

**THE ROTARY CLUB OF ORLANDO, INC.
CONSTITUTION
2022 AMENDED AND RESTATED**

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ARTICLE 1
DEFINITIONS

As used in this 2021 Amended and Restated Constitution, unless the context otherwise clearly requires, the words in this Article shall have the following meanings:

1. Board: The Board of Directors of the Club.
2. Bylaws: The Bylaws of the Club.
3. Club: The Rotary Club of Orlando, Inc.
4. Director: A director of the Club's Board of Directors.
5. Foundation: Rotary Club of Orlando Foundation, Inc.
6. Member: A member, other than an honorary member, of the Club.
7. RI: Rotary International.
8. Satellite Club (when applicable): A potential club whose members shall also be Members without voting rights of the Club.
9. In Writing: A communication capable of documentation, regardless of method of transmission
10. Year: The twelve-month period which begins on 1 July.

ARTICLE 2
NAME

The name of this organization shall be The Rotary Club of Orlando, Inc. (Member of Rotary International).

The name of a Satellite of the Club (when applicable) shall be the Rotary Satellite Club of _____ (a satellite of The Rotary Club of Orlando, Inc.).

ARTICLE 3
LOCALITY

The locality of the Club is as follows: The City of Orlando, Florida, and surrounding suburban communities. Any satellite club of the Club shall be located in this locality or the surrounding area.

ARTICLE 4
PURPOSES OF THE CLUB

The purposes of the Club are to:

- (a) pursue the Object of Rotary;

- (b) carry out successful service projects based on the Five Avenues of Service;
- (c) contribute to the advancement of Rotary by strengthening membership;
- (d) support the Rotary Foundation; and
- (e) develop leaders beyond the club level.

ARTICLE 5
OBJECT OF ROTARY

The Object of Rotary is to encourage and foster the ideal of service as a basis of worthy enterprise and, in particular, to encourage and foster:

First. The development of acquaintance as an opportunity for service;

Second. High ethical standards in business and professions; the recognition of the worthiness of all useful occupations, and the dignifying of each Rotarian's occupation as an opportunity to serve society;

Third. The application of the ideal of service in each Rotarian's personal, business, and community life;

Fourth. The advancement of international understanding, goodwill, and peace through a world fellowship of business and professional persons united in the ideal of service.

ARTICLE 6
FIVE AVENUES OF SERVICE

Rotary's Five Avenues of Service are the philosophical and practical framework for the work of the Club.

1. Club Service, the first Avenue of Service, involves action a Member should take within the Club to help it function successfully.
2. Vocational Service, the second Avenue of Service, has the purpose of promoting high ethical standards in businesses and professions, recognizing the worthiness of all dignified occupations, and fostering the ideal of service in the pursuit of all vocations. The role of Members includes conducting themselves and their businesses in accordance with Rotary's principles and lending their vocational skills to club-developed projects in order to address the issues and needs of society.
3. Community Service, the third Avenue of Service, comprises varied efforts that Members make, sometimes in conjunction with others, to improve the quality of the life of those who live within-the Club's locality or municipality.
4. International Service, the fourth Avenue of Service, comprises those activities that Members do to advance international understanding, goodwill, and peace by fostering acquaintance with people of other countries, their cultures, customs, accomplishments, aspirations, and problems, through reading and correspondence and

through cooperation in all Club activities and projects designed to help people in other lands.

5. Youth, the fifth Avenue of Service, recognizes the positive change implemented by youth and young adults through leadership development activities, involvement in community and international service projects, and exchange programs that enrich and foster world peace and cultural understanding.

ARTICLE 7 MEETINGS

Section 1. Regular Meetings.

