

ARTICLE I – NAME

- Section 1.1 The organization's name shall be UTAH DEAF CAMPERS, INC. (UDC, Inc.), and hereafter referred to as the organization.

ARTICLE II – OBJECTIVES / PURPOSE

- Section 2.1 The organization's primary objective is to be a sanctuary and advocate for the rights of all individuals in Utah, including the deaf, deaf-blind, hard-of-hearing, interpreters, and sign language users. We are deeply committed to creating an inclusive environment where everyone's voice is heard, valued, and respected, making you an integral part of our community.
- Section 2.2 Our secondary objective is to foster and promote outdoor sports and amusement of state and national parks, offering persons who are deaf, deaf-blind, hard of hearing, hearing (Child of Deaf Adults (CODA)), an interpreter, or a fluent sign language), and deaf-disabled in Utah and nationally through excursions and friendly competitions.
- Section 2.3 Board of Directors officers, members, and ex-officers of UDC, Inc. shall not receive any revenue for their services, times, or expenditure out of their pockets for the service, otherwise considering it as a donator. No parts of the net earnings of the UDC shall accrue to the members, board trustees, officers, or other private persons. Hence, accordingly, except for reasonable compensation for services rendered and distributions in the furtherance of the exempt purposes.

ARTICLE III – STATUS

- Section 3.1 Utah Deaf Campers (UDC) is incorporated with Nevada and is organized exclusively for the exempt purposes outlined in section 501(c)(3), which are charitable, religious, educational, scientific, literary, testing for public safety, fostering national or international amateur sports competition, and preventing cruelty to children or animals. Section 501 (c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.

ARTICLE IV – SCOPE OF FINANCIAL ACTIVITY

- Section 4.1 The organization may, in any legal manner, acquire, hold, own, sell, lease, encumber, and otherwise legally dispose of all kinds of real and personal property to carry out its primary objectives.
- Section 4.2 The organization may solicit, receive, and hold money and property by gift, contribution, bequest, or otherwise, and such property may be sold and converted into cash to carry out its primary objectives.

- Section 4.3 The organization may invest funds received and the income from such property to carry out its primary objectives.
- Section 4.4 Decisions regarding financial activity allowed in Sections 4.1, 4.2, and 4.3 shall be made by the official proposal and voted on by the Board of Directors, ensuring transparency and fairness in all financial matters. This process is designed to instill confidence in our members about the responsible management of our resources, providing a sense of security and trust in our financial decisions.

ARTICLE V – MEMBERSHIP

- Section 5.1 Any deaf, deaf-blind, hard of hearing, or hearing individual (CODA, an interpreter, or a fluent sign language) supporting UDC's mission may become a member upon payment of membership dues. They shall have voting privileges and may hold office, inspiring them to contribute to our mission and be part of our meaningful journey.
- Section 5.2 Per the law, each active family member under 18 has no voting privileges and may not hold office.
- Section 5.3 The biennial (two (2) year) membership period is from January 1st to December 31st of each odd-numbered year.

ARTICLE VI – LIFE / HONORARY MEMBERSHIP

- Section 6.1 **LIFE MEMBERSHIP:** The Executive Committee has the power to grant life membership to members for praiseworthy or long-time service on behalf of the Association, subject to the approval of the Active members assembled at any general meeting or conference. Such members shall be dues-free and carry all the privileges and benefits of Active members. Such members shall receive life member cards upon being granted life membership.
- Section 6.2 **HONORARY MEMBERSHIP:** Any hearing person interested in the deaf community may become an honorary member by voting for Active and Life members at any conference or general meeting.

ARTICLE VII – INDIVIDUAL MEMBERSHIP DUES

- Section 7.1 Each active member shall pay the non-refundable membership due of twenty dollars (\$20.00) per biennium (two (2) years) during the **odd-numbered** year.

