

BYLAWS OF GRAND FORKS YOUTH HOCKEY ASSOCIATION

A Nonprofit Corporation

Article 1

GENERAL

Section 1. Offices. The principal office of the Association shall be in Grand Forks, North Dakota. The Association shall designate a registered office in accordance with North Dakota State Law.

Section 2. Name. The name of the Association shall be Grand Forks Youth Hockey, Inc. and will hereinafter be referred to as the “Association”.

Section 3. Purpose. The purpose and mission of this Association shall be: (a) develop and operate hockey programs in affiliation with the Grand Forks Park District, North Dakota Amateur Hockey, and USA Hockey; (b) to work with The Grand Forks Park District to improve the youth hockey experience for each and every child in the community that plays organized ice hockey sanctioned by North Dakota Amateur Hockey Association and USA Hockey.

Section 4. Exempt Status. The Association is a North Dakota nonprofit Association organized under the North Dakota Nonprofit Associations Act (NDCC Chapter 10-33) (the “Act”) and is an exempt organization under section 501(c)(3) of the Internal Revenue Code. The Association shall maintain such exemption.

Article 2

MEMBERSHIP

Section 1. Minimum Qualifications. A proposed Member must be one of the following: (a) a natural person over the age of eighteen (18) years and be the custodial parent or guardian of a child enrolled in Grand Forks Youth Hockey; (b) current Members of the Board of Directors and; (c) any adult having active interest in helping in the operations of the Organization and whom has been invited by the then current Board to become an active member. Only one Membership is permitted per household regardless of the number of active participants in any of the Association programs and, only one Membership is allowed per household in the event that a person is a member of the Board of Directors or has been invited to help in the operations of the Organization. To be clear, only one vote and one vote only shall be conferred upon any one individual under the provisions of section (a), (b) or (c) above.

Section 2. Manner of Admission. Unless otherwise specified herein, each application for membership must complete the Membership Application Form and submit the agreed upon Membership Fee for each child. Each member, except a member of the Association’s Board of Directors, must annually submit such forms as the Board of Directors may require and

must pay all annual membership/registration fees and dues applicable to the particular class of membership established by the Board of Directors from time to time. Membership is subject to review and approval by the Board of Directors.

Section 3. Membership Classes. Regular membership shall be the only class of membership in this Association. The dues and fees shall be equal for all members participating in each age classification and level as set each year by the Board of Directors.

Section 3.1. Duration of Membership. Membership of members shall run concurrently with the season that the player(s) registered for – from registration to registration, except that the membership term of a member of the Association’s Board of Directors that is an Associate Member shall be coterminous with such person’s term as a director.

Section 4. Property Rights. No member shall have any rights, title or interest in or to any property of the Association.

Section 5. Nontransferable. Membership in the Association is not transferable or assignable.

Section 5.1 Termination of Membership. Membership shall terminate automatically upon the expiration of the term of the membership. In addition, the Board of Directors may terminate or suspend the membership of any member who becomes ineligible for membership, who fails to pay any membership dues, registration fees, assessments, or other fees owed, whose conduct reflects poorly upon the Association or whose conduct otherwise is in contravention of the Association’s mission, purpose or values or for any other good cause. Any membership that the Board of Directors intends to suspend or terminate shall receive not less than 20 days’ advance written notice of such suspension or termination. Notice shall specify the grounds for suspension or termination and the effective date of the termination or suspension. Such member shall have the right to appear before and be heard by the Board of Directors not less than 5 days before the effective date of the termination or suspension.

Section 6. Effect of Termination or Suspension. If a member is suspended or terminated, any person registered to participate in the Association’s activities through such member immediately shall be prohibited from any further participation unless and until such member’s membership is reinstated. In addition, a suspended member shall have no voting rights during the suspension. Termination or suspension shall not relieve the member from its obligation to pay any accrued and unpaid fees, dues, assessments or other charges or entitle the member to a refund of any previously paid fees, dues, assessments or other charges.

