letters or insignia in any writing, photograph, picture or likeness prepared or published (including, without limitation, distribution by facsimile, email or other electronic transmission) for commercial or publicity purposes, unless a request for such use is first submitted in writing to the Fraternity president or her designee for her approval and such approval has been granted in writing prior to the first use. Notwithstanding the preceding sentence, prior written approval shall not be required with respect to the use of the Fraternity name or insignia in personal résumés, announcements or reports of philanthropic events, or ordinary and customary news releases or reports of chapter activities or a member's academic, athletic, business or other personal accomplishments.

SECTION 13. GREEK LETTERS

The Fraternity's Greek letters, KAΘ shall be worn only by the Fraternity's initiated members and by members of a colony of the Fraternity, except that the Fraternity's Greek letters may be worn by non-members when the Fraternity's Greek letters appear with the Greek letters of one or more other fraternal organizations for the purpose of promoting the Greek system or philanthropic activities or by new members for the purpose of promoting the Greek system or philanthropic activities. Members who have resigned or have had their membership terminated are no longer entitled to wear the Fraternity's Greek letters.

SECTION 14. DISPOSITION OF ARTICLES WITH FRATERNITY INSIGNIA

In the event that a member no longer desires to own an article that includes the Fraternity's coat of arms, the Fraternity's Greek letters, or other Fraternity insignia, a member shall take reasonable measures to dispose of such an article so that any further use of the article shall be in compliance with Fraternity laws.

ARTICLE II - MEETINGS

SECTION 1. GENERAL

A. Forum

Meetings, including disciplinary hearings, may be conducted in person and/or via teleconferencing or videoconferencing, which permits simultaneous communication.

B. Meetings Conducted with Ritual

Any meeting where ritual is included must be conducted in person unless an exception is granted by Grand Council.

8/14/2020

SECTION 2. GRAND CONVENTION

A. Notice

At least eight (8) weeks written notice of the date and place of holding Grand Convention, as fixed by Grand Council, shall be given by the executive director to all known delegates and to each college and alumnae chapter.

B. Representation of Chapters

1. College chapters in good standing shall be entitled to representation at Grand Convention. Delegates of college chapters not in good standing must attend Grand Convention and may be admitted to general meetings and other functions but shall not be entitled to make or second motions, to make nominations or to vote.
2. Alumnae chapters in good standing shall be entitled to representation at Grand Convention. Delegates of alumnae chapters not in good standing shall retain the privilege of attending Grand Convention and may be admitted to general meetings and other functions, but shall not be entitled to make or second motions, to make nominations or to vote.

C. Chapter Delegates

1. Active Members

- a. College and alumnae chapter delegates shall be active members in good standing of the chapters they represent.
- b. The woman who will serve her college chapter as president the following term shall be the college chapter delegate. Her attendance may be excused only by the college district director. If excused, the chapter shall nominate and elect another executive committee officer to serve as the college chapter's delegate.
- c. The woman who is currently serving her alumnae chapter as president shall be the alumnae chapter delegate. In the event the alumnae chapter president is unable to fulfill her duty as her chapter's delegate, the chapter shall designate another officer as its delegate. If no other officer is able to serve as the chapter's delegate, a member in good standing may be chosen by the chapter to serve as its delegate, provided the alumnae district director consents.
- d. Delegate's failure to complete term of office:
 - (1) A college chapter delegate who fails to return to complete her term of office in the college chapter shall refund to the Fraternity any Convention expenses paid by the Fraternity and shall refund to the chapter any Convention expenses paid by the chapter. This requirement may be excused only by the executive director.
 - (2) An alumnae chapter delegate who fails to return to complete her term of office in the alumnae chapter or, in the case of a non-officer delegate, an alumna member who fails to return and remain a member in good standing for the program year, shall refund to the Fraternity any Convention expenses paid by the Fraternity and shall refund to the chapter any Convention expenses paid by the chapter. This requirement may be excused only by the executive director.

2. Attendance

Each delegate shall attend every business and social event scheduled on the Convention program. Absence may be excused only by the executive director.

3. Reports
 - a. Each chapter delegate shall prepare a full report of the Convention and present it to the chapter at the first regular meeting of the chapter following Grand Convention.
 - b. Each alumnae chapter delegate, one (1) month after Grand Convention, shall submit the report to the alumnae district director.

- D. Credentials

Chapter delegates and visitors must register and be accredited by the registration committee before being admitted to any meeting.

- E. Management and Conduct
 1. Program and Arrangements

The program and arrangements for Grand Convention shall be approved by Grand Council.

 2. Convention Committees

At each Grand Convention, the Fraternity president shall appoint a recommendations committee, a resolutions committee, an election board and such other committees as Grand Council shall deem necessary or advisable to facilitate the business of the Convention. The number of members and the responsibilities of each committee shall be established by Grand Council. The members of the election board shall not be delegates.

 3. Other Appointments

For each Grand Convention, the Fraternity president shall appoint personnel as she shall consider necessary or desirable.

SECTION 3. LEADERSHIP CONFERENCE AND OTHER GENERAL FRATERNITY MEETINGS

- A. Time and Place

The time and place of holding a leadership conference or other general Fraternity meeting shall be fixed by Grand Council.

- B. Attendance

Grand Council shall designate those officers and members of each alumnae chapter and college chapter who shall represent their membership.

- C. Program and Arrangements

The program and arrangements shall be under the direction of Grand Council.

- D. Expenses and Fees

The expenses and fees for Leadership Conference or other general Fraternity meetings shall be as set out in Article VII of these laws.

- E. Reports
Each representative shall prepare a full report of the meeting and present it to the chapter at the next regular chapter meeting.

SECTION 4. DISTRICT MEETINGS

- A. Time and Place
The time and place for holding a district meeting shall be fixed by the district officers.
- B. Attendance
The district meeting shall be composed of the following:
 - 1. A representative from each college and alumnae chapter in the district;
 - 2. The district officers as ex officio delegates; and
 - 3. Other members of the Fraternity in good standing.
- C. Program and Arrangements
The program and financial arrangements for the district meeting shall be under the direction of the district officers.
- D. Expenses
 - 1. Planning
The expenses for the district officers meeting to plan a district meeting shall be paid by the districts involved.
 - 2. Meeting
The district meeting expenses of the delegates of college and alumnae chapters shall be paid by their respective chapters. All other expenses of the district meeting shall be paid by the district.
- E. District Meetings at Grand Convention
 - 1. A district meeting shall be held at Grand Convention at the place and time specified in the Convention program.
 - 2. All members of the district may attend, but only alumnae and college chapter delegates to Grand Convention may vote to select a delegate to the nominating committee.

ARTICLE III - OFFICERS AND COMMITTEES

SECTION 1. GRAND COUNCIL

- A. Term of Office and Tenure
 - 1. Members of Grand Council shall hold office for a term of two (2) years and until their successors have been duly elected by Grand Convention and installed.

2. All terms of office shall begin immediately upon installation.
3. No woman shall serve as a member of Grand Council for more than six (6) full terms.
4. No woman shall serve more than two (2) full terms as Fraternity President.
5. In computing a full term of office as used in this section, service of more than half a term shall be considered a full term.

B. Responsibility and Authority

Grand Council shall:

1. Approve all plans for programs required for the attainment of the Fraternity's objectives and periodically review and evaluate the accomplishments of these programs;
2. Determine the extension policy of the Fraternity and be solely responsible and empowered to grant college and alumnae chapter charters;
3. Approve the budget and major financial plans and allocate funds among programs and services;
4. Exercise by its own decision and action final disciplinary authority over members and chapters;
5. Enact all necessary laws, policies and procedures consistent with the Constitution and these Bylaws governing the operation of the Fraternity, its districts, chapters and corporations, and the conduct of its members;
6. Establish uniform standards for the financial management of districts, chapters, and corporations and provide for the regular review of their financial affairs;
7. Approve and adopt appropriate ritual and insignia;
8. Establish the guidelines for the specific duties and determine the authority of all appointed international officers and committees and district, chapter, and corporation officers and committees;
9. Establish and maintain the central office of the Fraternity, employ necessary professional staff and determine the responsibility, authority, and compensation of such staff;
10. Serve as designated in the Bylaws of the Kappa Alpha Theta Foundation; and
11. Serve as designated in the Bylaws of the Kappa Alpha Theta Housing Corporation.

C. Meetings

Grand Council shall hold at least two (2) regular meetings each year. Special meetings may be called at any time by the Fraternity president or any three (3) members of Grand Council. Grand Council may also participate in a meeting by means of conference telephone or similar communication equipment. All members participating in such a meeting shall be deemed to be present in person at that meeting.

D. Nomination and Elections

1. Nominating Committee

The nominating committee shall consist of a chairman, a vice chairman, and one (1) member elected by and from the delegates of each district of the Fraternity.

a. Chairman

(1) Appointment

The chairman of the nominating committee shall be appointed by the Fraternity president with the approval of Grand Council.

(2) Responsibilities

The chairman shall preside at all meetings of the nominating committee. She shall be responsible for receiving all references for Grand Council office and for conducting the work of the nominating committee in accordance with the procedures established by Grand Council.

(3) Voting

The chairman shall not vote except in case of a tie.

b. Vice Chairman

(1) Appointment

The vice chairman of the nominating committee shall be appointed by the Fraternity president with the approval of Grand Council.

(2) Responsibilities

The vice chairman shall attend all meetings of the nominating committee and shall assume the chairmanship of the committee in the absence of the chairman.

(3) Voting

The vice chairman shall not vote, except when she assumes the role of chairman, and only then in the event of a tie.

c. Committee

(1) Election

(a) The members of the nominating committee shall be elected by and from among the chapter delegates of each district in separate district meetings.

- (b) One-half (1/2) of the members of the committee shall be college chapter delegates and one-half (1/2) shall be alumnae chapter delegates; provided, however, that if there is an uneven number of districts, the additional member to be elected shall be a college chapter delegate.
- (c) The districts to be represented by college chapter delegates and by alumnae chapter delegates shall be determined by lot in such manner as Grand Council shall provide.

