

Adopted August 2014

CONSTITUTION  
AND  
BYLAWS  
OF  
ROTARY CLUB OF BOISE METRO, INC.

## TABLE OF CONTENTS

1. CONSTITUTION.....	1
1.1. Definitions.....	1
1.1.1. Board.....	1
1.1.2. Bylaws.....	1
1.1.3. Club.....	1
1.1.4. Director.....	1
1.1.5. Member.....	1
1.1.6. RI.....	1
1.1.7. Satellite club.....	1
1.1.8. Year.....	1
1.2. Name.....	1
1.3. Locality of Club.....	1
1.4. Object of Rotary.....	1
1.5. Five Avenues of Service.....	2
1.5.1. Club Service.....	2
1.5.2. Vocational Service.....	2
1.5.3. Community Service.....	2
1.5.4. International Service.....	2
1.5.5. Youth Service.....	3
1.6. Meetings.....	3
1.6.1. Regular Meetings.....	3
A. Day and Time.....	3

B. Change of Meeting.....	3
C. Cancellation.....	3
1.6.2. Satellite Club Meeting (When Applicable).....	3
1.6.3. Annual Meeting.....	3
A. Club Annual Meeting.....	3
B. Satellite Club Annual Meeting.....	4
1.7. Membership.....	4
1.7.1. General Qualifications.....	4
1.7.2. Kinds - Status.....	4
1.7.3. Active Membership Qualifications.....	4
1.7.4. Transferring or Former Rotarian.....	4
A. Potential Members.....	4
B. Current or Former Members.....	4
1.7.5. Satellite Club Membership.....	5
1.7.6. Dual Membership.....	5
1.7.7. Honorary Membership.....	5
A. Eligibility for Honorary Membership.....	5
B. Rights and Privileges.....	5
1.7.8. Holders of Public Office.....	5
1.7.9. Rotary International Employment.....	5
1.8. Classifications.....	6
1.8.1. General Provisions.....	6
A. Principal Activity.....	6

B. Correction or Adjustment.....	6
1.8.2. Limitations. ....	6
1.9. Attendance.....	6
1.9.1. General Provisions. ....	6
A. 14 Days Before or After the Meeting.....	7
B. At the Time of the Meeting. ....	8
1.9.2. Extended Absence on Outposted Assignment. ....	8
1.9.3. Excused Absences.....	8
1.9.4. RI Officers’ Absences.....	8
1.9.5. Attendance Records. ....	9
1.10. Directors and Officers. ....	9
1.10.1. Board of Directors.....	9
A. Governing Body.....	9
B. Authority. ....	9
C. Board Action Final.....	9
1.10.2. Officers. ....	9
A. List. ....	9
B. Election of Officers. ....	9
i. Terms of Officers other than President. ....	9
ii. Term of President. ....	10
1.10.3. Qualifications. ....	10
A. Each Officer and Director. ....	10
B. President.....	10

C. President-Elect.....	10
1.10.4. Governance of a Satellite Club of This Club (When Applicable). ....	10
A. Locality.....	10
B. Satellite Club Oversight.....	10
C. Satellite Club Board.. ..	11
D. Satellite Club Reporting Procedure. ....	11
1.11. Admission Fees and Dues. ....	11
1.12. Duration of Membership. ....	11
1.12.1. Period.....	11
1.12.2. Automatic Termination.....	11
A. Qualification.....	11
B. How to Rejoin Active Member. ....	12
1.12.3. Termination of Honorary Membership.....	12
1.12.4. Termination Non-payment of Dues. ....	12
A. Process.....	12
B. Reinstatement.....	12
1.12.5. Termination Non-attendance.....	12
A. Attendance Percentages.....	12
B. Consecutive Absences. ....	13
1.12.6. Termination Other Causes.....	13
A. Good Cause. ....	13
B. Notice.....	13
C. Filling Classification. ....	13

1.12.7. Right to Appeal, Mediate or Arbitrate Termination. . . . .	13
A. Notice. . . . .	13
B. Appeal. . . . .	14
i. Date for Hearing of Appeal. . . . .	14
ii. Club Action Final. . . . .	14
C. Mediation or Arbitration. . . . .	14
i. Procedures. . . . .	14
ii. Decision of Arbitrators or Umpire. . . . .	14
iii. Unsuccessful Mediation. . . . .	14
D. Board Action Final if No Other Action Taken. . . . .	14
1.12.8. Resignation. . . . .	14
1.12.9. Forfeiture of Property Interest. . . . .	14
1.12.10. Temporary Suspension. . . . .	15
1.13. Community, National, and International Affairs. . . . .	15
1.13.1. Proper Subjects. . . . .	15
1.13.2. No Endorsements. . . . .	15
1.13.3. Non-Political. . . . .	16
A. Resolutions and Opinions. . . . .	16
B. Appeals. . . . .	16
1.13.4. Recognizing Rotary’s Beginning. . . . .	16
1.14. Rotary Magazines. . . . .	16
1.14.1. Mandatory Subscription. . . . .	16
1.14.2. Subscription Collection. . . . .	16

1.15. Acceptance of Object and Compliance with Constitution and Bylaws. . . . .	16
1.16. Arbitration and Mediation. . . . .	17
1.16.1. Disputes. . . . .	17
1.16.2. Date for Mediation or Arbitration. . . . .	17
1.16.3. Mediation. . . . .	17
A. Mediation Outcomes. . . . .	17
B. Unsuccessful Mediation - Request for Arbitration. . . . .	17
1.16.4. Arbitration. . . . .	18
A. Appointment of Arbitrator. . . . .	18
B. Decision of Arbitrators or Umpire. . . . .	18
1.17. Bylaws. . . . .	18
1.18. Interpretation - Electronic Communications. . . . .	18
1.19. Amendments. . . . .	18
1.19.1. Manner of Amending. . . . .	18
1.19.2. Amending Sections and . . . . .	18
1.20. Signature. . . . .	19
2. BYLAWS OF THE ROTARY CLUB OF BOISE METRO, INC. . . . .	20
2.1. Offices. . . . .	20
2.1.1. Principal Office. . . . .	20
2.1.2. Registered Office. . . . .	20
2.2. Members. . . . .	20
2.2.1. Membership Admission. . . . .	20
2.2.2. Membership Termination. . . . .	21

