



Vichy Elementary School

A CALIFORNIA DISTINGUISHED SCHOOL

Vichy Parents Club Amended and Restated Bylaws

Proposed: June 4, 2025

VICHY PARENTS CLUB

AMENDED AND RESTATED BYLAWS

These amended and restated bylaws (these “**Bylaws**”) outline the essential structure and specific regulations to govern the **VICHY MOTHERS’ CLUB**, which operates under the fictitious business name, the **VICHY PARENTS CLUB** (the “**Club**”).

These Bylaws amend and restate the prior bylaws of the Club in their entirety and were duly adopted and approved by the Members as of June 4, 2025.

ARTICLE I

NAME

Section 1.1 The name of the organization is the Vichy Mothers’ Club. Notwithstanding the foregoing, the Club may operate under the fictitious business name, the Vichy Parents Club. Legal documents of the Club may reflect either name until a change in the name of the Club or a change in its fictitious business name is duly approved and recorded with the appropriate authorities.

ARTICLE II

DEFINITIONS

Section 2.1 Capitalized terms used in these Bylaws without other definition shall have the following meanings, unless the context clearly requires otherwise:

“**Articles of Incorporation**” means the formal legal document filed with the California Secretary of State that establishes the existence of the Club as a nonprofit organization.

“**Board**” or “**Board of Directors**” means the governing body of the Club, composed of individuals elected or appointed in accordance with these Bylaws, responsible for establishing policies, overseeing the management and affairs of the Club, and ensuring that the Club operates in accordance with its mission and applicable laws.

“**Bylaws**” has the meaning given to such term in the Preamble.

“**California Nonprofit Corporation Law**” means Cal. Corp. Code §§ 5000 to 10847.

“**Club**” has the meaning given to such term in the Preamble.

“**Director**” means each individual elected or appointed to the Board of Directors in accordance with these Bylaws.

“**Entire Board**” means the total number of Directors then in office.

“**Financial Secretary**” means the officer responsible for receiving monies, depositing funds, handling financial correspondence and performing other administrative financial tasks as set forth in Section 7.11.

“Fundraising Officer” means the officer responsible for supporting the Club’s fundraising goals, recruiting volunteers, establishing fundraising plans, and collaborating on fundraising communications as set forth in Section 7.14.

“Head Room Parent” means the officer serving as a liaison between the Board and Room Parents, welcoming new Members, contacting interested parents about Room Parent opportunities, and acting as liaison between volunteers and the Board as set forth in Section 7.13.

“Member” has the meaning given to such term in Section 4.1.

“Membership Committee” means a committee that may be established by the Board of Directors, at its sole discretion, to review membership applications and perform other membership-related duties as delegated by the Board.

“President” means the officer who presides at Board meetings, supervises and manages the Club, and performs other duties as set forth in Section 7.7.

“Principal” means the principal of Vichy Elementary School.

“Room Parent” means a parent (or legal guardian) who interacts with the Club as a representative of a class their child is part of.

“Secretary” means the officer responsible for maintaining corporate records, minutes, notices, and other duties as set forth in Section 7.9.

“Teachers’ Representative” means the teacher of Vichy Elementary School who is selected as a representative by the faculty of Vichy Elementary School.

“Technology Officer” means the officer responsible for overseeing the Club’s technology infrastructure, software tools, technology budget, technical support, and website maintenance as set forth in Section 7.12.

“Treasurer” means the officer responsible for custody of Club funds, maintaining financial records, and rendering financial reports as set forth in Section 7.10.

“Vice President” means the officer who performs the duties of the President in their absence and has other powers and duties as set forth in Section 7.8.

“Vichy Elementary School” means a public elementary school located at 3261 Vichy Ave, Napa, CA 94558, with which this Club is affiliated.

ARTICLE III PURPOSE

Section 3.1 The purpose of the Club is to promote the welfare and education, and to concern themselves with promoting interest in and lending assistance to, the students and teachers of Vichy Elementary School.

Section 3.2 The purpose of the Club shall be developed through parent education, meetings, and activities designed to benefit Vichy Elementary School students and community.

ARTICLE IV MEMBERS

Section 4.1 Membership. Membership in the Club is open to all parents (or legal guardians) of students attending Vichy Elementary School who meet the requirements for membership set forth in Section 4.2 (any such individual, a “**Member**”).

Section 4.2 Requirements for Membership.

