



# *Constitution of the Augusta Disc Golf Association*

*as amended this 30th day of July, in the year 2018*

## **Article I: Name, Definitions & Opportunity**

**Section A: Name** - The official name of this organization shall be the Augusta Disc Golf Association.

**Section B: Definition** - The Augusta Disc Golf Association abbreviated title shall be 'ADGA'. The ADGA is a not-for-profit organization comprised of members interested in the promotion of the sport of disc golf in the area known as the Central Savannah River Area or 'CSRA'.

**Section C: Equal Opportunity** - The ADGA is open to all regardless of race; gender; color; nationality; religion; political affiliation; or any other possible discriminating factor not listed, barring suspension per Article III Section E.

## **Article II: Purpose**

**Section A: Purpose** - The ADGA's purpose shall be:

- To provide and promote a better understanding of the sport of disc golf to everyone.
- To provide an opportunity for disc golfers to develop their skills through organized competition and recreational play.
- To maintain an organized framework for representative government by the members of the association.

- To maintain high standards of excellence in promoting and managing disc golf and “flying disc” events.
- To publish and maintain a website, Facebook page, or any other presence through which club will publish news, event results, opinions and any other information which would be beneficial to ADGA members and the general public alike.
- To help any entity, such as members; non-members; county officials; and businesses, establish additional disc golf courses in the area whenever possible.
- To manage, maintain and improve any free-to-play disc golf courses in the area, and assist with pay-to-play courses if asked by the stewards of the course.
- To cooperate in good faith, with other organizations having common or related objectives for the good of the sport.

## **Article III: Membership, Eligibility and Dues**

**Section A: Membership** - Membership in the ADGA is attainable by any person who is interested in the sport of disc golf. All applications for membership shall be accompanied by remittance of annual dues outlined in section B.

**Section A.1: Membership Application** - The membership application is required to request the following information of a joining party:

1. Members full name
2. Members phone number
3. Members email
4. A privacy statement in accordance with A:10.

Should any of this information not be filled out on the membership application, the party will be classified as a non-active member until such a time as the information is provided.

**Section B: Dues** - Annual dues entitles a new member to membership in the club and a proof of membership. Dues are subject to change but members must be notified (30) thirty days in advance of the increase.

**Section B.1: Discounted Dues** - The BOD has the power to grant renewing members and non-member discounts up to 100% of annual dues for the purposes of special promotions, contest, services rendered and/or work performed by a party, member, or non-member.

**Section B.1.a: Early Registration and Payment** - Memberships received on or after

November 1st are extended through the end of the following year. However, these memberships shall not have the right to vote until after Jan 1st when their membership year officially begins.

**Section B.1.b: Family Memberships** - The ADGA shall have a family discount promotion which states that any active member's family qualify for a family discount. The discount is only available to family members in the same household. This discount is to be set by the BOD and changes to the family discount require a (30) thirty day notification to active members.

**Section B.2: Lifetime Memberships** - The cost of a Lifetime Membership shall be set at the equivalent of twenty-five (25) membership years at the current price. Lifetime memberships are for the life of the member, are non-transferable, classify the member as "Active", and remain with the assigned member, so long as they live.

**Section B.2.a: Use of funds from Lifetime Memberships** - Lifetime dues may be used over no less than five (5) calendar years; 20% of each Lifetime Membership dues are available for use each calendar year. The BOD may request the use of additional Lifetime Membership dues in a calendar year, per Article VIII Section D.

**Section B.2.b: Easy-Pay Lifetime Membership Option** - Lifetime Memberships may be paid on a payment plan: equivalent of five (5) membership years, per year, for five (5) consecutive years, due no later than January 31st of each calendar year. Should a member on Easy-Pay miss a payment, they will be given a grace-period to make a payment within fifteen (15) calendar-days; If they fail to make the payment during the grace-period, their Membership will be converted to a standard Active Membership, with time credited at the then-current Membership yearly rate.

**Section B.3: Schedule of Dues** - The schedule of dues shall be posted to the website in US Dollars.

### **Section C: Membership Classes -**

The classes of membership are:

- **Active:** All members, regardless of age, whose dues are current and are not attached to a family membership
- **Active Junior:** All members 12 years of age or younger attached to a family membership whose dues are current.
- **Active Family Member:** A member whose membership is linked to a Sponsor Member who is an active member.
- **Sponsor Member:** An active member whose account has family accounts linked to it for a family discount.
- **Non-Active:** All members whose dues are not current
- **Honorary:** Those selected to receive memberships at no charge as a gesture of goodwill
- **Lifetime:** Members who have paid the Lifetime Membership dues and have the same rights as Active Members.

**Section C.1: Non-Active Members** - Non-Active Members will receive no benefits of active membership including voting privileges.