(2) Responsibilities

The nominating committee shall inquire as to the ability and qualifications of the candidates recommended to it, ascertain from the proposed candidates whether they will be willing to serve if elected, and prepare a report to be presented to Grand Convention.

(3) Voting

In all meetings of the nominating committee, a majority vote shall prevail.

2. Other Nominations

Further nominations for Grand Council office may be made from the floor at Grand Convention by any delegate, providing that the consent of the nominee has been obtained.

SECTION 2. RESPONSIBILITY AND AUTHORITY OF GRAND COUNCIL MEMBERS

A. The Fraternity President

The Fraternity president shall be the official head of the Fraternity. The responsibility and authority of the Fraternity president shall be set forth in *Grand Council Bylaws*.

B. The Fraternity Vice Presidents

The responsibility and authority of the Fraternity vice presidents shall be set forth in *Grand Council Bylaws*.

SECTION 3. STANDING COMMITTEES

A. Grand Council shall provide for the organization of standing committees to serve the interests of the Fraternity and shall appoint the chairman of each standing committee. The responsibility and authority of such committees and their chairmen shall be set forth in *Grand Council Bylaws*.

B. The term of office for a standing committee chairman shall be three (3) years commencing January 1. Service of more than half a term shall be considered a full term. A standing committee chairman may serve up to two (2) consecutive full terms on one committee. Standing committee chairmen, regardless of committees served, may not serve more than twelve (12) years as a standing committee chairman. Prior standing committee chairman service shall not affect the eligibility of the National Panhellenic Conference delegate.

C. A chairman of a standing committee may be removed from office by a majority vote of Grand Council.

SECTION 4. SPECIAL COMMITTEES

Special committees may be appointed by the Fraternity president as she deems necessary for the performance of particular functions. If a member of the committee is not a member of the Fraternity, that member will serve without a vote.

Such special committees shall have no continuing authority or responsibility and shall be disbanded upon completion of the tasks for which they were formed.

SECTION 5. SPECIAL OFFICERS

The special officers of the Fraternity shall be such positions as Grand Council may establish.

The responsibility and authority of the special officers of the Fraternity shall be set forth in *Grand Council Bylaws*.

SECTION 6. DISTRICT DIRECTORS

A. Appointment, Responsibility, and Authority

The appointment, responsibility, and authority of the district directors shall be set forth in *Grand Council Bylaws*.

B. Term of Office

For district directors who are not entitled to a vote at Grand Convention, the term of office is one year, commencing January 1. Such officers are not subject to term limits.

For district directors who are entitled to a vote at Grand Convention, the term of office of district directors shall be three (3) years commencing January 1, with such delegate district directors subject to a term limit of four (4) terms. Service of more than half a term shall be considered a full term.

C. Removal

Any district director may be removed from office by the majority vote of Grand Council.

ARTICLE IV - COLLEGE CHAPTERS

SECTION 1. ESTABLISHMENT

A. Grand Council shall enact appropriate standards and rules of procedure governing:

1. The submission of petitions for the grant of a college chapter charter by established local groups;
2. The colonization of new college chapters; and
3. The investigation of colleges and universities to determine their suitability as fields for extension.

B. A charter shall be granted to an organized local group or to a colonized group in such colleges and universities only upon the unanimous vote of Grand Council.

SECTION 2. INSTALLATION OF COLLEGE CHAPTERS

College chapters shall be installed, and the members thereof initiated in accordance with the official ritual of the Fraternity and the rules and procedures prescribed by Grand Council.

SECTION 3. CHAPTER OFFICERS

A. Required Chapter Officers

The required officers for each college chapter shall be prescribed by Grand Council.

B. Eligibility and Qualifications

To be eligible for election to office in a college chapter, a member, as confirmed by the advisory board chairman, shall:

1. Have a scholarship average not less than the average required by the college chapter bylaws;
2. Be current in her financial obligations to the Fraternity; and
3. Be an active member in good standing.

C. Term of Office

Chapter officers shall be elected annually and shall hold office for one (1) year and until their successors are duly elected, qualified and installed.

D. Election

Election of chapter officers, when possible, shall take place by the end of the fall term of each year and the officers shall take office not later than March 1.

E. Removal

1. Inactive members are removed from office automatically.
2. An active chapter officer may be removed from office for any of the following reasons:
 - a. Failure to maintain the scholarship average required by the college chapter bylaws;
 - b. Delinquency in financial obligations to the Fraternity;
 - c. Uncooperative attitude;
 - d. Conduct unbecoming a member of the Fraternity; and/or
 - e. Failure to carry out the duties of the office.
3. Removal of active chapter officers for the reasons provided in subsection 2 above shall be by a two-thirds (2/3) vote at a chapter meeting, and subsequently approved by the advisory board chairman.

4. Removal of active chapter officers may also be requested by the advisory board chairman. Removal of an active chapter officer requires a three-fourths (3/4) vote of the advisory board members in attendance at an advisory board meeting with quorum set at a majority of those members.
 5. Removal of active chapter officers may also be by action of the college district director with the prior approval of the director of college chapters.
- F. Compensation from Suppliers
- College chapter officers shall not receive remuneration in wages, room, board, or dues, and shall not receive compensation in any form from suppliers.

SECTION 4. COLLEGE CHAPTER BYLAWS

- A. Adoption of Bylaws
1. Each college chapter shall adopt bylaws that shall include such provisions as Grand Council shall direct, and which will provide for the management of the chapter and the proper performance of the duties and responsibilities of the chapter. Adopted bylaws shall be filed with Fraternity headquarters.
 2. Each college chapter shall adopt new bylaws the fall of every even-numbered year following Grand Convention. The college chapter bylaws shall be approved by a two-thirds (2/3) vote at a college chapter meeting and by the advisory board chairman.
 3. Each college chapter shall bring its bylaws into conformity with the *Kappa Alpha Theta Constitution and Bylaws* of the Fraternity following each Grand Convention. Provisions to bring college chapter bylaws into conformity with the *Constitution and Bylaws* do not require a vote of the chapter.
- B. Review and Amendment
- Amendments to college chapter bylaws shall be approved by a two-thirds (2/3) vote at a college chapter meeting and by the advisory board chairman. A college chapter may submit an amendment for advisory board chairman approval at any time. Following adoption by the chapter and approval by the advisory board chairman, amended bylaws shall be filed with Fraternity headquarters by the college chapter.

SECTION 5. CONDUCT OF CHAPTER BUSINESS AND AFFAIRS

- A. Chapter Business
- The business and affairs of college chapters shall be under the ultimate supervision and control of Grand Council. Chapters shall manage and conduct their business in conformity with such rules and standards as Grand Council shall establish. Chapters shall not reply to any general or specific requests, from any source, for the Fraternity Constitution, Bylaws, policies, or procedures, but immediately shall refer the person making the request to the executive director.

Generally, only the Grand Council has the authority to bind the Fraternity; therefore, a member of a college chapter may not sign a relationship statement or other agreement which would attempt to obligate or bind the Fraternity.

B. Time to Conduct Business

Chapter business shall be conducted only while school is in regular session for full terms; provided, however, that this limitation shall not apply to recruitment; and provided, further, that the college district director may grant special permission during recruitment to conduct the business of approving affiliation or inactivity petitions and election or removal of officers. In the event of an emergency, the director of college chapters may grant special permission for college chapters to conduct business at other times.

C. Fraternity-Sponsored Social Events

A Fraternity-sponsored social event is defined as any function to which non-members have been invited, excluding a recruitment function.

1. Chapters must obtain written permission from the risk prevention advisor and the advisory board chairman to sponsor a social event.
2. When such permission has been obtained to sponsor a social event where alcohol will be served, a chapter is required to provide transportation for all members and their guests, and all members and their guests are required to use this transportation to and from such an event. Members and their guests are not permitted to sign waivers to avoid using the chapter-provided transportation.
3. A chapter may not sponsor any overnight social events.
4. Social events must be held on or near the vicinity of the chapter's campus or in the community.
5. In no event may a chapter hold a social event across an international border.
6. A chapter may co-sponsor social events at fraternity facilities only if such events are alcohol-free.
7. Chapter sponsorship of functions where alcohol will be served before or after social events is expressly prohibited.
8. Grand Council has the authority to approve campus programs that may necessitate exceptions to the requirements of this Section 5, C.

D. Fraternity-Sponsored Philanthropic Events

1. A Fraternity-sponsored or co-sponsored philanthropic event may not involve the sale, distribution, or availability of alcoholic beverages, nor may the philanthropic event be held at a location where alcoholic beverages are sold, distributed, or available during the event. Chapters must obtain prior written approval from the marketing advisor for all Fraternity-sponsored and co-sponsored philanthropic events.

2. A chapter is prohibited from holding a philanthropic event in conjunction with, co-sponsored by, or at the invitation of any fraternity or sorority whose recognition has been withdrawn by the host university and/or whose charter has been revoked.
3. A chapter may not sponsor or co-sponsor a service or philanthropic event that requires members to cross an international border without the prior written consent of a member of the risk prevention committee.

SECTION 6. ADVISORY BOARDS

A. Members

Each college chapter of the Fraternity shall have an advisory board composed of such advisors as are specified in the *Advisory Board Handbook*. A woman whose membership in the Fraternity has been terminated or who has resigned may not serve on an advisory board.

B. Appointment and Removal

1. The advisory board chairman shall be appointed by the college district director and may be removed from office by the college district director or the director of college chapters.
2. The members of the advisory board shall be appointed and may be removed from office by the advisory board chairman, subject to approval of the college district director. The members of the advisory board also may be removed from office by the college district director.

C. Provisions of Service

1. Members of Grand Council, standing committee chairmen, and district directors while in office shall not serve on advisory boards.
2. Standing committee chairmen and district directors may not serve on advisory boards except in the event that a disciplinary review board must be convened and the advisory board does not have the minimum members required and then only for the purposes of that review.

