

# OCSC Booster Club



## OCSC Booster Club By-laws

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## **ARTICLE I – NAME, MISSION, AND PURPOSE**

### **1.1 Name**

- A. The name of this organization shall be the OCSC Booster Club, formerly known and operated under the name Sports, Fitness & Fun Gymnastics Team Inc. (SFFGT).

### **1.2 Mission Statement**

- A. The OCSC Booster Club (Hereinafter referred to as 'The Club', or 'Club'), is a non-profit organization that is composed of a group of parents and guardians of gymnasts on the OCSC Gymnastics Team (Hereinafter referred to as 'The Team', or 'Team'), who are competing in levels 3 through 10, and Xcel levels Silver through Diamond. Our mission is to support The Team both financially and socially. Every deliberation we make must start with the question, "Is this what's best for the gymnasts?" In addition to raising funds to help offset expenses, The Club is committed to providing our gymnasts with opportunities outside of the gym to have fun, and develop team building. Some social events include the annual holiday party, awards banquet, team outings and much more. Fundraising, application of funds, and accounting must adhere to the tax laws governing 501 (c) (3) organizations.

### **1.3 Purpose**

- A. The purpose of the OCSC Booster Club shall be:
  - a. To always do what is best for the competitive gymnasts.
  - b. To provide a supportive and encouraging atmosphere that promotes team camaraderie and support.
  - c. To promote our gym which will give The Team visibility and further our goals.
  - d. To organize fundraisers that will fund activities for all competitive gymnasts.
  - e. To bring parents and guardians together for the sole purpose of benefiting all competitive gymnasts.

## **ARTICLE II – MEMBERSHIP**

### **2.1 Membership**

- A. A Club Member is defined as any parent or guardian of a gymnast who is a Member of The Team and is maintaining their Membership in good standing.
- B. A Club Member may attend meetings, participate in fundraising events, volunteer for Club events, and any other efforts to further the mission of The Club.
- C. The Club Membership list will be maintained by The Board.
- D. The Club must provide a copy of the current Bylaws to any person requesting them.
- E. Members may opt out of the club by official notice. Outstanding fees owed to the club must be paid prior to leaving the club. Non-members must arrange to pay OCSC management directly.

### **2.2 Membership In Good Standing**

- A. Club Members must maintain Membership in good standing, which includes the following criteria:
  - a. Being the parent/guardian of at least one gymnast on The Team.
  - b. Prompt and full payment of Team fees, and any other fees, if applicable, as communicated by The Board.
  - c. Signoff on the Member Handbook signature page.

### **2.3 NSF Check Policy**

- A. Any Member whose check is returned by the bank for NSF (Non-Sufficient Funds) will be charged the current bank fee for each NSF check.
- B. The Club reserves the right to deny personal check payments after one NSF occurrence.

### **2.4 Member Leave**

- A. A Member must communicate via Official Notice, a pause in their gymnasts' attendance, of more than 31 days, to The Club in advance of the pause. Regardless, Team Fees must be paid promptly on the schedule set by The Club.
- B. In the absence of Official Notice of a pause, from a Member to The Club, Team Fees and Subsidy may be surrendered after 60 days of non-attendance of Team practice.
- C. The Board reserves the right to address a Member's situation on a case by case basis.

## ARTICLE III – THE BOARD

### 3.1 Board Eligibility

- A. Only Club Members in good standing may be eligible for nomination and election to board positions.

### 3.2 Board Members

- A. **Executive Board** - The Executive Board shall consist of President, Vice President, Secretary, VP-Fundraising, Treasurer and Assistant Treasurer.
  - a. No Club Member may fill more than one Executive Board position at a time.
  - b. If The Board decides that additional Executive Board positions need to be added, it shall be referred to Membership vote.
  - c. If the Executive Board has less than three positions filled, then The Board shall not have authority to vote on any decisions, and shall instead refer all decisions to Membership vote.
- B. **General Board** - composed of Level Representatives from each competitive level of The Team.
  - a. Level Representatives have voting rights at board meetings.

