

**Amended Bylaws of the Rotary Club of  
Livingston Sunrise  
Approved November 22, 2019**

**Article I Definitions**

Section 1 – Board: The Club’s Club Board of Directors (“Club Board”).

Section 2 – Director: A member of the Club Board of Directors.

Section 3 – Member: A member of the Club in good standing, other than an honorary member.

Section 4 – Quorum: The minimum number of participants who must be present when a vote is taken: one-third of the members for Club decisions and a majority of the directors for Club Board decisions.

Section 5 – RI: Rotary International

Section 6 – Rotary Year: The 12-month period that begins on July 1.

Section 7 – Good Standing: Good standing is defined as a member who has no dues or payments outstanding more than 60 days to the Club, and who has shown a record of consistent participation over the Club year.

**Article II Club Board**

The governing body of this Club shall be the Club Board consisting of nine (9) members of this Club, namely, four (4) directors at large elected in accordance with Article III, Section 1 of these Bylaws, the president, vice-president (president-elect), membership chairperson, secretary and treasurer.

**Article III Election of Directors and Officers; Duties of the Officers**

**Section 1** —The Nominating Committee, which consists of the President, President Elect, President nominee, and all past Presidents who are still members of the Club (as available), shall solicit open nominations for officers and directors from the membership of the Club by email, and shall present a slate of nominees for president, vice-president (president elect), membership chair, secretary and treasurer, and new members of the Club Board as is necessary to complete the number of four (4) at-large Club Board members. The nominations duly made shall be placed on a ballot under each office and shall be voted for as a slate at the annual Club meeting no later than the second meeting in November of each year. The member receiving a majority of the votes shall be declared elected to their respective offices. The vice president elected in such balloting shall serve as a member of the Club Board and 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 Club Board as president-elect.

Each officership is elected for a term of one year commencing on the first day of July next following the election.

Each directorship has the following terms:

- Director – Service Projects - Two years
- Director – New Generations - Three years
- Director – Public Relations - Three years
- Director – Club Administration - Two years

**Section 2** — The officers and directors, so elected, together with the immediate past president shall constitute the Club Board. The immediate past president shall be a non-voting member of the Board.

**Section 3** — A vacancy in the Club Board or any office shall be filled by action of the remaining members of the Board.

**Section 4** — A vacancy in the position of any officer-elect or director-elect shall be filled by action of the remaining members of the Club Board-elect.

**Section 5** — Election of Officers and Directors.

- (a) Terms of Officers other than President. Each officer shall be elected as provided in the Bylaws. Except for the president, each officer shall take office on July 1 immediately following election and shall serve for the term of office or until a successor has been duly elected and qualified.
- (b) 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 nominee shall take the title of president-elect on July 1 in the year prior to taking office as president. The president shall take office on July 1 and shall serve a period of one (1) year or until a successor has been duly elected and qualified.
- (c) Qualifications. Each officer and director shall be a member in good standing of this Club. A candidate for the office of president shall have been a member of this Club for at least three years prior to serving as President, except where service for less than three years may be determined by the assistant district governor to satisfy the intent of this requirement. 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.

**Section 6** — No one member shall be elected to the office of secretary or treasurer for more than five (5) consecutive terms.

**Section 7** — *Officers.* The officers shall be the President, Vice-President (President Elect), Membership Chair, Secretary, Assistant Secretaries, Treasurer, and Assistant Treasurers.

**Section 8** — Duties of the Officers:

*President.* It shall be the duty of the president to preside at meetings of the Club and Club Board and to perform such other duties as ordinarily pertain to the office of president.

*Vice-President (President-Elect).* It shall be the duty of the vice-president to preside at meetings of the Club and Club Board in the absence of the president and to perform such other duties as ordinarily pertain to the office of vice-president.

*Membership Chairperson.* It shall be the duty of the Membership Chairperson to establish and maintain programs for ensuring Club membership, retention of members, and addressing membership issues within the Club.