Section 7. Reinstatement. Upon the written request of a terminated or suspended member signed and filed by such suspended or former member with the Secretary, the Board of Directors may reinstate such former or suspended member to membership on such terms as the Board of Directors may deem appropriate.

Section 8. Resignation. Any member may resign at any time by filing a written resignation with the Secretary. Resignation shall not relieve the member from its obligation to pay any accrued and unpaid fees, dues, assessments or other charges or entitle the member to a refund of any previously paid fees, dues, assessments or other charges.

Section 9. No Discrimination. No applicant for membership shall be discriminated against because of religion, race, sex, color, national origin, age, sexual orientation or identity, marital status or any other discrimination prohibited by federal or state law.

Section 10. Annual Meetings. Their shall be annual meeting of Members. The purpose of the annual meeting of Members is to transact such matters, if any, as may properly come before the Members. The annual meeting of the Members of the Association shall be held at the time and place designated by the Membership. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers of the Association or the validity of actions of the Association. Board Positions and other matters requiring election by the membership shall take place at said annual meeting.

Section 11. Special Meetings. Special meetings of Members may be called by the President or by a majority of the Officers then in office. The purpose of each special meeting shall be stated in the notice and may only include purposes that are lawful and proper for Members to consider. Notice of any special meeting shall be directed to all members specifying the purpose of the special meeting.

Section 12. Place of Meeting. The majority of the then sitting Officers shall designate any place as the place of meeting for any meeting of Members.

Section 13. Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called shall be delivered by electronic mail (Email) or by first class mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Recording Secretary or the persons calling the meeting to each Member of Record entitled to vote at the meeting. If emailed, such notice shall be deemed to have been delivered when sent to the Member at his or her Email address as it appears on the records of the Association.

Section 14. Waiver of Notice. A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 15. Action Without Meeting. Any action of the Members may be taken without a meeting and without a vote if consent in writing setting forth the action so taken is signed by a majority of Members of the Association. Notice must be given to all Members at least fourteen (14) days prior to any such action being taken. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized

action. Any certificate to be filed as a result of the Members' action under this section shall state that written consent was given in accordance with North Dakota law, but the failure to so state shall not affect the validity of the action taken.

Section 16. Member Quorum and Voting. Unless otherwise required in the Articles of InAssociation, fifty percent (1/2) of the Voting Members appearing in person shall constitute a quorum at a meeting of Members. If a quorum is present, unless otherwise provided by law or in the Articles of InAssociation, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

Section 17. Votes and Effect of Non-Votes. Each Voting Member shall be entitled to an equal vote on each matter submitted to a vote at a meeting of Members. Each member shall be entitled to one vote regardless of the number of children enrolled. If a member does not submit a vote upon an issue submitted for that purpose, then the "non-vote" will be treated as an affirmative vote on that issue. Members are strongly encouraged to cast their ballot on all issues submitted. It is not the intent of this rule to encourage members who intend on submitting an affirmative vote, not to cast their ballot anticipating the implementation of this rule.

Section 18. Proxies. Every Member is entitled to vote at an annual meeting. No proxy voting shall be allowed or deemed a valid vote.

Section 19. Suspension and Termination of Membership. The membership privileges of any member of the Association shall be suspended upon failure of the member to pay any applicable dues or assessments to the Association for 1 month. Membership can be reinstated by payment of back dues or at the discretion of the Discipline, Grievance, and Appeal Committee. The Discipline, Grievance, and Appeal Committee may terminate any membership for activities grossly inconsistent with the purpose and mission of the Association. A two-thirds vote of the Discipline, Grievance, and Appeal Committee is required for termination.

Article 3

BOARD OF DIRECTORS

Section 1. General Powers. Except as otherwise provided by law, by the Articles of the Association or by these Bylaws, the Board of Directors shall exercise the powers of the Association, conduct its business affairs, and control its property. The Board of Directors shall be composed originally of 9 Directors, two of which, (The Supras Director and The Blues Director), shall sunset at the conclusion of their initial term thereby leaving a total of 7 Directors. There shall be the following described Board of Directors.