### 3.3 Term Limits

- A. Executive Board Members shall have a term of two full years, not to exceed two consecutive terms in one position. To ensure historic knowledge is retained, two groups of the Executive Board will be elected separately on even and odd years.
  - a. **Even Years** - President, Treasurer, Secretary
  - b. **Odd Years** - Vice President, Assistant Treasurer, VP-Fundraising
- B. Level Representatives shall have a term of one year, beginning in September.
  - a. There are no term limits for Level Representatives.

### 3.4 Compensation

- A. There shall be no compensation paid for serving on The Board, other than Subsidy from home meets.

### 3.5 Board Volunteer Requirements

- A. Each Board Member is required to volunteer as Home Meet Coordinator for at least one session at each home meet.
- B. Each home meet session should have 2 Board Members volunteering as Home Meet Coordinator (See 4.8).
- C. Ensuring Board volunteer coverage is the responsibility of the President, or Vice-President in his/her absence.

### 3.6 Vacancies and Resignation

- A. In the event that the position of President is vacant, it shall be filled by the Vice President, or Vice President's choice from current Executive Board Members, to serve as acting President for the remainder of the term of that position. If President and Vice-President positions are vacant, the following hierarchy shall be used for back-filling those positions. Treasurer, Secretary, Assistant Treasurer, VP-Fundraising.
- B. The President may nominate a current board Member, or a Club Member in good standing, for a vacant position.
  - a. At the next board meeting, The Board will vote to approve or veto the nomination.
  - b. In the event of a veto, The Board shall communicate, by Official Notice, a call for nominations to all Members of The Club, and convene a special meeting in a timely fashion to vote on nominated Members.
- C. Board Members who resign without due cause, as determined by Board vote, may not be nominated for a board position for a minimum of one (1) year.

### 3.7 Nominations and Elections - Executive Board

- A. Nominations are received at the April Membership meeting.
  - a. Nominations for positions with expiring terms may be presented by any Club Member in good standing, and must be approved by the nominee..
  - b. Each nomination requires a second by another Club Member in good standing.
  - c. The list of nominated Members shall be distributed to The Club Membership at least one week prior to the date of the vote.
- B. Elections may be held online prior to, but no later than, the May Membership meeting.
  - a. The election shall be taken by in person or online ballot.
  - b. If only one person is nominated for an Executive board position, then no voting is needed for that position.

- c. New Board Members will start their term on July 1st.

### **3.8 Nominations and Elections - General Board**

- A. Nominations and Elections shall be held at the September Membership meeting each year.
  - a. Level Representatives are nominated by their level parents during the September Membership meeting.
  - b. If only one person is nominated for a level representative position, then no voting is needed for that position.
  - c. The election shall be taken by in person or online ballot.
  - d. If a level has no nomination, the President will make every effort to recruit and assign a Level Representative as quickly as possible.
  - e. If a level representative's gymnast moves levels mid-season, they will forfeit their current level representative position, and the President will make every effort to recruit and assign a Level Representative as quickly as possible.

### **3.9 Removal From Board**

- A. Any Board Member who is not performing the duties of his/her elected or appointed position or has violated the guidelines of these By-laws is subject to removal from said position by a majority vote of The Board.
- B. A call for a vote on removal of a Board Member may be initiated by either a two-thirds vote of The Board at a meeting of The Board, or by a petition signed by no less than two-thirds of the Members In Good Standing of The Club.
  - a. The signed petition must be presented to The Board at a Board meeting.
  - b. Upon receipt of the petition, The Board will make every effort to review the petition and certify the signatures as quickly as possible. The Board Member(s) named in the petition will be recused from the petition review process.
  - c. If a sufficient number of certified signatures are present on the petition, The Board will convene a special Membership meeting to review the list of complaints against The Board Member(s) being charged with not performing their duties or violating these By-laws.
  - d. The Board Member(s) named in the petition shall be allowed to address the Membership at this meeting.
  - e. At the conclusion of the special meeting, the Membership will vote on whether to remove the named Board Member(s).

### **3.10 Dissolution of The Club**

- A. **Board Vote** - The Board may vote at any time to refer dissolution to The Membership. Vote shall be by simple majority.
  - a. If The Board votes to refer dissolution to The Membership, a Special Membership Meeting shall be scheduled.
- B. **Special Membership Meeting Vote**
  - a. At the meeting, the Membership in attendance of the meeting shall vote to dissolve The Club. Vote determination is by simple majority.
    - i. If the Membership votes to dissolve The Club, dissolution proceedings shall commence.