- Section 7.2 Each active couple/family shall pay the non-refundable membership due of thirty-five dollars (\$35.00) per biennium (two (2) years) during the **odd-numbered** year.
- Section 7.3 For individual/couple/family active members paying the non-refundable membership due during the **even-numbered** year only, each active member shall pay the one-year (1 year) non-refundable membership due of ten dollars (\$10.00). Each active couple/family shall pay the one-year (1 year) non-refundable membership due of twenty dollars (\$20.00).

ARTICLE VIII – AFFILIATION FEE

- Section 8.1 The agreement between Utah Association of the Deaf, Inc. and Utah Deaf Campers, Inc., affiliation each other at the break-even affiliation fee costs, with the Memorandum of Understanding (MOU) in the document.
- Section 8.2 Nonprofit organizations may affiliate with the UDC for a fee of fifty dollars (\$50) per year, gaining access to our network and resources.
- Section 8.3 Businesses may affiliate with the UDC for a fee of one hundred dollars (\$ 100) per year, which includes promotional opportunities and access to our community.

ARTICLE IX – GOVERNMENT OF THE ORGANIZATION

- Section 9.1 The organization's government shall be vested in the UDC's Board of Directors, a body committed to upholding the highest standards of accountability and transparency.
- Section 9.2 The President, Vice President, Secretary, and Treasurer shall be vested in the Executive Board, a body responsible for the day-to-day operations and decision-making of the organization.

ARTICLE X – ARRANGEMENT OF BOARD of DIRECTORS

- Section 10.1 The Board of Directors shall comprise the President, Vice President, Secretary, Treasurer., Assistant Treasurer, and four (4) members of the Board of Trustees.
- Section 10.2 No one or more family members on the Board of Directors can hold up to one office: President, Vice President, Secretary, or Treasurer. For this purpose, family members shall include father, mother, spouse, brother, sister, son, daughter, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- Section 10.3 In the event of resignation or dismissal, the UDC's Board of Directors shall appoint a successor for the remainder of the two-year term. The appointment

process will be transparent and fair, ensuring that the organization's best interests are served and maintaining the integrity of our leadership.

- Section 10.4 Members may serve up to three (3) consecutive terms in the same office, after which they must step down to allow for new leadership and fresh perspectives. This ensures the continuous growth and development of the organization.
- Section 10.5 The Board of Directors members are expected to attend all Board, Regular, and Special meetings.
- Section 10.6 After the end of the election, the President, Vice President, Treasurer, and Secretary (Executive Board) automatically become the Board of Trustees, who oversee the organization's long-term strategic planning and ensure the continuity of our mission and objectives.
- Section 10.7 The Board of Trustees shall each hold office for as long as the President, Vice President, Treasurer, and Secretary (Executive Board) vote to extend their terms up to three (3) consecutive terms. The extension of their terms will be subject to a vote by the Executive Board, ensuring a fair and democratic process.
- Section 10.8 All Board of Directors, Chairperson, and Committees must take **Mandatory-Youth Protection Training** at training.scouting.org and print the Youth Protection Training Certification. Must complete all three modules and pass the exam within 60 days of being elected.

ARTICLE XI – DUTIES OF BOARD OF DIRECTORS

- Section 11.1 All members of the Board of Directors shall be able to communicate with deaf, deaf-blind, and hard-of-hearing people in American Sign Language (ASL).
- Section 11.2 All Board of Directors expect to maintain your balanced life and work with your contribution of 20% of your duties.
- Section 11.3 All Board of Directors will have recess in December and July.
- Section 11.4 The Board of Directors may replace any officers in the Association's best interests.
- Section 11.5 Members of the Board of Directors are expected to attend all the Board meetings. Failure to attend three successive meetings shall be the reason for the Board to consider and determine if the member shall be released from the Board.

Section 11.6 Duties of each Board of Directors member shall be well-defined in the Policies and Procedure Manual.

ARTICLE XII – CONFLICT OF INTEREST

Section 12.1 The Board of Directors and Committee members shall excuse themselves from making decisions that present them with a personal or professional conflict of interest.