Section 2. Directors and their responsibilities.

a) Director, Hockey Development

This individual will be an elected member of the Grand Forks Youth Hockey Association's Board of Directors. This position is eligible to become an Officer of the Association. The Hockey Development Director shall serve as the Chair of the Hockey Development Committee. As the Chair of the Hockey Development Committee, the Director of Hockey Development will ultimately be responsible for overseeing the player development model that will be implemented by the Association, including but not limited, to the following:

- i) Works closely with the Executive Director to ensure age-appropriate player development and team development for all members.
- ii) Responsible for implementation of the organization's Policies and Procedures, as determined by the Board of Directors.
- iii) Oversees efforts to increase membership and programs designed to introduce new players to the game, as well as player retention efforts.
- iv) Responsible for age-appropriate skill and skating development progression training throughout the organization.
- v) Responsible for age-appropriate game formats, game numbers, and game opponents or league affiliations that maximize player and team development.
- vi) Responsible for the selection of age-appropriate and competitive tournaments for each team that maximize player and team development.
- vii) Responsible for finalizing an age-appropriate team classification system within each age group (i.e. the number of "A" teams) as well as assisting with the player evaluation process.
- viii) Responsible for assisting with the player and parent education program.
- ix) Responsible for creating a culture of excellence geared towards maximizing the potential of each member.

Expectations: Association expects this position will spend approximately 10 – 12 hours a week, or more, on youth hockey issues. Responsibilities include observations of practices and games and monthly Board Meetings as well as regular Committee Meetings. Busiest time of year is expected to be from October 1 through March 30, but there will also be a significant amount of work done to prepare for the season from June 1 through September 30. Time expectations do not include time that one may spend coaching their own team or attending their own child's events.

Preferred Qualifications:

- i) Level III USA Hockey Coaches' Certification

- ii) Minimum 5 years coaching experience
- iii) Passion for youth hockey and youth hockey player development
- iv) Strong interpersonal skills
- v) Good decision making ability
- vi) Availability to be involved on evenings and weekends

Compensation: Annual stipend of \$5,000 or in amount set by the Board of Directors.
Two-year term.

b) Director, Coaching

This individual will be an elected member of the Grand Forks Youth Hockey Association's Board of Directors. This position is eligible to become an Officer of the Association. The Coaching Director will serve as the Chairman of both the Coaches Selection and Player Evaluation Committee. The Coaching Director will ultimately be responsible for overseeing the Coaches and the Player evaluation process that will be implemented by the Association, including but not limited, to the following:

- i) Works closely with the Executive Director to oversee the coaches and the player evaluation process for the Association.
- ii) Identifies the Association's coaching needs and then oversees the coaches' recruitment process, coaches' application process, and coaches' selection process.
- iii) Oversee the coaches' evaluation process and the monitoring of coaches' performance. The initial standard for coaches' evaluation shall be at least two formal practice evaluations and one formal game observation for every team in the Association by Christmas annually.
- iv) Ensure that the goals and standards of the Hockey Development Committee are implemented by the coaches on an age-appropriate basis throughout the Association.
- v) Oversee the design and implementation of clear and concise organizational coaching standards including enforcement of the Coaches Code of Conduct as well as age-appropriate ice-time and playing time standards for each age group.
- vi) Responsible for ensuring age-appropriate on-ice and off-ice instruction is provided to all players in accordance with the goals and standards of the Hockey Development Committee.
- vii) Responsible for the creation and implementation of a coaches' mentoring program, including programs designed to develop and retain coaches.
- viii) Responsible for ensuring a consistent, equitable, and objective player tryout process, including the allocation of players in accordance with the team classification system approved by the Board of Directors.

Expectations: Association expects this position will spend approximately 10 – 12 hours a week, or more, on youth hockey issues. Responsibilities include observations of practices and games and monthly Board Meetings as well as regular Committee Meetings. Busiest time of year is expected to be from October 1 through March 30, but there will also be a significant amount of work done to prepare for the season from June 1 through September 30. Time expectations do not include time that one may spend coaching their own team or attending their own child's events.

