

Proposed Amended and Restated Bylaws approved by the Board on June 8, 2021 and recommended to the Members showing changes from current Bylaws by strike through of text deleted and bold type showing text added. Bold text in [brackets] is explanatory and will not be in the Bylaws.

THE ROTARY CLUB OF ORLANDO, INC.

BYLAWS

2021 AMENDED AND RESTATED

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THE ROTARY CLUB OF ORLANDO, INC.

BYLAWS

2021 AMENDED AND RESTATED

ARTICLE I

DEFINITIONS

[Moved forward from Art. XXV]

As used in these Bylaws, unless the context otherwise clearly requires, the words in this article shall have the following meanings:

- A. Board: The Board of Directors of the Club.
- B. Bylaws: The Bylaws of the Club.
- C. Club: The Rotary Club of Orlando, Inc.
- D. **Constitution: The Constitution of the Club.**
- E. Director: A member of this Club's Board of Directors.
- F. **Foundation: Rotary Club of Orlando Foundation, Inc.**
- G. Member: A member, other than an honorary member, of the Club in good standing.
- H. RI: Rotary International.
- I. **Satellite Club (when applicable) A potential club whose members shall also be Members without voting rights of the Club.**
- J. **Quorum: The minimum number of participants who must be present when a vote is taken: one-third of the Club's Members for Club decisions and a majority of the Directors for Club Board decisions.**

ARTICLE II

GOVERNING BODY

SECTION 1. [former single paragraph now Section 1.]

CLUB. The governing body of the Club shall be the Board of Directors, elected in accordance with Article II, Sections 1 and of these Bylaws. The Club, pursuant to the requirements of the RI Constitution hereby accepts, ratifies, and agrees to be bound in all things, not contrary to the law, by, and shall faithfully observe the provisions of, the RI Constitution, as amended from time to time, the RI Bylaws, as amended from time to time, the 2021 Club Constitution, as amended from time to time, and these 2021 Amended and Restated Bylaws of the Club. The duties and responsibilities of a ~~director~~ **Director** are non-delegable and a ~~director~~ **Director** may not issue or provide a proxy to another ~~director, officer, or member~~ **Director, Officer, or Member** to vote on any matter, no ~~member, officer or director~~ **Director, Officer, or Member** may obligate or commit the Club to any project, activity, or endeavor without a resolution of the Board of Directors. **The Board has general authority over all Officers and Committees and, for good cause shown, may declare any office vacant.**

SECTION 2.

SATELLITE CLUB (when applicable). The governing body of the Satellite club is its board of directors, elected and governed in accordance with its constitution and bylaws which must be consistent with the Standard Rotary Club Constitution, the RI Constitution and Bylaws, and the Rotary Code of Policies: and which, among other things, define certain terms, designate the composition of the board, procedures for elections, terms of office, and duties of directors and officers, establish the procedure for electing members, set requirements for meetings of members and directors and voting thereat, prescribes committees, their membership and responsibilities, prescribes members' dues, handling of club finances, and procedure for amendments. Satellite club members shall also be Members without voting rights of the Club.

ARTICLE III

MEETINGS OF DIRECTORS, MEMBERS AND COMMITTEES BY ELECTRONIC MEANS

Any meeting of the Board, Members, or Committees may, at the direction of presiding member of such body, be conducted in whole or in part by an electronic means by which all participants in such meeting are able to hear one another. All exhibits or other written materials which have not already been made available to the participants in the meeting shall be made available electronically to the participants at the meeting before action is taken thereon. Minutes of the meeting shall record that such meeting was held electronically and the actions of the participants at such meeting.

**ARTICLE IV
COMBINED MEETING AND PROCEDURES OF MEMBERS OF THE CLUB AND THE
FOUNDATION IN NOMINATING, ELECTING, AND INSTALLING DIRECTORS AND OFFICERS**

For purposes for convenience in the nomination, election, and installation of Directors and Officers of the Club, each of the procedures, Members’ meetings, and Members’ actions of the Club and the Foundation may, with the consent of the Boards of Directors of each organization, be combined in a single procedure, meeting, or action, and recorded in the minutes and other records of each such organization and no separate procedure, meeting, or action by each organization shall be required.

**ARTICLE V
ELECTION OF DIRECTORS AND OFFICERS
[Was Art. II]**

SECTION 1.

- A. The Board of Directors shall consist of (i) nine (9) ~~directors-at-large~~ **Directors-at-Large**, five (5) of whom shall serve concurrent two (2) year terms, elected in even numbered years, and four (4) of whom shall serve concurrent two (2) year terms, elected in odd numbered years, (ii) the current President of the ~~Rotary Club of Orlando~~ Foundation, ~~Inc.~~, who shall be a non-voting member of the ~~board~~ **Board**, and (iii) the following six (6) ~~officers~~ **Officers**: the President, President-Elect, Immediate Past President, Club Secretary, Treasurer, and Sergeant-at- Arms, all of whom shall have voting privileges. The ~~directors-at-large~~ **Directors-at-Large** shall each serve terms of two years beginning July 1. The ~~officer-directors~~ **Officer-Directors** and the immediate Past President shall serve for the one year term of their office. Upon the election of a ~~director-at-large~~ **Director-at-Large** to an ~~office~~ **Office** which carries a seat on the ~~board~~ **Board**, or the election of an ~~officer~~ **Officer** to a different ~~office~~ **Office**, the vacancy created among the ~~directors-at-large or officers~~ **Directors-at-Large or Officers**, as the case may be, shall be filled as provided in Section 1.J below.

- B. At a regular meeting of the Members approximately ~~one month~~ **six (6) weeks** prior to the meeting for the election of ~~officers and directors-at-large~~ **Officers and Directors-at-Large**, the President shall ask for suggested nominations for Club ~~officers and directors~~ **Officers and Directors** to be elected, which shall consist of the President-Elect, Club Secretary, Treasurer, Sergeant-at-Arms, and either four or five ~~directors-at-large~~ **Directors-at-Large**, depending on the odd/even year of election and nominations for two or three at-large members of the Board of ~~Directors for the Rotary Club of Orlando~~ Foundation, depending on the odd/even

year of election. The suggested nominations will be referred to a Nominating Committee.

C. Each year the President shall appoint a nine member Nominating Committee, which shall consist of:

- the President (who may not serve as the Chairperson of the Committee);
- the Immediate Past-President;
- two (2) other Past-Presidents appointed by the President;
- three (3) Members of the Club (~~non-officer, non-director~~ **non-Officer, non-Director**) appointed by the President;
- one (1) Member appointed by the President of ~~Rotary Club of Orlando Foundation, Inc.~~ **the Foundation** (who may appoint him/herself); and
- the Chairperson appointed by the President, who shall be a Past-President of the Club, but not the Immediate Past-President.

The Committee member appointed by the President of the ~~Rotary Club of Orlando~~ Foundation shall facilitate the nomination of the nominees for the Board of Directors of the ~~Rotary Club of Orlando~~ Foundation. All members of the Committee shall be voting members. No member of the Committee may serve on the Board of ~~Directors~~ of the Club or on the Board of Directors of the Foundation, except for the President and immediate past-President, and except for the Committee member appointed (who shall not be a ~~member~~ **Member** of the Club Board) by the President of the ~~Rotary Club of Orlando~~ Foundation. No member of the Nominating Committee shall be eligible for nomination to office by the Nominating Committee. The President-Elect shall not be a member of the Nominating Committee, but may be invited to attend meetings of the Committee at the discretion of the Chairperson. All activities and discussions of the Nominating Committee shall be strictly confidential.