*Assistant Membership Chairpersons.* The Club may have one or more assistant membership chairpersons. An assistant membership chairperson shall be empowered to perform all of the duties of Club membership director, including voting at Club Board meetings when the membership chairperson is absent.

*Secretary.* It shall be the duty of the secretary to keep the records of membership, record the attendance at meetings, record hours of participation in Club activities, and Club support efforts, and record and preserve the minutes of Club Board meetings, make the required updates to the Club's membership roster to RI, process the semi-annual RI invoices, and report attendance and membership monthly on the District website, which shall be made to the District within 15 days of the last meeting of the month, and perform such other duties as usually pertain to the office of secretary.

*Assistant Secretaries.* The Club may have one or more assistant secretaries. An assistant secretary shall be empowered to perform all of the duties of Club secretary, including voting at Club Board meetings when the secretary is absent.

*Treasurer.* It shall be the duty of the treasurer to have custody of all funds, accounting for same to the Club annually and at any other time upon demand by the Board, and to perform such other duties as pertain to the office of treasurer. Upon retirement from office, the treasurer shall turn over to the incoming treasurer or to the president all funds, books of accounts, or any other Club property.

*Assistant Treasurers.* The Club may have one or more assistant treasurers. An assistant treasurer shall be empowered to perform all of the duties of Club treasurer, including voting at Club Board meetings when the treasurer is absent.

**Section 8 - Directors.** The Directors shall be the Director – Service Projects, Director – New Generations, Director – Public Relations, and Director - Club Administration.

#### **Article IV Meetings**

**Section 1 — Annual Meeting.** An annual meeting of this Club shall be held by the second Friday in November each year, at which time the election of officers and directors to serve for the ensuing fiscal year shall be presented for a vote

**Section 2 —** The regular weekly meetings of this Club shall be held on Friday at 7:30 am.

Canceling of the regular meeting or a change in venue shall be given to all members of the Club. All members excepting M-36 members, dual Rotaract members, an honorary member (or member excused by the Club Board of this Club, pursuant to article VIII, section 2(b) of the standard Rotary Club constitution) in good standing in this Club, on the day of the regular meeting, must be counted as present or absent. Club attendance is encouraged, as well as visiting other clubs and participating in Club service projects, fundraising efforts, Club support activities, or as otherwise provided in the standard Rotary Club Constitution.

**Section 3 —** One-third of the membership shall constitute a quorum at the annual and regular meetings of this Club.

**Section 4 —** Regular meetings of the Club Board shall be held each month. Special meetings of the Club Board shall be called by the president, whenever deemed necessary, or upon the request of two (2) members of the Board, due notice having been given.

**Section 5 —** A majority of the voting and nonvoting Club Board members shall constitute a quorum of the Board.

#### **Article V Fees and Dues**

**Section 1 —** The admission fee established by Rotary International from time-to-time shall be paid by the applicant before the applicant can qualify as a member.

**Section 2 —** The membership dues shall be established by the Club Board periodically based upon various classes of memberships, including, but not limited to, regular memberships, associate memberships, shared memberships, retirees, M-36 memberships, honorary memberships, and Rotaract dual memberships.

**Section 3 —** Membership dues shall be communicated to members at least once annually and when the dues structure for any class of members is changed, by announcement at a

meeting of the affected members and in writing by email, at least four weeks in advance of any such change in dues,

**Section 4** – A member qualifies for Associate Dues if they are under 36. The Associate member qualifies for a reduced dues structure as determined by the Board. Upon reaching the age of 36, the member will then pay the dues for regular membership or another form of membership for which the member qualifies. The secretary will verify age.

**Section 7** – A member qualifies for Shared Membership if their domestic partner is a full member, or they are employed by an organization with at least one full member. The Shared membership qualifies for a reduced dues structure as determined by the Board.

**Section 8** -- A member qualifies for Retiree Status if the member is not working in their primary field of expertise and who is 65 or older.

**Section 9** -- Honorary membership is the highest distinction that the Club may bestow and should be conferred only in exceptional cases. The Club Board will consider those proposed for Honorary Status based upon this guideline.

Honorary Membership will be for a one-year period unless otherwise determined for a specific Honorary member.