Preferred Qualifications:

- i) Level III USA Hockey Coaches' Certification
- ii) Minimum 5 years coaching experience
- iii) Passion for youth hockey and the development of youth hockey coaches
- iv) Strong interpersonal skills
- v) Good decision making ability
- vi) Availability to be involved on evenings and weekends

Compensation: Annual stipend of \$5,000 or in amount set by the Board of Directors.
Two-year term.

c) Director, Park Commissioner

This individual will be an appointed member of the Grand Forks Youth Hockey Association's Board of Directors. The Grand Forks Park District shall appoint one member of its elected set of Commissioners to sit on the Grand Forks Youth Hockey Association Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or more Standing Committees.

Compensation: Volunteer position. Two-year term.

d) Director, Girls Programs (Initial term Appointed, thereafter Elected).

This individual will initially be an appointed member of the Grand Forks Youth Hockey Association's Board of Directors. The Girls Program Director shall initially be appointed by the last existing Board of Directors of the Grand Forks Angel Organization. Thereafter, upon the completion of the second year of operation of the Grand Forks Youth Hockey Association, this position shall convert to an at-large elected position. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair, one or more Standing Committees.

Compensation: Volunteer position. Two-year term.

e) Director, Travel/Competitive Programs (At Large Director-Elected)

This individual will be an elected member of the Grand Forks Youth Hockey Association's Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or

more Standing Committees. The Travel/Competitive Programs Director will ultimately be responsible for ensuring that the Association's policies and procedures are implemented appropriately within the Association's travel programs, including but not limited, to the following:

- i) Acts as an advocate for the Association's travel programs.
- ii) Works closely with the Director of Hockey Development and the Director of Coaching to create an age-appropriate development model at each age level in the travel program that maximizes player and team development.
- iii) Works closely with the Executive Director to ensure effective travel programs.

Compensation: Volunteer position. Two-year term.

f) Director, In-house/Recreational Programs (At Large Director-Elected).

This individual will be an elected member of the Grand Forks Youth Hockey Association's Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or more Standing Committees. The In-house Programs Director will ultimately be responsible for ensuring that the Association's policies and procedures are implemented appropriately within the Association's travel programs, including but not limited, to the following:

- i)* Acts as an advocate for the Association's In-house programs.
- ii)* Works closely with the Director of Hockey Development and the Director of Coaching to create an age-appropriate development model at each age level in the In-house program that maximizes player and team development.
- iii)* Works closely with the Executive Director to ensure effective In-House programs.

Compensation: Volunteer position. Two-year term.

i) Director, Blue Line Club.

This individual will be an appointed member of the Grand Forks Youth Hockey Association's Board of Directors. The Grand Forks Blue Line Club shall appoint one member of its elected Board of Directors to sit on the Grand Forks Youth Hockey Association Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or more Standing Committees.

Compensation: Volunteer position. Two-year term.

j) Director, Supras (transitional appointed position).

This individual will be an appointed member of the Grand Forks Youth Hockey Association's Board of Directors. The Grand Forks Supras shall appoint one member of its elected Board of Directors to sit on the Grand Forks Youth Hockey Association Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or more Standing Committees.

Compensation: Volunteer position. Two-year term. The position ceases to exist upon the completion of the Grand Forks Youth Hockey Association's second complete year of existence.

k) Director, Blues (transitional appointed position).

This individual will be an appointed member of the Grand Forks Youth Hockey Association's Board of Directors. The Grand Forks Blues shall appoint one member of its elected Board of Directors to sit on the Grand Forks Youth Hockey Association Board of Directors. This position is eligible to become an Officer of the Association. There is an expectation that Board Members will also sit on, and or chair one or more Standing Committees.

Compensation: Volunteer position. Two-year term. The position ceases to exist upon the completion of the Grand Forks Youth Hockey Association's second complete year of existence

Section 3. Term of Directors.