D. Term of Office

The term of office of advisory board members shall be one (1) year, commencing June 1 of each year.

E. Responsibility and Authority

The advisory board shall be responsible for the supervision of the college chapter and its well-being and shall report regularly on the status and operations of the chapter to the college district director. The duties of the advisory board and each member thereof shall be established by Grand Council.

SECTION 7. CHAPTER FACILITIES

- A. Occupancy of Chapter Facilities Either Owned, Rented, or Otherwise Designated for Regular Use by Members of the Fraternity

Where facility conditions permit, an active member, unless she is living at home, shall live in the chapter facility as an obligation of membership assumed with initiation. Each college chapter shall develop a policy for ensuring that its facility is filled and establishing a method for determining who may live out of the facility.

- B. Room Licenses **11/8/2019**

Where the chapter facility is owned or leased by the chapter facility corporation, each member who will live in the facility during the following school year shall sign a room license and deposit not less than one (1) month's rent with the chapter or the Fraternity Housing Corporation. Such licenses shall be signed, and the deposits made prior to the end of the spring term.

- C. Facility Rules

1. The Fraternity Housing Corporation executive director shall furnish each chapter with a list of facility rules and regulations which, when so furnished, shall be the minimum regulations for the facility.
2. Alumnae and other guests in college chapter facilities shall conform to all chapter and facility rules, which shall be posted on the bulletin board.

- D. Use of Facility During Summer Session

Any residential use of the chapter facility corporation owned or rented facility during the summer session shall be approved by the Fraternity Housing Corporation.

- E. Facility Director Contracts

For chapters with facility directors, an annual contract with the facility director shall be signed by the facility director, the advisory board chairman, and a facility corporation board officer.

- F. Chapter-Corporation Agreement **11/8/2019**

An annual chapter-corporation agreement shall be signed no later than December 1 of each year by the president of the college chapter, the advisory board chairman, and the president of the facility corporation or Fraternity Housing Corporation executive director.

SECTION 8. ALCOHOLIC BEVERAGES

- A. No funds of a college chapter of Kappa Alpha Theta shall be used to purchase alcoholic beverages.

- B. No alcoholic beverages shall be stored, served, or consumed on Kappa Alpha Theta property, either owned, rented, or otherwise designated for regular use by members of the Fraternity.

- C. College members shall not serve or consume alcoholic beverages in conjunction with activities sponsored by Kappa Alpha Theta and held at locations other than Kappa Alpha Theta facilities, except as such may be in conformity with applicable state, province, or local laws as well as the rules and regulations of the college or university.

SECTION 9. DRUGS

8/15/2018

- A. No funds of a college chapter of Kappa Alpha Theta shall be used to purchase any narcotics, drugs or other controlled substances.
- B. No recreational narcotics, drugs or other controlled substances shall be stored, served or consumed on Kappa Alpha Theta property, either owned, rented or otherwise designated for regular use by members of the Fraternity. Possession and use of medically prescribed substances must be in conformity with applicable federal, state, province, and local laws as well as the rules and regulations of the college or university.
- C. No recreational narcotics, drugs or other controlled substances shall be stored, served or consumed in conjunction with activities sponsored by Kappa Alpha Theta even if held at locations that are not owned, rented or otherwise designated for regular use by members of the Fraternity.

SECTION 10. WEAPONS

Members may not possess weapons or firearms on Fraternity property. Members may not possess or use weapons or firearms at Fraternity-sponsored events.

SECTION 11. VISITING HOURS

- A. Guests shall be restricted to the public areas of chapter facilities; provided, however, that college chapters may establish visitation policies in accordance with guidelines established by Grand Council as set forth in the model chapter bylaws and model facility rules and further provided that the following requirements are met:
 - 1. The chapter policy shall conform with all applicable state, province, and local laws as well as university policies and regulations;
 - 2. The chapter policy shall be approved by a unanimous ballot vote at a chapter meeting;
 - 3. A majority of the members of the advisory board must approve the policy; and
 - 4. The chapter policy shall be effective for not more than one (1) calendar year from the date the chapter receives written approval from the advisory board chairman.
- B. The college district director or the director of college chapters may cancel the chapter visitation policy by written notice to the chapter.

SECTION 12. SUSPENSION OF CHARTER

In the event of an emergency, Grand Council may suspend the charter of a college chapter without prior notice for a period not to exceed sixty (60) academic calendar days. By the end of the period, Grand Council may vote to remove suspension, pursue disciplinary action, or reorganize the chapter. Pending investigation and disposition of the matter, the college chapter shall operate under the control and at the direction of the college committee.

SECTION 13. DISCIPLINE OF CHAPTERS

Discipline and disciplinary procedures affecting a college chapter shall be under the immediate supervision of the director of college chapters and the college district director, either of whom may initiate disciplinary action with reference to the college chapter.

A. Cause

College chapters shall be subject to discipline for:

1. Failure to meet financial obligations;
2. Failure to maintain required scholarship standards;
3. Failure to maintain proper social standards;
4. Failure to cooperate with the officers of the Fraternity;
5. Failure to comply with Fraternity laws or the policies and procedures established by Grand Council;
6. Failure to maintain the welfare or good repute of the Fraternity;
7. Failure to comply with university or college rules and regulations; and/or
8. Failure to abide by federal, state, province, and local laws and ordinances.

B. Automatic Notice

1. A chapter shall be placed on automatic notice for failure to meet financial obligations and/or failure to maintain required scholastic standards.
2. The chapter shall remain on automatic notice until financial obligations have been met and/or required scholastic standards have been achieved.
3. In the event that the chapter has failed by the end of the notice period to meet its financial obligations or to make satisfactory arrangements with the Fraternity to meet its financial obligations, the chapter shall be placed on financial probation automatically unless the budget district director or the college district director initiates probation earlier.

4. In the event that the chapter has failed at the end of the notice period to have made satisfactory scholastic progress, the chapter will automatically remain on notice unless the Fraternity academic development chairman requests that the college district director place the chapter on scholastic probation; however, the college district director may initiate scholastic probation without such a request.

C. Discretionary Notice of Chapter Deficiencies

A chapter may be placed on discretionary notice for cause other than those identified under automatic notice.

1. The person or persons identifying chapter deficiencies shall make a full report of the matter to the college district director.
2. The college district director shall then make any such additional investigation as she shall deem advisable, notify the director of college chapters of her findings, and suggest appropriate action.
3. The college district director, after having obtained approval from the director of college chapters, shall send to the chapter, by email, a notice that identifies the chapter deficiencies with a request that the chapter develop an action plan to remove and correct the same within a specified period of time.
4. Copies of the notice shall be sent to the advisory board chairman, the college chapter president, the director of college chapters, and the executive director.
5. Within two weeks of receiving the notice, the chapter shall send to the college district director an action plan to remove and correct the deficiencies. Copies of the action plan shall be sent to the advisory board chairman and the director of college chapters.
6. The college district director may approve the chapter's action plan or request additional items to be included to remove and correct the deficiencies.
7. The college district director shall determine at the end of the stated period whether the chapter has corrected the deficiencies and, if they have not been corrected, may, with the approval of the director of college chapters, extend the term of the notice for an additional stated period, may place the chapter on probation, or may recommend to the director of college chapters that a membership limitation be imposed or the chapter charter be withdrawn.
8. The college district director, in discharging her responsibilities under this section, shall consult with and obtain guidance and direction from relevant committee(s). After the college district director makes a determination regarding the existence of chapter deficiencies and receives from the chapter an action plan, she then may consult with and obtain guidance and direction from relevant committee(s) in the implementation of that plan.

D. Penalties and Procedure

Discipline of a college chapter shall be by probation, membership limitation, chapter charter review, or withdrawal of charter.

1. Probation

Probation shall involve the suspension of specified privileges granted to chapters until the standards prescribed in each particular case have been attained.

a. Automatic probation

A chapter shall be placed on automatic probation for failure to meet financial obligations.

b. Discretionary probation

In cases involving risk prevention issues, the college district director may delegate any or all of her rights and responsibilities of investigation to the risk prevention committee. After the college district director makes a determination regarding discipline and sets the terms thereof, she then may delegate to a member of the risk prevention committee any or all of her rights and responsibilities in the implementation of those disciplinary terms.

- (1) Probation shall be imposed by the college district director with prior approval from the director of college chapters.
- (2) The college district director shall set the terms of probation and shall notify the chapter, the advisory board chairman, the director of college chapters, and the executive director of the exact privileges withdrawn and the duration of the probation.
- (3) Probation may be ended by the officer imposing the probation with the approval of the college district director, in consultation with the director of college chapters, whenever the terms of probation have been met.
- (4) The college district director, in discharging her responsibilities under this section, shall also consult with and obtain guidance and direction from relevant committee(s) in the implementation of those discretionary terms.

2. Membership Limitation

Membership limitation may involve a limitation on the number of new members a chapter may take in the following year and may include assigning authority for membership selection to the college district director in consultation with the recruitment and Panhellenic district director.

a. A membership limitation may be imposed upon the chapter by the college district director following consultation with the director of college chapters and the recruitment committee chairman.

b. A membership limitation may be removed at the discretion of the college district director following consultation with the director of college chapters.

3. Chapter Charter Review

The college district director, after consultation with the director of college chapters, may initiate a chapter charter review. During this review period, the chapter shall be under the control and direction of the college district director. After the chapter charter review has been completed, and after the director of college chapters has been notified, the college district director may either return the chapter to good standing, place the chapter on notice or probation, or recommend the withdrawal of the chapter's charter.

4. Withdrawal of Charter

A college chapter charter may be withdrawn for cause as provided in these laws where there has been deterioration of the chapter to the extent that it is unwilling or unable to fulfill the standards of the Fraternity, where conditions do not justify the leniency of probation, or where the chapter has failed to correct its deficiencies and to meet the terms of probation.