2.2.3. Annual Meeting. . . . .	21
2.2.4. Regular Weekly Meetings.. . . .	21
2.2.5. Attendance. . . . .	21
2.2.6. Special Meetings.. . . .	21
2.2.7. Place of Meeting. . . . .	21
2.2.8. Notice of Meetings. . . . .	21
2.2.9. Waiver of Notice.. . . .	22
2.2.10. Officers of the Members' Meetings.. . . .	22
2.2.11. Quorum and Voting Requirements.. . . .	22
2.2.12. Proxies. . . . .	22
2.2.13. Action by Members Without a Meeting. . . . .	22
2.3. Board of Directors. . . . .	23
2.3.1. General Powers and Standard of Care. . . . .	23
2.3.2. Presumption of Assent. . . . .	23
2.3.3. Number and Qualification of Directors. . . . .	24
2.3.4. Election of Directors.. . . .	24
2.3.5. Vacancies. . . . .	25
2.3.6. Removal of Directors. . . . .	25
2.3.7. Committees of Directors.. . . .	25
A. Membership. . . . .	25
B. Authority. . . . .	25
C. Tenure.. . . .	26
D. Chairperson. . . . .	26



E. Vacancies. . . . .	26
F. Resignation. . . . .	26
G. Removal. . . . .	26
H. Quorum. . . . .	26
I. Rules of Order. . . . .	26
2.3.8. Directors' and Committee Meetings. . . . .	26
2.3.9. Waiver of Notice. . . . .	27
2.3.10. Quorum and Voting Requirements. . . . .	28
2.3.11. Action Without a Meeting. . . . .	28
2.3.12. Compensation. . . . .	28
2.3.13. Director Conflicts of Interest. . . . .	28
2.3.14. Loans to Directors. . . . .	29
2.3.15. Liability of Directors for Wrongful Distribution of Assets. . . . .	29
2.3.16. Fees and Annual Dues. . . . .	30
2.4. Committees. . . . .	30
2.4.1. Standing Committees. . . . .	30
A. Membership. . . . .	30
B. Club Public Relations. . . . .	30
C. Club Administration. . . . .	30
D. Service Projects. . . . .	30
E. Rotary International Foundation. . . . .	30
2.4.2. Additional Committees. . . . .	31
2.4.3. Members of Committees. . . . .	31

2.4.4. President Ex-Officio Member of Committees. ....	31
2.4.5. Duties and Authority of Committees. ....	31
2.5. Officers. ....	31
2.5.1. List of Officers. ....	31
2.5.2. Vacancies. ....	31
2.5.3. President. ....	31
2.5.4. President-Elect. ....	32
2.5.5. Vice-President. ....	32
2.5.6. Secretary. ....	32
2.5.7. Treasurer. ....	32
2.5.8. Sargent-at-Arms. ....	33
2.5.9. Salaries. ....	33
2.6. Miscellaneous. ....	33
2.6.1. Indemnification of Officers, Directors, Employees and Agents. ....	33
2.6.2. Books and Records. ....	33
2.6.3. Loans. ....	34
2.6.4. Contracts. ....	34
2.6.5. Checks, Drafts, etc. ....	34
2.6.6. Dispute Resolution. ....	34
2.6.7. Deposits. ....	34
2.6.8. Gifts. ....	34
2.6.9. Annual Financial Statements. ....	34
2.6.10. Fiscal Year. ....	34

2.6.11. Regulation of Internal Affairs.....	34
2.7. Amendments. ....	35
2.8. Signatures.....	35

**CONSTITUTION AND BYLAWS OF THE  
ROTARY CLUB OF BOISE METRO**

**1. CONSTITUTION.**

**1.1. Definitions.** As used in this constitution, unless the context otherwise clearly requires, the words in this article shall have the following meanings:

**1.1.1. Board.** The Board of Directors of the Rotary Club of Boise Metro, Inc.

**1.1.2. Bylaws.** The Bylaws of the Rotary Club of Boise Metro, Inc. as provided in Section 2.

**1.1.3. Club.** The Rotary Club of Boise Metro, Inc.

**1.1.4. Director.** A member of the Board of Directors as provided in Section 2.3 of the Bylaws.

**1.1.5. Member.** A member, other than an honorary member, of the Club.

**1.1.6. RI.** Rotary International.

**1.1.7. Satellite club.** When applicable, a potential club whose members shall also be members of the Club.

**1.1.8. Year.** The twelve-month period which begins on 1 July.

**1.2. Name.** The name of this organization shall be the Rotary Club of Boise Metro, Inc., an Idaho non-profit corporation formed on February 20, 1996 upon the filing with the Secretary of State of Idaho the Article of Incorporation attached as Schedule 1.2.

**1.3. Locality of Club.** The locality of the Club is Boise, Idaho and its surroundings.

**1.4. 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:

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

1.4.2. 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;

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

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

**1.5. Five Avenues of Service.** Rotary's Five Avenues of Service are the philosophical and practical framework for the work of this Rotary club.

**1.5.1. Club Service.** The first Avenue of Service involves action a member should take within this club to help it function successfully.

**1.5.2. 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.

**1.5.3. Community Service.** The third Avenue of Service comprises varied efforts that members make, sometimes in conjunction with others, to improve the quality of life of those who live within this club's locality or municipality.

**1.5.4. 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.

**1.5.5. Youth Service.** 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.

## **1.6. Meetings.**

### **1.6.1. Regular Meetings.**

**A. Day and Time.** The Club shall hold a regular meeting once each week on the day and at the time provided in the Bylaws, Section 2.2.4 .

**B. Change of Meeting.** For good cause, the Board may change a regular meeting to any day during the period commencing with the day following the preceding regular meeting and ending with the day preceding the next regular meeting, or to a different hour of the regular day, or to a different place.

**C. Cancellation.** The Board may cancel a regular meeting if it falls on a legal holiday, including a commonly recognized holiday, or in case of the death of a club member, or of an epidemic or of a disaster affecting the whole community, or of an armed conflict in the community which endangers the lives of the club members. The Board may cancel not more than four regular meetings in a year for causes not otherwise specified herein provided that this club does not fail to meet for more than three consecutive meetings.

**1.6.2. Satellite Club Meeting (When Applicable).** If provided in the Bylaws, a Satellite Club shall hold regular weekly meetings at a place and at a time and day decided by its members. The day, time and place of the meeting may be changed in a similar way to that provided for the Club's regular meetings in Section 1.6.1.B. A Satellite Club meeting may be cancelled for any of the reasons enumerated in Section 1.6.1.C. Voting procedures shall be as provided in the Bylaws.

### **1.6.3. Annual Meeting.**

**A. Club Annual Meeting.** An annual meeting for the election of officers shall be held not later than 31 December as provided in Section 2.3.4 of the Bylaws.

**B. Satellite Club Annual Meeting.** A Satellite Club, when applicable, shall hold an annual meeting of its members before 31 December to elect officers for the general governance of the Satellite Club.

**1.7. Membership.**

**1.7.1. General Qualifications.** The Club shall be composed of adult persons of good character and good business, professional and/or community reputation.