D. The slate of ~~officers and directors-at-large~~ **Officers and Directors-at-Large** proposed by the Nominating Committee shall be presented to the ~~membership~~ **Members** at least two (2) weeks prior to the meeting at which the nominations are to be closed. Nominations from the floor may also be made at any time between the ~~appointment of the Nominating Committee~~ **announcement of the Nominating Committee slate** and the close of nominations. All nominations duly made by either a Member from the floor or by the Nominating Committee shall be placed on a written ballot in alphabetical order under each ~~office~~ **Office** and for the ~~directors-at-large~~ **Directors-at-Large**, and said ballot shall be submitted to the ~~membership~~ **Members** within one week after the close of nominations, but not later than the first regular meeting in December each year. It shall not be necessary for the Nominating Committee to nominate more than one person for

an ~~officer's or director's~~ **Officer's or Director's** position.

- E. The ~~officers~~ **Officers** and ~~directors-at-large~~ **Directors-at-Large** elected, together with the ~~immediate past president~~ **Immediate Past-President** and the current ~~directors~~ **Directors** whose terms have not expired, shall constitute the ~~board of directors~~ **Board** when installed. Each ~~officer and director~~ **Officer and Director** must be a Member (other than Honorary) in good standing of the Club.
- F. Each Member shall cast one vote, by secret ballot, for each of the Members' choices for ~~officers and directors-at-large~~ **Officers and Directors-at-Large**. Cumulative voting shall not be permitted. The ballot prepared as required in Section 1.D above, will be circulated to the Members for voting at or prior to the first regular meeting in December and must be completed and returned to the Administrative Assistant not later than the third regular meeting in December.
- G. In all events, the election process must be completed each year (according to the Constitution) prior to December 31; therefore, reasonable flexibility in the dates and time frames shall be allowed in order to assure fair notice, due deliberation, and a fair election. The President shall oversee the election process and establish the election date, which shall be not later than December 31.
- H. A board of three tellers appointed by the President from the membership (exclusive of ~~officers and directors~~ **Officers and Directors**), shall count the ballots after the close of elections on the election date in December established by the President, and those Members who have the highest number of votes shall be elected. A tie for any office or a tie for the fourth or fifth (depending on the year of election) ~~director-at-large's~~ **Director-at-Large's** place on the ~~board~~ **Board** shall be broken by electing the Member having the greatest number of years of perfect attendance at the Club. If that method does not break the tie, then by the majority vote of the ~~directors~~ **Directors** by secret ballot, at a special meeting called for that purpose. Said special meeting may be called without notice and immediately so long as a quorum of the Board is present. Discussion shall be permitted before casting the vote for the tie-breakers.
- I. Prior to placing a person's name in nomination, either from the floor or by the Nominating Committee, each nominee, who must be a Member in good standing of, the Club, shall be contacted to determine his or her interest in serving in the nominated office or as a director-at-large for two years. In addition, the President-Elect nominee must be aware of and be prepared and able to satisfy all eligibility requirements for that office set forth in Section 2.A or 2.C below. If a nominee declines, he or she shall not be nominated.
- J. Any vacancy on the Board ~~of Directors~~ shall be filled by the remaining members

of the Board, selecting from the defeated ~~director-at-large~~ **Director-at-Large** nominees in the immediate past election who received at least twenty-five percent (25%) of the votes cast beginning with those who received the most votes. Should all of such nominees decline to serve or if there ~~or if there were no defeated director-at-large~~ **Director-at-Large nominees**, the Board may fill such vacancy in any manner deemed practicable. Any vacancy among the ~~officers of the Club~~ **Officers**, including a vacancy by virtue of election to a different office, shall be filled at the discretion of the Board ~~of Directors~~, except that a vacancy in the presidency shall be filled by the Immediate Past President, who shall serve for the balance of the term of the vacating President. A vacancy in the office of President- Elect shall be filled by special election. Any vacancy in the ~~director-at-large~~ **Director-at-Large** electees or the ~~officer~~ **Officer**-electees shall be filled by the Board ~~of Directors~~ in the manner herein above prescribed.

- K. In the situation where there is only one nominee for an office, in other words the election is uncontested, a ballot shall not be required. The President, acting as Chair of the meeting of Members, must nonetheless ensure that no Member present wishes to make a further nomination. If none, the President simply declares the nominee elected by unanimous consent. A motion to close nominations is improper to move the election of the nominee and such motion would be out of order.

SECTION 2.

A. To be eligible for election as President-Elect, the Member must:

- (1) have been an active Member of the Club for at least four (4) consecutive years prior to date of taking office as President-elect; and
- (2) (a) have held the office of Club Secretary, Treasurer, or Sergeant-at-Arms within five (5) years before the anticipated date of taking office as President-elect; or

(b) have served two (2) consecutive years as ~~director of the Club~~ **Director** within five (5) years preceding the anticipated date of taking office; and
- (3) have served as program chairperson or co-chairperson for at least one calendar quarter prior to the anticipated date of taking office as ~~President-elect~~ **President-Elect**.

B. The person elected as President-Elect is strongly encouraged to attend, at the Club's expense, all three sessions of Rotary Leadership Institute, and must attend at least one session prior to assuming the office of President, unless such attendance is excused by the Board ~~of Directors~~.

- C. A former President of the Club is eligible for re-election as President-Elect of the Club without regard to the criteria in Article ~~IV~~ **V**, Section 2.A, if he or she has not served as President within five years before the anticipated date of taking office.
- D. The candidate for President-Elect shall be the President-nominee and serve as a President-Elect and as a ~~director~~ **Director** commencing on July 1 following the election. The President-Elect is not considered Vice President and shall not assume the duties of President in the absence of the President

ARTICLE VI [~~was III~~]
DUTIES OF THE OFFICERS

SECTION 1. PRESIDENT.

It shall be the duty of the President to preside at meetings of the Club and **of the** Board ~~of Directors~~, to supervise elections, perform such other duties as ordinarily pertain to the office of President, and perform, where pertinent to the Club, those duties applicable to a Club President as set forth in the RI Manual of Procedures.

SECTION 2. IMMEDIATE PAST PRESIDENT

- A. For the purposes of these ~~bylaws~~ **Bylaws**, the Immediate Past President shall be considered the Club Vice President.
- B. It shall be the duty of the Immediate Past President to perform, in the absence of the President, the duties of the President. If the President vacates his or her office temporarily, the Immediate Past President will assume the role of President pro-tempore. If the President vacates his or her office permanently, the Immediate Past President shall serve as President for the remainder of the vacated term.
- C. If the Immediate Past-President resigns or is unable or unwilling to serve, the duties of the Immediate Past President shall be assumed by the next most recent immediate past president willing to serve temporarily as Immediate Past President. If three of the next most recent past presidents are unable or unwilling to serve again as the Immediate Past President, the Board may select any past president who is willing to assume the duties of the Immediate Past President.

SECTION 3. PRESIDENT-ELECT.

- A. The President-Elect shall attend the district Presidents-Elect Training Seminar

(PETS) and a district assembly unless excused by the governor-elect. If so excused, the President-Elect shall send a designated Club representative who shall report back to the President-Elect. If the President-Elect does not attend the Presidents-Elect Training Seminar and the district assembly, and has not been excused by the governor-elect or, if so excused, does not send a designated Club representative to such meetings, the President-Elect shall not be qualified to serve as ~~Club~~ President. In that event, the current President shall continue to serve until a successor who has attended PETS and a district assembly, or training deemed sufficient by the governor-elect, has been elected by the Club.

B. In addition, the President-Elect should have:

- 1) the ability to assume the leadership of the Club and possess the esteem and confidence of the Members,
- 2) sufficient time and be prepared to give the time and effort necessary to lead and carry out the work of the Club,
- 3) a working knowledge of the Club's Constitution and Bylaws, and
- 4) attended one or more district conferences and the international convention while President-Elect.

C. The President-Elect shall be a member of the Board and perform such other duties as may be prescribed by the President or the Board and shall assist the President as necessary. The President-Elect must attend not less than seventy-five percent (75%) of scheduled Board meetings. At the end of his or her term as President-Elect, the President-Elect shall automatically succeed to the presidency, provided the President-Elect has met the requirements of this Section 3.

