

## **Onset Board of Trustees Bylaws**

Approved by the Onset Conference 28 July 2001

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### **BYLAWS OF GOVERNANCE**

For the Onset Board of Trustees

#### **Section 1. Name**

The Name of this Board shall be the Onset Board of Trustees (Board).

#### **Section 2. Trustees**

**2.1 Number:** There shall be eleven Trustees on the Board. Nine (9) trustees elected at the annual meeting of the Onset Conference (“Elected Trustees”); and two (2) ex officio trustees (“Ex Officio Trustees”) who shall be:

2.1.1 the Mission Center President of the New England Mission Center of Community of Christ (“Mission Center”) or his/her designee, and

2.1.2 the Mission Center Financial Officer of Mission Center or his/her designee.

**2.2 Elected Trustee Qualifications:** Only members of the Onset Conference may serve as Trustees. A member of the Onset Conference is a person who is:

2.2.1 a confirmed member of Community of Christ

**and at least one of the following:**

2.2.2.a a registered member of a Congregation within the boundaries of the former Southern New England District of Community of Christ

**or**

2.2.2.b a land leaseholder, co-lessee, or an additionally named party on a land lease on the Onset Campgrounds

**2.3 Term:** Elected Trustees shall serve a term of three years. Initially, Elected Trustees shall serve a term of one, two or three years so that approximately 1/3 will expire each year. Elected Trustees may serve more than one term, but not more than six (6) consecutive years. Elected Trustee terms shall commence no more than 30 days after election, at the first regular meeting of the Board following the election. Ex-Officio Trustees shall serve until termination or resignation.

#### **2.4 Termination of Trustees**

2.4.1. By resignation

2.4.2. By death

2.4.3. By action of the Onset Conference at its regular annual meeting

2.4.4. Automatically by absence from three consecutive meetings of the Board unless waived by the Board

2.4.5. By termination of initial qualifications in paragraph 2.2.

2.5 Trustee Vacancies: Vacancies occurring on the Board during the interim between annual meetings of the Onset Conference may be filled by the Chair of the Board. Such appointments shall expire at the next annual meeting of the Onset Conference.

2.6 Compensation: Trustees shall not receive compensation for their services as Trustees.

**Section 3. Officers of the Board:** To be elected annually at the first meeting of the Board following the annual meeting of the Onset Conference.

3.1 Chair: The Chair shall preside at all meetings of the board, fill Board vacancies, and supervise the proceedings of the Board, its officers, committees, and activities.

3.2 Vice Chair: The Vice Chair shall assist the Chair in the discharge of duties and responsibilities and shall serve as Chair in the absence of the Chair.

3.3 Treasurer: The Treasurer shall oversee all fiscal and financial activities within the Board's responsibility. These shall include the collection of fees, charges, assessments, rents, and other income, the safeguard and proper disbursement of funds, the maintenance of bank accounts, investments accounts, and reserve funds. The Treasurer shall cause the accounts to have a Financial Inspection annually, and reports created as required for the Board and the Onset Conference, annually, or as otherwise directed by the Chair.

3.4 Secretary: The Secretary shall record minutes of meetings and provide custodianship and security of records and materials of the Board. The Secretary also corresponds with Campground residents and others, at the direction of the Chair.

**Section 4. Committees:** The Board may create and dissolve standing or ad-hoc committees as desired from time to time.

## **Section 5. Meetings**

5.1 Regular meetings: Regular meetings of the Board shall be held at least quarterly as scheduled by the Chair. All Board members shall be notified of the time and place of all meetings. Such notice shall include the intended agenda and be sent to all Trustees not more than 10 days and not less than 5 days prior to the meeting. Items not included in this agenda will not be admissible at the meetings without unanimous consent by the Trustees present.

5.2 Notice of meetings: Postal mail, FAX, or electronic mail as feasible may be used to send Notice of Meetings. The Secretary shall be responsible for delivery by any method selected. Verbal notice is invalid.

5.3 Waiver of Notice: Proper notice, as described in Section 5.1 and 5.2 may be waived providing all elected Trustees are present or represented by written assent and unanimous consent to waive notice is rendered.

5.4 Remote communication for meetings: Any Board meeting may be conducted by one or more means of remote communication through which Trustees may participate in the meeting. Remote communication includes but is not limited to telephone, video, the Internet, or such other means by which Trustees may communicate with each other on a substantially simultaneous basis. Participation in a meeting by any of the above-mentioned means constitutes attendance at a meeting.