**1.7.2. Kinds - Status.** The Club shall have two kinds (status) of membership: (1) active and (2) honorary.

**1.7.3. Active Membership Qualifications.** A person possessing the qualifications set forth in Article 5, Section 2 of the RI Constitution may be elected to Active Membership in the Club.

**1.7.4. Transferring or Former Rotarian.**

**A. Potential Members.** A member may propose to Active Membership a transferring member or former member of a club. The transferring or former member of a club being proposed to Active Membership under this section may also be proposed by the former club. The classification of a transferring or former member of a club shall not preclude election to Active Membership even if the election results in club membership temporarily exceeding the classification limits. Potential members of the Club who are current or former members of another club who have debts to the other club are ineligible for membership in the Club. The Club should demand that a potential member present written proof that no money is owed to the other club. The admission of a transferring or former Rotarian as an active member pursuant to this section shall be contingent upon receiving a certificate from the board of the previous club confirming the prospective member's prior membership in that club. Transferring or former members changing clubs should be asked to bring a letter of recommendation from their previous club.

**B. Current or Former Members.** The Club shall provide a statement whether money is owed to the Club when requested by another club with respect to a current or former member of the Club being considered for membership in the other club. If such a statement

is not provided within 30 days of being requested, it shall be assumed that the member does not owe any money to the Club.

**1.7.5. Satellite Club Membership.** Members of a Satellite Club shall also be members of the sponsor club until such time as the Satellite Club shall be admitted into membership of RI as a Rotary club.

**1.7.6. Dual Membership.** No person shall simultaneously hold active membership in the Club and another club other than a Satellite Club of the Club. No person shall simultaneously be a member and an honorary member in the Club. No person shall simultaneously hold active membership in the Club and membership in a Rotaract club.

**1.7.7. Honorary Membership.**

**A. Eligibility for Honorary Membership.** Persons who have distinguished themselves by meritorious service in the furtherance of Rotary ideals and those persons considered friends of Rotary for their permanent support of Rotary's cause may be elected to honorary membership in the Club. The term of such membership shall be as determined by the Board. Persons may hold honorary membership in more than one club.

**B. Rights and Privileges.** Honorary members shall be exempt from the payment of admission fees and dues, shall have no vote, and shall not be eligible to hold any office in the Club. Such members shall not hold classifications, but shall be entitled to attend all meetings and enjoy all the other privileges of the Club. No honorary member of the Club is entitled to any rights and privileges in any other club, except for the right to visit other clubs without being the guest of a Rotarian.

**1.7.8. Holders of Public Office.** Persons elected or appointed to public office for a specified time shall not be eligible to active membership in the Club under the classification of such office. This restriction shall not apply to persons holding positions or offices in schools, colleges, or other institutions of learning or to persons who are elected or appointed to the judiciary. Members who are elected or appointed to public office for a specified period may continue as such members in their existing classifications during the period in which they hold such office.

**1.7.9. Rotary International Employment.** The Club may retain in its membership any member employed by RI.



## **1.8. Classifications.**

### **1.8.1. General Provisions.**

**A. Principal Activity.** Each Member shall be classified in accordance with the member's business, profession, or type of community service. The classification shall be that which describes the principal and recognized activity of the firm, company, or institution with which the member is connected or that which describes the member's principal and recognized business or professional activity or that which describes the nature of the Member's community service activity.

**B. Correction or Adjustment.** If the circumstances warrant, the Board may correct or adjust the classification of any Member. Notice of a proposed correction or adjustment shall be provided to the Member and the Member shall be allowed a hearing thereon.

**1.8.2. Limitations.** The Club shall not elect a person to Active Membership from a classification if the Club already has five or more members from that classification, unless the Club has more than 50 members, in which case, the Club may elect a person to Active Membership in a classification so long as it will not result in the classification making up more than 10 percent of the Club's Active Membership. Members who are retired shall not be included in the total number of members in a classification. The classification of a transferring or former member of a club, or a Rotary Foundation alumnus as defined by the board of directors of RI, 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.

## **1.9. Attendance.**

**1.9.1. General Provisions.** Each member should attend the Club's regular meetings, or Satellite Club's regular meetings if provided in the Bylaws, and engage in the Club's service projects, other events and activities. 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. 14 Days Before or After the Meeting.** 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, of a satellite club meeting of another club, or of a provisional club; or

ii. attends a regular meeting of a Rotaract or Interact club, Rotary Community Corps, or Rotary Fellowship or of a provisional Rotaract or Interact club, 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 training 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 or satellite club 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 the board; or

vi. attends a board meeting or, if authorized by the board, a meeting of a service committee to which the member is assigned; or

vii. participates through a club website in an interactive activity requiring an average of 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 regular meetings or satellite club 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.** 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 1.9.1.A.iii; 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.

**1.9.2. 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 regular meetings of the Member's club, provided there is a mutual agreement between the two clubs.

**1.9.3. 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 months. However, if the leave is for a medical reason that extends for more than twelve months such leave may be renewed by the Board for a period of time beyond the original twelve months.

B. the aggregate of the Member's years of age and years of membership in one or more clubs is eighty five (85) years or more and the Member has notified the Club secretary in writing of the member's desire to be excused from attendance and the Board has approved.

**1.9.4. RI Officers' Absences.** A Member's absence shall be excused if the Member is a current officer of RI or a Rotarian partner of a current officer of RI.

**1.9.5. Attendance Records.** When a member whose absences are excused under the provision of Section 1.9.3.A fails to attend a Club meeting, the Member and the Member's absence shall not be included in the attendance records. In the event that a Member whose absences are excused under the provisions of Section 1.9.3.B or Section 1.9.4 attends a club meeting, the member and the member's attendance shall be included in the membership and attendance figures used to compute this club's attendance.

**1.10. Directors and Officers.**

**1.10.1. Board of Directors.**

**A. Governing Body.** The governing body of the Club shall be the Board of Directors constituted as the Bylaws provide in Section 2.

**B. Authority.** The Board shall have general control over all officers and committees and, for good cause, may declare any office vacant.

**C. Board Action Final.** The decision of the Board in all Club matters is final, subject only to an appeal to the Club. However, as to a decision to terminate membership, a Member, pursuant to Section 1.12.7, may appeal to the Club, request mediation, or request arbitration. If appealed, a decision of the Board shall be reversed only by a two-thirds ( $\frac{2}{3}$ ) vote of the members present, at a regular meeting specified by the Board, provided a quorum is present and notice of the appeal has been given by the secretary to each Member at least five (5) days prior to the meeting. If an appeal is taken, the action taken by the Club shall be final.