**Section C.2: Honorary & Junior Members** - Honorary & Junior members receive all benefits of active members with the exception of voting privileges.

**Section C.3: Family Membership Status** - Changes between Active and Non-Active membership status of a Sponsor Member will be replicated to all accounts linked to his/her account.

**Section D: Membership Terms** - Memberships last one calendar year from Jan 1st until Dec 31st of that same year. Membership annual dues are due Jan 31st of the current year.

**Section D.1: Past-Due Fees** - Any member who fails to pay the annual due by the date of Jan 31st of the current year is to be classified as a non-active member and will have all membership benefits revoked until any and all membership dues or other monies owed are paid in full, at which time the member shall be reinstated as an Active member and have all membership benefits reinstated as well at that time.

**Section E: Suspension** - The BOD may suspend any person from the club or club events for illegal activity or conduct deemed detrimental to the image of the organization or the sport as outlined in Article IV.

**Section E.1: Suspension Period** - The BOD will be responsible for the period of suspension should a person not conform to the standards outlined in Article IV.

**Section E.1.a: Permanent Suspension** - Permanent suspensions should not be taken lightly and requires a special quorum of seventy five percent (75%) of the active members, including all BOD members.

**Section E.2: Suspension Appeal** - A suspended club member may appeal their status with the BOD. This appeal process may only be invoked once per calendar year per suspension. Voting in the suspension appeal is subject to Article V Section F.

**Section E.2.a: Permanent Suspension Appeal** - A permanent suspension may be appealed once every 5 years, requiring a special quorum of seventy five percent (75%) of the active members, including all BOD members.

**Section E.3: Suspension Definition** - A suspended member shall not be allowed to attend or included in any and all club related events, meetings, and activities.

## **Article IV: Ethical Standards**

**Section A: Club Ethics** - Members are expected to behave in a professional and sportsmanlike manner while participating in an ADGA event. Actions that are in violation of this conduct may include, but are not limited to:

- Repeated and overt use of abusive or profane language
- Willful and overt destruction, abuse or vandalism of property, including animal and

plant life

- Cheating: a willful attempt to circumvent the rules of play
- Physical attacks or threatening behavior to anyone present
- Excessive use of alcohol at a Club Event, Meeting, or Activity.

## **Article V: Board of Directors**

**Section A: Board Definition** - The management of the affairs of the ADGA shall be vested by (5) five active ADGA members who will form a Board of Directors. The abbreviation for this board shall be "BOD"

**Section B: Board Makeup** - All members of the BOD must be active members who owe no monies to the ADGA and who are elected by a vote of active members.

**Section C: Board Positions** - The BOD shall be comprised of 5 elected members who are to occupy the following positions:

- President
- Vice President
- Public Relations Manager
- Course Manager
- Events Manager

All BOD members are elected "AT LARGE".

**Section D: Board Election** - Any active member, over the age of 18, may run for the BOD. Members wishing to be a potential candidate are to submit a written statement which is to be handwritten or digitally written in the form of an e-mail. This statement indicating they wish to run for the BOD is to be delivered to a member of the current BOD no later than November 1st.

Elections for the BOD will be held at the December club meeting and the candidates will be chosen by a vote. The top 5 candidates who received the most votes will be the BOD for the upcoming membership year.

**Section D.1: Election Ties** - Any BOD election ties will result in both candidates serving on the BOD so long as all 5 offices have not been filled. In the event that the number of tied candidates outnumber the available seats left to be filled by the election. A runoff will be held at that very same meeting unless the acting president directs the run off to be held at another date.

**Section E: Board Term** - The term for each director is one (1) year. Each director shall hold office until the annual meeting when his/her term expires and until his/her successor has been elected.

**Section E.1: Resignation/Successors** - In the event of a resignation or in the event a BOD member is deemed unable to continue to perform his/her duties by the other BOD members, the

remaining BOD members shall appoint a successor to take office immediately and serve until the next annual election. In the event of board member removal who is deemed unable to perform his/her duties, a unanimous vote is needed by all remaining BOD's.

**Section F: Majority** - A majority three-fifths (3/5) is required for any BOD decision, appointment, or policy change not outlined in Article IX.

**Section G: Undefined Scope** - any act, precedent, judgment, contract, or other situation pertaining to the ADGA and deemed needing governance by the BOD that is not defined in these articles is remitted to the BOD for a vote pursuant to Article V subsection F.

**Section H: Board Overruling** - any act, judgment, or decision by the BOD may be overruled by a motion in accordance with Article VIII subsection D, and requiring a quorum of (75%) seventy five percent of active members.