- a. To be eligible to become a Member, an individual must be a parent (or legal guardian) of a currently enrolled student at Vichy Elementary School.
- b. Any eligible parent (or legal guardian) may become a Member by completing the Club’s membership application form and providing a written consent to abide by these Bylaws and any duly adopted policies or rules of the Club.
- c. The membership application and consent form shall be made available on the Club’s website or at Club meetings, and submission of the completed form shall constitute a request for membership.
- d. The Membership Committee or designated officer shall review all applications for completeness and, upon acceptance, record the individual’s name in the official membership roster.
- e. No membership fee shall be required.

Section 4.3 Rights and Responsibilities.

- a. Each Member shall be entitled to one vote on matters brought before a meeting of the Members, subject to any limitations specified elsewhere in these Bylaws.
- b. Members are expected to support the Club’s purpose and activities and to abide by these Bylaws and any other duly adopted policies or rules of the Club.
- c. Subject to Section 4.4, membership is continuous, and Members remain in good standing as long as they meet the eligibility criteria and comply with these Bylaws.
- d. Membership shall be non-transferrable.

Section 4.4 Termination of Membership.

- a. Any Member’s membership in the Club shall automatically terminate if such Member ceases to be a parent (or legal guardian) of a currently enrolled student at Vichy Elementary School.
- b. Any Member may voluntarily terminate their membership by notifying the Club in writing.

- c. The Club may remove a Member for cause (e.g., failure to comply with these Bylaws or the Club's policies), with such action requiring approval of the Board. Any removal process must be conducted in good faith and in a fair and reasonable manner, including: (a) providing the Member with written notice at least fifteen (15) days before the effective date of removal, specifying the reasons for removal; and (b) providing the Member an opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of removal, by the Board to decide whether the removal should proceed.

Section 4.5 Annual and Regular Meetings. The annual meeting of the Members shall be held at a time and place fixed by the Board. Regular meetings of the Members shall be held at such times and places as may be fixed by the Board.

Section 4.6 Special Meetings. Special meetings of the Members shall be held whenever called by the President, by resolution of the Board or by a written demand to the Secretary by five percent (5%) of the Members eligible to vote. Special meetings must be held not less than thirty-five (35) days nor more than ninety (90) days after the resolution or written demand is made.

Section 4.7 Place of Meetings. Member meetings may be held at any place within or without the State of California that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at 3261 Vichy Ave, Napa, CA 94558.

Section 4.8 Notice of Meetings.

- a. **Written Notice and Timing.** Written notice of the place, date, and time of any Member meeting shall be given to each Member at least ten (10) days but not more than ninety (90) days before the meeting.
- b. **Delivery of Notice.** Notice shall be given to each Member at the Member's address or contact information as it appears on the records of the Club by first-class mail, with prepaid postage thereon, certified mail; telephone; or personal delivery of oral or written notice, including by courier service; or email or other electronic means, if the Member has consented to accept notices by email or other electronic means.
- c. **Content of Notice.** The notice shall state:
 - (i) The place, date and time of the meeting;
 - (ii) The means by which Members may participate in the meeting, if any means of electronic transmission by and to the Club or other means of remote communication are available;
 - (iii) In the case of a special meeting, the general nature of the business to be transacted;
 - (iv) In the case of a regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the Members; and

- (v) If Directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to Members.

Section 4.9 Quorum and Action of the Members. A quorum for the transaction of business at any meeting of the Members shall consist of one-tenth (1/10) of the Members being present in-person or by proxy; provided, that in a meeting of the Members consisting of less than one-third (1/3) of the Members being present in-person or by proxy, the Members may only vote on matters for which the general nature was described in the applicable meeting notice for such meeting. Any act approved by a majority of the voting power of the Members represented at the meeting at which a quorum is present is the act of the Members. A meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members who constitute the required quorum for the meeting.

Section 4.10 Adjournment of Meeting. In the absence of a quorum, any Member meeting may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy at such meeting, but no other business may be transacted, except as provided in Section 4.10. No meeting may be adjourned for more than 45 days. Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Club or other means of remote communication, if any, by which Members may participate) are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Club may transact any business which might have been transacted at the original meeting.

Section 4.11 Voting. Each Member shall be entitled to one (1) vote on each matter submitted to a Member vote.

Section 4.12 Action without a Meeting by Ballot.