**1.10.2. Officers.**

**A. List.** The Club officers shall be a President, the Immediate Past President, a President-Elect, and a Secretary, and may include one or more vice-presidents, all of whom shall be members of the Board. The Club officers shall also include a Treasurer and may include a Sergeant-at-Arms, all of whom may be members of the Board as the Bylaws in Section 2.3 shall provide. Club officers shall regularly attend Satellite Club meetings.

**B. Election of Officers.**

**i. 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 on 1 July

immediately following election and shall serve for the term of office or until a successor has been duly elected and qualified.

**ii. Term of President.** The President shall be elected as provided in the bylaws, not more than two (2) years but not less than eighteen (18) months prior to the day of taking office and shall serve as President-Nominee upon election. The President-Nominee shall take the title of President-Elect on 1 July in the year prior to taking office as President. The President shall take office on 1 July and shall serve a period of one (1) year or until a successor has been duly elected and qualified.

### **1.10.3. Qualifications.**

**A. Each Officer and Director.** Each Officer and director shall be a Member in good standing of the Club.

**B. President.** A candidate for the office of President shall have served as a member of the Club for at least one year prior to being nominated for such office, except where service for less than a full year may be determined by the district governor to satisfy the intent of this requirement.

**C. President-Elect.** The President-Elect shall attend the district presidents-elect training seminar and the district training 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 training 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 able to serve as Club President. In such event, the current President shall continue to serve until a successor who has attended a presidents-elect training seminar and district training assembly or training deemed sufficient by the governor-elect has been duly elected.

### **1.10.4. Governance of a Satellite Club of This Club (When Applicable).**

**A. Locality.** A Satellite Club shall be located in the same locality as this club or in the surrounding area.

**B. Satellite Club Oversight.** The Club shall provide such general oversight and support of a Satellite Club as is deemed appropriate by the Board.

**C. Satellite Club Board.** For the day-to-day governance of a Satellite Club, it shall have its own annually elected board drawn from its members and comprising the officers of the Satellite Club and four to six other members as the bylaws shall provide. The highest officer of the Satellite Club shall be the chairman and other officers shall be the immediate past chairman, the chairman-elect, the secretary and the treasurer. The Satellite Club 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, the Club.

**D. 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 such other reports as may, from time to time, be required by the Club.

**1.11. Admission Fees and Dues.** Every Member shall pay an admission fee and annual dues as prescribed in the Bylaws under Section 2, except that any transferring or former member of another club who is accepted into membership of the Club pursuant to Section 1.7.4.A or any former member of the Club who rejoins th Club, shall not be required to pay a second admission fee. A Rotaractor who ceased to be a member of Rotaract within the preceding two years, who is accepted into membership of the Club, shall not be required to pay an admission fee.

**1.12. Duration of Membership.**

**1.12.1. Period.** Membership shall continue during the existence of the Club unless terminated as hereinafter provided.

**1.12.2. Automatic Termination.**

**A. Qualification.** Membership shall automatically terminate when a Member no longer meets the membership qualifications, except that:

i. the Board may 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 conditions of club membership; or,

ii. the Board may allow a Member moving from the locality of the Club or the surrounding area to retain membership if the Member continues to meet all conditions of Club membership.

**B. How to Rejoin Active Member.** When the membership of a Member has terminated as provided in Section 1.12.2, such person, provided such person's membership was in good standing at the time of termination, may make new application for membership, under the same or another classification. A second admission fee shall not be required.

**1.12.3. Termination of Honorary Membership.** Honorary membership shall automatically terminate at the end of the term for such membership as determined by the Board. However, the Board may extend an honorary membership for an additional period. The Board may revoke an honorary membership at any time.

**1.12.4. Termination Non-payment of Dues.**

**A. Process.** Any Member failing to pay dues within thirty (30) days after the prescribed time 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, membership may terminate, subject to the discretion of the Board.

**B. Reinstatement.** The Board may reinstate the former Member to membership upon the former Member's petition and payment of all indebtedness to the Club. However, no former Member may be reinstated to active membership if the former Member's classification is in conflict with Section 1.8.2.

**1.12.5. Termination Non-attendance.**

**A. Attendance Percentages.** A Member must:

i. attend or make up at least 50 percent of Club regular meetings or Satellite Club meetings, or engage in Club projects, other events and activities for at least 12 hours in each half of the year, or a proportionate combination of both; and

ii. attend at least 30 percent of the Club's regular meetings or Satellite Club meetings, or engage in Club projects, other events and activities in each half of the year

(assistant governors, as defined by the board of directors of RI, shall be excused from this requirement).

If a Member fails to attend as required, the Member's membership may be subject to termination unless the Board consents to such non-attendance for good cause.

**B. Consecutive Absences.** Unless otherwise excused by the Board for good and sufficient reason or pursuant to Section 1.9.3 or 1.9.4, each Member who fails to attend or make up four consecutive regular meetings shall be informed by the Board that the Member's non-attendance may be considered a request to terminate membership in the Club. Thereafter, the Board, by a majority vote, may terminate the Member's membership.

#### **1.12.6. 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 not less than two-thirds of the Board members present and voting, at a meeting called for that purpose. The guiding principles for this meeting shall be Section 1.7.1; The Four-Way Test; and the high ethical standards that one should hold as a Rotary club member.

**B. Notice.** Prior to taking any action under Section 1.12.6.A, the Member shall be given at least ten (10) days' written notice of such pending action and an opportunity to submit a written answer to the Board. The Member shall have the right to appear before the Board to state the Member's case. Notice shall be by personal delivery or by registered letter to the Member's last known address.

**C. Filling Classification.** When the Board has terminated the membership of a Member as provided for in this section, the Club shall not elect a new member under the former Member's classification until the time for hearing any appeal has expired and the decision of the Club or of the arbitrators has been announced. However, this provision shall not apply if, by election of a new Member, the number of members under the said classification would remain within provided limitations even if the Board's decision regarding termination is reversed.

#### **1.12.7. Right to Appeal, Mediate or Arbitrate Termination.** .

**A. Notice.** Within seven (7) days after the date of the Board's decision to terminate membership, the Secretary shall give written notice of the decision to the Member. Within



fourteen (14) days after the date of the notice, the Member may give written notice to the Secretary of the intention to appeal to the Club, request mediation, or to arbitrate as provided in Section 1.16.

**B. Appeal.**

**i. 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.

**ii. Club Action Final.** 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.

**C. Mediation or Arbitration.**

**i. Procedures.** The procedure utilized for mediation or arbitration shall be as provided in Section 1.16.

**ii. 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.

**iii. Unsuccessful Mediation.** If mediation is requested but is unsuccessful, the member may appeal to the club or arbitrate as provided in subsection (a) of this section.

**D. Board Action Final if No Other Action Taken.** Board action shall be final if no appeal to the Club is taken and no arbitration is requested.