Section 12.2 A Board of Directors member or active member may move that a member of the Executive Board excuse themselves if they feel that the board member has a conflict of interest. The agenda for the meeting shall then be suspended until that motion has been carried or struck down.

ARTICLE XIII – MEETINGS

Section 13.1 Summit Conferences of the membership of the Utah Deaf Campers shall be held biennially to elect Executive Board positions on the Second Saturday of November of **even-numbered** years by the Board of Trustees. They will be held at 10 am at the Robert G. Sanderson Community Center for the Deaf and Hard of Hearing (aka Deaf Center) at 5709 S 1500 W Taylorsville, UT 84123.

Section 13.2 The General Meeting of the membership of the Utah Deaf Campers shall be held Quarterly on the Second Saturday of the month years at 10 a.m. at the Robert G. Sanderson Community Center for the Deaf and Hard of Hearing (aka Deaf Center) at 5709 S 1500 W Taylorsville, UT 84123. It will include a general discussion, with the bylaws revised if necessary, and a full-year report from officers.

Section 13.3 The President may call special meetings with the concurrence of the Executive Board or upon the written request of three (3) active members.

Section 13.4 The call for a Special meeting must have a specific agenda stated beforehand, and no other business shall be transacted during the Special meeting.

Section 13.5 The Board of Directors shall meet at least **once every month** a year and may meet more often if deemed necessary by the President or the Executive Board—**no meetings in December and July (recess month)**.

Section 13.6 Meetings shall not be forums for destructive criticism against any organization, whether social, religious, fraternal, or otherwise, or against any individual on account of affiliation with any organization.

ARTICLE XIV – QUORUM

- Section 14.1 A quorum at any general meeting shall consist of a minimum of twenty-one percent (21%) of active members in attendance, including the officers on the Board of Directors.
- Section 14.2 All Board of Directors meetings shall consist of at least five (5) members present to establish a quorum for transacting any business.

ARTICLE XV – ELECTION

- Section 15.1 The August ballot, which is sent electronically via Email, Mail, or in person (written on a piece of paper with a signature) in **even-numbered** years, shall include nominations for positions on the Executive Board. *(Appoint the Ballot Committee by the Board of Trustees.)*
- Section 15.2 The Vice President appointed a Neutral Nomination Chairperson to run the nomination process.
- Section 15.3 Neutral Nomination Chairperson will be confident in all nominations, will not share with any Board of Directors and will include all members.
- Section 15.4 Neutral Nomination Chairperson will announce the nominated names during the Summit Conference (The election time)
- Section 15.5 The nomination and ballot process will ONLY focus on the positions of President, Vice President, Secretary, and Treasurer.
- Section 15.6 Each position on the Executive Board nomination process allowed three (3) nominations to each position; each good stand member is allowed one nomination to any Executive position.
- Section 15.7 Who has nominated the name of candidates who are in good stand members and have not served three (3) consecutive terms.
- Section 15.8 The Executive Board members' duties shall begin on January 1st of the odd-numbered year. The election process shall be done by ballot in November of the even-numbered year.
- Section 15.9 Executive Board members shall be elected for a term of two (2) years by the majority of during the Summit Conference.
- Section 15.10 Candidates who are deaf, deaf-blind, and hard of hearing shall be active members in good standing, and those who are hearing with fluency in sign language shall

be members in good standing for at least one (1) year. Those who nominate them shall likewise be active members in good standing.

Section 15.11 Newly elected and re-elected officers shall be announced at the following November meeting and sworn in on the following oath:

“I, AT THIS MOMENT, AS A RESULT OF THIS, SOLEMNLY PROMISE TO OBSERVE AND OBEY THE BYLAWS OF THE UTAH DEAF CAMPERS AND TO PERFORM THE DUTIES OF THE OFFICE TO THE BEST OF MY KNOWLEDGE AND ABILITY.”

ARTICLE XVI – COMMITTEES

Section 16.1 The Executive Board may form Committees to assist in the organization's operation.