- (a) Day and Time. The Club shall hold a regular weekly meeting on the day and time provided in the Bylaws.
- (b) Method of Meeting. Attendance may be in person, by telephone, online, or through an online interactive activity. An interactive meeting shall be considered to be held on the day that the interactive activity is posted.
- (c) Change of Meeting. For good cause, the Board may change a regular meeting to any day between the preceding and following regular meetings or to a different hour of the regular day, or to a different place.
- (d) Cancellation. The Board may cancel the regular meeting of any week
 - (1) because it falls on a holiday, or during a week that includes a holiday;
 - (2) in observance of the death of a Member;
 - (3) because of an epidemic or a disaster that affects the whole community;
 - (4) because of an armed conflict in the community.

The Board may cancel up to four (4) regular meetings in a Year for causes not otherwise specified herein provided that the Club does not fail to meet for more than three (3) consecutive meetings.

- (e) 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 of the meeting may be changed in a way similar to that provided for the Club's regular meetings in Section 1(c) of this Article. A satellite club meeting may be cancelled for the reasons in Section 1(d) of this article. Voting procedures shall be as provided in its bylaws.

Section 2. Annual Meeting.

- (a) An annual meeting to install incoming Officers and Directors shall be held before 31 December as provided in the Bylaws.
- (b) A satellite club shall hold an annual meeting to install its incoming officers and directors of its members before 31 December as provided in its bylaws.

Section 3. Board Meetings. Within forty-five (45) days after all Board meetings, written minutes should be available to all Members.

Section 4. Exceptions. The Bylaws may include provisions that are not in accordance with this section. The Club, however, must meet at least twice per month.

ARTICLE 8
MEMBERSHIP

Section 1. General Qualifications. The Club shall be composed of adult persons who demonstrate good character, integrity, and leadership; possess good reputation within their business, profession and/or and good business, professional, and/or community; and are willing to serve in their community and/or around the world.

Section 2. Types. The Club shall have two (2) types of membership, namely: active and honorary. Clubs may create other types in accordance with Section 7 of this Article. These members are reported to RI as either active or honorary.

Section 3. Active Members. A person possessing the qualifications set forth in Article 5, Section 2 of the RI constitution may be elected as an active member.

Section 4. Satellite Club Members. Members of a satellite club of the Club shall also be members without voting rights of the Club until the satellite club is admitted to RI as a Rotary club.

Section 5. Prohibited Dual Membership. No Member shall simultaneously:

- (a) Belong to the Club and another club other than a satellite of the Club or
- (b) Be an honorary member of the Club.

Section 6. Honorary Membership.

The Club may elect honorary members for terms set by the Board, who shall:

- (a) be exempt from paying dues;
- (b) not vote;
- (c) not hold any Club office;
- (d) not hold classifications; and

- (e) be entitled to attend all meetings and enjoy all other privileges, but have no rights or privileges in any other club, except to visit without being a Rotarian's guest.

ARTICLE 9
CLUB MEMBERSHIP COMPOSITION

Section 1. General Provisions. Each member shall be classified in accordance with the member's business, profession, occupation, or community service. The classification shall describe the principal and recognized activity of the member's firm, company, or institution, the member's principal and recognized business or professional activity, or the nature of the member's community service activity. The Board may adjust a member's classification if the member changes positions, professions, or occupations.

Section 2. Diverse Club Membership. The Club's membership should represent a cross section of the businesses, professions, occupations, and civic organizations in its community, including age, gender, and ethnic diversity

ARTICLE 10
ATTENDANCE

Section 1. General Provisions. Each Member should attend the Club's regular meetings. A Member shall be counted as attending a regular meeting if the Member is present for at least sixty percent (60%) of the meeting, or is present and is called away unexpectedly and subsequently produces evidence to the satisfaction of the Board that such action was reasonable, or makes up for an absence in any of the following ways:

- (a) If, within fourteen (14) days before or after the regular time for that meeting, the Member:
 - (i) attends at least sixty percent (60%) of the regular meeting of another club or of a provisional club; or
 - (ii) attends a regular meeting of a Rotaract or Interact club, or Rotary Community Corps, or Rotary Fellowship, or of a provisional Rotaract or Interact club, or Rotary Community Corps, or Rotary Fellowship; or
 - (iii) attends a convention of RI, a council on legislation, an international assembly, a Rotary institute for past and present officers of RI, a Rotary institute for past, present, and incoming officers of RI, or any other meeting convened with the approval of the Board of Directors of RI or the president of RI acting on behalf of the Board of Directors of RI, a Rotary multizone conference, a meeting of a committee of RI, a Rotary district conference, a Rotary district assembly, any district meeting held by direction of the Board of Directors of RI, any district committee meeting held by direction of the district governor, or a regularly

- announced intercity meeting of Rotary clubs; or
- (iv) is present at the usual time and place of a regular meeting of another club for the purpose of attending such meeting, but that club is not meeting at that time or place; or
- (v) attends and participates in a Club service project or a Club sponsored community event or meeting authorized by a resolution of the Board; or
- (vi) attends a Board meeting or, if authorized by the Board, a meeting of a committee or subcommittee to which the Member is assigned; or
- (vii) participates through a club website in an interactive activity requiring an average of thirty (30) minutes of participation.

When a Member is outside the member's country of residence for more than fourteen (14) days, the time restriction shall not be imposed so that the Member may attend meetings in another country at any time during the travel period, and each such attendance shall count as a valid make-up for any regular meeting missed during the Member's time abroad.

- (b) At the Time of the Meeting. A Member shall be credited with a make-up if, at the time of the meeting, the Member is
 - (i) traveling with reasonable directness to or from one of the meetings specified in Section (a)(iii) of this Section; or
 - (ii) serving as an officer or Member of a committee of RI, or a trustee of The Rotary Foundation; or
 - (iii) serving as the special representative of the district governor in the formation of a new club; or
 - (iv) on Rotary business in the employ of RI; or
 - (v) directly and actively engaged in a district sponsored or RI or Rotary Foundation sponsored service project in a remote area where making up attendance is impossible; or
 - (vi) engaged in Rotary business duly authorized by the Board which precludes attendance at the meeting.

Section 2. Extended Absence on Outposted Assignment. If a Member will be working on an outposted assignment for an extended period of time, attendance at the meetings of a designated club at the site of the assignment will replace attendance at the meetings of the Member's club, provided there is a mutual agreement between the two clubs.

Section 3. Excused Absences. A Member's absence shall be excused if

- (a) the absence complies with the conditions and under circumstances approved by the Board. The Board may excuse a Member's absence for reasons which it considers to be good and sufficient. Such excused absences shall not extend for longer than twelve (12) months.
- (b) the age of the Member is sixty-five (65) and above and the aggregate of the Member's years of age and years of membership in one or more cubs is eighty-five (85) years or more and the Member has notified the Secretary in writing of the Member's desire to be excused from attendance and the Board has approved.

Section 4. RI Officers' Absences. A Member's absence shall be excused if the Member is a current officer of RI.

Section 5. Attendance Records. Any Member whose absences are excused under the provisions of Section 3 or Section 4 of this Article shall not be included in the membership figure used to compute the Club's attendance nor shall such absences or attendances be used for that purpose.

ARTICLE 11 DIRECTORS AND OFFICERS AND COMMITTEES

Section 1. Governing Body. The governing body of the Club shall be the Board, as provided in the Bylaws.

Section 2. Authority. The Board shall have general control over all Officers and Committees and, for good cause, may declare any office vacant.

Section 3. Board Action Final. In all Club matters, the decision of the Board is final, subject only to appeal to the Club. However, when the Board decides to terminate membership, the Member, according to Article 14, Section 6, may appeal to the Club, request mediation, or request arbitration. An appeal to reverse Board decision requires a two-thirds vote of the Members present at a regular meeting specified by the Board, provided that a quorum is present, and the notice of the appeal has been given by the Secretary to each Member at least five (5) days before the meeting. The Club's action on an appeal is final.