- a. The director of college chapters shall give a full report with her recommendation to Grand Council if, in the opinion of the college district director or the director of college chapters, the circumstances warrant consideration of the withdrawal of the chapter charter.
- b. Grand Council shall withdraw the charter in accordance with these laws, or,
- c. Grand Council may direct the imposition or extension of probation or membership limitation for such period and under such terms as it shall consider necessary.

SECTION 14. NOT IN GOOD STANDING

A college chapter under probation, subject to membership limitation or whose charter is under review or suspension pursuant to Article IV, Section 12, shall not be in good standing and shall not be entitled to vote at Grand Convention.

SECTION 15. DISESTABLISHMENT AND RE-ESTABLISHMENT OF COLLEGE CHAPTERS

A. Liquidation of Chapter Assets

In the event of the disestablishment of the college chapter for the benefit of which the chapter facility corporation was formed, whether such disestablishment shall result from the surrender or withdrawal of the college chapter charter, the following procedure shall be followed:

1. Cash Assets and Real Property
 - a. Any cash assets remaining after all chapter debts have been paid shall be transferred to the chapter facility corporation, which shall pay any remaining chapter facility corporation debts and shall transfer any excess cash assets to the Fraternity.
 - b. Any real property held by a chapter facility corporation for the benefit of a college chapter shall be sold by the chapter facility corporation, and any cash proceeds remaining after all expenses of the sale have been paid shall be transferred to the Fraternity, except that in unusual circumstances, real property may, at the request of Grand Council, be transferred to the Fraternity or such entity as designated by Grand Council.

- (1) The Fraternity shall charge a reasonable administrative fee for managing any such property, which fee shall be deducted from any income generated by the property or from the proceeds of any sale.
 - (2) After deducting administrative fees and other expenses, the Fraternity shall apply any remaining income from the property to any outstanding amount due to the chapter loan fund.
 2. Personal Property
The Fraternity paraphernalia and other personal property of a disestablished chapter shall be referred by inventory to the executive director who shall determine the disposition of inventory items among college chapters.
 3. The provisions of subsections 1 and 2 of this section shall be incorporated in the articles of incorporation of each existing and newly formed chapter facility corporation.
- B. Re-establishment of a College Chapter
1. Should a disestablished college chapter thereafter become re-established within twenty (20) years from the date of disestablishment, the Fraternity shall make funds available to any chapter facility corporation formed for the benefit of such chapter an amount equal to the net cash amount received upon the dissolution of the previous chapter facility corporation and the sale of any chapter property, if any. The amount made available to any such newly formed chapter facility corporation shall also include interest equal to the interest received by the Fraternity on its investments for the period of time during which it held the funds, less any administrative fees and other expenses as provided in these laws.
 2. Should a disestablished college chapter not be re-established within twenty (20) years from the date of disestablishment, any cash assets transferred to the Fraternity and the net proceeds from any sale of real property held by the Fraternity shall be added to the chapter loan fund.
 3. In the event a chapter is disestablished and has net assets of \$25,000 or less, the net assets shall be transferred immediately upon disestablishment of the chapter to the chapter loan fund.
 4. In the event a disestablished chapter becomes re-established any time after twenty (20) years from the date of disestablishment, Grand Council, through its authority under Article VI, Section 1, A, 3, e and f of the Constitution, may choose to make available to the new chapter facility corporation the net amount of the assets transferred to the chapter loan fund pursuant to this article of the Bylaws.

ARTICLE V - ALUMNAE CHAPTERS

SECTION 1. INSTALLATION OF ALUMNAE CHAPTERS

Alumnae chapters shall be installed in accordance with the official ritual of the Fraternity and the rules and procedures as prescribed by Grand Council.

SECTION 2. STANDARD REQUIREMENTS

To maintain its charter, each alumnae chapter of the Fraternity shall:

- A. Maintain a minimum active membership of 10 members in good standing;
- B. Meet all financial obligations to the Fraternity, including collection of the alumnae per capita fee from its members and submission of those fees to the Fraternity;
- C. Hold a minimum of three meetings a year, one of which shall include a Founders Day celebration;
- D. Make an annual contribution to the Kappa Alpha Theta Foundation, a portion of which must be unrestricted;
- E. Collect for the Friendship Fund and remit such funds to the Fraternity;
- F. File chapter bylaws and all required reports with the designated Fraternity officers when due; and
- G. Conform to the laws of the Fraternity, including all rules and standards for chapter operation established by Grand Council.

SECTION 3. OFFICERS

The officers of each alumnae chapter shall be the president, secretary, treasurer, and such other officers as may be provided for in the chapter bylaws. The qualifications, manner of election, term of office and duties of such officers shall be set forth in the chapter bylaws or prescribed by Grand Council.

SECTION 4. BYLAWS

A. Adoption of Bylaws

Each alumnae chapter shall adopt bylaws which will provide for the management of the chapter and the proper performance of the duties and responsibilities of the chapter. All chapter bylaws must conform with the provisions which follow:

1. The bylaws shall contain such provisions as Grand Council shall direct;
2. The bylaws prior to adoption shall be reviewed by a member of the alumnae committee; and
3. The bylaws of each alumnae chapter, after approval and adoption, shall be filed with Fraternity headquarters.

B. Review and Amendment

Chapter bylaws and proposed amendments shall be submitted to a member of the alumnae committee for review at least once every four (4) years.

1. Each alumnae chapter following each Grand Convention shall be responsible for bringing its bylaws into conformity with the *Constitution* and *Bylaws* of the Fraternity. Such amendments do not require the vote of the members of the alumnae chapter.
2. A proposed amendment to the bylaws shall be submitted to and require approval of a member of the alumnae committee.
3. The approved bylaws and amendments of each alumnae chapter shall be filed with Fraternity headquarters.

SECTION 5. GENERAL

The business and affairs of alumnae chapters shall be under the ultimate supervision and control of Grand Council. Chapters shall manage and conduct their business in conformity with such rules and standards as Grand Council shall establish. Only initiated members of Kappa Alpha Theta shall be present at ritual ceremonies.

ARTICLE VI - CHAPTER FACILITY CORPORATIONS

SECTION 1. GENERAL STATUS

Chapter facility corporations are affiliated and subordinate units of Kappa Alpha Theta Fraternity, a corporation, and at all times shall be subject to the jurisdiction of the Grand Council of Kappa Alpha Theta Fraternity, a corporation, and shall be subject to and governed by its *Constitution and Bylaws*.

SECTION 2. ORGANIZATION

Each chapter facility corporation shall be organized under the laws of the state or province in which the chapter is located, under the supervision of the executive director. The articles of incorporation or charter and the bylaws or code of regulations of each existing and newly organized facility corporation shall contain such provisions and follow such forms as may be prescribed by Grand Council in accordance with these laws.

SECTION 3. MEMBERSHIP

Subject to the second paragraph of this section, members of a facility corporation shall be limited to members of Kappa Alpha Theta in good standing and shall include:

- A. All alumnae who were duly initiated or affiliated by that chapter and who have paid in full the facility fee required of such members of the chapter;
- B. All current members of Grand Council;
- C. Members of the college chapter as set forth in the bylaws of each facility corporation; and
- D. Other alumnae who meet the qualifications of membership set forth in the articles or bylaws of each facility corporation and whose names and addresses are recorded in the list of members maintained by such facility corporation.

When an alternative membership structure is determined to be in the best interests of a facility corporation and the chapter, a facility corporation may, with the written approval of the executive director and the Fraternity president, adopt new or amended governing documents designating the members of the Grand Council, the Fraternity, and/or a subsidiary of the Fraternity as the voting member(s) of the facility corporation.

SECTION 4. BOARD OF DIRECTORS

- A. Each chapter facility corporation shall have a board of directors, which shall include the finance advisor and the facility management advisor of the college chapter.
- B. The college chapter shall be represented on the board of directors of its facility corporation by the current president, vice president finance, and facility management director.
- C. Members of Grand Council, standing committee chairmen and district directors while in office shall not serve on facility corporation boards.

SECTION 5. RECORDS AND REPORTS

Each existing and newly organized chapter facility corporation shall annually send to the executive director one (1) copy of:

- A. The articles of incorporation or charter and any amendments thereto;
- B. The bylaws and any amendments thereto;
- C. The minutes of each annual and special meeting of the facility corporation;
- D. A list of facility corporation officers after each annual election;
- E. The chapter-corporation agreement each year;
- F. An annual financial report prepared according to procedures approved by the Fraternity Housing Corporation president; and
- G. Regular budget reports and financial statements as the Fraternity Housing Corporation president shall direct.

SECTION 6. ACTIONS REQUIRING APPROVAL

- A. Building or Remodeling of Property
 - 1. The facility corporation shall obtain the written approval of the executive director and the president of the Fraternity Housing Corporation before any facility corporation shall undertake the building, remodeling, or improvement of any chapter facility.
 - 2. The facility corporation shall obtain the written approval of the executive director and the president of the Fraternity Housing Corporation for the proposed method of financing such a building, remodeling, or improvement project.

- B. Buying, Selling, Refinancing Property or Borrowing Money
The facility corporation shall obtain the written approval of the executive director and the president of the Fraternity Housing Corporation before the corporation may:
 1. Purchase, sell, or convey any real or personal property;
 2. Refinance any indebtedness incurred by the corporation; or
 3. Borrow money for any reason.

- C. Soliciting Alumnae
The facility corporation shall obtain the written approval of the executive director of the Fraternity Housing Corporation before any communication soliciting financial assistance is sent to alumnae.

SECTION 7. PROPERTY RIGHTS

- A. Member and Corporation Responsibility and Authority
No member of the Fraternity or any member, director or officer of any chapter facility corporation shall, by virtue of such membership or office, have any right, title or interest in or to any property of any kind owned by the chapter facility corporation, or used by it in connection with the performance of its functions, nor in or to any income or other funds received by it.