## **Article VI: Duties of the Club Board Members**

**Section A: President** - The President shall be responsible for the day-to-day business of the club and he/she will be responsible for organizing the monthly club meeting agenda and presiding over the meetings. It shall be his/her duty to oversee that the other BOD members are performing their assigned duties and to assist them in whatever way possible.

**Section B: Vice President** - The Vice President shall assist the president and will perform the duties of the president in his/her absence. The vice president shall succeed the president in the event that the president resigns or is removed from office by a 3/5 majority vote by the members of the BOD.

**Section C: Public Relations Manager** - The Public Relations Manager shall be responsible for directing any and all media coverage of club events, securing new memberships as well as securing old and current members, all public media regarding the club including but not limited to videos, press releases, pictures, advertising.

**Section C.1: Required Media Outlets** - The Public Relations Manager is also responsible for the upkeep and maintenance of the website and Facebook page. The Public Relations Manager has the power to appoint a "webmaster/web developer" to help in these task.

**Section D: Course Manager** - The Course Manager shall be responsible for the upkeep and maintenance of any and all disc golf courses in the area that fall under the jurisdiction of the ADGA. The Course Manager also has the responsibility to help any and all parties interested in establishing a new disc golf course in the area.

**Section D.1: Course Caretaker** - The Course Manager shall have the power to appoint club members to oversee courses in the area and to report observations to the Course Manager. This appointed office will be called "Course Caretaker" and its term will coincide with the Course Manager's term on the BOD. A Course Caretaker has the right to decline the position or resign, at which time, another Course Caretaker shall be chosen from amongst active membership. If no

active member wishes to perform the duty of Course Caretaker, the Course Manager must oversee the course until such a time as an active member accepts the position.

**Section E: Events Manager** - The Events Manager shall be responsible for the creation of club events, and running of annual club events. The Events Manager has the power to appoint any number of people to help in this task. The entire BOD is expected to work closely with the Events Manager during the planning stages of a club event.

**Section E.1: Annual Events** - The Events Manager shall run, manage, and direct no less than (3) three annual events in the CSRA. These events are the Augusta Classic, Throw at the O (TATO) and Spring Fling as defined below:

The Augusta Disc Golf Classic is a two-day event, which is to be held any weekend in the month of September. The Augusta Disc Golf Classic's abbreviated title shall be "CLASSIC". The CLASSIC is to be a PDGA sanctioned event. If the Events Manager is new he will be an Assistant TD or a Course Director at this event to help gain experience. If the CLASSIC is PDGA sanctioned as an A-tier and the Events Manager does not meet the PDGA required experience, the event will be trusted to another BOD member or a trusted Active Member with the PDGA requirements to host this event. All board members shall help execute and run this event.

Throw at the O (TATO) is a one day event, which is to be held any weekend in the month of August. "TATO" is to be a PDGA sanctioned event and held at The Player's Course at Lake Olmstead. It shall be an event to help raise money for the club.

The Ice Bowl is a one day event ran by the International Disc Golf Center (IDGC). The Events Manager will work with the IDGC on handling lunch, event preparation, promotions and any other requests of the IDGC. In the event that IDGC does not run an Ice Bowl, the club shall run one in its place at a suitable course or similar.

The Spring Fling is a one day event, which is to be held any Saturday or Sunday from March 1st until April 30th. Spring Fling is to be a PDGA sanctioned event. It shall be an event to help raise money for the club early in the year. This event is designed to help a new Events Manager become more familiar with how Sanctioned events are handled. Any other available BOD member should assist the Events Manager with this event to better prepare them for other club events later in the year.

## **Article VII: Other Offices**

**Section A: Club Secretary** - The BOD is to appoint a Club Secretary no later than Jan 31st of the year. The Club Secretary is to be present at all BOD and General Meetings to record the proceedings. The Club Secretary term is (1) one calendar year.

**Section A.1: Record Verification** - The Club Secretary shall present the meeting minutes to the BOD for verification by no less than (2) two BOD members at the end of the meeting. The

verifying BOD members shall initial the top page of the minutes as proof of verification.

**Section A.2: Chain of Records** - The Club Secretary shall submit a copy of the meetings minutes to the Public Relations Manager no later than (7) seven days after the meeting to be posted for member consumption via the website. Another copy of the minutes shall be kept by the Club Secretary for no less than (1) one calendar year, at which time any and all records are to be surrendered to the BOD, whom shall keep them for no less than 2 years in a secure facility of the BOD's choosing.

**Section B: Treasurer** - The BOD shall appoint a Treasurer for the club no later than Jan 31st of the year. The Treasurer shall have a term of (2) two calendar years. General accounting principles will be followed for all accounting activities. The treasurer will keep all receipts received for the current year as well as the last three fiscal years.