**1.12.8. 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 this club.

**1.12.9. 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.

**1.12.10. 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. For the purposes of this clause, the Member shall be excused from fulfilling attendance responsibilities;

the Board may, by a vote of not less than two-thirds ( $\frac{2}{3}$ ) of the Board, temporarily suspend the Member as aforesaid for such period and on such further conditions as the Board determines, albeit for a period no longer than is reasonably necessary in all the circumstances.

**1.13. Community, National, and International Affairs.**

**1.13.1. Proper Subjects.** The merits of any public question involving the general welfare of the community, the nation, and the world are of concern to the members of the Club and shall be proper subjects of fair and informed study and discussion at a Club meeting for the enlightenment of its members in forming their individual opinions. However, the Club shall not express an opinion on any pending controversial public measure.

**1.13.2. 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.

### **1.13.3. 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.

**1.13.4. Recognizing Rotary's Beginning.** The week of the anniversary of Rotary's founding (23 February) shall be known as 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.

### **1.14. Rotary Magazines.**

**1.14.1. Mandatory Subscription.** Unless, in accordance with the bylaws of RI, the Club is excused by the board of directors of RI from complying with the provisions of this section, each Member shall, for the duration of membership, subscribe to the official magazine or to the magazine approved and prescribed for the Club by the board of directors of RI. Two Rotarians residing at the same address have the option to subscribe jointly to the official magazine. The subscription shall be paid in six (6) month periods for the duration of membership in the Club and to the end of any six (6) month period during which membership may terminate.

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

**1.15. Acceptance of Object and Compliance with Constitution and Bylaws.** By payment of an admission fee and dues, a Member accepts the principles of Rotary as expressed in its object and submits to and agrees to comply with and be bound by the constitution and bylaws of the Club,

and on these conditions alone is entitled to the privileges of the Club. Each Member shall be subject to the terms of the constitution and bylaws regardless of whether such member has received copies of them.

## **1.16. Arbitration and Mediation.**

**1.16.1. Disputes.** Should any dispute, other than as to a decision of the Board, arise between any current or former member(s) and the Club, any Club officer or the Board, on any account whatsoever which cannot be settled under the procedure already provided for such purpose, the dispute shall, upon a request to the Secretary by any of the disputants, either be resolved by mediation or settled by arbitration.

**1.16.2. Date for Mediation or Arbitration.** In the event of mediation or arbitration, the Board shall set a date for the mediation or arbitration, in consultation with disputants, to be held within twenty-one (21) days after receipt of the request for mediation or arbitration.

**1.16.3. Mediation.** The procedure for such mediation shall be that recognized by an appropriate authority with national or state jurisdiction or be that recommended by a competent professional body whose recognized expertise covers alternative dispute resolution or be that recommended by way of documented guidelines determined by the board of RI or the trustees of The Rotary Foundation. Only a member of a Rotary club may be appointed as mediator(s). The Club may request the district governor or the governor's representative to appoint a mediator who is a member of a Rotary club and who has appropriate mediation skills and experience.

**A. Mediation Outcomes.** The outcomes or decisions agreed between the parties as a result of mediation shall be recorded and copies held by each party, the mediator(s) and one copy given to the Board and to be held by the Secretary. A summary statement of outcomes acceptable to the parties involved shall be prepared for the information of the Club. Either party, through the President or Secretary, may call for further mediation if either party has retracted significantly from the mediated position.

**B. Unsuccessful Mediation - Request for Arbitration.** If mediation is requested but is unsuccessful, any disputant may request arbitration as provided in Section 1.16.1.

#### **1.16.4. Arbitration.**

**A. Appointment of Arbitrator.** In the event of a request for arbitration, each party shall appoint an arbitrator and the arbitrators shall appoint an umpire. Only a member of a Rotary club may be appointed as umpire or as arbitrator.

**B. 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.

**1.17. Bylaws.** The Club has adopted Bylaws, Section 2, not inconsistent with the constitution and bylaws of RI, with the rules of procedure for an administrative territorial unit where established by RI, and with this Constitution, Section 1, embodying additional provisions for the government of the Club. Such Bylaws may be amended from time to time as therein provided.

**1.18. Interpretation - Electronic Communications.** 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.

#### **1.19. Amendments.**

**1.19.1. Manner of Amending.** Except as provided in Section ?, this Constitution, Section 1 may be amended only by the council on legislation in the same manner as is established in the bylaws of RI for the amendment of its bylaws.

**1.19.2. Amending Sections 1.2 and 1.3.** Section 1.2 (Name) and Section 1.3 (Locality of the Club) of the Constitution shall be amended at any regular meeting of the Club, a quorum being present, by the affirmative vote of not less than two-thirds ( $\frac{2}{3}$ ) of all voting members present and voting, provided that notice of such proposed amendment shall have been mailed to each member and to the governor at least ten (10) days before such meeting, and provided further, that such amendment shall be submitted to the board of directors of RI for its approval and shall become effective only when so approved. The governor may offer an opinion to the board of directors of RI regarding the proposed amendment.

**1.20. Signature.** The undersigned, being the Secretary of the Club, does hereby certify that the foregoing Constitution was regularly adopted as the Constitution of the Club by the Members at the meeting held on the \_\_\_ day of September, 2014.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## **2. BYLAWS OF THE ROTARY CLUB OF BOISE METRO, INC.**

### **2.1. Offices.**

**2.1.1. Principal Office.** The principal office of Rotary Club of Boise Metro, Inc., an Idaho non-profit corporation ("Club"), shall be located at 205 North 10<sup>th</sup> Street, Fourth Floor, Boise, Idaho, 83702. The Club may have such other offices as the Board of Directors may designate or as the business of the Club may require from time to time.

**2.1.2. Registered Office.** The registered office of the Club required by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), to be maintained in the State of Idaho shall be located at 205 North 10<sup>th</sup> Street, Fourth Floor, Boise, Idaho, 83702 and may be changed from time to time by the Board of Directors.

### **2.2. Members.**

**2.2.1. Membership Admission.** Admission of Members shall be in accordance with this Section 2.2.1 consistent with Section 1.7 of the Constitution.

A. The name of a prospective member, proposed by an active member of the Club, shall be submitted to the Board or Membership Committee in writing, by means of a completed Application for Membership. A transferring or former member of another club may be proposed to active membership by the former club. The proposal shall be kept confidential except as otherwise provided in this procedure.

B. The Membership Committee will review the Application for Membership and inform the prospective member of the purposes of Rotary and the privileges and responsibilities of membership. The Membership Committee will submit its recommendation to the Board.