- a. Any action which may be taken at any annual, regular or special meeting of the Members may be taken without a meeting if the Club distributes a written ballot to every Member entitled to vote on the matter.
- b. All solicitations of ballots shall:
 - (i) indicate the number of responses needed to meet the quorum requirement;
 - (ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of Directors; and
 - (iii) specify the time by which the ballot must be received in order to be counted.
- c. The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Club.
- d. Approval by written ballot pursuant to this Section 4.12 shall be valid only when:

- (i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and
- (ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 4.13 Proxies. Any Member entitled to vote at a Member meeting or to execute consents may authorize another person or persons to act for such Member by proxy. Every proxy must be in writing and signed by the Member, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such Member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. Every proxy shall be revocable at the pleasure of the Member executing it.

Section 4.14 Remote Meetings. The Club may conduct its meetings, including annual, regular, and special meetings, through electronic means, such as videoconferencing or other similar technology, in lieu of, or in addition to, in-person meetings. Any meeting held by remote means shall be deemed valid for all purposes under these Bylaws, provided that all Members have access to the necessary information to participate and that notice requirements set forth in these Bylaws are met.

Section 4.15 Action Without a Meeting by Written Consent. Any action required or permitted to be taken by the Members may be taken without a meeting, if all Members individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the Members. The action by written consent shall have the same force and effect as the unanimous vote of the Members.

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Powers.

- a. Subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and herein, the activities and affairs of the Club shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.
- b. The Board may delegate the management of the Club's activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Club shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 5.2 Number. The authorized number of Directors of the Club shall be not less than three (3) nor more than eleven (11); provided that the minimum number or maximum

number, or both, may be increased or decreased from time to time by resolution of the Board, but such action by the Board shall require the approval of a majority of the voting power of the Members represented at the meeting at which a quorum is present. No decrease shall shorten the term of any Director then in office. The exact number of authorized Directors shall be fixed, within the limits set forth in this Section 5.2, by resolution of the Board. All Directors have equal voting rights and responsibilities as members of the Board.

Section 5.3 Qualification. Each Director shall be at least 18 years of age and either a Member, the Principal or the Teachers' Representative.

Section 5.4 Elected Directors. Directors shall be elected at the annual meeting of the Members; provided that, notwithstanding anything to the contrary contained herein, one (1) of the Directors shall always be the Principal and one (1) of the Directors shall always be the Teachers' Representative.

Section 5.5 Term of Office. Each Director shall serve for a term of one (1) year and until the election and qualification of a successor, or until such Director's death, resignation, or removal.

Section 5.6 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of Directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a Director, may be filled at any meeting of the Board by the vote of the majority of the Directors then in office, although less than a quorum, or by a sole remaining Director. Each Director so elected shall serve until the next annual meeting and until such Director's successor is elected and qualified.

Section 5.7 Removal. Any Director may be removed at any time without cause by a majority of the voting power of the Members represented at a meeting of the Members at which a quorum is present. Any Director may be removed at any time with cause by the Board. For purposes of this Section 5.8, cause exists if the Director has been declared of unsound mind by a final order of court, is convicted of a felony, is found by final order or judgment of any court to have breached a duty under Article 3 of the California Nonprofit Corporation Law governing standards of conduct, or fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

Section 5.8 Resignation. Any Director may resign at any time by giving written notice to the Board, the President, or the Secretary, except if such resignation would leave the Club without a duly elected Director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of an Director.

Section 5.9 Annual and Regular Meetings. The Board shall hold an annual meeting at a time and place fixed by the Board, at which meeting the Board shall appoint officers and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times and places as may be fixed by the Board by resolution or as

specified in the notice of the meeting. Each Director shall attend regular meetings such that she or he is not absent from three (3) or more consecutive regular Board meetings.

Section 5.10 Special Meetings. Special meetings of the Board may be held at any time upon the call of the President or any two (2) Directors, at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 5.11 Place of Meetings. Meetings of the Board may be held at any place within or without the State of California that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at 3261 Vichy Ave, Napa, CA 94558, unless another place has been designated by a resolution duly adopted by the Board.

Section 5.12 Notice of Meetings.

- a. **No Notice Required.** No notice of a regular meeting shall be required where the time and place of the meetings are fixed by these Bylaws or by Board resolution, as permitted under Section 5.10. Notice of a regular or special meeting need not be given to a Director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to her or him.
- b. **Notice Required.** Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by these Bylaws or by Board resolution, shall be given to each Director.
- c. **Delivery of Notice.** Notice, when required, shall be given to each Director by one of the following methods: (i) first-class mail, with prepaid postage thereon; (ii) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (iii) email, or other electronic means, if the Director has consented to accept notices in this manner; or (iv) personal delivery of oral or written notice, including by courier service.
- d. **Timing of Notice.** Notice must be given to each Director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.
- e. **Content of Notice.** Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these Bylaws.