The Club Board may adopt guidelines for conferring honorary membership which are to be consulted.

Honorary members do not pay dues or fees. Honorary members are responsible to pay for the meal when they attend a Club meeting.

## **Article VI Method of Voting**

The business of this Club shall be transacted by *viva voce* vote.

## **Article VII Committees**

### **Section 1 —**

- (a) The Membership Chair shall, subject to the approval of the Board, appoint the Membership Committee
- (b) The Directors shall, subject to the approval of the Board, appoint the following standing committees:
  - Director – Service Projects
  - Director – New Generations
  - Director – Public Relations
  - Director – Club Administration
- (c) The president shall, subject to the approval of the Board, also appoint such committees on particular phases of Club business and activity as deemed necessary.
- (d) The president shall be *ex officio* a member of all committees and, as such, shall have all the privileges of membership thereon, including voting.
- (e) Each committee shall transact such business as is delegated to it in these Bylaws and such additional business as may be referred to it by the president or the Board. Except where special authority is given by the Board, such committees shall not take action until a report has been made to the Club Board and approved by the Board.
- (f) The president shall appoint Club members periodically to such positions as the President deems appropriate.

### **Section 2 — Membership Committee**

- (a) The director of the Membership Committee shall be responsible for all membership activities and shall supervise and coordinate the work of all subcommittees appointed on particular phases of membership service.

**Section 3** —The President may appoint an *ad hoc* Bylaws coordinator or committee at any time in which it is deemed necessary to review and recommended changes to the Bylaws, including as required by Rotary International.

### **Article VIII Leave of Absence**

Upon written application to the Board, setting forth good and sufficient cause, leave of absence may be granted excusing a member from attending the meetings of the Club for a specified length of time.

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(Note: Such leave of absence does operate to prevent a forfeiture of membership; it does not operate to give the Club credit for the member's attendance. Unless the member attends a regular meeting of some other club, the excused member must be recorded as absent except that absence authorized under the provisions of article VIII, section 2(b) of the standard Rotary Club Constitution is not computed in the attendance record of the Club.)

### **Article IX Finances**

**Section 1** — The treasurer shall deposit all funds of the Club in a bank to be selected by the Board.

**Section 2** — All bills shall be paid only by check signed by the treasurer. A thorough audit by a certified public accountant or other qualified person shall be made once each year of all the Club's financial transactions.

**Section 3** — Officers having charge or control of funds shall give bond as may be required by the Club Broadford the safe custody of the funds of the Club, cost of bond to be borne by the Club.

**Section 4** — The fiscal year of this Club shall extend from 1 July to 30 June, and for the collection of members' dues shall be divided into quarters beginning July 1. The payment of per capita dues to RI shall be made on 1 July and 1 January of each year on the basis of the membership of the Club on those dates.

**Section 5** — At the beginning of each fiscal year the Club Board shall prepare or cause to be prepared a budget of estimated income and estimated expenditures for the year, which, having been agreed to by the Board, shall stand as the limit of expenditures for the respective purposes unless otherwise ordered by action of the Board.

### **Article X Method of Electing Members; Termination**

**Section 1** — The name of a prospective member, proposed by an active member of the Club, shall be submitted to the Club Board in writing, through the Club Membership Chair. The proposal for the time being shall be kept confidential except as otherwise provided in these Bylaws.

**Section 2** — The Club Board shall ensure that the proposal meets all the classification and membership requirements of the Club constitution.

**Section 3** — The Club Board shall approve or disapprove the proposal within 3 days of its submission, and shall notify the Club members of the conditional approval, so as to give the members the opportunity to object.

**Section 4** — If the decision of the Club Board and the Club members is favorable, the prospective member shall be informed of the purposes of Rotary and of the privileges and responsibilities of membership, following which the prospective member shall be requested to sign the membership proposal form. Once the prospective member accepts the invitation, pays the admission fee (if not honorary membership), attends three Club meetings, he/she shall be considered to be elected to membership.