Section 4. Officers. The Club Officers shall be a President, the Immediate Past President, a President-Elect, and one or more vice presidents, all of whom shall be members of the Board, and a Secretary, a Treasurer, and a Sergeant-at-Arms, who may or may not be members of the Board as the Bylaws shall provide. Each Officer and Director shall be a member in good standing of the Club. Club Officers shall regularly attend satellite club meetings.

Section 5. Election of Officers.

- (a) Terms of Officers other than President. Each Officer shall be elected as provided in the Bylaws. Except for the President, each Officer shall take office 1 July following election and shall serve for the term of office or until a successor has been duly elected and qualified.
- (b) Term of President. A President-nominee shall be elected as provided in the Bylaws at least eighteen (18) months but not more two (2) years before the day of taking office as President. The nominee becomes President-Elect on 1 July in the year before taking office as President. The President takes office on 1 July and serves a period of one (1) year. When a successor is not elected, the current President's term is extended up to one year.
- (c) Qualifications The President-Elect shall attend the presidents-elect training seminar and the training assembly unless excused by the governor-elect. If excused, the President-Elects shall send a Club representative. If the President-Elect does not attend the presidents-elect training seminar and the training assembly and has not been excused by the governor-elect or, if excused, does not send a Club representative to these meetings, the President-Elect shall not serve as Club President. The current president then shall continue to serve until the election of a successor who has attended a presidents-elect training seminar and training assembly, or training deemed sufficient by the governor elect.

ARTICLE 12 GOVERNANCE OF A SATELLITE CLUB

Section 1. Satellite Club Oversight. The Club shall provide general oversight and support as is deemed appropriate by the Board.

Section 2. Satellite Club Board. For day-to-day governance, a satellite club shall have an annually elected board, drawn from its members and comprising the officers of the satellite club and four (4) to six (6) other members as its bylaws shall provide. The highest officer of the satellite club shall be the chair, and other officers shall be the immediate past chair, the chair-elect, the secretary and the treasurer. The satellite board shall be responsible for the day-to-day organization and management of the satellite club and its activities, in accordance with Rotary rules, requirements, policies, aims and objectives under the guidance of the Club. It shall have no authority within, or over, this Club.

Section 3. Satellite Club Reporting Procedure. A satellite club shall, annually submit to the president and board of the club a report on its membership, its activities and programs, accompanied by a financial statement and audited accounts, for inclusion in the Club's reports for its annual general meeting and any other reports that may, from time-to-time, be required by the Club.

ARTICLE 13
DUES

Every Member shall pay annual dues as prescribed in the Bylaws.

ARTICLE 14
DURATION OF MEMBERSHIP

Section 1. Period. Membership shall continue during the existence of the Club unless terminated as provided below.

Section 2. Automatic Termination.

- (a) Exceptions. Membership shall automatically terminate when a Member no longer meets the membership qualifications, except that when a Member moves from the locality of the Club or the surrounding area, but continues to meet all conditions of Club membership the Board may:
 - (i) grant a Member moving from the locality of the Club or the surrounding area a special leave of absence not to exceed one (1) Year to enable the Member to visit and become known to a Rotary Club in the new community if the Member continues to meet all other conditions of Club membership; or
 - (ii) allow a Member moving from the locality of the Club or the surrounding area to retain membership if the Member remains active in the same classification and continues to meet all other conditions of Club membership.
- (b) Rejoining. When a Member in good standing has his or her membership terminated as described in subsection (a), that person may apply for membership again under the same or another business, profession, occupation, community service, or other classification.
- (c) Termination of Honorary Membership. Honorary membership shall automatically terminate at the end of the term set by the Board, unless extended. The Board may revoke an honorary membership at any time for any reason.

Section 3. Termination – Non-payment of Dues.

- (a) Process. Any Member who fails to pay dues within thirty (30) days after they are due shall be notified in writing by the Secretary at the Member's last known address. If the dues are not paid on or before ten (10) days of the date of notification, the Board may terminate membership, at its discretion.

- (b) Reinstatement. The Board may reinstate the former Member to membership if the former member requests and pays all debts to the Club.

Section 4. Termination – Non-attendance.