**Section B.1: Annual Reports** - An annual income statement (income and expenses) as well as a balance sheet (assets and liabilities) will be developed for permanent record after the end of each fiscal year (January 1). All records will be kept current as income or expense events occur. This annual report will be posted to the website no later than (30) thirty days after it is given to the Public Relations Manager.

**Section B.2: Quarterly Reports** - Quarterly reports will be generated by the Treasurer and posted to the website no later than (30) thirty days after given to the Public Relations Manager.

## **Article VIII: Meetings**

**Section A: General Meetings** - Regular meetings shall be held quarterly at a location of the Boards choosing. Meeting notification shall be delivered to all club members no later than (30) thirty days before the meeting. Meetings shall be attended by no less than (1) one BOD member.

**Section B: Board Meetings** - Board meetings shall be held at least quarterly at a location of the Boards Choosing. Meeting Notification shall be delivered to all club members no later than (30) thirty days after the meeting.

**Section C: Quorum** - A quorum shall consist of no less than (51%) fifty one percent of active membership in a meetings attendance.

**Section C.1: Digital Votes** - In the event a digital vote system exists and is approved for service by the BOD, a quorum shall consist of no less than (51%) fifty one percent of all votes cast, both physical votes by members in attendance and digital votes cast by members unable to physically be at the meeting.

**Section D: Motions** - Any motions may be presented at any meeting by Active Members or BOD officers. Motions require a seconding from another Member who is eligible to vote. The BOD will then acknowledge the motion has been seconded and declare it a proposition to be put to a vote. A date will be set for the vote by the BOD that must be within (90) ninety days of the motion. The BOD will then notify members in accordance with Article VII Section A and Article VI Section C.



**Section E: Proxy Votes** - If a member is absent from a meeting yet wishes their votes to be counted, they shall have the option to send their vote with a proxy. The proxy is required to have a written (digital or handwritten) statement saying how they wish to vote; signed by the member, either by hand or digitally signed as defined in Article XI, Section A.1.

**Section E.1: Electronic Signatures** - Electronic signatures are defined as the full legal name of the member appended to the statement.

## **Article IX: Amendments**

**Section A: Amendment Qualifications** - Any motion which is to be considered as an amendment must be proposed by an Active Club Member and seconded by another Active Club Member.

**Section B: Amendment Passage** - These bylaws may be amended by a fifty one percent (51%) majority vote from active members, which include BOD members, as outlined in Article VIII, Section C.

**Section C: Notice** - All members shall receive advance notice of a proposed amendment at least thirty (30) thirty days before the meeting to vote on the amendment subject to Article VI Section C..

## **Article X: Membership Information Handling**

**Section A: Required Information** - The member's full name and phone number are the only requirements for membership application. If a member is under the age of 18, a parent or guardian's phone number is required. Any other information is voluntary.

**Section B: Information Sharing and Usage** - The BOD may use any and all information provided to contact a member of the club for any reason such as meetings or club events. Non BOD members are not privy to contact information except a member's name. A request to contact a member for another member will be handled by a Board Member.

Member information shall not be shared, sold, rented or otherwise disclosed with any third party outside the ADGA BOD, except with a member's explicit consent. In the event of dissolution the ADGA may not be able to control how member information is treated, transferred, or used.

**Section C: Information Changes** - A member may change his/her information at any time, including but not limited to changes in privacy, as long as all requirements are met as outlined in Article III Section A subsection 1.

**Section D: Article X Changes** - If this article is changed at any time active members are to be notified and given the option to change their information, including the information waiver sections.

**Section E: Membership Information Updates** - Every year whilst renewing membership, a member shall be asked if they wish to make changes to their membership information, including information that is to be public.

**Section F: Privacy Statement** - The BOD shall have and maintain a privacy statement on the ADGA website for public consumption concerning the use of member information. Any information concerning any member under the age of 18 will be kept strictly private.

## **Article XI: Member Assets**

**Section A: Storing of assets** - All member assets will be stored at a storage facility centralized within the local area. No one BOD should be responsible nor hold the liability of storing member assets at or on their personal property. The ADGA will pay the annual dues of the storage facility. Any active BOD will have access to the member assets storage facility. All member assets will be checked in and out via a posted sheet at the storage facility. Any active member that signs out any member assets is responsible for the care and return of the asset(s). All assets are to be returned in the same condition as they were signed out. This does not apply to any merchandise the ADGA has that is being used for events/ADGA supported leagues.

## **Article XII: Distribution of Assets**

**Section A: Distribution** - Upon dissolution of the ADGA, any assets remaining, whether real; mixed; cash; securities; or otherwise, shall be given to a charity of the BOD's choosing within (30) thirty days of dissolution. Should the BOD be unable to decide on a charity, assets shall be placed into the stewardship of the IDGC (not the PDGA).