The term of each director shall be as follows:

Director, Hockey Development. Commencing with the term beginning June 1, 2014, the term shall be two years.

Director, Coaching. Commencing with the term beginning June 1, 2014, the term shall be two years.

Director, Park Commissioner. Commencing with the term beginning June 1, 2014, the term shall be two years.

Director, Girls Programs. Commencing with the term beginning June 1, 2014, the term shall be one year. Thereafter, the term shall revert to a two-year term for all successive terms thereafter.

Director, Girls Programs. Commencing with the term beginning June 1, 2014, the term shall be one year. Thereafter, the term shall revert to a two-year term for all successive terms thereafter.

Director, Travel/Competitive Programs. Commencing with the term beginning June 1, 2014, the term shall be one year. Thereafter, the term shall revert to a two-year term for all successive terms thereafter.

Director, In-house/Recreational Programs. Commencing with the term beginning June 1, 2014, the term shall be two years.

Article 4

OFFICERS

Section 1. Officers. The Officers of this Association shall be a President, a Vice President, a Treasurer and a Recording Secretary each of whom shall be elected by and from the Board of Directors. A failure to elect any Officer shall not affect the existence of the Association. All Officers must be Members of the Association.

Section 2. Election and Term of Office. The Officers of the Association shall be elected every two years by secret ballot by majority vote of the Board of Directors present at the annual meeting. The results of the election of Officers shall be announced to the Members as soon as the elections are completed. The Officers shall be installed the following June 1. Each Officer shall hold office from the end of the meeting at which the Officer is installed for one (1) years, or until his or her successor shall have been duly elected and shall have qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Initially, the position of President and Secretary shall be for a two (2) year term reverting thereafter to one year terms. The purpose of the initial two year term is to facilitate staggered elections avoiding complete turnover of Officers during each election.

Section 3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed but election of an Officer shall not of itself create contractual rights.

Section 4. Vacancies. Vacancies in Offices, however occasioned, shall be filled by election by the Board of Directors at a special meeting or at the next regular meeting for the unexpired terms of such Officers.

Section 5. Duties. The President shall preside at all meetings of the Membership. The President shall be the chief executive officer of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Membership.

Section 6. Salaries and Expenses. Each Officer shall serve without compensation for his services, except for reimbursement for reasonable out-of-pocket expenses while attending to Association business, at the discretion of the Board of Directors except for the Director of Hockey Development and the Director of Coaching both of which will be entitled to receive a

stipend in an amount to be determined by the Board of Directors. Board of Directors expenses for reasonable out-of-pocket expenses while attending to Association business, at the discretion of the Board of Directors, may be reimbursed.

Section 7. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Membership, the Membership may delegate his or her powers or duties to any other Officer.

Section 8. Executive Director. The Grand Forks Park District has final say as to whom the Executive Director of the Association shall be. The Executive Director shall act as the chief administrative officer of the Association and shall have general supervision over the activities and operations of the Association subject to the authority of the Officers and Members of the Association and subject to supervision by the President. The Executive Director need not be a Member of Association. The salary and compensation of the Executive Director shall be set and paid for by the Grand Forks Park District.

Article 5

EXECUTIVE AND OTHER COMMITTEES

Section 1. Standing Committees. The following standing committees, with the exception of the Nominating Committee, shall be appointed by the President at or following the annual installation of the President to serve for one year or until their successors are appointed:

- (a) Hockey Development Committee. Responsible for all aspects of hockey programs to maximize player development and player participation.
- (b) Coaching and Coaches Selection Committee. Responsible for recruiting, training, application process, selection, and monitoring of coaches and coaching development.
- (c) Player Evaluation Committee. Determines the process and system for player evaluations at the start of each season for the purpose of placing players on the appropriate age specific team.
- (d) Discipline, Grievances, and Appeal Committee. Established to provide appropriate discipline and review process and provide organizational response to formal grievances.
- (e) Tournament Committee. Responsible for development and operation of all organizational tournaments.
- (f) Fundraising Committee. Responsible for development and operation of organizational fundraising activities.