## **ARTICLE IV – DUTIES OF BOARD POSITIONS**

### **4.1 President**

- A. Manage the day-to-day business affairs of The Club.
- B. Appoint Members to fill vacancies on The Board as necessary, subject to ratification of Membership.
- C. Represent the organization in an official capacity and have supervision and management over the affairs of the organization as are not otherwise specifically designated to others.
- D. Have power to appoint committees and shall be an Ex-Officio Member of such committees.
- E. Conduct the affairs of The Club and execute the policies established by The Board.
- F. Preside over all Board, and Membership meetings when attending.

### **4.2 Vice President**

- A. Assist the President as requested.
- B. Assume the duties of the President at his/her request, or in his/her absence or incapacity.
- C. In the event that the position of President becomes vacant, to serve as acting President for the remainder of the term of that position.
- D. Liaison with coaches on a consistent basis.
- E. Address and delegate Membership correspondence.
- F. Coordinate and recruit for committees and ensure they are operating properly.

#### 4.3 Secretary

- A. Communicate Meeting invitations, reminders, and information to Club Membership.
- B. Maintain meeting agendas if applicable, and record, archive, and provide written minutes of the meetings.
- C. Ensure that minutes are approved at the next sequential meeting.
- D. Maintain attendance for meetings
- E. Maintain all records, papers, minutes and reports submitted during meetings.
- F. Present list of candidates at the April Membership meeting.
- G. Other functions pertinent to the position as assigned by the President.

#### 4.4 Treasurer

- A. Prepare and present for approval, with the assistance of The Board, a proposed annual budget by September 30<sup>th</sup> of the fiscal year.
- B. Maintain financial documents, such as invoices, canceled checks, and bank statements.
- C. Collect funds and deposit them in a timely manner into a bank account approved by The Board.
- D. Present a report at Membership meetings.
- E. Ensure timely filing of federal and state tax returns by Certified Accountant, as well as other financial reports, pertaining to The Club's 501(c)(3) status, as applicable.
- F. Maintain an accurate account of all incoming funds and payments.
- G. Other functions pertinent to the position as assigned by the President.

#### 4.5 Assistant Treasurer

- A. Assist in the preparation a proposed budget by September 30<sup>th</sup> of the fiscal year
- B. Responsible for all Team Fees received. Follow up with any late or delinquent payment
- C. In coordination with the Secretary, keep an accurate record of Membership who are in good standing
- D. Coordinate with Head Coach of The Team when registration with meets is planned to ensure all gymnasts that are being registered for meets are in good standing. If Team Fees are behind or unpaid, the gymnast cannot compete.
- E. Maintain accurate records of household Team Fee accounts, Subsidies, and expenditures.

#### 4.6 VP Fundraising

- A. Solicit volunteers and form committees as needed for fundraising events.
- B. Collaborate with the Treasurer and Assistant Treasurer to ensure proper accounting of funds raised.
- C. Appoint fundraising committee chairpersons as necessary. Serve in an advisory capacity to all fundraising committee chairpersons
- D. Provide and maintain accurate descriptions of the duties and responsibilities associated with each fundraiser.
- E. Ensure that all fundraising efforts comply with 501 (c) (3) regulations.

#### 4.7 Level Representatives (General Board)

- A. Participate in Board meetings
- B. Relay information both ways between The Board and level parents.

#### 4.8 Home Meet Coordinator

- A. **Home Meet Coordinator** is a special volunteer position reserved for Board Members.
- B. **Duties**
  - a. General oversight of home meet operations.
  - b. Liaison with the meet director throughout each session to ensure home meets run smoothly.
  - c. Designate Club Members to cover open volunteer sessions, or fill-in as needed.
  - d. At the end of every session, or when deemed necessary, pickup, transport, count, document, and securely store earnings, along with at least one volunteer from each revenue station, and Treasurer or Assistant Treasurer, if available. Amounts must be reported to the Treasurer and Assistant Treasurer in a timely manner.

## **ARTICLE V – MEETINGS, VOTES AND QUORUMS**

### **5.1 Meeting Notification**

- A. All Executive Board, and Membership meeting times, dates, and locations shall be communicated via Official Notice at least 7 days prior to the meeting.