- B. Unauthorized Disposal of Corporate Assets
 1. In the event of the disestablishment of a chapter and the disposal of corporate assets in any manner other than that specified in this section, the officers and members of that facility corporation board of directors voting for and effecting such unauthorized disposition or corporate assets shall automatically forfeit their membership in Kappa Alpha Theta Fraternity.

 2. This provision shall be self-executing, and these officers and board members shall not have the privilege of a hearing before Grand Council.

SECTION 8. FINANCIAL MANAGEMENT

The financial affairs of each chapter facility corporation shall be managed and conducted in accordance with such rules and standards as Grand Council shall periodically establish.

In the event that Grand Council determines that a chapter facility corporation has failed to conduct its activities pursuant to such rules and standards, Grand Council may require that some or all of the corporation's assets be subject to a management contract with or transferred to the Fraternity or such entity as designated by Grand Council for the purposes of managing those assets for the benefit of the corporation's members.

SECTION 9. DISCIPLINE

Chapter facility corporation members and officers who fail to observe the requirements of these laws or the policies and procedures established by Grand Council for the management of chapter facility corporations shall be subject to discipline as alumnae members of the Fraternity.

ARTICLE VII - FINANCE AND FUNDS

SECTION 1. FRATERNITY FUNDS

The financial affairs of the Fraternity shall be administered under the direction and control of Grand Council. Permanent funds for special purposes shall be those established by Grand Convention and named in these laws.

SECTION 2. FEES AND DUES

A. College Fees

1. Initiation Fee

The initiation fee for college members shall be as set forth in the *College Chapter Handbook*. Any change to the initiation fee requires ratification by the delegates at Grand Convention.

- a. Payments to the college chapter by the members shall be in accordance with a schedule to be developed by each college chapter, but payment to the college chapter must be completed by the end of the academic year in which the woman is initiated.
- b. The college chapter shall be responsible to the Fraternity for the payment of the initiation fees of its members and shall remit such fees to the central office in accordance with a schedule to be determined by Grand Council. Chapters with unusual circumstances may petition the executive director for special consideration in payment to the Fraternity.

2. Per Capita Fee

- a. Each initiated active college chapter member shall pay an annual per capita fee as set forth in the *College Chapter Handbook*. Members whose inactive petitions are approved at the first chapter meeting after the opening of the fall term shall be exempt from the payment of such fees. Any change to the per capita fee requires ratification by the delegates at Grand Convention.
- b. Each college chapter shall collect the per capita fees from its active members and shall remit such fees to central office in accordance with a schedule to be determined by Grand Council.

3. Facility Fees

- a. A minimum facility fee, established by the Fraternity Housing Corporation, shall be paid by each member of each college chapter. The president of the Fraternity Housing Corporation shall have the authority to waive the minimum fee upon request from the chapter.
- b. The board of directors of the chapter facility corporation or, in the absence of the chapter facility corporation, the president of the Fraternity Housing Corporation shall set the amount of the facility fee and shall determine the schedule of payments for new members, affiliated members, and members of the chapter.
- c. There shall be no refund of facility fee payments.

4. Convention Fee
Each college chapter shall pay a Convention fee based on chapter size and financial resources. The total amount of the college chapter Convention fee shall not exceed one-half (1/2) the total estimated cost of all delegates to the next Grand Convention as determined by Grand Council.
 5. Assessments
Special assessments shall not be levied on college chapter members unless permission is obtained from Grand Council.
- B. Alumnae Fees
1. Initiation Fee
The initiation fee for alumnae members shall be equal to the college initiation fee, payable prior to initiation.
 2. Alumnae Per Capita Fee
 - a. Each alumna member shall pay an annual alumnae per capita fee to the Fraternity through her alumnae chapter. An alumna member who is not a member of a local alumnae chapter shall be asked to pay a voluntary annual fee to the Fraternity. The per capita fee schedule determined by Grand Council shall be set forth in the *Alumnae Chapter Handbook* and published by the Fraternity. Change to the per capita fee schedule is subject to ratification by the delegates at Grand Convention.
 - b. Alumnae fees to the Fraternity shall be collected in accordance with procedures established by Grand Council.
- C. Installation Fee
The installation fee to be paid by each member of a college chapter at the time such chapter is installed or re-established and by each alumna of the chapter as may be initiated at that time shall be as set forth in the *College Chapter Handbook*. Any change to the installation fee requires ratification by the delegates at Grand Convention. The Fraternity shall provide a standard badge for each college member.

SECTION 3. FINANCIAL ADMINISTRATION

- A. Grand Council
Grand Council shall have general supervision and control over the financial policy and affairs of the Fraternity.
- B. Executive Director
The executive director shall exercise, in respect to the financial affairs of the Fraternity, all of the responsibilities and authority specified in these laws.
- C. Custody of Funds
All funds of the Fraternity shall be under the immediate control of Grand Council and the executive director.

D. Loans

1. Chapter Facility Corporation Loans

The Fraternity may make loans to chapter facility corporations in such amounts, for such purposes and upon such terms and conditions as Grand Council shall determine.

2. Other Loans

The Fraternity may make loans and grants for scholarship or counseling purposes to members in such amounts and upon such terms and conditions as Grand Council shall determine. Such loans and grants shall be made from special funds provided for these purposes.

E. Bonding and Other Insurance

1. Bonding

The Fraternity shall purchase insurance in the form of a blanket bond in such amount as may be determined by Grand Council for the purpose of bonding the members of Grand Council, the executive director, every individual who handles college chapter or chapter facility corporation funds and such other persons as may be designated by Grand Council.

2. Expense of Bonding

The expense of bonding college chapter and chapter facility corporation officers shall be paid by the college chapter and chapter facility corporations, respectively.

3. Other Insurance

The Fraternity shall purchase or cause to be purchased such other insurance as Grand Council shall deem necessary for the proper protection of the Fraternity, its property, the members of Grand Council, the international officers, district officers and other official personnel of the Fraternity.

F. Budgets

The Fraternity shall operate under a budget approved by Grand Council. College chapters shall operate under budgets prepared by them and approved in accordance with the rules and standards established by Grand Council. Chapter facility corporations shall operate under budgets prepared by them and approved in accordance with the rules and standards established by the Fraternity Housing Corporation.

G. Audits

1. Fraternity Audits

The financial affairs of the Fraternity shall be audited not less frequently than annually by a firm of certified public accountants, to be designated by Grand Council.

2. College Chapter Audits

College chapters shall follow a uniform system of accounting as specified by Grand Council and submit audits as required.

3. Chapter Facility Corporations Audits

Chapter facility corporations shall follow a uniform system of accounting as specified by the Fraternity Housing Corporation and submit audits as required.

H. Indemnification of Officers

The Fraternity shall indemnify and hold harmless the members of Grand Council, international and district officers and other official personnel of the Fraternity, and each of them, from any and all loss, cost, expense and attorney's fees, exclusive of damages for personal injuries, which may be incurred by them or any one or more of them in connection with or as a result of the performance of their duties on behalf of the Fraternity.

I. Fiscal Year

The Fraternity fiscal year is July 1 through June 30.

J. Restrictions on Investments

In making investments on behalf of the Fraternity, the Fraternity investment committee shall exercise the judgment and care that, under the circumstances, persons of prudence, discretion, and intelligence exercise in the management of their own affairs.

SECTION 4. GENERAL TREASURY FUND

A. Funding

The general treasury fund shall consist of the dues and fees received by the Fraternity and all other revenues of the Fraternity, except those specifically allocated to one of the other funds of the Fraternity.

B. Investment Income

Net investment income from the general treasury fund shall be added to the principal of the chapter loan fund, the student loan fund, the leadership training fund, or to the general treasury fund.

C. Payment of Expenses

The following expenses shall be paid out of the general treasury fund:

1. Routine Expenses of Administration

- a. The expenses of operation of the central office and the salaries and pensions, if any, of the staff officers and other employees of the central office;
- b. The expense incurred for stationery, postage and supplies, for authorized secretarial and clerical help and for authorized travel of members of Grand Council, district officers, the National Panhellenic Conference delegate, and such other persons as Grand Council may designate;
- c. The expenses entailed by Grand Council meetings, committee meetings, and other general Fraternity meetings;
- d. The expenses entailed by visits of inspection to petitioning local groups; the cost of investigation of fields for extension and any part of installation expenses in excess of installation income; and
- e. Other expenses of administration and operation as Grand Council shall authorize for the benefit of the Fraternity.

2. Grand Convention Expenses
 - a. The full Convention expenses of members of Grand Council, the executive director, standing committee chairmen, voting delegates, and such other persons as Grand Council shall designate;
 - b. The expenses of each chapter delegate to Grand Convention for roundtrip fare and hotel bills during Convention. The mode of transportation shall be by the best available transportation, as determined by Grand Council. An amount equivalent to the cost of such transportation may be paid to each chapter delegate; and
 - c. The expenses entailed by Grand Convention and the honorarium and authorized expenses of speakers.

3. Publications

- a. The expenses incurred in the publication of the Fraternity magazine; and
- b. The expenses incurred in publishing the *Kappa Alpha Theta Bulletin* and all other publications authorized by Grand Council. Estimates of the cost of any publication must be approved by the executive director before contracts are closed.

D. Other

The general treasury fund shall not pay any expense incurred in the operation of any special fund of the Fraternity. Such expenses shall be paid from the fund incurring the expense.

E. Permanent Appropriations

Upon recommendation of Grand Council, Grand Convention may make permanent appropriations from the general treasury fund.

SECTION 5. SPECIAL FUNDS

A. Chapter Loan Fund

The chapter loan fund shall make loans to chapter facility corporations. The principal of the fund not currently required for this purpose shall be invested. Net income from the fund shall be added to the principal of the chapter loan fund, the student loan fund, the leadership training fund, and/or the general treasury fund.