D. If the President-Elect resigns before beginning or completing his or her term, or is not qualified to serve, the Immediate Past President shall assume the office of President-Elect until a special election is held to fill the position of President-Elect and the person elected is installed as the President-Elect. During said period, the Immediate Past President shall continue to serve in accordance with Article V, Section 2.

SECTION 4. CLUB SECRETARY.

It shall be the duty of the Club Secretary to keep the records of membership, record the attendance at meetings, send out notices of meetings of the Club and Board, record and preserve the minutes of such meetings, make the required monthly, semi-annual, and annual reports to RI, including the semiannual reports of membership, which shall be signed by the President and ~~Club~~ Secretary and transmitted to the General Secretary of RI on or before

January 1st and July 1st of each year, and prorated reports to the General Secretary on October 1st and April 1st including each active Member who has been elected to membership in the Club since the start of the July or January semiannual reporting period, the report of changes in membership, which shall be made to the General Secretary of RI, the monthly report of attendance at the Club meetings, which shall be made to the District Governor within fifteen (15) days after the last meeting of each month, collect and remit to RI subscriptions to ~~The Rotarian~~ **an official magazine**, and perform such other duties as usually pertain to the office of ~~Club~~ Secretary. The ~~Club~~ Secretary shall also be responsible for communicating with, and collecting dues and fees from, Members, including those Members who are delinquent in the payment of their dues. The ~~Club~~ Secretary will be supported by the Administrative Assistant, but may not delegate responsibility for fulfilling the duties of this office.

SECTION 5. TREASURER.

It shall be the duty of the Treasurer to have custody of all funds, accounting for same to the Club at its regular ~~Board of Directors~~ meetings and at the annual meeting and at any other time upon demand by the ~~Board of Directors~~, and to perform such other duties as pertain to the office of Treasurer. It is the Treasurer's duty to provide the Club's ~~Board of Directors~~ a copy of the updated Club budget and explain specifics as necessary at each scheduled Board meeting; receive from the Secretary and properly account for all fees and dues; deposit or oversee deposit of all monies of the Club into the appropriate Club account; ensure dues to Rotary International and District 6980 are paid in a timely manner; and, coordinate and ensure all appropriate tax forms are completed and submitted as required by law. In light of these duties, it will be preferable, but not mandatory, that the Treasurer be a Certified Public Accountant. Upon retirement from office, the Treasurer shall turn over to the incoming Treasurer or to the President an accounting for all funds of the Club and where such funds are deposited, books of account, and any other Club property. The Treasurer will be supported by the Administrative Assistant, but may not delegate responsibility for fulfilling the duties of this office. **The duties of the Treasurer, in addition to the foregoing, shall include those set forth in Article XIV.**

SECTION 6. SERGEANT-AT-ARMS.

The function of the Sergeant-at-Arms (SaA) is to help maintain an orderly, dignified, safe and effective ~~Rotary~~ Club meeting. The SaA shall handle the physical preparations for and the mechanical part of each meeting and, unobtrusively, guide the general meeting conduct.

The SaA shall, prior to the meeting, make or assist with assignments of members to cover various duties during the meetings, to include but not limited to, invocation, introduction of guests and visitors, song leader and Happy Dollar collector. In addition, arrange for members to assist with room setup, money collection, badge scanners, raffle ticket sellers and registration desk.

The SaA (and appointed assistants) shall arrive at the meeting place early (at least 20 to 30 minutes) and make sure everything is in order. Check room lighting, temperature and room ventilation. Also ensure the caterer is prepared and ready to serve the meal at the appointed time.

At the conclusion of each meeting the SaA shall ensure all meeting equipment is returned to its proper storage location and that the meeting room is left in the condition it was found.

The general, the success of the club meetings largely falls on the SaA and his/her team. Flexibility and leadership are very important in carrying out this responsibility.

SECTION 7. OFFICER ATTENDANCE AT DISTRICT MEETINGS.

In order that our Club may comply with RI's wishes to provide at least one delegate or representative to each district meeting, the Club shall pay the reasonable expenses of the President or President-Elect, or such other officers as designated by the Board (not to exceed three) for lodging, food and mileage, as determined by the Board ~~of Directors~~, to attend district meetings beyond 25 miles from the attendee's residence.

SECTION 8. PRESIDENT-ELECT ATTENDANCE AT RI CONVENTION.

The Club shall reimburse the reasonable expenses of the ~~President-elect~~ **President-Elect**, and may in its discretion pay the reasonable expenses of the ~~President-elect's~~ **President-Elect's** spouse, for travel, lodging, food and incidentals to attend the RI Convention in the President-Elect's year of office; provided, however, the reimbursement shall not exceed the amount budgeted by the Club for attendance by the President-Elect and spouse at the Convention. The Club may, if requested by the President-Elect, advance for trip expenses up to one-half of the budgeted amount. The President-Elect shall submit receipts, invoices and prepare proper evidence of expenditures relating to the Convention. The ~~President-elect~~ **President-Elect** shall provide a report about the RI Convention to the Club within four weeks after the Convention.

SECTION 9. ROTARY LEADERSHIP INSTITUTE (RLI).

The Club will pay the tuition expense of any Member desiring to attend RLI training one time, provided the Club has sufficient funds for this purpose and provided the request for payment is made in advance of the RLI session.

ARTICLE VII
METHOD OF ELECTING MEMBERS
[Was Art. IV]

SECTION 1.

- A. The membership of the Club should be fully reflective of the business and professional community it serves. The membership of the Club shall be composed of active Members who are adult persons of good character and professional reputation, who are
1. engaged as a proprietor, partner, corporate officer, or manager of any worthy and recognized business or profession; or
 2. holders of an important position in any worthy and recognized business or professional or any branch or agency thereof and have executive capacity with discretionary authority; or
 3. retired from any position listed in subsection 1 or 2 of this subsection A; and having their places of business or residence located in the locality of the Club or the surrounding area. An active Member moving from the locality of the Club or the surrounding area may retain membership in the Club where the ~~Member's board~~ **Board** grants such permission and said active Member continues to meet all conditions of Club membership.
- B. The Club shall have a well-balanced membership in which no one business or profession predominates. The Club shall not elect a person to active membership in a classification if it will result in the classification making up more than ten percent (10%) of the Club's active membership. Members who are retired and being inducted into active membership will use their former occupation/profession as their classification, but retired Members shall not be included in the total number of members in a classification. The classification of a transferring or former ~~Member~~ **member** of a club shall not preclude election to active membership even if the election results in Club membership temporarily exceeding the above limitations. If a Member changes classification, the Club may continue the Member's membership under the new classification notwithstanding these limitations.

SECTION 2.

Qualifications for membership shall be consistent with the rules and regulations of RI and the **Club** Constitution ~~of the Rotary Club of Orlando~~. The name of a proposed member, having been proposed by an active Member, with a properly completed application and supporting documentation as required by the Board ~~of Directors~~, or a transferring or former member of another club who may be proposed to active membership in the Club by the former club, shall be submitted first to the Administrative Assistant in the form supported by the Club. The Administrative Assistant, after determining from the application form that the proposed member meets the general qualifications for membership, shall concurrently refer

the application form to the Classification Committee and to the Membership Committee. The application shall be kept confidential during the procedures set forth in this Article.

SECTION 3.

The Classification Committee shall consider the eligibility of such proposed member from the standpoint of classification and determine whether the proposed member would exceed the limitation of classification set forth in Article 9, Section 2, of the ~~Club~~ Constitution. The Classification Committee shall present ~~their~~ **its** report to the Administrative Assistant, who shall present the application form and the Classification Committee report to the Board ~~of Directors~~ at its next meeting.

SECTION 4.

The Membership Committee, after making due investigation of the character, business reputation, and general eligibility of the person proposed for membership, and after ensuring the proposed member otherwise meets all membership qualifications of the ~~Club's~~ Constitution and Bylaws shall report to the Administrative Assistant the results of ~~their~~ **its** investigation and, the Administrative Assistant, shall present the report of the Membership Committee to the Board at its next meeting.

SECTION 5.