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, upon payment of the admission fee, shall be considered to be elected to membership. If membership is denied,

the proposer will be informed by the membership chairperson, including the reason(s) for denial.

**Section 5** — Following the election to membership, the president shall arrange for the induction of the new member. the Club secretary shall report the new member to Rotary International and the District.

**Section 10** - A member may be terminated from the Club, including for, but not limited to, the following reasons, poor attendance, lack of payment of dues, lack of payment for meals, lack of character, business, social and community standing, divisiveness, falsifying information on the application and or other documents, criminal convictions, and determinations by the Club Board. Termination shall meet Rotary International policies and procedures.

#### **Article XI Resolutions**

No resolution or motion to commit this Club on any matter, including grant applications, shall be considered by the Club until it has been considered and approved by the Board. Such resolutions or motions, if offered at a Club meeting, shall be referred without discussion to the Board.

#### **Article XII Order of Business**

The following shall be the meeting order of business unless otherwise determined by the Club Board or the President:

Meeting called to order.  
Pledge of Allegiance.  
Invocation.  
Introduction of visiting Rotarians.  
Introduction of guests.  
Introduction of applicants  
Induction of new members, if any.  
Announcements.  
Happy Dollars.  
Address or other program features.  
50/50 Drawing.  
One More Moment.  
Four Way Test.  
Adjournment.

#### **ARTICLE XIII Indemnification and Insurance**

**Section 1** - *Nonderivative Actions.* Subject to all of the other provisions of this article, 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. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Club). Such indemnification shall apply only to a person who was or is a director or officer of the Club, or who was or is serving at the request of the Club as a director, officer, partner, trustee, employee, or agent of another foreign or domestic Club, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Club or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to



the best interests of the Club or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

**Section 2** *Derivative Actions.* Subject to all of the provisions of this Article, the Club shall indemnify any person who was or is a party to, 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 because

- (a) the person was or is a director or officer of the Club or
- (b) the person was or is serving at the request of the Club as a director, officer, partner, trustee, employee, or agent of another foreign or domestic Club, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Club or its members. However, indemnification shall not be made for any claim, issue, or matter in which such person has been found liable to the Club unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

**Section 3** *Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 9.01 or 9.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

**Section 4** *Contract Right; Limitation on Indemnity.* The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the Club as well as in such person's capacity as a director or officer. Except as provided in section 9.03 of this article, the Club shall have no obligations under this Article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

**Section 5** *Determination That Indemnification Is Proper.* Any indemnification under sections 9.01 or 9.02 of this article (unless ordered by a court) shall be made by the Club only as authorized in the specific case. The Club must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 9.01 or 9.02, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Club Board consisting of directors who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.
- (d) By the Members.

**Section 6** *Proportionate Indemnity.* If a person is entitled to indemnification under Sections 9.01 or 9.02 of this article for a portion of expenses, including attorney fees,

judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Club shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

**Section 7** *Expense Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 9.01 or 9.02 of this article may be paid by the Club in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Club. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

**Section 8** *Non-exclusivity of Rights.* The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Club. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

**Section 9** *Indemnification of Employees and Agents of the Club.* The Club may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Club to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Club.

**Section 10** *Former Directors and Officers.* The indemnification provided in this Article continues for a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

**Section 11** *Insurance.* The Club may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Officer, employee, or agent of the Club or (b) was or is serving at the request of the Club as a Director, Officer, employee, or agent of another Club, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Club would have power to indemnify against such liability under this article or the laws of the state of Michigan.

**Section 12** *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the Club and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Club to provide broader indemnification rights than such provisions permitted the Club to provide before any such change.

## **Article IX Amendments**

These Bylaws may be amended by a two-thirds vote of all members present, provided that notice of such proposed amendment shall have been sent (mail or email) to each member with at least ten (10) days' notice prior to the meeting at which the vote shall be held. No



amendment or addition to these Bylaws can be made which is not in harmony with the RI Club Constitution and the Club By Laws of RI, and RI policies and procedures.

Effective: November 22, 2019

                  / Jim Gilmore/  
By: James G. Gilmore IV  
Its: President