C. The Board shall approve or disapprove the proposal within 60 days.

D. If the decision of the Board is favorable, the prospective member's name shall be published to the Club membership. If no written objection to the proposal, stating reasons, is received by the Board from any member (other than honorary) of the Club within seven (7) days following publication of information about the prospective member, that person, as prescribed in these Bylaws, shall be considered to be elected to membership, and will be so notified. If any such

objection has been filed with the Board, it shall vote on this matter at its next meeting. If approved despite the objection, the proposed member shall be considered to be elected to membership.

E. Following the election, the President shall arrange for the new member's induction, membership card, and new member Rotary literature. In addition, the President or Secretary will report the new member information to RI and the President will assign a Member to assist with the new Member's assimilation to the Club as well as assign the new Member to a club project or function.

F. The Club may elect, in accordance with the Section 1.7.7 of the Constitution, Honorary Members proposed by the board.

**2.2.2. Membership Termination.** Termination of Membership shall be as described in Section 1.12 of the Constitution.

**2.2.3. Annual Meeting.** Subject to Section 1.6.3 of the Constitution, the annual meeting of the Members shall be held on such date and at such time as the Board of Directors shall fix each year for the purpose of transacting such business as may come before the meeting.

**2.2.4. Regular Weekly Meetings.** The regular weekly meetings of the Club shall be held on Tuesdays at 12:00 Noon. Due notice of any changes in or canceling of the regular meeting shall be given to all members of the Club.

**2.2.5. Attendance.** Attendance requirements shall be as provided in Section 1.9 of the Constitution.

**2.2.6. Special Meetings.** Subject to Section 1.6.1.B, the Board of Directors may call special meetings of the Members for any purpose or purposes.

**2.2.7. Place of Meeting.** Meetings of the Members shall be held at the place designated for the regular weekly meetings of the Club; provided, however, that the Board of Directors may designate any other place as the location for any annual, weekly, or special meeting.

**2.2.8. Notice of Meetings.** The Secretary, the President or members of the Board of Directors shall give notice of membership meetings to Members via United States first class mail or any other method that is specifically authorized under the Act. If notice is given by United States first class mail, such notice shall be deemed to be delivered when deposited in the United States mail



addressed to the Member at the Member's address as it appears in the records of the Club or such other last known address of which the Club may have notice, with postage thereon prepaid.

**2.2.9. Waiver of Notice.** Whenever any notice is required to be given to any Member under the provisions of the Act, under the provisions of the Constitution of the Club ("Constitution"), or Articles of Incorporation of the Club ("Articles") or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**2.2.10. Officers of the Members' Meetings.** The presiding officer at Members' meetings shall be the President of the Club or, in the absence of the President, the President-Elect or, in the absence of both the President and President-Elect, a chairperson selected by the President prior to the meeting or, if not, then by the Members present at the meeting. The Secretary of the Club or, in the absence of the Secretary, any person appointed by the presiding officer of the meeting, shall act as secretary of a Members' meeting.

**2.2.11. Quorum and Voting Requirements.** One-third ( $\frac{1}{3}$ ) of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If a quorum is initially present and is continuing, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater number is required by the Act, the Articles, or these Bylaws.

**2.2.12. Proxies.** A Member may vote either in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution. Every proxy shall be revocable at the pleasure of the Member who executed it.

**2.2.13. Action by Members Without a Meeting.** Any action required or permitted to be taken at a meeting of the Members of the Club may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of Members and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

### **2.3. Board of Directors.**

**2.3.1. General Powers and Standard of Care.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Club shall be managed under the direction of, the Board of Directors except as may be otherwise provided in the Act, the Constitution, or the Articles. If any such provision is made in the Articles or Constitution, the powers and duties conferred or imposed upon the Board of Directors by the Act shall be exercised or performed to such extent by such person or persons as shall be provided in the Articles or Constitution.

A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board of Directors upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Club, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

A. one (1) or more officers or employees of the Club whom the Director reasonably believes to be reliable and competent in the matters presented;

B. counsel, public accountants or other person as to matters that the Director reasonably believes to be within such person's professional or expert competence; or

C. a committee of the Board of Directors upon which such Director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

Such Director shall not be considered to be acting in good faith if such Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who performs such duties shall have no liability by reason of being or having been a Director of the Club.

**2.3.2. Presumption of Assent.** A Director of the Club who is present at a meeting of its Board of Directors at which any action on any corporate matter is taken shall be presumed to

have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file such Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the Secretary of the Club within three (3) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**2.3.3. Number and Qualification of Directors.** The number of Directors serving on the Board of Directors shall be fixed pursuant to resolutions adopted by the Board of Directors; but shall not be less than nine (9) and not more than twelve (12) Board members. Subject to Section 1.10.1 of the Constitution, the Board of Directors shall consist of the President, Vice-President, President-elect, Secretary, Treasurer, immediate past President and at least three (3), but not more than six (6), Directors elected in accordance with this Section 2.3.4 of these Bylaws. Each Director shall hold office for the term for which such Director is elected and until such Director's successor shall have been elected and qualified. Directors shall be Members of the Club but need not be residents of the State of Idaho.

**2.3.4. Election of Directors.** At a regular weekly meeting in the month prior to the meeting for election of officers, the presiding officer shall ask for nominations by members of the Club for President (who will serve as president elect and who will take office at the beginning of the fiscal year that begins approximately eighteen months later), and for the officers who will take office at the beginning of the next fiscal year (in approximately six months): Vice-President, Secretary, Treasurer, and at least three (3) but not more than six (6) members of the Board of Directors. The nominations may be presented by a nominating committee and by members from the floor. If the Board of Directors determines to have a nominating committee, the Board of Directors shall appoint such committee. The nominations duly made shall be placed on a ballot in alphabetical order under each office and shall be voted for at meeting of the Members in accordance with Section 1.10.2.B of the Constitution, preceding the beginning of the next fiscal year; but no later than the last regular weekly meeting in the month of December immediately preceding the beginning of the next fiscal year. The candidates for President (who will serve as president-elect at the beginning of the next fiscal year), Vice-President, Secretary, and Treasurer receiving a majority of the votes shall be declared elected to their respective offices. The candidates for director receiving a majority of the

votes shall be declared elected as directors. The President elected in such balloting shall serve as a member of the Board of Directors as president-elect for the year commencing on the first day of July next following the election, and shall assume office as President on the first day of July immediately following the year of service on the Board of Directors as President-Elect.

**2.3.5. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors for a term of office continuing only until the next regular election of Directors.

**2.3.6. Removal of Directors.** To the extent not inconsistent with the Act or the Constitution, at a meeting of Members called expressly for that purpose, any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the votes then entitled to vote at an election of Directors. If less than the entire Board of Directors is to be removed, no one of the Directors may be removed if the votes cast against the Director's removal would be sufficient to elect the Director if then cumulatively voted at an election of the entire Board of Directors. Notwithstanding the foregoing, Directors may also be removed from the Board of Directors in accordance with sections 3-30-70 and 3-30-71 of the Act.