### **5.2 Meeting Attendance**

- A. Executive Board Members are required to attend every Board meeting.
  - a. Unexcused absences from two Board meetings in one year shall be cause to consider the position "vacant."
  - b. A Member's meeting absence shall be excused if they notify the President or Vice President at least 48 hours in advance of a meeting.
- B. Level Representatives are required to attend every board meeting.
  - a. Unexcused absences from three Board meetings in one year shall be cause to consider the position "vacant."
  - b. A Member's meeting absence shall be excused if they notify the President or Vice President at least 48 hours in advance of a meeting.

### **5.3 Board Meetings**

- A. There shall be a minimum of five (5) Board meetings per year held typically every other month between September and June, at a time and place designated by The Board.
- B. An additional budget meeting shall be held between July and August to set The Club annual budget.
- C. During Board meetings, The Board has the authority to make necessary decisions to keep the Booster Club running smoothly and, at the discretion of the President, may make decisions on matters without calling for a vote.
- D. Minutes, and if technically possible, recordings for all meetings will be archived.
- E. Board meeting votes may only occur if a quorum is present.

### **5.4 Membership Meetings**

- A. There shall be a minimum of four (4) Membership meetings per year, between September and June at a time and place designated by The Board.
- B. Membership meetings will be presided over by the President, or, in his/her absence, another Executive Board Member.
- C. Required Membership Meetings
  - a. September Membership Meeting - Annual Budget Approval, Level Representative Vote
  - b. April Membership Meeting - Executive Board nominations
  - c. May Membership Meeting - Executive Board elections
- D. Non-voting Members may attend Membership Meetings.

### **5.5 Committee Meetings**

- A. Committees will be formed and meetings held as needed.

### **5.6 Special Meetings**

- A. Special Meetings may be called by the President or by a majority vote of all voting Members.
- B. Notice will be issued at least one (1) week prior to the date of the meeting, and the date, time location, and specific issue(s) or item(s) to be considered will be defined in the notice.
- C. No business, other than that specified in the notice, shall be transacted at that special meeting.

### **5.7 Order of Business**

- A. The agenda for all Board and Membership Meetings, shall contain, at minimum, the following items, if applicable:
  - a. Call to order by presiding Executive Board Member.
  - b. Introduction of new board Members.
  - c. Reading and approval of minutes.
  - d. Quorum decision.
  - e. Presentation of Treasurer's report.
  - f. Other board position reports.
  - g. Committee reports.

- h. Coaches' Items.
- i. Upcoming Activities & Events.
- j. Other business as appropriate.
- k. Votes.
- l. Discussion of the next meeting date, time, and location.
- m. Adjournment.

#### 5.8 Motions

- A. May be presented by any Member in good standing, who is present at the meeting.
- B. Each motion requires a second by another Member in good standing.
- C. A quorum is required for any nomination or motion that requires a vote.

#### 5.9 Voting Types and Tiebreaker

- A. **In-Person** - Votes in person may include participants on a web meeting platform, such as Zoom.
- B. **Electronic** - Votes may be presented via trackable electronic means that identify the voter as a Member.
- C. **Tie Votes** - In the event of a tie vote, a re-vote shall take place, without the Vice-President, as soon as possible. If a tie occurs again, the vice-President shall break the tie.

#### 5.10 Voting Rights

- A. Only Members who are in good standing shall be eligible to vote at meetings.
- B. Only one vote shall be granted per competitive gymnast.
- C. Absentee and proxy votes are prohibited.
- D. Coaches are non-voting Members.

#### 5.11 Quorum

- A. At all meetings, a quorum is required in order to vote on an issue or motion.
- B. For Board meetings, a quorum is achieved when attendees comprise the majority (50% plus one) of Members in good standing for which the vote is intended.
- C. For Membership meetings, or email votes, no quorum is required for votes.

## ARTICLE VI – FINANCES

#### 6.1 Fiscal Year

- A. **Fiscal Year** - Typically aligned with each season. Begins on July 1st of each year and ends on June 30<sup>th</sup>.