The sponsor, cosponsor, any Board member, or any Member in good standing designated by the sponsor, should appear at the Board ~~of Directors'~~ meeting at which the proposed member is to be considered for acceptance to present additional information about the prospective member. The Board ~~of Directors~~ shall review the information presented, as well as the reports of the Classification and Membership Committees and promptly vote to approve or reject the applicant for membership. All discussions concerning the proposed member's qualifications for membership, or lack thereof, shall be held in confidence by the Board and all persons in attendance at such meeting. Any meeting to discuss a membership application may be held, at the request of any member of the Board, in executive session.

SECTION 6.

~~If the Board of Directors has rejected the applicant for membership, the Member(s) who proposed the potential member shall be promptly notified by the Club Secretary of the rejection of the proposed member. Reasons for rejection will be held in strict confidence by the Board and the Administrative Assistant.~~ **The Board shall approve or reject the applicant's membership within 30 days from the date of submittal of the application and notify the proposing Member(s) of its decision. Reasons for rejection will be held in strict confidence by the Board and the Administrative Assistant.**

SECTION 7.

If the Board approves an application for membership, the Administrative Assistant shall provide notice to the Members in the Club's Wednesday Edition containing the name(s) of the proposed candidate(s), and the classification(s) under which membership is sought. A ten (10) day period shall be allowed after initial publication during which any active Member (not an Honorary Member) who objects to the election of the proposed member shall notify the President in writing, stating the reason(s) for the objection. The objecting Member may refrain from stating such reason(s) if he or she believes that to do so could subject him or her to a defamation claim. Alternatively, the Member may disclose the reason(s) for objection under the President's promise that such reason(s) shall be kept confidential by the President. If reason(s) for objection are revealed to one or more Board Members said reason(s) shall be held in strict confidence by each recipient of such reason(s). If no objection is received in such period, the Club Secretary shall then notify the proposer and inform the prospective member of the privileges and responsibilities of membership. The proposed member shall, after payment of admission fees (if not honorary membership), and membership dues, be duly elected. If an objection has been timely delivered by a Member to the President, the Board shall be informed of the fact of an objection and shall vote on this matter at its next meeting. If approved despite the objection, the Club Secretary shall then notify the proposer and inform the prospective member of the privileges and responsibilities of membership. The proposed member shall be considered to be admitted, after payment of the above fees and dues (if not Honorary Membership), to membership. The objection raised by a Member to an applicant for membership shall be held in strict confidence by the Board and Administrative Assistant. **Notifications to proposers required by this Section shall be given in accordance with Section 6.**

SECTION 8.

The newly approved member candidate and his proposer shall attend a meeting of the Rotary Orientation Committee (a/k/a "fireside chat") prior to induction as a Member, during which the prospective new member will be informed about RI, the Club, and of the privileges and responsibilities of membership in the Club. The President-Elect shall be responsible for attending and coordinating all Rotary Orientation Committee meetings with incoming members.

SECTION 9.

Following the election, the President shall arrange for the prompt induction of the new Member; the Administrative Assistant shall issue a membership card and shall report the new Member to RI; and the Rotary Orientation Committee or President shall provide appropriate literature for presentation, assign a Member to mentor and assist in the assimilation of the new Member, and promptly assign the new Member to a Club Committee, project, or function.

SECTION 10.

The Club may elect, in accordance with its Constitution, Honorary Members as proposed by the Board.

ARTICLE VII
MEETINGS
[Was Art. V]

SECTION 1.

A Director attends Club and Board Meetings.

SECTION 2. [was Sec. 1]

(1) The annual meeting of the Club shall be held on the last regular meeting day of June each year, unless changed for good cause by the Board, at which annual meeting the incoming ~~officers and directors~~ **Officers and Directors** shall be installed for their respective ensuing terms.

(2) A satellite club shall hold an annual meeting of its members before 31 December to elect officers for the satellite club.

SECTION 3. [was Sec. 2]

A. The regular weekly meetings of the Club shall be held as determined by the Board of ~~Directors~~, provided that in an emergency, or for good cause, the Board may:

- (1) change the regular meeting in accordance with Article ~~5-7~~, Section 1 of the Club Constitution; or
- (2) cancel the regular meeting of any week **[subsections (a) through (d) were in a single sentence, now separate subsections]:**
 - (a) because it falls on a legal holiday **or during a week that includes a legal holiday,**
 - (b) ~~Or because of the death of the Club President~~ **in observance of the death of a Club Member;**
 - (c) **Or because of** an epidemic or a disaster affecting the ~~entire~~ **that effects** the entire **whole** community; or
 - (d) **Or because of an armed conflict in the community.**

The Board may cancel up to four regular meetings in a Year for causes not listed here, but may not cancel more than three consecutive meetings and the Club must meet at least twice per month.

- B. Due notice of any such changes in or canceling of the regular meeting shall be given to all Members ~~of the Club~~.
- C. Members who miss a regular meeting of the Club may "make up" for the absence in accordance with the methods permitted by Article 10 of the Club Constitution. The Board may from time to time prescribe attendance at certain Club functions or events as a credit for an unexcused absence from a regular meeting.

SECTION 4. [was Sec. 3]

Attendance requirement removed.

SECTION 5. [Was Sec. 4]

Guests and visiting Rotarians are always welcome at regular weekly meetings of Club Members. Members are encouraged to bring guests to regular Member meetings persons who are eligible to become and who might become members. Members must not abuse the privilege of bringing guests by bringing the same guest repeatedly if such guest is either not a candidate for membership or has demonstrated no interest in applying to become a member within a reasonably short period of time.

SECTION 6. [Was Sec. 5]

One-third of the membership shall constitute a quorum at the annual and regular meetings of the Club, or the ballots from one-third of the Club's membership as may be returned by methods approved for notice shall constitute a quorum of representation. Member proxies are not permitted for quorum or voting purposes.

SECTION 7. [Was Sec. 6]

Regular meetings of the Board shall be held monthly at a time and place selected by the Board. Special meetings of the Board may be called by the President, whenever deemed necessary, or upon the request of two members of the Board, due notice having been given. Each ~~director~~ **Director** present shall have one (1) vote for a maximum of fifteen (15) votes cast. Director proxies are not permitted. Meetings of the Board are open to all Club Members (except when the Board is in executive session); provided, however, that only Board members may vote at Board meetings.

SECTION 8. [Was Sec. 7]

A majority of the Board shall constitute a quorum of the Board. Unless a greater voting requirement is provided for in these Bylaws or the Club Constitution, or Robert's Rules of Order Newly Revised, a vote by the majority of a quorum of the Board constitutes the decision of the Board.

SECTION 9. [Was Sec. 8]

Directors may not be “polled” by telephone or email for a vote on any matter. Voting must occur only after a discussion on the matter is presented after a motion and a second, where all in attendance can hear all other Directors simultaneously in person or by telephone.

SECTION 10

Satellite Club Meeting (when applicable). If provided in its bylaws, a Satellite Club shall hold regular weekly meetings at a day, time, and place decided by its members. The day, time and place may be changed in a way similar to that provided for the Club’s regular meetings in Section 3, subsection A (1) of this Article. A Satellite Club meeting may be cancelled for the reasons in Section 3, subsection A (2) of this Article. Voting procedures shall be as provided in the its bylaws.

ARTICLE IX
LEAVE OF ABSENCE
[Was Art. VI]

Upon written application to the Board of Directors setting forth good and sufficient cause, a leave of absence may be granted excusing a Member from attending the meetings of the Club for a specified length of time. Excused absences shall operate to prevent a forfeiture of membership, but, unless the Member attends a regular meeting of some other Rotary Club, shall not operate to give the absent Member or the Club credit for the absent Member's attendance, unless so provided by the Club Constitution or Bylaws of RI. Absence authorized under the provisions of Article 10, Sections 3 and 4 of the Club Constitution is not computed in the attendance record of the Club. Dues shall continue to be paid when due by a Member excused from meetings under this Article.