Section 5.13 Quorum and Action of the Board. A majority of the Entire Board shall constitute a quorum for the transaction of business. Any act approved by a majority of the Directors present at a meeting at which a quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors leaving less than a quorum, if any action is approved by at least a majority of the Directors who constitute the required quorum for the meeting.

Section 5.14 Meeting by Remote Communication. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, electronic video screen communication, or electronic transmission by and to the Club. Participation by conference telephone or electronic video screen communication constitutes presence in person if all Directors participating in the meeting can hear one another. Participation by electronic transmission by and to the Club (other than conference telephone or electronic video screen communication) constitutes presence in person if each participating Director can communicate concurrently with all other participating Directors, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific action proposed to be taken, and the transmission creates a record that is capable of retention, retrieval, and review, and may thereafter be rendered into clearly legible tangible form.

Section 5.15 Adjournment of Meeting. A majority of the Directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each Director not present at the time of the adjournment.

Section 5.16 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the Directors or committee members consent to the action in writing and the number of Directors or committee members then serving constitutes a quorum. For purposes of this Section 5.17 only, "all of the Directors or committee members" shall not include any interested Director as defined in Section 5233 of the California Nonprofit Corporation Law. The written consents shall be filed with the minutes of the proceedings of the Board or committee. The action by written consent shall have the same force and effect as a unanimous vote of the Directors or committee members.

ARTICLE VI COMMITTEES

Section 6.1 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to:

- a. approve any action for which the California Nonprofit Corporation Law, the Articles of Incorporation, or these Bylaws requires approval by the Entire Board;
- b. fill vacancies on the Board or in any committee which has the authority of the Board;
- c. amend, repeal or waive the Bylaws or adopt new Bylaws;

- d. amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- e. appoint committees of the Board or the Members thereof;
- f. expend corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or
- g. approve any self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Corporation Law.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility imposed by law.

Section 6.2 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the executive committee and the other committees of the Board shall be subject at all times to the direction of the Board.

ARTICLE VII OFFICERS

Section 7.1 Composition. The officers of the Club shall consist of a President, Vice President, Secretary, Treasurer, Financial Secretary, Technology Officer, Head Room Parent and Fundraising Officer. The Board may appoint other officers as it may determine. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President and Secretary, Treasurer, or Financial Secretary.

Section 7.2 Election. The officers shall be elected by the approval of the Board at its annual meeting. Except as may otherwise be provided in the resolution of the Board establishing an office, any office may be filled by a Director and no office need be filled by a Director. All officers shall be subject to the supervision and direction of the Board.

Section 7.3 Term of Office. Each officer shall hold office for a one (1) year term. Each officer shall hold such office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal.

Section 7.4 Removal. Any officer may be removed at any time, with or without cause, by the approval of the Board.

Section 7.5 Resignation. Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section 7.7 President. The President shall preside at all meetings of the Board. The President shall have the general powers and duties of supervision and management of the Club which usually pertain to such office and shall perform all such other duties as are properly required of the President by the Board.

Section 7.8 Vice President. The Vice President shall, in the absence or disability of the President perform the duties and exercise the powers of the President. The Vice President also shall have such other powers and perform such duties as usually pertain to such office or as are properly required of the Vice President by the Board.

Section 7.9 Secretary. The Secretary shall have the following powers and duties, and such other powers and duties as usually pertain to such office or as are properly required of the Secretary by the Board:

- a. **Articles and Bylaws.** The Secretary shall keep or cause to be kept the original or a copy of the Club's Articles of Incorporation and these Bylaws, as amended.
- b. **Minutes and Resolutions.** The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of the Board and its committees, and all meetings and ballots of the Members. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form. The Secretary shall furnish a copy of the minute book to any Member or Director upon written request.
- c. **Notices and Reports.** The Secretary shall give and serve all notices and reports as required by law and these Bylaws.
- d. **Corporate Seal.** The Secretary shall keep the corporate seal, if any, to sign such instruments as require the seal and the Secretary's signature.
- e. **Member Roster.** The Secretary shall maintain an up-to-date membership roster that includes the names, address, phone number and email address of all current Members.