B. Student Loan Fund

The student loan fund shall make loans and grants for the completion of studies to members of the Fraternity who meet the requirements. The principal of the fund not currently required for student loans and grants shall be loaned to chapter facility corporations or invested. Net income from the fund shall be added to the principal of the student loan fund, the chapter loan fund, the leadership training fund, and/or the general treasury fund. The student loan fund may receive voluntary contributions from college and alumnae chapters, individual members of the Fraternity and other donors.

- C. Friendship Fund
The Friendship Fund shall make gifts or loans to members of the Fraternity faced with difficult conditions and needing the friendly help of their Fraternity sisters. The principal of the fund not currently required for this purpose shall be invested. Net income from the fund shall be added to the principal. This fund shall receive collections from Founders Day celebrations and may receive voluntary contributions.

- D. Leadership Training Fund
The leadership training fund shall be used to educate and train the officers and members of the Fraternity and for such other educational purposes as needed. The principal of the fund not currently required for this purpose shall be invested. Net income from the fund shall be added to the principal of the leadership training fund, the chapter loan fund, and/or the student loan fund. This fund may receive voluntary contributions.

- E. Loyally in Theta Fund
The loyally in Theta fund shall consist of monies received from voluntary contributions from college chapters, alumnae chapters, individual members of the Fraternity and other donors. The fund shall be used for capital and other special projects. The principal of the fund not currently required for this purpose shall be invested. Net income from the fund shall be added to the principal.

- F. Restrictions on Investments
In making investments on behalf of the Fraternity, the Fraternity investment committee shall exercise the judgment and care that, under the circumstances, persons of prudence, discretion, and intelligence exercise in the management of their own affairs.

ARTICLE VIII - PUBLICATIONS AND INTELLECTUAL PROPERTY

SECTION 1. THE *RITUAL BOOK*

The *Ritual Book* shall contain all secret enactments and provisions of the Fraternity. Distribution of copies of the *Ritual Book* shall be controlled by the executive director in accordance with the directions of Grand Council.

SECTION 2. MAGAZINE

The magazine of the Fraternity shall be called the *Kappa Alpha Theta Magazine* and shall be published four (4) times a year.

SECTION 3. BULLETIN

The *Kappa Alpha Theta Bulletin* shall be the official medium for notices and reports of a private nature within the Fraternity and shall be published at least two (2) times a year.

SECTION 4. OTHER PUBLICATIONS

Manuals, handbooks, and other publications which Grand Council may deem necessary shall be published under the direction of Grand Council.

SECTION 5. INTELLECTUAL PROPERTY

Grand Council may authorize the development of intellectual property for the Fraternity and has the final authority regarding the approval of the use of the Fraternity's trademarks, copyrights, licenses, and other intellectual property of the Fraternity.

SECTION 6. ELECTRONIC MEDIA

New members and members shall refrain from using the name "Kappa Alpha Theta" or any name meant to refer to the Fraternity or any of its entities or its membership in any content, pictures, or graphics used in any electronic media that are offensive, that reflect poorly on Kappa Alpha Theta, or that are inconsistent with the laws and customs of the Fraternity.

ARTICLE IX - PANHELLENIC

The Fraternity, as a member of the National Panhellenic Conference, shall abide by and honor the UNANIMOUS AGREEMENTS, as the same may be adopted from time to time by the National Panhellenic Conference, including but not limited to The Panhellenic Creed, The Jurisdiction of Panhellenic Associations, The Panhellenic Compact, Standards of Ethical Conduct, Agreement on Extension, College Panhellenic Association Agreement, College Panhellenic Association Judicial Procedure, Agreement on Questionnaires, and the NPC Declaration of Freedom.

Members and chapters of the Fraternity shall uphold the UNANIMOUS AGREEMENTS and shall cooperate in all possible ways with other National Panhellenic Conference members to develop cordial and mutually beneficial Panhellenic relationships.

ARTICLE X - AMENDMENT AND INTERPRETATION

SECTION 1. PROCEDURE FOR AMENDMENT BY GRAND CONVENTION WITH NOTICE

- A. These Bylaws may be amended by the majority vote of the delegates at any Grand Convention.

- B. Amendments may be proposed by any Grand Convention delegate. **2/5/2022**
 1. Any proposed amendment shall be submitted in writing to the executive director on or before December 1, immediately preceding the Grand Convention.
 2. The proposed amendment shall then be considered by Grand Council.
 3. The proposed amendment and the report and recommendations of Grand Council shall be distributed at least eight (8) weeks prior to Grand Convention to each known delegate and to each college and alumnae chapter and shall be made available to members of the Fraternity.

SECTION 2. PROCEDURE FOR AMENDMENT BY GRAND CONVENTION WITHOUT NOTICE

Amendments to these Bylaws of which notice has not been given shall be submitted to Grand Convention if a resolution proposing such consideration is:

- A. Approved by a majority of the members of Grand Council and
- B. Approved by the vote of two-thirds (2/3) of the delegates.

SECTION 3. AMENDMENT BY GRAND COUNCIL

- A. Amendments to these Bylaws, except any amendment affecting the amounts of general Fraternity fees and dues, may be adopted by the vote of a three-fourths (3/4) majority of Grand Council.
- B. Amendments so adopted shall be valid and binding upon all members of the Fraternity from the time of their adoption.
 - 1. Such amendments shall be placed before the next Grand Convention for ratification in whole or in part by the majority vote of the delegates.
 - 2. Failure to ratify such amendments shall work rescission of any amendment adopted by Grand Council.

SECTION 4. INTERPRETATION

- A. These Bylaws shall be governed by, construed, and enforced in accordance with the internal laws of the State of Indiana without giving effect to the choice-of-law or conflict-of-laws principles of the state or province.
- B. Grand Council shall have the authority to interpret the meaning or effect of any provision of these Bylaws. The written opinion of Grand Council concerning a provision in question shall be final and binding upon all members of the Fraternity.

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KAPPA ALPHA THETA

8740 Founders Road | Indianapolis, IN 46268

317.876.1870

kappaalphatheta.org

EXHIBIT 2

KAPPA ALPHA THETA

Room Rental License

KAPPA ALPHA THETA FRATERNITY (the "FRATERNITY")

At Southern Methodist University (the "University/College"), Beta Sigma (Chapter)

Chapter Facility Room and Board License

Academic Year 2022-2023

This ROOM RENTAL License ("License") is entered into by and between the Beta Sigma Chapter of the FRATERNITY (the "Chapter"), acting herein by and through a duly authorized Advisory Board Chairman (herein referred to as "LICENSOR") and _____, a member of the Chapter (herein referred to as "LICENSEE") and the undersigned parent(s) or guardian(s) of LICENSEE (hereinafter referred to as "PARENT(S)") for a room in the Beta Sigma Chapter Facility located at 3108 University Boulevard, Dallas, Texas 75205 (the "Chapter Facility"), subject to the following terms and conditions:

In consideration of their mutual covenants and conditions stated below, the parties agree as follows:

1. TERM. LICENSEE hereby contracts for housing in the Chapter Facility for the academic year 2022-2023, commencing on August 20, 2022 (the "Commencement Date") and terminating on May 10, 2023 (the "Termination Date"; the period inclusive of the Commencement Date though the Termination Date is hereinafter referred to as the "Academic Year"). It is understood that this housing is engaged for the entire Academic Year subject to closing of the Chapter Facility in conformity with official holidays and recesses announced by the University/College (each a "Break Period"; collectively, the "Break Periods"). LICENSEE also hereby contracts for the full board program for the Academic Year.

2. PREMISES. Upon payment of all sums due pursuant to this License, LICENSEE shall have the right to occupy a room in the Chapter Facility, and shall have the right to the use of the furnishings, fixtures, and the common areas of the Chapter Facility, so long as LICENSEE fully performs her obligations pursuant to this License. LICENSEE understands that LICENSEE may be required to share a room with one or more other licensee(s), as assigned by LICENSOR, and that LICENSOR has the right to reassign LICENSEE's room assignment at all times during the term of this License. LICENSEE, LICENSOR and PARENT(S) each acknowledges and agrees that the parties do not intend this License to create a landlord-tenant relationship, but rather to create a contractual relationship permitting LICENSEE to reside in the House subject to the terms of this License.

3. LICENSE FEE. LICENSEE and PARENT(S) shall be, jointly and severally, responsible for payment to LICENSOR of the sum of \$3,007.10 (Three thousand seven and 10/100 dollars) per month semester (the "License Fee Installment") for an aggregate sum of \$6014.20 (Six thousand fourteen and 20/100 dollars) (the "Aggregate License Fee") for the Academic Year. Said License Fee Installment is due and payable upon receipt by LICENSEE of a statement.

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4. **BOARD.** While living in the Chapter Facility, LICENSEE is required to board at the Chapter Facility. LICENSEE and PARENT(S) shall be, jointly and severally, responsible for payment to LICENSOR of the sum of \$4,003.65 (Four thousand three and 65/100 dollars) per semester (the "Board Fee Installment") for an aggregate sum of \$8,007.30 (eight thousand seven and 30/100 dollars) (the "Aggregate Board Fee") for the Academic Year. Said Board Fee Installment is due and payable upon receipt by LICENSEE of a statement.

Except as expressly provided in this License, the Aggregate License Fee and the Aggregate Board Fee shall be payable for the entire academic year to which this License applies notwithstanding the fact that LICENSEE ceases to reside in the Chapter Facility for any reason, including, but not limited to, the termination of LICENSEE's right to reside at the Chapter Facility pursuant to the following paragraph 15 of this License or LICENSEE being academically ineligible to enroll in, or withdrawing from, the University/College for any semester/quarter. Except as expressly provided otherwise in this License, no part of the charges due under this License will be rebated for any reason, including, but not limited to, missed meals.

5. **OTHER FEES.** The fees stated in paragraphs 3 and 4 are for room and board only. LICENSEE shall pay any special charges that the LICENSOR determines are reasonably necessary to impose. Payment shall be due thirty (30) days after written notice to the LICENSEE of the imposition of such charges.