Section 2. Creation of Committees. The Board of Directors may, by resolution passed by a majority, designate an Executive Committee and one or more other committees.

Section 3. Executive Committee. The Executive Committee (if there is one), shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Members creating such Executive Committee, such powers as can be lawfully delegated by the Membership.

Section 4. Other Committees. Such other committees shall have such functions and may exercise such power of the Membership as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 5. Committee Chairpersons. The President shall appoint all committee chairpersons, who must be Members. The President may, with or without cause, revoke any such appointments at will and make new appointments.

Section 6. Ex Officio Member. The President shall be an *ex officio* member of all committees.

Section 7. Meetings. Regular meetings of the committees may be held without notice at such time and at such place as shall from time to time be determined by the committees, and special meetings of the committees may be called by the Chairpersons or any two (2) members thereof upon three (3) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these.

Section 8. Vacancies. Vacancies on the committees shall be filled by the Membership at any regular or special meeting of the Members.

Section 9. Quorum. At all meetings of the committees, a majority of the committee's members shall constitute a quorum for the transaction of business.

Section 10. Manner of Acting. The acts of a majority of the members of a committee present at a meeting at which there is a quorum shall be the act of such committee.

Article 6

BOOKS, RECORDS, AND REPORTS

Section 1. Minutes, Books, and Records. The Association shall keep correct and complete minutes of the proceedings of its Members, and committees, the President shall keep correct and complete books and records of account, and shall keep a membership book containing the name and address of each Member. Within a reasonable amount of time after each Membership meeting, a complete copy of the minutes from said meeting shall be sent to each Member at the address provided in the Membership application.

Section 2. Report to Members. The Association shall send an annual report to the Members of the Association not later than four months after the close of each fiscal year in the

Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis.

Section 3. Inspection of Corporate Books. Any person who is a Voting Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association.

Article 7

NONPROFIT OPERATION

The Association will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Association will be distributed to its Members or Officers without full consideration. No Member of the Association has any vested right, interest, or privilege in or to the assets, property, functions, or activities of the Association. The Association may contract in due course with its Members and Officers without violating this provision.

Article 8

FISCAL MATTERS

Section 1. Fiscal Year. The fiscal year of the Association shall commence on June 1 of each year and shall end on May 31 of each year.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the Grand Forks Park District. Such authority may be general or confined to specific instances. No loan shall be granted to an officer or director of the Association.

Section 3. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, and all notes or other evidence of indebtedness, issued in the name of the Association, shall be signed by and in accordance with current Grand Forks Park District Policy and Procedure. The Account balances, contributions and debits attributable to the Association shall be audited annually with the results thereof being provided to the Board of Directors and by request to any current Member.

Article 9

SEAL

Their will be no corporate seal.

Article 10

INDEMNIFICATION

The Association shall indemnify each Officer including former Officers to the full extent permitted by the North Dakota General Association Act and the North Dakota Nonprofit Association Act.

Article 11

AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Members at any meeting; provided, however that notice of the proposed action shall have been given to all Members.

Article 12

DUES

Section 1. Establishment of Dues. Dues and admission fees, if any, for Membership shall be established by the Board of Directors with input from the Grand Forks Park District. In addition to annual dues, the Board of Directors may assess additional dues as which it determines to be in the best interest of the Association.

Section 2. Payment of Dues. Annual dues shall be paid to this Association on or before the first day of October. Admission fees, if any, and dues for new Members shall be paid to this Association within thirty (30) days after admission of the new Member.

Section 3. Termination of Member. The Board of Directors may terminate any Member if dues are not paid within thirty (30) days after they are due. The Executive Director shall attempt to notify such Member of the termination by sending a notice of termination to his or her address as it appears in the membership records of the Association.

Article 13

PARLIAMENTARY PROCEDURE

The current edition of *Roberts Rules of Order* shall apply to meetings of Voting Members to the extent that such rules are consistent with these Bylaws.