ARTICLE X
METHOD OF VOTING
[Was Art. VII]

Unless otherwise specifically addressed elsewhere in ~~these~~ **the** Bylaws or the Club Constitution, Members may transact the business of this organization by word of mouth vote, or alternatively, by written ballot distributed either at the Club's regular meeting or by mail, e-mail, facsimile, whichever method or conjunction of methods is deemed most suitable by the President. Ballots may be completed and returned in any manner allowed for their distribution. The Board may determine whether a specific resolution be considered by secret ballot rather than word of mouth. This Article shall not apply to voting by the Board of Directors.

ARTICLE XI
FEES AND DUES
[Was Art. VIII]

SECTION 1.

Prorated Club membership dues, plus amounts for both the District and Rotary International dues, in such amounts as may be determined by the Board of Directors of the Club and as required by the District and Rotary International from time to time, shall be paid by the member-candidate prior to induction and within ten (10) days after receipt of an invoice from the Club.

SECTION 2.

Membership dues shall be in such amount as may be determined by the Board of Directors from time to time and may be payable annually, semiannually, or quarterly on or before June 1, September 1, December 1, and March 1 at the option of the Member, and the payout of a deferred payment fee established by the Board. Dues include a Member's subscription to ~~The Rotarian~~ an official magazine.

SECTION 3.

Club membership dues shall be levied as provided herein and pursuant to Article 10 13 of the Club Constitution. Nonpayment of membership dues by a Member shall be grounds for termination of membership pursuant to Article 13 14, Section 3 of the Club Constitution.

ARTICLE XII
COMMITTEES
[Was Art. IX]

SECTION 1.

A. The Five Avenues of Service, Club Service, Community Service, International Service, Vocational Service, and ~~New Generations~~ Youth Service are the philosophical and practical framework for the work of the Club. The Club shall be active in each of the Five Avenues of Service. To that end, the President shall appoint the following major standing committees to support the Five Avenues of Service each year:

- Classification
- Club Administration
- Membership
- Mentoring
- Past Presidents
- Programs

- Public Image [**Previously designated Public Relations**].
- Rotary International Foundation
- Rotary Orientation
- Service Projects
- Strategic Planning
- Website and Technology
- Wednesday Edition
- **The Board or the President may appoint additional committees as needed.**

~~B——The President shall also appoint such other committees or subcommittee on particular phases of Club Service, Community Service, International Service, Vocational Service, and New Generations as deemed necessary.~~

B [was subsection C] Each committee or subcommittee, except for the Past Presidents Committee, shall have a chairperson appointed by the President. The members of all committees and subcommittees, except for the Past Presidents Committee, shall also be appointed by the President and shall serve during the President's term of office. The President-Elect shall, during his or her term of office, prepare to appoint all such chairpersons, except for the Past Presidents Committee, and committee and subcommittee members, except for the Past Presidents Committee, effective as of the commencement of their presidency.

C [Was subsection D] The above committees may be abolished after their usefulness to the Club has expired and new subcommittees may be appointed to serve new ~~club~~ **Club** interests or functions. Any new standing committee or subcommittee that the President or any member would like to abolish or establish shall be approved by the Board of Directors. Other ad hoc committees and subcommittees as listed from time to time in the Club's on-line organizational chart may be appointed by the President and shall have such duties that the President deems necessary for their proper functioning. The President shall monitor the RI Leadership Plan and RI's recommended committee organization from time to time in order to keep the Club current with RI recommendations for good governance.

D [Was subsection E] The President shall be an ex-officio member of all ~~committees~~ **Committees** (except for the Past Presidents Committee) and, as such, shall have all the privileges of membership thereon. The President-Elect shall be an ex-officio member of all ~~committees~~ **Committees** (except the Nominating Committee and Past Presidents Committee) and as such, shall have all the privileges of membership thereon.

E [Was F] The President shall actively work of the following committees: Strategic

Planning, Membership, and Rotary Orientation.

F [was subsection G] Each ~~committee~~ **Committee** shall transact such business as is delegated to it in the Bylaws and such additional business as may be referred to it by the President or by the Board. Except where special authority is given by the Board, such ~~committees~~ **Committees** shall not take action until a report has been made to the Board and approved by the Board. Each ~~committee~~ **Committee** and subcommittee shall have a specific mandate, clearly defined goals, and action plans established by the beginning of each Year for implementation during the course of the Year. It shall be the primary responsibility of the President-Elect to provide the necessary leadership to ensure that each Committee Chairperson be responsible for regular meetings of their ~~committees~~ **Committees** and for fulfilling the role of the Committee prior to the end of the Year.

G [Was subsection H] Club ~~committees~~ **Committees** are charged with carrying out the annual and long-range goals of the Club based on the Five Avenues of Service. The President-Elect, President, and immediate Past-President should work together to ensure continuity of leadership and succession planning. When feasible, ~~committee~~ **Committee** and subcommittee members should be appointed to the same ~~committee~~ **Committee** for three (3) years to ensure consistency. The President-Elect is responsible for (1) appointing committee chairs to take effect at the beginning of the President-Elect's year as President, and (2) conducting planning meetings of ~~committees~~ **Committees** or subcommittees prior to the start of his or her year as President. It is recommended that the chair have previous experience as a member of the ~~committee~~ **Committee** or subcommittee.

ARTICLE XIII
DUTIES OF COMMITTEES
[Was Art. X]

SECTION 1. GENERAL.

The duties of all ~~committees~~ **Committees** shall be established and reviewed by the President for his or her year of office. Each ~~committee~~ **Committee** shall have a specific mandate, clearly defined goals, and action plans established by the beginning of each year for implementation during the course of the Year. Ordinarily, this task will be completed while serving as President-Elect. It shall be the primary responsibility of the President-Elect to provide the necessary leadership to prepare a recommendation for Club ~~committees~~ **Committees**, mandates, goals and plans, for presentation to the Board in advance of the commencement of the Year of his or her presidency. In prescribing the duties of each ~~committee~~ **Committee**, the President shall refer to appropriate RI materials and the current Club Constitution and Bylaws. Each chair shall be responsible for regular meetings and activities of the ~~committee~~ **Committee**, shall supervise and coordinate the work of the

~~committee~~ **Committee**, and, as requested, shall report to the Board on all ~~committee~~ **Committee** activities.

SECTION 2. STANDING COMMITTEE DUTIES.

The Standing Committee shall have the duties as described below:

- A. CLASSIFICATION COMMITTEE. This ~~committee~~ **Committee** shall consist of three Members, one Member to be appointed each year for a term of three years. This committee shall make a classification survey of the community not later than September 1st each Year; compile from the survey a roster of filled and unfilled classifications; shall review, where necessary, existing classifications represented in the Club; and shall counsel with the Board ~~of Directors~~ on all classification matters.
- B. CLUB ADMINISTRATION COMMITTEE. This ~~committee~~ **Committee** shall conduct activities associated with the effective operation of the ~~club~~ **Club** and for preparation and electronic distribution of the "Weekly Edition." Responsibilities include support for weekly and special programs, ~~club~~ **Club** bulletin, ~~club~~ **Club** web presence, promote fellowship among clubs and conduct other activities associated with the effective operation of the Club.
- C. WEDNESDAY EDITION. This Committee is responsible for the content and distribution of the Wednesday Edition. The Wednesday Edition shall provide notice of Club events, the upcoming Program, and newsletter-type ~~club~~ **Club** information. The Wednesday Edition will be distributed electronically each Wednesday by the Administrative Assistant to Members who have provided electronic mail addresses for themselves.
- D. MEMBERSHIP COMMITTEE. ~~The membership committee~~ **This Committee** shall develop and implement an action plan for membership development and retention. Duties include conducting a ~~club~~ **Club** assessment to determine membership strengths and weaknesses, work with the Public Image ~~[change from Public Relations]~~ Committee to create a positive ~~club~~ **Club** image that is attractive to both prospective and current members, develop programs to educate and train both new and current ~~club~~ **Club** members, sponsor newly organized clubs in the district as applicable. The Membership Committee shall also discharge its duties as set forth in ~~Article IV VII~~ Section ~~4-5~~.
- E. MENTORING. This ~~committee~~ **Committee** shall provide ongoing mentoring to new Members for their first Rotary year. The ~~committee~~ **Committee** will develop a repository of Members willing to serve as mentors. A mentor will be assigned to each new Member at his or her Fireside Chat. It is recommended that the mentor attend the Fireside Chat.