FRATERNITY dues and fees are the subject of a separate contract between LICENSEE and the Chapter and are not addressed in this License.

6. **DEFAULT OF PAYMENT.** FULL PAYMENT OF LICENSE FEE AND BOARD INSTALLMENTS ARE DUE UPON RECEIPT BY LICENSEE OF A STATEMENT FOR SUCH CHARGES. If LICENSEE fails to pay for any charges due and payable under this License then, in accordance with Article I, Section 8.A.2.a(1) of the FRATERNITY Bylaws, the member will be placed on automatic financial probation which may lead to termination of membership. Further, LICENSOR shall have the right:

- a. To declare the entire amount of unpaid rent and/or board immediately due and payable without notice or demand of LICENSEE.
- b. To terminate this License; and/or
- c. To pursue any and all other remedies at law or equity, including, but not limited to, monetary damages for any remaining rent or board charges owing for the terms of this License.

7. **DEPOSIT.** Concurrently with the execution of this License by LICENSEE and PARENT(S), LICENSEE shall pay to LICENSOR a deposit of (not less than one month rent) \$745.00 (seven hundred forty-five and 00/100 dollars) as security for LICENSEE'S performance of her obligations under this License. Subject to compliance with applicable law, LICENSOR may apply this deposit to pay any amounts due to LICENSOR hereunder and/or as compensation for any loss, damage, cost or expense LICENSOR incurs because of any breach of this License by LICENSEE, including, but not limited to, (a) unpaid rent and board and other amounts owed to the Chapter or the Fraternity; (b) costs of cleaning, repair, replacement or damage to LICENSEE'S room, regular wear and tear from proper use excepted, (c) costs of repairing damage to the Chapter Facility caused in whole or in part by LICENSEE or her guests, (d) costs of repairing damaged common areas of the Chapter Facility (unless that liability is acknowledged by one or more other members in which

KAPPA ALPHA THETA

case LICENSEE shall be liable for such costs to the extent responsible for such damage), (e) costs, including reasonable attorneys' fees, of collecting amounts owed under this License and (f) costs, including reasonable attorneys' fees, of ejecting LICENSEE if she is in breach of this License. If any portion of the deposit is applied, LICENSEE shall replace or replenish that portion within ten (10) days of written notice by the LICENSOR. Unless otherwise required by applicable law, LICENSEE will not be paid interest on the deposit and the deposit may be commingled with other funds of LICENSOR. The balance of the deposit, after offset for obligations due by LICENSEE to LICENSOR, shall be refunded to LICENSEE when all terms of this License have been fulfilled.

8. TEMPORARY NON-RESIDENCE (TNR)

Notwithstanding the generality of paragraphs 3 and 4 above, if LICENSEE desires to be released from her obligations under this License for a semester of its term ("TNR Status") due to participation in a recognized educational program (for example, study abroad, internship, work-study or student teaching) (a "TNR" Program"), and provided that LICENSEE is not in default under this License, LICENSOR, at LICENSOR's sole discretion, may permit LICENSEE to enter TNR Status upon the PAYMENT OF A TNR FEE in the amount of \$3,007.10 (Three thousand seven and 10/100 dollars). TNR fee shall apply if LICENSEE cannot find another member of the FRATERNITY to assume the obligations of the License for the period during which she will not be in residence. LICENSEE is required to provide LICENSOR written notice of LICENSEE's intention to seek TNR status by (i) providing the information at items a and b below or (ii) providing written notice of her intention to request TNR status within seven (7) days of acceptance into the educational program which is the subject of her request. LICENSEE shall provide documentation to LICENSOR of LICENSEE's participation in a TNR program (an acceptance letter, a bill, etc.) to be considered for TNR status.

- a. Do you intend to request TNR status during the term of this License?
YES _____ NO MAYBE _____
- b. If so, which semester/quarter? _____

9. ASSIGNMENT OF LICENSE. The rights of LICENSEE under this License are personal to LICENSEE. LICENSEE shall not assign her interest under this License or sublet any portion of the Chapter Facility without the prior written consent of LICENSOR, which permission may or may not be provided in the sole discretion of LICENSOR. LICENSOR's consent to the assignment of or subletting under this License shall not release LICENSEE or PARENT(S) from any of the obligations of LICENSEE or PARENT(S) hereunder. This License is fully assignable at any time by LICENSOR.

10. LICENSEE TO INDEMNIFY AND HOLD HARMLESS. LICENSEE acknowledges and agrees that, with regard to the use or occupancy of the Chapter Facility and the personal property contained therein, whether owned by another licensee, LICENSOR, the Facility Corporation, or the Fraternity, she is responsible and liable for her personal actions and those of her guests, invitees and agents, including, but not limited to, negligent and intentional acts, errors or omissions or any breach of the terms of this License by any of them. LICENSEE and PARENT(S) hereby jointly and severally agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS LICENSOR, the Facility Corporation, the Fraternity, and each of their respective agents, officers, volunteers and employees for all claims, damages or losses (including legal expenses incurred in the defense of any claim) incurred by any of them and in any way connected with or arising out of the occupancy or use of the Chapter Facility by LICENSEE or her guests, invitees or agents.

KAPPA ALPHA THETA

11. INSURANCE. LICENSEE shall be responsible for insuring her personal property. FRATERNITY insurance policies do not cover the personal effects of LICENSEE. Any property kept by LICENSEE in or about the Chapter Facility shall be kept at LICENSEE'S sole risk. LICENSOR encourages LICENSEE to obtain insurance to protect her from sicknesses, injury, and loss or damage to property.

12. HOUSING REGULATIONS AND CONDITIONS. LICENSEE shall keep her room and its equipment and furnishings in good and clean condition and shall surrender the same upon vacating the room in substantially the same condition as received, reasonable wear and tear arising from proper use excepted. LICENSEE shall exercise reasonable care in the use of portions of the Chapter Facility other than her assigned room and will assure that no conduct by her or her guests damages those areas. LICENSEE shall vacate her room at the beginning of each Break Period at the hour designated by LICENSOR and within twenty-four (24) hours following her last final exam at the end of the Academic Year (except if the student is graduating from the University/College, in which case she shall vacate her room within twenty-four (24) hours following the University/College graduation ceremony. LICENSEE agrees to pay for the replacement cost of all keys, door locks and bolts in the event her keys to the room or other areas of the Chapter Facility are lost or stolen. Any personal property belonging to LICENSEE remaining in the Chapter Facility at the end of the Academic Year shall be deemed abandoned by LICENSEE and may be disposed of by LICENSOR at LICENSEE'S expense without any liability to LICENSOR. Furthermore, LICENSEE (a) shall observe all housing regulations imposed by the University/College and LICENSOR (including, but not limited to, those set forth in paragraph 13 below), (b) shall be an enrolled student at the University/College during each semester/quarter within the Academic Year and (c) shall be a member in good standing of the FRATERNITY during each semester/quarter within the Academic Year. LICENSOR has the right in its sole discretion, but not the obligation, to discuss with any parent or guardian of LICENSEE any facts, circumstances, or conduct of LICENSEE.

13. ADHERENCE TO RULES. LICENSEE agrees to abide by the rules and policies established by the Chapter, the Facility Corporation, the University/College, and the FRATERNITY as well as the ordinances and laws of the City and the State in which the Chapter Facility is located, and the United States of America. LICENSEE acknowledges that a copy of the Chapter Facility Rules, the Chapter-Corporation Agreement and the FRATERNITY Constitution and Bylaws are readily available on the premises. No member of the FRATERNITY - Beta Sigma Chapter will use or permit anyone else to use the Chapter Facility for any unlawful purposes. Furthermore, LICENSEE shall abide by all rules of LICENSOR, including, but not limited to, the rules listed below. LICENSEE agrees to enforce such rules with respect to her guests and will be responsible for their conduct.

- a. No smoking is permitted in the Chapter Facility, and no alcohol, illegal drugs, controlled substances, or firearms may be used in or brought into the Chapter Facility.
- b. No hanging shelves, building lofts, wallpaper or painting are permitted in LICENSEE'S room.
- c. LICENSEE shall not keep any pets or animals in the Chapter Facility, except as required by law.
- d. The Facility Director (as designated LICENSOR) shall not be requested to arrange for or move in or out anyone's personal belongings.
- e. No conduct violating any University/College regulation, or any law is permitted, including, but not limited to, hazing.

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- f. No conduct that disturbs others' enjoyment of the Chapter Facility or that could adversely affect the health, safety, or well-being of LICENSEE or of any other resident is permitted.
- g. In the event LICENSOR reasonably believes LICENSEE has a health condition that may affect her ability to reside in the Chapter Facility or that could adversely affect the well-being of other residents, upon request of LICENSOR or the Facility Corporation, LICENSEE will execute any consents necessary for LICENSOR or the Facility Corporation to consult LICENSEE's physician(s) or review her medical records consistent with applicable law. Based upon that review, LICENSOR or the Facility Corporation may temporarily suspend or terminate LICENSEE's right to reside in the Chapter Facility or take other appropriate action consistent with applicable law.

14. RIGHT OF INSPECTION. LICENSEE agrees that LICENSOR and/or the Facility Corporation (and/or their agents) may, and LICENSOR and the Facility Corporation (and/or their agents) reserve the right to, enter LICENSEE'S room without prior notice for the purpose of inspecting the room and its contents at any time and for any reason without prior knowledge or consent by LICENSEE or any legal authority. If requested, LICENSEE will cooperate with any search and will open any locking devices and remove any other impediments to such search.