#### 6.2 Budget

- A. **Drafting and Presentation** - An annual budget will be drafted by The Board at the beginning of the fiscal year, and presented to The Membership by September 30<sup>th</sup>.
- B. **Approval** - This budget must be approved by vote of the Membership by simple majority.
- C. **Modification** - Any budgetary line-item increase, exceeding 20% of the approved budget expense amount, shall be brought to The Membership for a vote, before expenditure is made.
- D. **Non-Budgeted Requests –**
  - a. Non-budgeted requests of \$200 and less - The Executive Board may approve any expenditure that does not exceed these limits
  - b. Non-budgeted requests of more than \$200 - The Board shall evaluate the request and veto, or refer it to Membership vote.
- E. **Summer Expenditures**
  - a. From July 1<sup>st</sup> through the date of the September Membership meeting, when the budget is approved, there will be needs for expenditures related to fundraising activities and other activities.
  - b. The Executive Board may approve expenditures during this time, not to exceed 20% of the previous year's budget for that line item.
  - c. Expenditures of this nature shall be reported at the September Membership meeting..



### 6.3 General Fund

#### A. Income - The General Fund receives income from two main sources.

##### a. Donations and Fundraising

###### i. Documentation

1. All funds raised by The Club must be documented and submitted to the Treasurer or Assistant Treasurer within 10 days of receipt.
2. Separate deposit receipts should be maintained for funds received from each unique fundraising event.

ii. **Deposits** - All funds received by the Treasurers must be deposited into The Club bank account in a timely manner.

iii. **Donations and Sponsorships** - will be accepted and may be designated by donor or sponsor to any item on the existing .approved budget.

1. Receipts will be provided upon request.
2. Donors & sponsors will not be entitled to any refund of donations.

##### b. Team Fees

i. Payments made by Club Members, to The Club, in an amount, and on a payment schedule, defined in the By-laws, or by The Board.

###### ii. Payment Schedule

1. Team Fees are typically paid by Members, four (4) times per season, in July, August, October, and November, and are due on the fifteenth (15th) of the month. The Board reserves the right to adjust the payment schedule.

###### iii. Late Fee

1. Any Team Fee installment that becomes 30 days late, will accrue a \$30 late fee.

###### iv. No Refunds

1. The Club does not give refunds for Team Fees. Likewise, we do not ask Members to pay additional fees beyond the amount set in the approved annual budget.

#### B. Expenses

a. Starter costs for fundraisers, home meets, team events, parties and banquets, and Current season's away meet registration fees where those meets are listed on the official gym schedule, including State Competition fees.

i. **Regional and National competitions ARE NOT INCLUDED.** Members of gymnasts competing in these events must pay registration fees and coaches' expenses for these meets. Because these events are considered prestigious and good publicity for The Team, special fundraising efforts may be arranged to offset Member costs.

b. Coaches' travel expenses, including:

i. Lodging - Arranged by The Club, as discussed with traveling coaches.

ii. Travel - Mileage is paid at the current IRS rate.

iii. Meals - Typically breakfast, lunch, and dinner expenses, subject to approval by The Club.

c. **Reimbursement** - for all expenses shall be made only after receipts for the expenditures have been audited, documented and approved by the Treasurer(s).

i. **Reimbursement requests** - must be accompanied by a receipt, and should be submitted to the Treasurer(s) within 30 days of the incurred expense or by three weeks prior to the end of the fiscal year, whichever comes first.

d. **Allowable Expenditures:**

i. Expenditures are for items that benefit ONLY the entire competitive team

ii. Cannot be an item that a non-competitive team Member would use

#### C. Reporting

a. An updated financial report shall be made available at each of the Membership meetings.

#### D. Carry-Over

a. The Club is authorized to carry over funds for the following fiscal year as recommended by the Executive Board.

b. The minimum amount of \$25,000 (if available,) shall be carried over to the next fiscal year to prepare for

the next year's fundraising activities (ex. Home Meet Start up fees).

#### **6.4 Individual Team Fee Accounts and Subsidy**

- A. Household Team Fee Tracking Accounts** - A Household Team Fee Tracking Account will be created for one or more gymnasts in the same family, which tracks both Team Fee payments and Subsidy.
- B. Subsidy** - A subsidy pool will be created from a percentage of surplus funds from each home meet. Every household will receive an equal fraction of the subsidy pool, regardless of participation, determined by the number of team gymnasts in the household. Subsidy will be provided by check.
  - a. Non-Transferrable** - Subsidies cannot be transferred.