- F. PAST PRESIDENTS COMMITTEE. ~~Membership on this~~ **This** Committee is restricted to Members who were Past Presidents of the Club who wish to serve on this Committee. ~~This~~ **The** Committee is intended to encourage Past Presidents to remain actively engaged with the Club and its initiatives and functions, and to serve as an honorary social subset of the Club. ~~The~~ primary purpose of the ~~Past Presidents~~ Committee is to mentor, support and act as a sounding board for the current Club President and President-Elect in order to provide continuity and historical perspective. ~~This~~ **The** Committee is advisory only. Meeting of ~~this~~ **the** Committee shall occur when called by the Chairman, which shall be at least twice per year. The Chairman may invite the President, President Elect, or others to attend meetings of ~~this~~ **the** Committee. ~~This~~ **The** Committee shall elect its own Chairperson at its annual meeting to take place in July each year.
- G. PROGRAMS COMMITTEE. This ~~committee~~ **Committee** shall prepare and arrange the programs for the regular and special meetings of the Club.
- H. ROTARY INTERNATIONAL FOUNDATION. This ~~committee~~ **Committee** shall develop and implement plans to support the RI Foundation through program participation and financial contributions.
- I. ROTARY ORIENTATION COMMITTEE. This ~~committee~~ **Committee** shall devise and carry into effect plans (1) to give prospective Members information about the privileges and responsibilities of membership in a Rotary Club; (2) to give the Members, especially new Members, adequate understanding of the privileges and responsibilities of Members; (3) to give the Members information about RI and the Club, their respective history, purpose, scope, and activities; (4) to give the Members information as to developments in the administrative operation of RI; and (5) oversee the orientation of new Members during their first year in the Club. The ~~Rotary Orientation~~ Committee shall each consist of three (3) Members, one Member to be appointed each year for a term of three (3) years. The first appointments made under this provision shall be as follows: one Member for a term of one (1) year, one Member for a term of two (2) years, and one Member for a term of three (3) years.
- J. PUBLIC RELATIONS IMAGE COMMITTEE. This ~~committee~~ **Committee** shall devise and carry into effect plans (1) to give the public, generally, information about Rotary, its history, purpose, and scope; and (2) to secure proper publicity for the Club, in particular for its projects and services.
- K. SERVICE PROJECTS. This ~~committee~~ **Committee** shall develop and implement educational, humanitarian, and vocational projects that address the needs of the local and overseas communities.

L. STRATEGIC PLANNING COMMITTEE. ~~The Strategic Planning~~ **This** Committee will assist the Club in establishing priorities and identifying ways to best serve the needs of the membership. This long-range planning committee will prepare the framework for a flexible, practical plan that will support and advance the mission *of the Club. Committee members will serve terms as established by the President to ensure continuity. ~~The committee~~ **Committee** members should have experience in strategic business and growth planning.

M. WEBSITE AND TECHNOLOGY. ~~This committee~~ **Committee** shall develop, maintain, and support the Club's website including all relevant content. It will continually identify and leverage the latest technologies available to serve the Members and communicate the Club's message to the community. ~~The committee~~ **Committee** may consist of one or more Members with experience in web design, development, and technology.

ARTICLE XIV
FINANCES
[Was Art. XI]

SECTION 1.

The Treasurer, with the assistance of the Administrative Assistant, shall deposit all funds of the Club into one or more financial institutions to be selected by the Board upon recommendation of the Treasurer.

SECTION 2.

- A. Any payment of Club funds for any purpose shall be signed by no less than two of the following: the ~~Club~~ President, **Immediate Past President**, ~~Club~~ President-Elect or ~~Club~~ Treasurer.
- B. A thorough audit by a certified public accountant or other qualified persons of all the Club's financial transactions may be made at any time at the discretion of the Board, preferably during the fourth quarter.

SECTION 3.

Officers having charge or control of funds shall give bond as may be required by the Board for the safe custody of the funds of the Club, cost of bond to be borne by the Club.

SECTION 4.

Prior to the beginning of each Year, the Treasurer with the advice of the President, President-Elect, and the Administrative Assistant, shall prepare or cause to be prepared a budget of estimated income and estimated expenditures for the Year, which after having been approved by the Board, shall stand as the limit of expenditures for their respective purposes unless otherwise ordered by action of the Board.

SECTION 5.

No expenditure of Club funds may be made unless authorized by the budget for the Year, or unless approved by the Board.

ARTICLE XV
RESOLUTIONS AND MOTIONS
[Was Art. XII]

SECTION 1.

No resolution, motion, or action by any Committee or Member to commit the Club on any matter shall be considered by the Club until it has been considered by the Board. Such resolutions, motions, or actions if offered at a Club meeting, shall be referred without discussion to the Board, which after having given consideration to the matter, shall vote on the motion in the usual course.

SECTION 2.

Any appeal to the Club for charitable or other subscriptions or donations by the Club shall be referred to the Club's Foundation for action.

SECTION 3.

A motion to close nominations shall be deemed out of order unless made on the date established by the Board for the close of nominations. In accordance with Robert's Rules of Order New Revised, any motion to "Call the Question" shall require approval by a two-thirds vote of the quorum present before discussion is required to cease on that motion before the Board or the Members.

ARTICLE XVI
ORDER OF BUSINESS
[Was Art. XIII]

SECTION 1.

The order of business at a regular weekly meeting, unless varied by the President, will usually be as follows:

Luncheon

Meeting called to order

Invocation

Patriotic Song

Pledge of Allegiance

Introduction of visiting Rotarians and guests

Reading of correspondence, announcements, Rotary information Announcements by Committee Chairpersons and others Classification Talk (if applicable)

Special Orders (Paul Harris Award, Rotarian of Month, special recognitions, etc.) (if applicable)

Happy Dollars (optional)

Song(s) (optional)

Program

Four-Way Test Recital

Adjournment

SECTION 2.

Candidates for public office who attend meetings may be introduced to the membership, but may not (a) be endorsed by the Club or (b) actively campaign in any manner within the premises of the meeting place. Political brochures or pamphlets may not be placed on dining or service tables, but may be left on a table in the anteroom.

ARTICLE XVII ADMINISTRATIVE ASSISTANT **[Was Art. XIV]**

An Administrative Assistant shall be appointed by and shall serve at the pleasure of the Board of Directors as an at-will employee and shall have such duties as are from time to time prescribed by the Board and the President. The Administrative Assistant is a paid position and is not one of the ~~officers~~ **Officers** of the Club. The Administrative Assistant shall

assist all ~~officers, committee~~ **Officers, Committee** chairpersons, and members of the Board, unless ~~ot~~The Administrative Assistant shall be supervised by the President, shall maintain and be in charge of the offices, records, and properties of the Club, and shall devote sufficient, but not necessarily full, time to the work and needs of the Club. The AdministrativeAssistant ~~need not~~ should be a Member of the Club. The Board ~~of Directors~~ shall fix the Administrative Assistant's salary and other benefits and emoluments of office.

ARTICLE XVIII
GOVERNING DOCUMENTS
[Was Art. XV]

In an event of a conflict in the provisions of the ~~Club~~ Constitution and the ~~Club~~ Bylaws, the ~~Club~~ Constitution shall govern.

ARTICLE XIX
INDEMNIFICATION
[Was Art. XVI]

SECTION 1.

The Club shall have the power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Club) by reason of the fact that such person is or was a Member of the Club, ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member or agent of the Club, or is or was serving at the request of the Club as a ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member or agent, against liability or loss incurred in connection with such proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Club and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Club or, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

SECTION 2.