15. LICENSEE BREACH; LICENSEE TO VACATE FACILITY. In the event LICENSEE breaches any covenant or obligation of this License, including, but not limited to, those set forth in paragraphs 12 and 13 above, LICENSOR, in addition to exercising any other right or remedy available to it hereunder or at law or in equity for LICENSEE'S breach, may, without terminating LICENSEE'S obligations hereunder, terminate LICENSEE'S room and board rights under this License upon seven (7) days written notice to LICENSEE. LICENSEE shall vacate her room within seven (7) days after she has received written notice from LICENSOR so terminating her right to room and board. The termination notice will be deemed received (i) three (3) days after it was sent by United States First Class certified mail to LICENSEE at her permanent/home address as stated below or (ii) when delivered and posted to LICENSEE'S room in the Chapter Facility. If reasonably necessary to protect the health, safety or welfare of any resident or LICENSOR's or the Facility Corporation's property, however, LICENSOR or the Facility Corporation may immediately suspend or terminate LICENSEE's right to reside in the Chapter Facility without prior written notice. In that event, written notice of the grounds for the suspension or termination will be provided to LICENSEE within forty-eight (48) hours of that immediate action. The Facility Corporation and LICENSOR shall be entitled to recover from LICENSEE or PARENT(S) any costs and attorneys' fees incurred as a result of LICENSEE'S breach of this License and in exercising its rights and remedies under this License'. The rights of LICENSOR or the Facility Corporation to terminate this License shall not be limited to circumstances that would support the suspension, termination or involuntary inactive status of a member of the FRATERNITY; nor shall the procedures and standards applicable to such a FRATERNITY suspension, termination or involuntary inactive status apply to termination on one or more of the grounds set forth in paragraphs 12 and 13 above.

16. TERMINATION OF LICENSE

- (a) Notwithstanding the generality of paragraphs 3 and 4 of this License, if LICENSEE shall graduate from the University/College at a time prior to the end of the Academic Year (e.g. after the fall semester), she shall vacate her room on the date of such graduation (the "Early Graduation Date") or on such date prior to or after the Early Graduation Date as is mutually agreed to advance in writing by LICENSOR and LICENSEE (the "Early Move Out

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Date”), and this License shall terminate as of the Early Move Out Date; provided that, under no circumstance shall the Early Move Out Date occur or be scheduled to occur more than five (5) days prior to or more than five (5) days after the Early Graduation Date (the “Acceptable Termination Period”). If LICENSOR and LICENSEE are unable to agree on a date occurring during the Acceptable Termination Period on which the Early Move Out Date shall occur, then the Early Move Out Date shall be deemed to be the day after the Early Graduation Date.

As used in this License “graduate” and “graduation” each means completion of all coursework and field experiences (including without limitation, internships and student teaching) by the LICENSEE such that LICENSEE receives or is eligible to receive a diploma and/or degree from the College/University on the Early Graduation Date. If the Licensee does not graduate as anticipated, then the License shall remain in effect.

- (b) Notwithstanding the generality of paragraphs 3 and 4 of this License, if LICENSEE withdraws from the University/College due to illness or other serious emergency beyond the control of LICENSEE, she may make a written request to LICENSOR for the early termination of this License, which LICENSOR may permit in LICENSOR's sole discretion.
- (c) Notwithstanding the generality of paragraphs 3 and 4 of this License, if LICENSEE is transferring from the University/College to another college or university, she may make a written request to LICENSOR for the early termination of this License, which LICENSOR may permit in LICENSOR's sole discretion.

Provided that LICENSEE is not in violation of any provision of this License, if LICENSOR permits LICENSEE to terminate this License pursuant to subparagraph 16(a), 16(b) or 16(c), then LICENSEE shall not be required to pay any charges not yet due and payable for the period from and after the date of termination of this License pursuant to subparagraph 16(a), 16(b) or 16(c) through the end of the Academic Year (the “Vacated Period”), and LICENSOR will refund prepayments, if any, of the License Fee Installments and Board Fee Installments and any other fees due under this License (except for the Security Deposit if LICENSEE terminates pursuant to subparagraph 16(c)) that are attributable to the Vacated Period.

Except as expressly stated in this paragraph 16 and paragraph 8 above (concerning TNR Status), LICENSEE shall not be entitled to terminate this License for any reason and shall be responsible for rent and board as provided in paragraphs 3 and 4 of this License.

17. APPLICABLE LAW. This License shall be governed and construed in accordance with the laws of the state in which the Chapter Facility is located. LICENSEE and PARENT(S) expressly agree that any action or proceeding relating to or arising out of this License may be brought in the courts of the county in which the Chapter Facility is located and consent to the jurisdiction of such courts.

18. NO WAIVER. Failure of LICENSOR to enforce all or any portion of this or any other FRATERNITY bylaw or policy against LICENSEE or/and PARENT(S) or any other licensee of said CHAPTER FACILITY or Chapter does not act as a waiver nor does it limit the ability of LICENSOR to enforce all the rights and privileges at any time under this License.

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19. CLOSING OF CHAPTER; ACTS OF NATURE. If the Chapter is disestablished or ceases to be recognized as a student organization by its host institution, this License shall, at the option of LICENSOR or the Facility Corporation, come to an end, except that those obligations incurred through the date of such event shall remain fully due and enforceable. If the Chapter Facility is determined by LICENSOR or the Facility Corporation to be uninhabitable for an extended period of time because of fire, explosion, construction, renovation or other circumstances, this License shall come to an end, except that those obligations incurred through the date of such event shall remain fully due and enforceable.

Provided that LICENSEE is not in violation of any provision of this License, if this License terminates pursuant to this paragraph 19, then LICENSEE shall not be required to pay any charges not yet due and payable for the period from and after the date of termination of this License pursuant to this paragraph 19 through the end of the Academic Year (the "Early Closure Period"), and LICENSOR will refund prepayments, if any, of the License Fee Installments and Board Fee Installments and any other fees due under this License that are attributable to the Early Closure Period.

20. ENFORCEMENT. Should a court determine that any provision of this License is unenforceable, all remaining provisions of this License remain in full force and effect.

21. MODIFICATION. This Instrument constitutes the entire License between LICENSOR and LICENSEE, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

22. HEADINGS. The headings used in this License are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof.

23. LEGAL ACTION. In the event legal action becomes necessary to enforce the terms of this License, LICENSEE agrees to pay all of the LICENSOR's reasonable attorney's fees, expenses, and costs, which the LICENSOR incurs in the event the LICENSOR employs an attorney to enforce the LICENSOR's rights hereunder. The parties also agree that the appropriate venue for any such action under the terms of this License shall be Dallas County, Texas.

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LICENSEE (MEMBER):

Signed: [Redacted]

Date: 02-19-2022

Printed: [Redacted]

Permanent/Home Address: [Redacted]

LICENSOR (ADVISORY BOARD CHAIRMAN):

Signed: Anne Besser

Date: May 25, 2022

Printed: Anne Besser

GUARANTY (PARENT(S) or GUARDIAN):

The undersigned does hereby unconditionally guaranty each and every obligation of LICENSEE under this License and agrees to be liable for all such obligations without LICENSOR first resorting to enforcement thereof against LICENSEE. This guaranty shall include the obligation to pay all legal fees and costs of LICENSOR incurred in enforcing this License.

Signed: [Redacted]

Date: 02/27/22

Printed: [Redacted]

Subscribed and acknowledged before me by [Redacted] the PARENT/GUARDIAN,

on the 27 day of 02, 2022 whom personally appeared before me and are personally known.

[Signature]

Notary Public

My commission expires: 3-17-25

Signed and Notarized Room Rental License and Deposit Check of \$745 made payable to Kappa Alpha Theta Beta Sigma Chapter due Monday, February 21, 2022.



EXHIBIT 3

KAPPA ALPHA THETA

kappaalphatheta.org ♦ 8740 Founders Road, Indianapolis, IN 46268 ♦ 317.876.8593

May 12, 2022

██████████ Beta Sigma Chapter
Via electronic mail

██████████,

This letter is to inform you that you are subject to discipline per Kappa Alpha Theta Bylaws, Article I, Section 8, D, 1 for the following causes:

- Conduct unbecoming a member of the Fraternity;
- Disloyalty to the Fraternity or the principle of fraternity; and
- Failure to abide by federal, state, province, or local laws and ordinances.

Specifically, you are being disciplined for your contributions to the harmful culture at Beta Sigma Chapter, your lack of intervention in problematic behavior, and your presence at/participation in illegal hazing activities.

You will be provided an opportunity to be heard by a Review Board (director of college chapters, college district director, and alumnae district director) via video call. You also have the option to voluntarily resign. Please submit confirmation of your decision via the link below:

<https://app.smartsheet.com/b/form/b292b508d3de42ab9b53f7d3ca2f8ce7>

Sincerely,

Rachelle Collins
College District Director IX

CC: Katharine Murphy, Director of Collegiate Services

EXHIBIT 4

KAPPA ALPHA THETA

kappaalphatheta.org ♦ 8740 Founders Road, Indianapolis, IN 46268 ♦ 317.876.8593

June 3, 2022

██████████
████████████████████
████████████████████

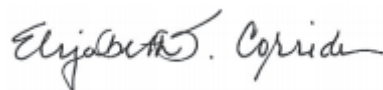
██████████,

This letter will serve as notification of the pending termination of your membership in Kappa Alpha Theta Fraternity. This action is being taken in accordance with the provisions of *Kappa Alpha Theta Fraternity Bylaws, Article I, Section 8, D*.

Your membership in Kappa Alpha Theta Fraternity will be terminated 30 days from the date on this letter, unless you choose to appeal the decision.* Grand Council's authority in the appeal process is to ensure that the Fraternity bylaws have been followed in the termination process. Therefore, your appeal must cite and be limited to Fraternity bylaws that were not followed and may include a brief narrative to support each claim. If your appeal fails to do so, it will not be considered, and your membership will be terminated. Please direct your written appeal to my attention via email attachment, fax, certified or USPS mail.

If we have not received your appeal by the deadline, you will have waived your right to the appeal process and your membership will be terminated at that time.

Sincerely,



Elizabeth S. Corridan
Executive Director

**Kappa Alpha Theta Fraternity Bylaws, Article I, Section 8, D, 3, c.*