#### **6.5 Bank Accounts**

- A.** The Executive Board may authorize bank account(s) to be maintained at an institution insured by the FDIC or NCUA.
- B.** The Treasurer shall maintain checking account statements and records and sufficient funds to permit the efficient operation of the fiscal affairs of The Club.
- C.** No signatory shall sign a check made payable to himself or herself.

#### **6.6 Fundraising**

- A.** The Board may conduct fundraising events and other activities to generate revenue that requires Members, as well as others, to participate.
- B.** All fundraising activities must be approved by the Executive Board.
- C.** All funds raised must be deposited into a Club bank account.

#### **6.7 Final Disbursement of Funds**

- A.** Upon a vote to dissolve The Club, the remaining funds in Club accounts shall first be used to pay any outstanding Club debt.
- B.** A vote shall be taken by The Club Membership to spend remaining funds on an item or items that benefit all gymnasts.

## **ARTICLE VII – AMENDMENTS TO THE BYLAWS**

### **7.1 Amendments**

- A.** Any amendment to the By-laws shall be brought to the Membership at least one month prior to voting on the amendment.
- B.** Amendments must be voted upon by all Membership and must be approved by a two-thirds majority.
- C.** At a minimum, every 2 years The Club By-laws will be reviewed and approved with changes or without changes.
- D.** All approved amendments shall become effective immediately and recorded by the Secretary and copies made available to all Members via electronic means.

## **ARTICLE VIII – GRIEVANCE PROCEDURES**

### **8.1 Grievance**

- A.** Any Member of The Club may send an Official Notice to the Executive Board alleging a violation of any provision of these By-laws or the Handbook.

### **8.2 Referral of Grievance**

- A.** Upon receipt of a grievance, The Board will review, and decide if the grievance has merit.
- B.** If The Board agrees that the grievance has merit, then The Board shall attempt to resolve internally.
  - a.** If a resolution is agreed upon within 30 days, The Board shall report the grievance and resolution at the next Membership Meeting.
  - b.** If a resolution cannot be agreed upon within 30 days, a Special Membership Meeting will be scheduled for as soon as possible to seek resolution.
- C.** If The Board agrees that the grievance is without merit, then a Special Membership Meeting will be scheduled for as soon as possible.

### **8.3 Special Membership Grievance Meeting**

- A. Member Presentation of Grievance** - The Club Member bringing forth the grievance shall have ten (10) minutes to present evidence to support the grievance.
- B. Executive Board Presentation of Arguments** - The President or her/his designee, shall have ten (10) minutes to present arguments and evidence on behalf of The Club.

- C. **Member Q&A** - The Membership in attendance shall have ten (10) minutes to ask questions before the vote.
- D. **Membership Vote** - At the close of the presentation of evidence and arguments by the Member and the President or his/her designee, the Membership in attendance of the meeting, shall vote to determine if the grievance has merit. Vote determination is by simple majority.
  - a. If the Membership votes that the grievance is without merit, then the grievance shall be discarded.
  - b. If the Membership votes that the grievance has merit, then a grievance committee shall be created, consisting of at least two (2) Board Members and five (5) Members. This committee shall attempt to resolve the grievance within sixty (60) days.
  - c. The Grievance Committee shall report the resolution of the grievance at the next Membership Meeting.

## **ARTICLE IX - INDEMNIFICATION**

### **9.1 Indemnification**

- A. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of The Club) by reason of the fact that said individual is or was a Member of The Board, Officer, employee, committee Member or agent of The Club, or is or was serving at the request of The Club as a director, officer, employee or agent of trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the individual in connection with such action, suit or proceeding if the individual acted in good faith and in a manner in which the individual 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 said conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner that the individual 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 reasonable cause to believe that said conduct was unlawful.
- B. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of The Club to procure a judgment in its favor by reason of the fact that the individual is or was Member of The Board, Officer, employee, committee Member or agent of the The Club or is or was serving at the request of The Club as a director, officer, employee, or agent of another association, The Club, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the individual in connection with the defense or settlement of such action or suit if the individual reasonable believed to be in or not opposed to the best interests of The Club and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of said duty to The Club unless and only to the extent that the court in which such action or suit was brought 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.
- C. To the extent that a board Member, Officer, employee, committee Member or agent of The Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) or (b) in the defense of any claim, issue or matter therein, the individual shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by said party in connection therewith.
- D. Any indemnification under paragraphs (A) or (B), unless ordered by a court, shall be made by The Club only as authorized in the specific case upon a determination that indemnification of The Board Member, Officer, employee, committee Member or agent is proper in the circumstances because the individual has met the applicable standards of conduct set forth in paragraphs (A) or (B). Such determination shall be made (1) by The Board by a majority vote of a quorum consisting of Members who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable if a quorum of disinterested board Members so directs, by independent legal counsel in a written opinion.
- E. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by The Club in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in