The Club shall have the power to indemnify any person who was or is a party to any proceeding by or in the right of the Club to procure a judgment in its favor by reason of the fact that such person is or was a Member, ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member or agent of the Club, or is or was serving at the request of the Club as a ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member or agent, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board ~~of Directors~~, the estimated expense of litigating the

proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Club, except that no indemnification shall be made under this section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

SECTION 3.

To the extent that a Member, ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member, or agent of the Club has been successful on the merits or otherwise in defense of any proceeding referred to in Section 1 or Section 2, or in defense of any claim, issue, or matter therein, the Member shall be indemnified against expenses actually and reasonably incurred by the Member in connection therewith.

SECTION 4.

Any indemnification under Section 1 or Section 2, unless pursuant to a determination by a court, shall be made by the Club only as authorized in the specific case upon a determination that indemnification of a Member, director, officer, employee, trustee, committee, or agent of the Club is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2. Such determination shall be made:

- A. By the Board ~~of Directors~~ by a majority vote of a quorum consisting of Members who were not parties to such proceeding;
- B. If such quorum is not obtainable, or even if obtainable, by majority vote of a committee duly designated by the Board ~~of Directors~~ (in which Members who are parties may participate) consisting solely of two or more Members not at the time parties to the proceeding; or
- C. By independent legal counsel:
 - (1) Selected by the Board ~~of Directors~~ prescribed in paragraph A or the committee prescribed in paragraph B; or
 - (2) If a quorum of the Members of the Board ~~of Directors~~ cannot be obtained for paragraph A and a committee cannot be designated under paragraph B, selected

by majority vote of the entire Board of Directors (in which Members who are parties may participate); or

(3) By the Members by a majority vote of a quorum consisting of Members who were not parties to such proceeding or, if no such quorum is obtainable, by a majority vote of the Members who were not parties to such proceeding.

SECTION 5.

Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified in Section 4.C shall evaluate the reasonableness of expenses and may authorize indemnification.

SECTION 6.

Expenses incurred by any person entitled to indemnification under Section 1 in defending a civil or criminal proceeding may be paid by the Club in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if such person is ultimately found not to be entitled to indemnification by the Club pursuant to this section.

SECTION 7.

Indemnification or advancement of expenses shall not be made to or on behalf of a Member, ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member, or agent if a judgment or other final adjudication establishes that such person's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- A. A violation of the criminal law, unless the Member, ~~director, officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member, or agent had reasonable cause to believe their conduct was lawful or had no reasonable cause to believe their conduct was unlawful;
- B. A transaction from which the Member, ~~director, officer~~, employee, trustee, ~~Committee~~ **Committee** member, or agent derived an improper personal benefit; or
- C. Willful misconduct or a conscious disregard for the best interests of the Club in a proceeding by or in the right of the Club to procure a judgment in its favor or in a proceeding by or in the right of a Member or employee.

SECTION 8.

Indemnification and advancement of expenses as provided in this Article shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a member of the Board of ~~Directors~~, a Member, an ~~officer~~, employee, trustee, ~~committee~~ **Committee** member, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

SECTION 9.

For purposes of this Article:

- A. The term "expenses" includes counsel fees, including those for appeal;
- B. The term "liability" includes obligations to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan), and expenses, actually and reasonably incurred with respect to a proceeding;
- C. The term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal;
- D. The term "agent" includes a volunteer;
- E. The term "serving at the request of the Club" includes any service as a ~~director~~, ~~officer~~ **Director, Officer**, employee, trustee, ~~committee~~ **Committee** member, or agent of the Club that imposes duties on such persons; and
- F. The term "not opposed to the best interest of the Club" describes the actions of a person who acts in good faith and in a manner they reasonably believe to be in the best interests of the Club and its Members.

SECTION 10.

The Club shall have the power, but not the duty, to purchase and maintain insurance on behalf of any person who is or was entitled to indemnification under Section 1, against any liability asserted against such person and incurred by them in any such capacity, or arising out of their status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of these Bylaws. It shall be a duty of the Administrative Assistant to obtain and present to the first meeting of the Board in June each year quotes for ~~directors'~~ **Directors'** and ~~officers'~~ **Officers'** liability insurance.

SECTION 11.

Section 607.0850 of the Florida Statutes and any amendment or similar provision of a subsequent Florida Business Corporations Act shall apply to rights of indemnity except where these provisions are controlling.

ARTICLE XX
PROPERTIES OF CLUB
[Was Art. XVII]

SECTION 1.

No Member solely by virtue of membership status shall have any right, title, or interest in any of the property or assets, including any earnings or investment income, of the Club, nor shall any of such property or assets be distributed to any Member on the dissolution or winding up of the Club.

SECTION 2.

In the event the Club is dissolved, the first priority shall be to ensure all outstanding debts and obligations against the Club are satisfied. Once all debts and obligations are satisfied the Board of Directors will determine how the remaining assets shall be distributed. Remaining assets may be dispersed to a local qualified charity, another Rotary club or the Rotary International Foundation; and, shall be in accordance with the Club Constitution, Section 501(c)4 of the Internal Revenue Service Code and the Constitution and Bylaws of Rotary International. If the Club Board of Directors cannot seat a quorum or come to a consensus about the disbursement of the remaining Club's assets, the sitting President shall determine the final disposition of the remaining assets prior to final liquidation of the Club.

SECTION 3

No Member shall have any personal liability for any debt or obligation of the Club unless otherwise agreed in writing by such Member.

SECTION 4

No Member shall use, or attempt to use, the Club for personal financial gain or any purpose other than those stated in the Club Constitution and shall avoid even the appearance of same.

ARTICLE XXI
CONTRACTS, CHECKS, DEPOSITS AND FUNDS
[Was Art. XVIII]

SECTION 1. AUTHORITY TO BIND. The President is authorized and the Board of Directors may authorize in writing for a specified period only, any other Officer, Officers, the Administrative Assistant, agent or agents of the Club, in addition to the Officers so authorized

by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club. Such authority may be general or confined to specific instances.

SECTION 2. SIGNATURES. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Club, shall be signed in such manner and by such persons as shall from time to time be determined by resolution of the Board of ~~Directors~~. In all events, all of such instruments shall be signed by two (2) authorized signatories on the account. In the absence of such determination by the Board of ~~Directors~~, such instruments shall be signed by the Treasurer and countersigned by the President or President-elect, or other members of the Board designated by the Board of ~~Directors~~.

ARTICLE XXII
CONFLICT OF INTEREST POLICY
[Was Art. XIX]

This Conflict of Interest Policy of the Club: (1) defines conflicts of interest; (2) identifies classes of individuals within the Club covered by this policy; (3) facilitates disclosure of information that may help identify conflicts of interest; and (4) specifies procedures to be followed in managing conflicts of interest.

SECTION 1. DEFINITION OF CONFLICTS OF INTEREST. A conflict of interest arises when a person in a position of authority in the Club may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such person or to such persons' business or employer.

SECTION 2. INDIVIDUALS COVERED. Persons covered by this policy are the Club's ~~officers, directors~~ **Officers, Directors**, Administrative Assistant, and ~~committee~~ **Committee** members.

SECTION 3. FACILITATION OF DISCLOSURE. Persons covered by this policy will annually disclose or update to the President on a form provided by the Club their interests or external relationship that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members.

SECTION 4. PROCEDURES TO MANAGE CONFLICTS.

For each interest disclosed to the President, the President will determine whether to: (a) take no action; (b) assure full disclosure to the Board of ~~Directors~~ and other individuals covered by this policy; (c) ask the person to recuse himself or herself from participation in

related discussions or decisions within the Club; or (d) ask the person to resign from his or her position in the Club or, if the person refuses to resign, become subject to possible removal in accordance with the Club's removal procedures. The Club's President will monitor proposed or ongoing transactions for conflicts of interest and disclose them to the Board of Directors in order to deal with potential or actual conflicts, whether discovered before or after the transaction occurred.