Attendance requirement removed.

Section 5. Termination – Other Causes.

- (a) Good Cause. The Board may terminate the membership of any Member who ceases to have the qualifications for membership in the Club or for any good cause by a vote of at least two-thirds of the Board Members present and voting, at a meeting called for that purpose. The guiding principles for this meeting shall be Article 8, Section 1; The Four-Way Test; and the high ethical standards that one should hold as a Rotary club member.
- (b) Notice. Before the Board acts under Section (a) of this Section, the Member shall be given at least ten (10) days' written notice and an opportunity to respond in writing to the Board. The Member has the right to appear before the Board to state his or her case. Notice shall be by personal delivery or by registered letter to the Member's last known address.

Section 6. Right to Appeal, Mediate, or Arbitrate Termination.

- (a) Notice. Within seven (7) days after the date of the Board's decision to terminate or suspend membership, the Secretary shall notify the Member in writing. Within fourteen (14) days after the notice, the Member may give written notice to the Secretary of the intention either to appeal to the Club, request mediation, or to arbitrate as provided in Article 18.
- (b) Date for Hearing of Appeal. In the event of an appeal, the Board shall set a date for the hearing of the appeal at a regular Club meeting to be held within twenty-one (21) days after receipt of the notice of appeal. At least five (5) days' written notice of the meeting and its special business shall be given to every Member. Only Members shall be present when the appeal is heard.
- (c) Mediation or Arbitration. The procedure utilized for mediation or arbitration shall be as provided for in Article 18.
- (d) Appeal. If an appeal is taken, the action of the Club shall be final and binding on all parties and shall not be subject to arbitration.
- (e) Decision of Arbitrators or Umpire. If arbitration is requested, the

decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.

- (f) **Unsuccessful Mediation.** If mediation is requested but is unsuccessful, the member may appeal to the Club or arbitrate as provided in Section (a) of this Section.

Section 7. Board Action Final. Board action shall be final if no appeal to the Club is taken, and no arbitration is requested.

Section 8. Resignation. The resignation of any Member from the Club shall be in writing, addressed to the President or Secretary. The resignation shall be accepted by the Board if the Member has no indebtedness to the Club.

Section 9. Forfeiture of Property Interest. Any person whose Club membership has been terminated in any manner shall forfeit all interest in any funds or other property belonging to the Club, if under local laws, the member may have acquired any right to them upon joining the Club.

Section 10. Temporary Suspension. Notwithstanding any provision of this constitution, if in the opinion of the Board

- (a) credible accusations have been made that a Member has refused or neglected to comply with this constitution, or has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Club; and
- (b) those accusations, if proved, constitute good cause for terminating the membership of the Member; and
- (c) it is desirable that no action should be taken in respect of the membership of the Member pending the outcome of a matter or an event that the Board considers should properly occur before such action is taken by the Board; and
- (d) that in the best interests of the Club and without any vote being taken as to his or her membership, the Member's membership should be temporarily suspended and the Member should be excluded from attendance at meetings and other activities of the Club and from any office or position the Member holds within the Club the Board may, by a vote of not less than two-thirds (2/3) of the Board, temporarily suspend the Member as aforesaid for a reasonable period of time not exceed ninety (90) days and on such further conditions as the Board determines. A suspended Member may appeal or refer to mediation or arbitration as provided in Article 14, Section 6. During the suspension, the member shall be excused from fulfilling attendance responsibilities. Prior to the expiration of the suspension period, the Board must either proceed to terminate the membership of the suspended Member or reinstate the suspended Member to full regular status.

ARTICLE 15
COMMUNITY, NATIONAL, AND INTERNATIONAL AFFAIRS

Section 1. Proper Subjects. Any public question involving the welfare of the community, the nation, and the world is a proper subject of fair and informed discussion at a Club meeting. However, the Club shall not express an opinion on any pending controversial public measure.

Section 2. No Endorsements. The Club shall not endorse or recommend any candidate for public office and shall not discuss at any Club meeting the merits or demerits of any such candidate.