paragraph (d) upon receipt of an undertaking by or on behalf of The Board Member, Officer, employee, committee Member or agent to repay such amount unless it shall ultimately be determined that said individual is entitled to be indemnified by The Club as authorized in this .

- F. The indemnification provided by this shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of Members or disinterested board Members or otherwise both as to action in the individual's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a board Member, officer, employee, committee Member or agent and shall inure to the benefit of the heirs, executors and administrators of such person.
- G. The Club may purchase and maintain insurance of behalf of any person who is or was a board Member, Officer, employee, committee Member or agent of The Club, or is or was serving at the request of The Club as a Member of The Board, director, officer, employee or agent of another association, The Club, partnership, joint venture, trust or other enterprise against any liability asserted against the individual and incurred by The Club in any such capacity or arising out of the individual's status as such, whether or not The Club would have the power to indemnify said individual against such liability under the provisions of this .

## ARTICLE X - GLOSSARY

**Board** - 'The Board' - Composed of both the Executive and General Board Members.

**Board Meeting** - A scheduled meeting of The Club, consisting of only elected board Members.

**Board Member** - 'Member Of The Board' - A Member of either the Executive, or General Board.

**By-laws** - This document which describes the Standards, Policies, and Procedures by which the OCSC Booster Club operates.

**Club Member** - 'Member' 'Member of The Club' - An individual parent or guardian of a gymnast on one of the competitive Teams.

**Competitive Team** - Composed of Levels 3 through 10, and all XL levels of The Team.

**Executive Board** - The President, Vice President, Secretary, VP-Fundraising, Treasurer and Assistant Treasurer.

**General Board** - The Level Representatives of the competitive levels of The Team.

**Member Handbook** - The companion document to the Bylaws which presents key information for Members to understand, and guides Members to the Bylaws to understand how the OCSC Booster Club operates.

**Membership** - 'The Membership' - Includes all Members of The Club who are in Good Standing. - The state of being a Member of The Club.

**Membership Meeting** - A scheduled meeting of The Club, consisting of all Members in good standing of The Club.

**OCSC Gymnastics Team** - 'The Team', or 'Team' - Operated by Orange County Sports Club management, and unaffiliated with the OCSC Booster Club. - Gymnasts who are competing in levels 3 through 10, and Xcel levels.

**OCSC Booster Club** - 'The Club' - A 501 (c) (3) non-profit organization, not affiliated with the OCSC Gymnastics Team or the Orange County Sports Club gym.

**Official Notice** - A communication sent by a Club Member via a trackable method, such as the U.S. Mail, Email, or similar electronic communication format.

**Quorum** - 4.9 - Achieved when a majority (50% plus one) of Members in good standing attend a meeting. All votes must have a quorum present.

**Subsidy Pool** - After a home meet is completed, A surplus pool will be created from a percentage of surplus funds.

**Subsidy** - Every household will receive an equal fraction of the subsidy pool, regardless of participation, determined by the number of team gymnasts in the household. Subsidy will be provided by check.

**Team Fees** - Payments made by Club Members, to The Club, in an amount, and on a payment schedule, defined in the By-laws, or by The Board.

## **ARTICLE XI - CHANGELOG**

### **V2 - 2022-12-17 - PZ (Board Approved 1/12/23)**

- Removed all references to "Credit" & "Team Credit".
- Added references to Subsidy & Subsidy Pool, as per November membership vote to adopt a Subsidy model for home meets.
- Added Subsidy Pool and Subsidy definitions to glossary.
- Edited section 3.5 -Board Volunteer Requirements.
- Edited section 4.8 -Home Meet Coordinator.
- Removed footer text that was redundant to header