Section 7.10 Treasurer. The Treasurer shall cause the Club to have the following powers and duties:

- a. **Custody and Maintenance of Funds.** The Treasurer shall have custody of all funds of the Club, shall keep and maintain full and accurate financial records.
- b. **Reporting and Transparency.** The Treasurer shall render reports of an account of the Treasurer's transactions and the financial condition of the Club as required by the Board. The Treasurer shall keep the Club's books of account and records open to inspection at all reasonable times to the President and any of the Directors upon request at the office of the Club.

- c. **Assumption of Additional Duties.** The Treasurer may assume the duties of the Financial Secretary as deemed necessary by the Treasurer.
- d. **Insurance.** The Treasurer shall maintain insurance coverage for the Club, including, but not limited to, general liability and Directors' and officers' liability, as deemed necessary by the Board.
- e. **Compliance Filings.** The Treasurer shall ensure the timely preparation and filing of all required financial and tax reports, including but not limited to annual tax returns, information returns, corporate filings, and any other compliance documents required by federal, state, or local authorities.

Section 7.11 Financial Secretary. The Financial Secretary shall serve as a general administrative assistant to the Treasurer. Their responsibilities shall include receiving all monies on behalf of the Club, depositing funds into the Club's bank accounts, handling correspondence related to financial matters, and performing other administrative tasks as directed by the Treasurer. The Financial Secretary's duties shall not include preparing the budget, paying bills, reconciling transactions, and preparing financial reports.

Section 7.12 Technology Officer. To ensure smooth day-to-day operations, the Technology Officer shall oversee and maintain the Club's technology infrastructure, including hardware, software, networking, and cloud services. She or he shall evaluate and manage software tools, including donor management systems and productivity tools, to ensure they are current and meet the organization's needs. The Technology Officer shall work with the Board to develop the technology budget and make cost-effective decisions regarding equipment, software licenses, IT services, and use of social media. Furthermore, the Technology Officer shall provide training and technical support to the organization, school, and volunteers; oversee the organization's website's development, maintenance, and updates, ensuring it remains functional, secure, and aligned with the Club's branding and communication strategies.

Section 7.13 Head Room Parent. The Head Room Parent(s) shall be a liaison between the Board and Room Parents; shall be in charge of welcoming to the Club new Members; shall contact parents (or legal guardians) who are interested in being a Room Parent for that particular class; shall act as liaison between volunteers and the Board.

Section 7.14 Fundraising Officer. The Fundraising Officer shall support the fundraising goals set by the Board, recruit volunteers to chair each fundraiser, work with each chair to establish plans for each fundraiser, assist fundraiser chairs to address any issues, collaborate with the Vice President to communicate fundraising messages using approved communications mediums.

Section 7.15 Additional Officers. The Board may from time to time appoint such additional officers as it shall deem necessary. To the fullest extent allowed by law, the Board may prescribe each additional officer their respective title, term of office, authority, and duties.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

Section 8.1 Definitions. For purposes of this Article VIII, capitalized terms used herein shall have the meanings set forth in this Section 8.1:

- a. **“Agent”** means any person who (i) is or was a Director, officer, employee, or other agent of the Club; or (ii) is or was serving at the request of the Club as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise.
- b. **“Third-Party Actions”** means any action or proceeding other than those:
 - (i) by or in the right of the Club to procure judgment in its favor;
 - (ii) brought under Section 5233 of the California Nonprofit Corporation Law regarding self-dealing transactions; or
 - (iii) brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust.

Section 8.2 Indemnification in Third-Party Actions. The Club shall, to the fullest extent now or hereafter permitted by law, indemnify any Agent of the Club made, or threatened to be made, a party to any Third-Party Action by reason of the fact that the Agent was an Agent of the Club, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, including reasonable attorneys’ fees, if the Agent:

- a. acted in good faith;
- b. in a manner the Agent reasonably believed to be in the best interests of the Club; or
- c. in the case of a criminal proceeding, had no reasonable cause to believe the Agent’s conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Agent did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Club or that the Agent had reasonable cause to believe that the Agent’s conduct was unlawful.

Section 8.3 Indemnification in Other Actions. The Club shall indemnify any Agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Club, or brought under Section 5233 of the California Nonprofit Corporation Law regarding self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

- a. in good faith;
- b. in a manner the Agent reasonably believed to be in the best interests of the Club; or
- c. with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 8.4 Limitation on Indemnification in Other Actions. No indemnification shall be made under Section 8.3:

- a. in respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to the Club in the performance of the Agent's duty to the Club, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- b. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- c. of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section 8.5 Mandatory Indemnification. The Club shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any proceeding described in Sections 8.2 and 8.3 of these Bylaws, or in defense of any claim, issues, or matter therein.