ARTICLE XXIII
WHISTLEBLOWER POLICY
[Was Art. XX]

This Whistleblower Policy of the Club: (1) encourages the Members and Administrative Assistant to come forward with credible information about possible or actual illegal practices or possible or actual serious violations of adopted policies of the Club; (2) specifies that the Club will protect the person from retaliation; and (3) identifies where such information can be reported.

SECTION 1. ENCOURAGEMENT OF REPORTING. The Club encourages complaints, reports, or inquiries about possible or actual illegal practices or possible or actual serious violations of the Club's policies, including illegal or improper conduct by the Club itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, conflicts of interest, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the Club has existing complaint mechanisms should be addressed under those mechanisms. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

SECTION 2. PROTECTION FROM RETALIATION. The Club prohibits retaliation by or on behalf of the Club against members or the Administrative Assistant for making good faith complaints, reports, or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Club reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports, or inquiries or who otherwise abuse this policy.

SECTION 3. WHERE TO REPORT. Complaints, reports, or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports, or inquiries. They should be directed to the President of the Club, or if that person is implicated in the complaint, report, or inquiry, it should be directed to the Immediate Past President of the Club, or if that person is implicated to an officer or member of the Board of Directors who is not implicated. The Club will conduct a prompt, discreet, and objective review or investigation. The complainant must recognize that the Club may be unable to fully evaluate a vague or general complaint, report, or inquiry that is made anonymously.

ARTICLE XXIV
DOCUMENT RETENTION AND DESTRUCTION POLICY
[Was Art. XXI]

This Document Retention and Destruction Policy of the Club identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of the Club’s documents and records.

SECTION 1. RULES. The Club’s Members and Administrative Assistant, and outsiders (i.e., independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below may be transferred and maintained by the Administrative Assistant; (b) all other paper documents may be destroyed after three years; and (c) no paper or electronic documents may be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.

SECTION 2. TERMS FOR RETENTION.

(a) Retain permanently:

Governance Records - - ~~Articles, Club Bylaws, Club Constitution, and amendments, Bylaws, and amendments,~~ other organizational documents, ~~governing board Board~~ and ~~board committee Committee~~ minutes.

(b) Retain for 10 years (or longer if required by law):

- i. Pension and benefit records – Pension (ERISA) plan participant/beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.
- ii. Government relations records – State and federal lobbying and political contribution reports and supporting records.
- iii. Tax records – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.
- iv. Financial records – Audited financial statements, attorney contingent liability

letters.

(c) Retain for five years (or longer if required by law):

- i. Employee/employment records – Employee names, addresses, social security numbers, dates of birth, INS Form 1-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual). This three year retention period commences on the last day of employment of the applicable employee.
- ii. Lease, insurance, and contract/license records – Software license agreements, vendor, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

(d) Retain for one year (or longer if required by law): All other electronic records, documents, and files, and correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, survey information (retain during the current Year, and for one (1) year thereafter).

SECTION 3. EXCEPTIONS.

Exceptions to these rules and terms for retention may be granted only by the Club's President or ~~the Board of Directors~~.

ARTICLE XXV POLICY ON THE PROCESS FOR DETERMINING COMPENSATION [Was Art. XXII]

This Policy on the Process for Determining Compensation of the Club applies to the compensation of the sole person employed by the Club, to wit: the Administrative Assistant.

The process includes all of these elements: (1) review and approval of compensation by the Board of ~~Directors~~; (2) use of data as to comparable compensation; and (3) contemporaneous documentation and recordkeeping.

SECTION 1. REVIEW AND APPROVAL. The compensation of the person will be reviewed and approved by the Board of ~~Directors~~, provided that persons with conflicts of interest with respect to the compensation arrangement at issue may not be involved in this review and approval.

SECTION 2. USE OF DATA AS TO COMPARABLE COMPENSATION. The compensation of the Administrative Assistant will be reviewed and approved using data as to comparable compensation for similarly qualified persons in functionally comparable positions at similarly situated organizations.

SECTION 3. CONTEMPORANEOUS DOCUMENTATION AND RECORDKEEPING. The Club shall retain documentation and recordkeeping with respect to the deliberations and decisions regarding compensation of the Administrative Assistant.

ARTICLE XXVI
JOINT VENTURE POLICY
[Was Art. XXIII]

This Joint Venture Policy of the Club requires that the Club evaluate its participation in joint venture arrangements under Federal tax law and take steps to safeguard the Club’s non-profit status with respect to such arrangements. It applies to any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity as further defined in this policy.

SECTION 1. JOINT VENTURES OR SIMILAR ARRANGEMENTS WITH TAXABLE ENTITIES.

For purposes of this policy, a joint venture or similar arrangement (or a “venture or arrangement”) means any joint ownership or contractual arrangement through which there is an agreement to jointly undertake a specific business enterprise, investment, or exempt-purpose activity without regard to: (1) whether the Club controls the venture or arrangement; (2) the legal structure of the venture or arrangement; or (3) whether the venture or arrangement is taxed as a partnership or as an association or corporation for federal income tax purposes. A venture or arrangement is disregarded if it meets both of the following conditions:

(a) 95% or more of the venture’s or arrangement’s income for its tax year ending within the Club’s tax year is excluded from unrelated business income taxation (including, but not limited to: (i) dividends, interest, and annuities; (ii) royalties; (iii) rent from real property and incidental related personal property except to the extent of debt- financing; and (iv) gains or losses from the sale of property); and

(b) The primary purpose of the Club’s contribution to, or investment or participation in, the venture or arrangement is the production of income or appreciation of property.

SECTION 2. SAFEGUARDS TO ENSURE NON-PROFIT STATUS PROTECTION. THE CLUB WILL:

- (a) negotiate in its transactions and arrangements with the other members of the venture or arrangement such terms and safeguards adequate to ensure that the Club’s exempt status is protected; and (b) take steps to safeguard the Club’s non-profit status with respect to the venture or arrangement. Some examples of safeguards include:
- (b) Control over the venture or arrangement sufficient to ensure that it furthers the exempt purpose of the Club;
- (c) Requirements that the venture or arrangement gives priority to non-profit status over maximizing profits for the other participants; That the venture or arrangement not engage in activities that would jeopardize the Club’s non-profit status; and

That all contracts entered into with the Club be on terms that are arm’s length or more favorable to the Club.

ARTICLE XXVII
AMENDMENTS
[Was Art. XXIV]

Amendments to ~~these the~~ Bylaws shall first be endorsed and recommended to the Members by the Board. If changes or a restatement are recommended by the Board, ~~these the~~ Bylaws may be amended and/or restated at any annual or regular meeting, a quorum being present, by a two-thirds vote of all Members present, provided that notice of such proposed amendment shall have been provided to each Member by either hand- delivery, mail, facsimile, or electronic mail (or a combination of such methods) at least ~~ten (10)~~ **twenty-one (21)** days before such meeting. No amendment or addition to ~~these~~ Bylaws can be made which is not in harmony with the Club Constitution and with the Constitution and Bylaws of RI.

[Former Art. XXV, Definitions, moved to Art.I]

ARTICLE XXVIII
INTERPRETATION
[Was Art. XXVI]

Throughout ~~these the~~ Bylaws and the ~~Club~~ Constitution, the following rules of construction shall apply: The words "shall," "is," and "are" are mandatory, and the words

"may," "will," and "should" are permissive. Pronouns of either the masculine or feminine gender shall include the other gender. The terminology "mail," "mailing" and "ballot-by-mail" will include utilization of electronic mail (e-mail) and internet technology to reduce costs and increase responsiveness.

Note: The Club is allowed wide latitude in its Bylaws (unlike the Club Constitution which is mandated by RI), so long as its Bylaws are in general harmony with the Standard Rotary Club Constitution, RI Bylaws, and the Rotary Code of Policies. These do not require approval by RI General Secretary unless doubt exists as to such harmony.

(Saved as RCO Bylaws marked rev 6-07-21 v2)