

Constitution of the Rotary Club of Springfield Township Young Professionals (Satellite Club of The Rotary Club of Springfield Township)

Article 1 Definitions

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

1. Satellite Board: The Board of Directors of the Satellite Club.
2. Bylaws: The Bylaws of this Satellite Club.
3. Director: A member of this Satellite Club's Board of Directors.
4. Member: A member of this Satellite Club and the Springfield Township Rotary Club (Sponsor Club).
5. RI: Rotary International.
6. Year: The twelve-month period, which begins on 1 July.

Article 2 Name

The name of this organization shall be Rotary Club of Springfield Township YPN (Member of Rotary International).

Article 3 Purposes

The purposes of this club are to pursue the Objects of Rotary, carry out successful service projects based on the Five Avenues of Service, contribute to the advancement of Rotary by strengthening membership, support The Rotary Foundation, and develop leaders beyond the club level.

Article 4 Locality of the Club

The locality of this club is as follows: Springfield Township, Montgomery County, PA. USA. or adjacent municipality.

Article 5 Object

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

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

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

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

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

Article 6 Five Avenues of Service

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

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

5. Youth 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.

Article 7 Exceptions to Provisions on Meetings and Attendance

The Bylaws may include rules or requirements not in accordance with article 8, section 1; article 12; and article 15, section 4, of this constitution. Such rules or requirements shall supersede the rules or requirements of these sections of this constitution.

Article 8 Meetings

Section 1 — *Regular Meetings.* [See article 7 for exceptions to the provisions of this section.]

(a) *Day and Time.* This club shall hold a regular meeting once a month on a day and at a time provided in the Bylaws. Attendance may be in person, through an online meeting, or using an online connection for members whose attendance otherwise would be precluded.

(b) *Change of Meeting.* For good cause, the Satellite 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 Satellite Board may cancel a regular meeting if it falls on a legal holiday, including a commonly recognized holiday, or during the week which includes 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 Satellite Board may cancel not more than three regular meetings in a year for causes not otherwise specified herein.

Section 2 — *Annual Meeting.*

(a) An annual meeting for the election of officers shall be held not later than 31 December as provided in the Bylaws.

Section 3 — *Satellite Board Meetings.* Written minutes should be provided for all Satellite Board meetings. Such minutes should be available to all members within 60 days of said meeting. Satellite Board Meeting minutes shall be prepared by the Secretary and a copy provided to the Sponsor Club Secretary for recording and disbursement to all members.

Article 9 Exceptions to Provisions on Membership

The Bylaws may include rules or requirements not in accordance with Article 10, sections 2 and 4 - 8 of this constitution. Such rules or requirements shall supersede the rules or requirements of these sections of this constitution.

Article 10 Membership [See article 9 for exceptions to sections 2 and 4 - 8 of this article.]

Section 1 — *General Qualifications.* This Satellite Club shall be composed of adult persons who demonstrate good character, integrity, and leadership; possess good reputation within their business, profession, and/or community; and are willing to serve in their community and/or around the world. Members of a Satellite Club shall also be members of the Sponsor Club.

Section 2 — *Kinds.* This Satellite Club shall have one kind of membership; Active Satellite Membership.

Section 3 — *Active Membership.* A person possessing the qualifications set forth in article 5, section 2 of the RI constitution may be elected to Active Membership in this club.

Section 4 — *Entrance Age.* This Satellite Club shall admit New Members of the age of 40 or under. Members may stay associated with the Satellite Club but shall be encouraged to join and attend the Sponsor Club after the age of 40.

Section 5 — *Rotary International Employment.* This club may retain in its membership any member employed by RI.

Article 11 Classifications

Section 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 Satellite 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.

Article 12 Attendance [See article 7 for exceptions to the provisions of this article.]

Section 1 — General Provisions. Each member should attend this Satellite Club's regular meetings and engage in this Satellite Club's service projects, other events and activities. A member shall be counted as attending a regular meeting if the member is present in person or using an online connection for at least 60 percent 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 participates in the regular meeting posted on the club's website within one week following its posting, or makes up for an absence in any of the following ways:

- (1) attends at least 60 percent of the regular club meetings, meetings of the Sponsor Club or of another club, or of a provisional club; or
- (2) 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
- (3) 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
- (4) is present at the usual time and place of a regular meeting or of the Sponsor Club or another club for the purpose of attending such meeting, but that club is not meeting at that time or place; or
- (5) attends and participates in a club service project or a club-sponsored community event or meeting authorized by the board; or
- (6) attends a Satellite Board meeting or, if authorized by the Satellite Board, a meeting of a service committee to which the member is assigned; or
- (7) participates through an e-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

- (1) traveling with reasonable directness to or from one of the meetings specified in sub-subsection (a)(3) of this section; or
- (2) serving as an Officer or member of a committee of RI, or a trustee of The Rotary Foundation; or
- (3) serving as the special representative of the district governor in the formation of a new club; or
- (4) on Rotary business in the employ of RI; or
- (5) 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
- (6) engaged in Rotary business duly authorized by the board which precludes attendance at the meeting.