**2.3.7. Committees of Directors.**

**A. Membership.** The Board of Directors, by resolution adopted by a majority of the Directors then in office, may designate and appoint one or more Director committees, each of which shall consist of two (2) or more Directors.

**B. Authority.** Director committees, to the extent provided in the resolution establishing the committee, shall have and exercise the authority of the Board of Directors in the management of the Club; provided, however, that no Director committee shall have the authority of the Board of Directors in reference to (i) authorize distributions, (ii) approve or recommend to Members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Club's assets, (iii) elect, appoint or remove directors or fill vacancies on the Board of Directors or on any of its committees, or (iv) adopt, amend or repeal the Articles or these Bylaws. The designation and

appointment of any such Director committee and the delegation of authority to a Director committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon the Board of Directors, or any individual Director.

**C. Tenure.** Each member of a committee shall continue as such until the next annual meeting of the Members of the Club and until a successor is appointed unless (i) the committee is sooner terminated, (ii) such member is removed from the committee, or (iii) such member ceases to qualify as a member of the committee.

**D. Chairperson.** One member of each committee shall be appointed chairperson by the Board of Directors.

**E. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**F. Resignation.** Any committee member may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Club. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon receipt. Acceptance of the resignation shall not be necessary to make the resignation effective.

**G. Removal.** Any committee member may be removed by the person or persons authorized to appoint such member with or without cause.

**H. Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**I. Rules of Order.** The rules contained in the then most current edition of Robert's Rules of Order shall govern the meetings of committees where not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

**2.3.8. Directors' and Committee Meetings.** Meetings of the Board of Directors, regular or special, or meetings of any committee designated thereby, may be held either within or without the State of Idaho. Unless otherwise specified in this section or in the notice for such meeting, all meetings shall be held at the principal office of the Club.

Except as otherwise provided in this section, regular or special meetings of the Board of Directors or any committee designated thereby may be called by or at the request of the President, any Director or the chair of a committee, as the case may be, upon written or verbal notice thereof given to all other Directors or committee members, as the case may be, at least three (3) days before the meeting. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same location as, the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board of Directors or such committee by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and the participation by such means shall constitute presence in person at a meeting. For any meeting held by conference telephone or similar communications equipment, notice of the meeting shall be given at least one (1) hour prior thereto by telephone or other communication directly with the Directors and/or committee members.

The attendance at or participation of a Director or committee member in any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends or participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee designated thereby need be specified in the notice or waiver of notice for such meeting.

**2.3.9. Waiver of Notice.** Whenever any notice is required to be given to any Director or committee member under the provisions of the Act, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**2.3.10. Quorum and Voting Requirements.** A majority of the number of Directors fixed by Section 2.3.3 of these Bylaws shall constitute a quorum for the transaction of business at meetings of the Board of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A majority of the number of committee members fixed and appointed by the Board of Directors or the President, as the case may be, shall constitute a quorum for the transaction of business at a meeting of such committee. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

**2.3.11. Action Without a Meeting.** Any action required by the Act to be taken at a meeting of the Board of Directors of the Club, or any action that may be taken at a meeting of the Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

**2.3.12. Compensation.** No Director or committee member shall receive a salary or other compensation for service in that capacity but may be reimbursed for actual expenses incurred in the performance of such service. This provision shall not preclude any Director from serving the Club in any other capacity and receiving additional compensation therefor.

**2.3.13. Director Conflicts of Interest.** No contract or other transaction between the Club and one or more of its Directors or any other corporation, firm, association or entity in which a Director of the Club is financially interested or in which one or more of its directors or officers are also Directors of the Club, shall be either void or voidable because of such relationship or interest or because such Director or Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because such Director's or Directors' votes are counted for such purposes, if:

A. the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for such action without counting the vote or consent of such interested Directors;

B. the fact of such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent, in which vote or consent such interested Directors may participate to the extent that they are also Members; or,

C. the contract or transaction is fair and reasonable to the Club and the fact of such relationship or interest is fully and fairly disclosed or known to the Club.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors, or a committee thereof, that authorizes, approves or ratifies such contract or transaction.

**2.3.14. Loans to Directors.** The Club shall not lend money to or use its credit to assist its Directors or officers.

**2.3.15. Liability of Directors for Wrongful Distribution of Assets.** In addition to any other liabilities imposed by law upon the Directors of the Club, the Directors who vote for or assent to any distribution of assets, other than in payment of its debts, when the Club is insolvent or when such distribution would render the Club insolvent, or during the liquidation of the Club without the payment and discharge of or making adequate provisions for all known debts, obligations and liabilities of the Club, shall be jointly and severally liable to the Club for the value of such assets which are thus distributed, to the extent that such debts, obligations and liabilities of the Club are not thereafter paid and discharged.

A Director shall not be liable under this section if, in the exercise of ordinary care, such Director relied and acted in good faith upon written financial statements of the Club represented to such Director to be correct by the President or by the officer of the Club having charge of its books of account, or certified by an independent licensed or certified public accountant or firm of such accountants to reflect fairly the financial condition of the Club, nor shall such Director be so liable if, in the exercise of ordinary care and good faith, in determining the amount available for such distribution, such Director considered the assets to be equal to their book value.



A Director shall not be liable under this section, if, in the exercise of ordinary care, such Director acted in good faith and in reliance upon the written opinion of an attorney for the Club.

A Director against whom a claim shall be asserted under this section and who shall be held liable thereon shall be entitled to contribution from persons who accepted or received such distribution knowing such distribution to have been made in violation of this section in proportion to the amounts received by them respectively.

**2.3.16. Fees and Annual Dues.** Subject to Section 1.11 of the Constitution, at each regular annual meeting or at such other meeting as may be designated in a resolution adopted by the Board of Directors, the Board of Directors shall by resolution set the fees and annual dues, if any, to be paid by each class of membership for the ensuing calendar year.

#### **2.4. Committees.**

**2.4.1. Standing Committees.** The President shall, subject to the approval of the Board of Directors, appoint the members to the following Standing Committees:

**A. Membership.** The Membership Committee shall be to develop and implement a comprehensive plan for the recruitment and retention of members.

**B. Club Public Relations.** The Club Relations Committee shall develop and implement plans to provide the public with information about Rotary and to promote the club's service projects and activities.

**C. Club Administration.** The Club Administration Committee shall conduct activities associated with the effective operation of the club.

**D. Service Projects.** The Service Projects Committee shall develop and implement educational, humanitarian, and vocational projects that address the needs of its community and communities in other countries.