Section 16.2 Such Chairpersons/Committees shall serve at the will of the organization and the Executive Board, guided by the organization's primary objectives.

Section 16.3 UDC President appoints a Special Standing Chairperson, i.e., Public Relations Chairperson or other positions that will last long as President in the present position.

Section 16.4 Committee Chairpersons and members shall be selected as the PPM outlines.

ARTICLE XVII – EVENTS

Section 17.1 Covers all types of events, including fundraising, workshops, volunteering service, outdoor activities, youth activities, and outdoor education.

Section 17.2 Events should include indoor/outdoor purposes of socializing in sign language at least once every other month. More events than six (6) times a year are welcome upon approval by the Board of Directors.

Section 17.3 Fundraising intends to raise funds for our main camping event and discount the cost of sites. The fundraising is not limited to raffles, cornhole tournaments, and BBQ festivals.

Section 17.4 Workshops on kinesthetic learning and invites special guests specializing in outdoor relate.

Section 17.5 Volunteering services are integral to UDC’s vision and mission. UDC and its members must do voluntary service at least twice a year. Voluntary services may

include but are not limited to, clean up, wildlife, fisheries, and forestry volunteer projects provided by local, state, or federal government agencies.

Section 17.6 Board of Directors, Chairperson, and Committees are required to attend all the events.

Article XVIII – FISCAL POLICY

Section 18.1 The Fiscal Year shall be based on a calendar year from January through December.

Section 18.2 The president and treasurer shall oversee all the electric transactions.

Section 18.3 The President and Treasurer are authorized signees for UDC checking and savings accounts. Per the Board of Directors' approval, the Treasurer shall be the only person responsible for the receipt and disbursement of UDC monies.

Section 18.4 The Board of Trustees shall appoint an Auditor at least twice a year. The Board of Trustees shall oversee UDC's reserve fund, determine how best to invest it, and authorize any necessary withdrawal. The auditors shall report to the Board of Directors as part of the financial report.

ARTICLE XIX – AMENDMENTS (BY-LAWS)

Section 19.1 At least seven (7) active members may submit a proposed amendment to the UDC bylaws to the Board of Directors for consideration. The proposal must include their reasons for the amendment.

Section 19.2 The Board of Directors must accept the proposed amendment within sixty (60) days of submission. Any proposed amendments the Board of Directors accepts must be shared with the active members at least thirty (30) days before the next general meeting. If the proposed amendment is not submitted within the timeframe to follow this procedure before the next public meeting, it may be deferred one (1) time to the following general meeting.

Section 19.3 Ratification requires a two-thirds (2/3) vote of the members at the general meeting.

ARTICLE XX – AUTHORITY, CODE OF CONDUCT

Section 20.1 The most recent edition of Robert's Rules of Order shall be the organization's parliamentary authority in all matters not otherwise provided for.

Section 20.2 In Parliamentary procedure, unless otherwise specified in these Bylaws, the Policies and Procedures Manual and Robert's Rules of Order, current edition, shall be the Parliamentary authority governing this organization's deliberations.

ARTICLE XXI – PARLIAMENTARIAN

Section 21.1 The Parliamentarian shall assist and advise the presiding officer on questions relating to the rules of the order as outlined in the bylaws and the most current edition of Robert's Rules of Order in all meetings to which they are appointed.

ARTICLE XXII – ARBITRATION

Section 22.1 Except as otherwise specified below, all actions, disputes, claims, and controversies under common law, statutory law, or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to:

- a) This Agreement or any amendments and addenda hereto, or the breach, invalidity, or termination hereof;
- b) Any previous or subsequent agreement between the parties or
- c) Any other relationship, transaction, or dealing between the parties (collectively the "Disputes") will be subject to and resolved by binding arbitration according to the Arbitration Rules of U.S. Arbitration & Mediation (www.usam.com). Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction, including within the federal judicial district of the party's residence against whom such award or order was entered.