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

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

- (a) the absence complies with the conditions and under circumstances approved by the Satellite Board. The Satellite 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 or after the

birth, the adoption, or foster care of a child that extends for more than twelve months such leave may be renewed by the Satellite Board for a period of time beyond the original twelve months.

Section 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.

Section 5 — *Attendance Records.* When a member whose absences are excused under the provision of subsection 3(a) of this article 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 subsection 3(b) or section 4 of this article 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.

Article 13 Directors and Officers and Committees

Section 1 — *Governing Body.* The governing body of this Satellite Club shall be the Satellite Board constituted as the Bylaws may provide. For the day-to-day governance of the Satellite Club, it shall have its own annually elected Satellite Board drawn from its members and comprising the officers of the Satellite Club and other members as the Bylaws shall provide. The highest officer of the Satellite Club shall be the Chair and other officers shall be the Vice Chair, and the Secretary. The Satellite Board shall be responsible for the day-to-day organization and management of the Satellite Club and its activities in accordance with Rotary rules, requirements, policies, aims and objectives under the guidance of this club.

Section 2 — *Authority.* The Satellite Board shall have general control over all officers and committees and, for good cause, may declare any office vacant.

Section 3 — *Board Action Final.* The decision of the Satellite Board in all club matters is final, subject only to an appeal to the Sponsor Club Board. However, as to a decision to terminate membership, a member, pursuant to article 15, section 6, may appeal to the Sponsor Board, request mediation, or request arbitration. If appealed, a decision of the Sponsor Board shall be reversed only by a two-thirds vote of the members present, at a regular meeting specified by the Sponsor Board, provided a quorum is present and notice of the appeal has been given by the Sponsor Club 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.

Section 4 — *Officers.* The club officers shall be a Chair, Vice Chair, and a Secretary and may include one (1) and up to three (3) Directors, all of whom shall be members of the Satellite Board. The club Officers shall also include a Sergeant-at-arms, who may be a member of the Satellite Board as the Bylaws shall provide.

Section 5 — *Election of Officers.*

(a) *Terms of Officers.* Each Officer shall be elected as provided in the Bylaws. 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.

(c) *Qualifications.* Each Officer and Director shall be a member in good standing of this Satellite Club. A candidate for the office of Chair shall have served as a member of this Satellite 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. The first year of the creation of the new Satellite Club shall be the only exception to this requirement. The Vice Chair is strongly encouraged to attend district leadership training .

Section 6 — *Governance of a Satellite Club of This Club (When Applicable).* A Satellite Club shall be located in the same locality as its Sponsor Club or in an adjacent municipality.

(a) *Satellite Club Oversight.* This Satellite Club shall have general oversight and support of its Sponsor Club as is deemed appropriate by the Sponsor Board.

(b) *Satellite Club Reporting Procedure.* A Satellite Club shall, monthly, submit to the Sponsor Club Secretary a report on its membership, its activities and programs for inclusion in this Sponsor Club's reports for its annual general meeting and such other reports as may, from time to time, be required by the Sponsor Club.

Section 7 — *Committees.* This Satellite Club should have the following committees:

• Avenues of Service • Club Governance • Public Relations • Rotary Foundation • Fundraising • Membership • Program / Social • Additional committees may be appointed as needed.

Article 14 Dues

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

Article 15 Duration of Membership

Section 1 — *Period.* Membership shall continue during the existence of this Satellite Club unless terminated as hereinafter provided or if Membership is transferred to the Sponsor Club.

Section 2 — *Automatic Termination.*

(a) *Membership Qualifications.* Membership shall automatically terminate when a member no longer meets the membership qualifications, except that

(1) the Sponsor Board may grant a member moving from the locality of this Satellite 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;

(2) the Sponsor Board may allow a member moving from the locality of this club or the surrounding area to retain membership if the member continues to meet all conditions of club membership.

(b) *How to Rejoin.* When the membership of a member has terminated as provided in subsection (a) of this section, 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.

Section 3 — *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 Sponsor Club Treasurer 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 Sponsor Board.

(b) *Reinstatement.* The Sponsor Board may reinstate the former member to membership upon the former member's petition and payment of all indebtedness to this club. However, no former member may be reinstated to active membership if the former member's classification is in conflict with article 11, section 2.

Section 4 — *Termination Non-attendance.* [See article 7 for exceptions to the provisions of this section.]

A member must attend or make up at least 60 percent of their Satellite Club regular meetings, or Sponsor Club or engage in club projects, other events and activities.

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.

Section 5 — *Termination Other Causes.*

(a) *Good Cause.* The Satellite Board may terminate the membership of any member who ceases to have the qualifications for membership in this club or for any good cause by a vote of not less than two-thirds of the Satellite Board members present and voting, at a meeting called for that purpose. The guiding principles for this meeting shall be article 10, section 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 subsection (a) of this section, 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 Sponsor Board. The member shall have the right to appear before the Sponsor Board to state the member's case. Notice shall be by personal delivery or by registered letter to the member's last known address.