Section 3. Non-Political.

- (a) Resolutions and Opinions. The Club shall neither adopt nor circulate resolutions or opinions, and shall not take action dealing with world affairs or international policies of a political nature.
- (b) Appeals. The Club shall not direct appeals to clubs, peoples, or governments, or circulate letters, speeches, or proposed plans for the solution of specific international problems of a political nature.

Section 4. Recognizing Rotary's Beginning. The week of the anniversary of Rotary's founding, (23 February) is World Understanding and Peace Week. During this week, the Club will celebrate Rotary service, reflect upon past achievements, and focus on programs of peace, understanding, and goodwill in the community and throughout the world.

ARTICLE 16
ROTARY MAGAZINES

Section 1. Mandatory Subscription. Unless the Club is excused by the by RI Board of Directors, each Member shall subscribe to an official magazine. Two Rotarians who reside at the same address may subscribe jointly to an official magazine. The subscription fee shall be paid on the dates set by the Board for the payment of per capita dues for the duration of membership in the Club.

Section 2. Subscription Collection. The subscription shall be collected by the Club from each Member in advance and remitted to RI or to the office of regional publications as may be determined by the RI board of directors.

ARTICLE 17
ACCEPTANCE OF OBJECT AND COMPLIANCE WITH
CONSTITUTION AND BYLAWS

By paying dues, a Member accepts the principles of Rotary expressed in its object and agrees to comply with and be bound by the Club Constitution and Bylaws. On these conditions alone is a member entitled to the privileges of the Club. Each Member shall be subject to the terms of the Club Constitution and Bylaws whether or not the Member has received copies of them.

ARTICLE 18
ARBITRATION AND MEDIATION

Section 1. Disputes. Any dispute between any current or former Member(s) and the Club, any Club Officer, or the Board, except a decision by the Board shall, upon a request to the Secretary by any of the disputant, be resolved by either mediation or arbitration.

Section 2. Date for Mediation or Arbitration. Within twenty-one (21) days after receipt of the request, the Board, in consultation with the disputants, set a date for the mediation or arbitration.

Section 3. Mediation. The procedure for mediation shall be

- (a) recognized by an appropriate authority with national or state jurisdiction or
- (b) be recommended by a competent professional body whose recognized expertise covers alternative dispute resolution;
- (c) recommended TRF trustees.

Only Rotarians may be mediators. The Club may ask the governor or the governor's representative to appoint a mediator with appropriate mediation skills and experience.

- (a) Mediation Outcomes. The outcomes or decisions agreed to by the disputants after mediation shall be recorded and copies given to each party, the mediator or mediators, and the Board. A summary statement acceptable to the parties shall be prepared for the information of the Club. Any disputant, through the President or Secretary, may call for a further mediation if a party has retracted significantly from the mediated position.
- (b) Unsuccessful Mediation. If mediation is requested but is unsuccessful, any disputant may request arbitration, as provided in Section 1 of this Article.

Section 4. Arbitration. In the event of a request for arbitration, each disputant shall appoint a Rotarian as an arbitrator and the arbitrators shall appoint an umpire.

Section 5. The decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and not be subject to appeal.

ARTICLE 19
BYLAWS

The Club shall adopt Bylaws not inconsistent with the R.I Constitution and Bylaws, with the rules of procedure for an administrative territorial unit, and with this constitution to give additional provisions for the government of the Club. The Bylaws may be amended as they provide.

ARTICLE 20
INTERPRETATION

Throughout this constitution, 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.

ARTICLE 21
AMENDMENTS

Amendments to this Constitution shall first be endorsed and recommended to the Members by the Board. If changes or a restatement are recommended by the Board, this Constitution may be amended and/or restated at any annual or regular meeting, a quorum being present, by a two-thirds (2/3) 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 twenty-one (21) days before such meeting. No amendment or addition to this Constitution can be made which is not in harmony with the Constitution and Bylaws of RI.