Section 8.6 Insurance. The Club may purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the Club would have the power to indemnify the Agent against that liability under Section 5238 of the California Nonprofit Corporation Law; provided, however, that the Club shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of Section 5233 of the California Nonprofit Corporation Law.

Section 8.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Club before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article VIII or under Section 5238 of the California Nonprofit Corporation Law.

ARTICLE IX MISCELLANEOUS

Section 9.1 Fiscal Year. The fiscal year of the Club shall be July 1 to June 30.

Section 9.2 Fund Use. Club funds shall be used exclusively for purposes provided in Section 3.1.

Section 9.3 Response to Solicitations. The Secretary shall answer any letters from other organizations soliciting contributions by stating that while Members may support their cause individually, the Club's funds are limited to Club purposes. Notwithstanding the foregoing, requests for charitable donations that have an educational focus shall be considered by the Board on a case-by-case basis.

Section 9.4 Fundraising. All fundraising activities of the Club must have at least two (2) Members, of which at least one (1) Member must also be a Director, present to count all cash receipts. These Members shall be appointed by the Board prior to the date of such fundraising activity.

Section 9.5 Authorized Signatories. The President, Vice President, Treasurer, Secretary, Financial Secretary and any other officer as may be approved by the Board shall be the authorized signatories of the Club. Checks shall be signed by two authorized signatories, each of whom must be different individuals regardless of whether one individual holds multiple offices.

Section 9.6 Deposits. The funds of the Club shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

Section 9.7 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

Section 9.8 Books and Records. The Club shall keep correct and complete books and records of the activities and transactions of the Club, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these Bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section 9.9 Annual Report; Statements of Transactions and Indemnification. The Board must send an annual report to each Director and Member not later than 120 days after the close of the Club's fiscal year. If approved by the Board, the annual report and any accompanying material sent pursuant to this Section 9.9 may be sent by electronic transmission by the Club. The report must be accompanied by either a report of an independent accountant or, if there is no such report, the certificate of an authorized officer of the Club that such statements were prepared without audit from the books and records of the Club. The annual report shall contain in appropriate detail the following:

- a. The assets and liabilities, including the trust funds, of the Club as of the end of the fiscal year.
- b. The principal changes in assets and liabilities, including trust funds, during the fiscal year.

- c. The revenue or receipts of the Club, both unrestricted and restricted to particular purposes, for the fiscal year.
- d. The expenses or disbursements of the Club, for both general and restricted purposes, during the fiscal year.
- e. A statement describing any transaction during the previous fiscal year that involved more than fifty thousand dollars (\$50,000), or a series of transactions with the same person that in the aggregate involved more than fifty thousand dollars (\$50,000) and in which the Club was a party; and any Director or officer of the Club had a direct or indirect material financial interest (not including a mere common directorship). The statement shall include:
 - (i) The names of the Directors or officers involved in such transactions;
 - (ii) The person's relationship to the Club;
 - (iii) The nature of the person's interest in the transaction; and
 - (iv) Where practicable, the amount of such interest.
- d. A statement of the amount and circumstances of any advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any officer or Director of the Club pursuant to Section 5238 of the California Nonprofit Corporation Law.

Section 9.10 Non-Discrimination. The Club shall not discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

Section 9.11 Articles of Incorporation. References in these Bylaws to the Articles of Incorporation shall include all amendments thereto or changes thereof unless specifically expected by these Bylaws. In the event of a conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall govern.

ARTICLE X AMENDMENTS

Section 10.1 Amendments. These Bylaws may be adopted, amended, or repealed by (1) the approval of the Members; or (2) the approval of the Board, except that any amendment that materially and adversely affects the rights of the Members as to voting and transfer must be approved by the Members.

ARTICLE XI DISSOLUTION

Section 11.1 General Dissolution. In the event of the dissolution of the Club, all remaining funds will be donated to a children's charity as determined by the Board.

Section 11.2 Dissolution by School Closure. Notwithstanding Section 11.1, in the event of the dissolution of the Club due to the closure of Vichy Elementary School, all remaining funds will be dispersed as determined by the Board on a pro-rata basis to any school within the Napa Valley Unified School District which the students will subsequently attend.