ARTICLE XXIII – INDEMNIFICATION

Section 23.1 Indemnification of Directors and Officers

The corporation, as a result of this, declares that any person who serves at its request as a director, officer, employee, or member of any committee or task force or on behalf of the corporation, whether for profit or not profit, shall be deemed the corporation's agent for this Article and shall be indemnified by the corporation against expenses (including attorney's fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by such person who was or is party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative because of such service, provided such person acted in good faith and in a manner they reasonably believed to be in the best interests of the corporation and concerning any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. Except as provided in Section 3 of this Article, termination of any such action, suit, or proceeding by

judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create either a presumption that such person did not act in good faith and in a manner which they reasonably believed to be in the best interests of the corporation or, concerning any criminal action or proceeding, a presumption that such person had reasonable cause to believe that their conduct was unlawful.

Section 23.2 Indemnification Against Liability to Corporation

No indemnification shall be made in respect of any claim issue or matter as to which a person covered by Section 1 of this Article shall have been sentenced to be liable for negligence or misconduct in the performance of his or her duty to the corporation unless and only to the extent that the court in which such action, suit or proceeding was brought shall determine upon application that despite the adjudication of liability but in the view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which court shall deem proper.

Section 23.3 Indemnification in Criminal Actions

No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 1 of this Article shall have been sentenced to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt but because of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.

Section 23.4 Other Indemnification

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person may be entitled under the Articles of Incorporation, any agreement, any other provision of these Bylaws, vote of the disinterested Directors or otherwise, and any procedure provided for by any of the preceding, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 23.5 Period of Indemnification

Any indemnification according to this Article shall:

- a) Apply to acts or omissions which occurred before the adoption of this Article, and
- b) This shall continue as to any indemnified party who has ceased to be a Director, officer, employee, or agent of the corporation and shall inure to the benefit of the heirs and personal representatives of such indemnified party.

The repeal or amendment of all or any portion of these bylaws which would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnifications provided or permitted in this Article shall not, solely because of such repeal or amendment, eliminate, limit or otherwise affect the right or power of the corporation to indemnify any person or affect any right of indemnification of such person, concerning any acts or omissions which occurred before such repeal or amendment.

Section 23.6 Insurance

By action of the Board, notwithstanding any interest of the directors in such action, the corporation may, subject to Section 8 of this Article, purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against him and incurred by him in their capacity of or arising out of their status as an agent of the corporation, whether or not the corporation would have the power to indemnify him against such liability under applicable provisions of the law. The corporation may also purchase and maintain insurance, in such amounts the board may deem appropriate, to insure the corporation against any liability, including, without limitation, any liability for the indemnifications provided in this Article.

Section 23.7 Right to Impose Conditions to Indemnification

The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as the Board of Directors may deem appropriate in each specific case, including but not limited to any one or more of the following:

- a) That any counsel representing the person to be repaid in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to the corporation;
- b) That the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated, or threatened against the person to be indemnified; and
- c) The corporation shall be subrogated to all the indemnified person's right of recovery to the extent of any payments made by way of indemnification, and the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

Section 23.8 Limitation on Indemnification

Notwithstanding any other provision of these bylaws, the corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the corporation's qualification as an organization described in the applicable part of section 501-c of the Internal Revenue Code of 1986 or its future corresponding parts.

ARTICLE XXIV – SOCIAL MEDIA POLICY

- Section 24.1 This policy governs the publication of and commentary on social media by a Board of Directors and Chairperson of UTAH DEAF CAMPERS and its related companies ("UTAH DEAF CAMPERS, Inc."). For this policy, social media means any facility for online publication and commentary, including, without limitation, blogs, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, and YouTube. This policy also complements any existing or future policies regarding technology, computers, e-mail, and the Internet.

ARTICLE XXV – DISSOLUTION

- Section 25.1 These By-Laws shall continue in effect unless and until dissolved by the Board of Directors. Upon the dissolution of the UDC and after payment of all existing debts and liabilities, all remaining assets shall be distributed as directed by the Executive Board and as approved by the members for one or more exempt purposes according to Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.