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

(a) *Notice.* Within seven (7) days after the date of the Satellite Clubs decision to terminate or suspend membership, the Sponsor Club 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 Sponsor Club Secretary of the intention to appeal to the Sponsor Club, request mediation, or to arbitrate as provided in article 19.

(b) *Date for Hearing of Appeal.* In the event of an appeal, the Sponsor Board shall set a date for the hearing of the appeal at a regular Sponsor Club meeting to be held within twenty-one (21) days after receipt of the notice of appeal. Satellite Members are encouraged to attend this joint meeting. At least five (5) days' written notice of the meeting and its special business shall be given to every member.

(c) *Mediation or Arbitration.* The procedure utilized for mediation or arbitration shall be as provided in article 19.

(d) *Appeal.* If an appeal is taken, the action of the Sponsor Club shall be final and binding on all parties and shall not be subject to arbitration.

(e) *Decision of Arbitrators or Umpire.* If arbitration is requested, the decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.

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

Section 7 — *Board Action Final.* Sponsor Board action shall be final if no appeal to this club is taken and no arbitration is requested.

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

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

Section 10 — Temporary Suspension. Notwithstanding any provision of this constitution, if in the opinion of the Sponsor 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 Sponsor Board considers should properly occur before such action is taken by the Sponsor 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 this club and from any office or position the member holds within the club; the Satellite Board may, by a vote of not less than two-thirds of the Satellite Board, temporarily suspend the member as aforesaid for a reasonable period of time not to exceed 90 days and on such further conditions as the Satellite Board determines. A suspended member may appeal or refer to mediation or arbitration the suspension as provided in article 15, section 6. During the suspension, the member shall be excused from fulfilling attendance responsibilities. Prior to the expiration of the suspension period, the Sponsor Board must either proceed to terminate the membership of the suspended Rotarian or reinstate the suspended Rotarian to full regular status.

Article 16 Community, National, and International Affairs

Section 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 this 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, this club shall not express an opinion on any pending controversial public measure.

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

Section 3 — Non-Political.

(a) *Resolutions and Opinions.* This Satellite 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.* This Satellite Club shall not direct appeals to clubs, peoples, or governments, or circulate letters, speeches, or proposed plans for the solution of specific international problems of a political nature.

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

Article 17 Rotary Magazines

Section 1 — Mandatory Subscription. Unless, in accordance with the bylaws of RI, this club is excused by the board of directors of RI from complying with the provisions of this article, each member shall, for the duration of membership receive a subscription to the official magazine or to the magazine approved and prescribed for this club by the board of directors of RI.

Article 18 Acceptance of Object and Compliance with Constitution and Bylaws

By payment of 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 this club, and on these conditions alone is entitled to the privileges of this club. Each member shall be subject to the terms of the constitution and bylaws regardless of whether such member has received copies of them.

Article 19 Arbitration and Mediation

Section 1 — Disputes. Should any dispute, other than as to a decision of the Sponsor Board, arise between any current or former member(s) and this Satellite Club, any Satellite Club Officer or the Satellite 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 Sponsor Club Secretary by any of the disputants, either be resolved by mediation or settled by arbitration.

Section 2 — Date for Mediation or Arbitration. In the event of mediation or arbitration, the Sponsor 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.

Section 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 Sponsor 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 Sponsor Board and to be held by the Sponsor Club Secretary. A summary statement of outcomes acceptable to the parties involved shall be prepared for the information of the Sponsor Club Secretary and distributed to the membership of the Sponsor Club and Satellite Club. Either party, through the Sponsor Club President or Sponsor Club Secretary, may call for further mediation if either party has retracted significantly from the mediated position.

(b) *Unsuccessful Mediation.* If mediation is requested but is unsuccessful, any disputant may request arbitration as provided in section 1 of this article.

Section 4 — Arbitration. In the event of a request for arbitration, each 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.

Section 5 — 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.

Article 20 Bylaws

This Satellite Club shall adopt Bylaws 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, embodying additional provisions for the government of this Satellite Club. Such Bylaws may be amended from time to time as therein provided by a Committee and must have the final approval of the Sponsor Club Board.

Article 21 Interpretation

Throughout this constitution, the terminology "mail," "mailing," and "ballot-by-mail" will include utilization of electronic mail (e-mail) and internet technology to reduce costs and increase responsiveness.

Article 22 Amendments

Section 1 — Manner of Amending. Except as provided in section 2 of this article, this constitution 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.

Section 2 — Amending Article 2 and Article 4. Article 2 (Name) and Article 4 (Locality of the Club) of the constitution shall be amended at a joint meeting of the Sponsor Club & Satellite Club, a quorum being present, by the affirmative vote of not less than two-thirds 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.

Last Review

September 3, 2019- Creation