**E. Rotary International Foundation.** The Rotary International Foundation shall develop and implement plans to support The Rotary Foundation through both financial contributions and program participation.

**2.4.2. Additional Committees.** The President may appoint one or more committees dealing with various aspects of youth activities, which, depending on their respective responsibilities, may be under any, or all, of the vocational service, community service, or international service committees. Where feasible and practicable in the appointment of such committees, there should be provision for continuity of membership, either by appointing one or more members for a second term or by appointing one or more members to a two-year term.

**2.4.3. Members of Committees.** A Committee shall each consist of a chairperson, who shall be a member of the Board of Directors, and not less than two (2) other Members.

**2.4.4. President Ex-Officio Member of Committees.** The President shall be *ex officio* a member of all committees and, as such, shall have all the privileges of membership.

**2.4.5. Duties and Authority of Committees.** Each 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 the Board of Directors. Except where special authority is given by the Board of Directors, such committees shall not take action until a report has been made to the Board of Directors and approved by the Board of Directors.

## **2.5. Officers.**

**2.5.1. List of Officers.** The officers of the Club shall consist of a President, President-Elect, Vice President, Secretary, and Treasurer, each of whom shall be elected in accordance with Section 2.3.4 and a Sargent-at-Arms who shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. No two (2) or more offices may be held by the same person.

**2.5.2. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**2.5.3. President.** The President shall be the principal executive officer of the Club and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Club. The President shall, when present, preside at all meetings of the members of the Board of Directors. The President may sign, with the Secretary or any other proper

officer of the Club thereto authorized by the Board of Directors, any promissory notes, deeds, mortgages, leases, contracts, or other instruments that the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Club, or shall be required by law to be otherwise signed or executed.

**2.5.4. President-Elect.** It shall be the duty of the President-elect to serve as a member of the Board of Directors of the Club and to perform such other duties as from time to time may be assigned to the President-Elect by the President or by the Board of Directors.

**2.5.5. Vice-President.** In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President and shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

**2.5.6. Secretary.** The Secretary shall attend all meetings of Members and the Board of Directors and shall prepare and maintain proper minutes of those meetings. The Secretary shall be the custodian of the official seal of the Club, if any, and shall affix that seal on all documents executed on behalf of the Club, pursuant to due authorization by the Board of Directors. The Secretary shall maintain at the registered office or principal place of business of the Club a register of Members of the Club, showing the names and addresses of the Members. The Secretary shall have the custody of and properly protect all executed deeds, leases, agreements and other legal documents and records to which the Club is a party or by which it is legally affected. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

**2.5.7. Treasurer.** The Treasurer shall be the principal financial officer of the Club and shall have charge and custody of and be responsible for all funds of the Club. The Treasurer shall sign all checks and promissory notes of the Club and shall receive and give receipts for moneys due and payable to the Club from any source whatsoever and deposit all such moneys in the name of the Club in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 2.6 of these Bylaws. The Treasurer shall keep or cause to be kept,

adequate and correct accounts of the Club, including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall submit to the Board of Directors and the President, when required, statements of the financial affairs of the Club. The Treasurer shall in general perform all of the financial duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**2.5.8. Sargent-at-Arms.** The Sargent-at-Arms shall be responsible for the physical preparations of, and the mechanical part of, a Club Member meeting and, unobtrusively, guide the general conduct of a Member meeting.

**2.5.9. Salaries.** The salaries of the officers, if any, shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a Director of the Club.

## **2.6. Miscellaneous.**

**2.6.1. Indemnification of Officers, Directors, Employees and Agents.** The Club may indemnify Members, directors, officers, employees and agents of the Club to the extent permitted by, and in accordance with, the Act. The Club may purchase and maintain insurance on behalf of any person who is or was a Member, director, officer, employee or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Club would have the power to indemnify such person against such liability.

**2.6.2. Books and Records.** At its registered office or principal place of business, the Club shall keep: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its Members and Board of Directors; and (iii) a record of the names and addresses of all Members. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. All books and records of the

Club may be inspected by any Member, or such Member's agent or attorney, for any proper purpose at any reasonable time.

**2.6.3. Loans.** No loans shall be contracted on behalf of the Club and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**2.6.4. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Club, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club, and such authority may be general or confined to specific instances.

**2.6.5. Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club, shall be signed by such officer or officers, agent or agents of the Club as provided in these Bylaws or in such manner as shall from time to time be determined by the Board of Directors.

**2.6.6. Dispute Resolution.** Disputes shall be resolved as provided in Section 1.16.1 of the Constitution.

**2.6.7. Deposits.** All funds of the Club not otherwise employed shall be deposited from time to time to the credit of the Club in such banks, trust companies or other depositories as the Board of Directors may select.

**2.6.8. Gifts.** The Board of Directors may accept on behalf of the Club any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Club.

**2.6.9. Annual Financial Statements.** The Board of Directors shall cause a balance sheet as of the closing date of the last fiscal year, together with a statement of income and expenditures for the year ending on that date, to be prepared and presented to the Members at the regular annual meeting of the Members.

**2.6.10. Fiscal Year.** The fiscal year of the Club shall begin on the first day of July and end on the last day of June.

**2.6.11. Regulation of Internal Affairs.** The internal affairs of the Club shall be regulated as set forth in these Bylaws to the extent that these Bylaws are lawful under the Act and consistent with the Constitution. With respect to any matter not covered in these Bylaws, the

provisions of the Act shall be controlling so long as such provisions of the Act are not inconsistent with the lawful provisions of these Bylaws and the Constitution.

**2.7. Amendments.** These bylaws may be amended at any regular meeting, a quorum being present, by a two-thirds ( $\frac{2}{3}$ ) vote of all members present consistent with the Constitution.

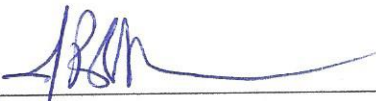
**2.8. Signatures.** The undersigned, being the Secretary of the Club, does hereby certify that the foregoing Bylaws were regularly adopted as the official Bylaws of the Club by Resolution of the Board of Directors at the meeting held on the 28<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

provisions of the Act shall be controlling so long as such provisions of the Act are not inconsistent with the lawful provisions of these Bylaws and the Constitution.

**2.7. Amendments.** These bylaws may be amended at any regular meeting, a quorum being present, by a two-thirds ( $\frac{2}{3}$ ) vote of all members present consistent with the Constitution.

**2.8. Signatures.** The undersigned, being the Secretary of the Club, does hereby certify that the foregoing Bylaws were regularly adopted as the official Bylaws of the Club by Resolution of the Board of Directors at the meeting held on the 28<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
John Sulobin, Secretary