5.5 Action without a meeting: The Chair is empowered to act for and on behalf of the Board, unilaterally, when emergency exists or inaction would be detrimental to the interests of the Onset Campgrounds or to the Community of Christ. Notice of such action shall be immediately conveyed to all Trustees and reviewed and ratified at the next regularly scheduled Board meeting.

5.6 Special Meeting: Special meetings of the Board may be called by the Chair or any three Trustees. Notice of a Special Meeting shall include the date, time, and place of, and the items of business to be transacted at, the meeting and shall be communicated to each Trustee by mail, facsimile, email, courier service, or hand-delivery at least forty-eight (48) hours before the date of such meeting. No business other than that stated in the notice shall be transacted at said special meeting unless two thirds (2/3) of the entire Board, regardless of attendance, votes to waive the notice of items of business at the special meeting.

5.7 Quorum: At any meeting of the Board, a majority of the elected Trustees then holding office and present shall constitute a quorum to convene and conduct business.

5.8 Voting: All Trustees present are entitled to one vote on each question (unless a conflict of interest precludes one's vote). All questions shall be decided by majority vote. No Trustee shall be represented by Proxy.

5.9 Notice to the Conference about Board Meetings: All regular and special meetings of the Board shall be open to all interested parties. For regular meetings, the Chair of the Board or his/her designee will provide notice of changes of the meeting dates and of the content of the agendas to the members of the Onset Conference a minimum of 4 days prior to the meeting date. Executive Session (for Board members only) may be declared when sensitivity of an issue or individual privacy must be protected.

## **Section 6. General Duties and Responsibilities of the Board**

6.1 The Onset Conference: The Board recognizes its empowerment by and jurisdictional responsibility to the Onset Conference. In this regard, the Board shall:

6.1.1 In coordination with the Mission Center, provide for the annual meeting of the Onset Conference to be conducted in person, or by teleconference or other technology, following the parliamentary rules of Community of Christ.

6.1.2 Provide an annual accounting of all fiscal matters, including budget for approval to the annual meeting of the Onset Conference.

6.1.3 Accept direction as initiated by action of a meeting of the Onset Conference, incorporating policy, vote, or mandate as appropriate in the care and safekeeping of the Campgrounds and program development.

6.1.4 Provide copies of, or access to such written policies, regulations, and procedures as are created by the Board to the members of the Onset Conference.

6.1.5 Provide the dates for regular Board meetings for the following year to the Onset Conference at the Onset Conference's annual meeting.

**6.2 Management Responsibility:** To manage and control all activities and property on the Community of Christ Onset Campground, creating policies, regulations, and procedures to accomplish this purpose compatible with the Principles and Practices of the Community of Christ or its successors or assigns. This shall include, but not be limited to:

6.2.1 The maintenance and safeguard of Church buildings and equipment

6.2.2 The leasing of sites for homes, cottages, trailers, tents, and church properties.

6.2.3 The establishment of procedures for sale/purchase of privately owned housing.

6.2.4 Management and control of all Programs and Activities which take place on the Onset Campgrounds.

**6.3 Exclusions:** Specifically excluded from the responsibility of the Board of Trustees are the planning and activities of the Annual Reunion and such other activities as may be under the jurisdiction of the New England Mission Center or the Community of Christ Onset Congregation.

## **Section 7. Fiscal Year**

The fiscal Year of the Board of Trustees shall be January 1 – December 31.

**Section 8: Indemnity:** The Reorganized Church of Jesus Christ of Latter Day Saints (dba Community of Christ), its successors, and assigns shall indemnify all Trustees, Officers, Employees, or other agents who serve or have served as Trustees against all costs and expenses (including, but not limited to counsel fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which he or they may be involved by virtue of such person's being or having been such Trustee, Officer, or employee. The said indemnity shall include payment by the Community of Christ for expenses incurred in defending any civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws Chapter 180. No indemnification shall be provided for any person with respect to any matter as to which he shall have been adjudicated in any legal proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Community of Christ. The foregoing indemnity shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, by-law, agreement, regulation, or otherwise.

**Section 9. Amendment to the Bylaws:** These Bylaws may be amended or repealed by two-thirds (2/3) vote of the members of the Onset Conference present at any regularly scheduled annual meeting. Written intent to amend or repeal shall be given thirty days prior to such meeting with complete written detail of the action proposed.