

# GRANBY HIGH SCHOOL CREW TEAM BOOSTER CLUB, INC. BYLAWS

Revised August 2017

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## **ARTICLE I—NAME and PURPOSE**

Section 1. The Granby High School Crew Team Booster Club, Inc. (hereafter the “GHSCTBC”) is organized to receive, maintain, and administer assets in perpetuity to develop, support, encourage, and foster participation and competition in the amateur, competitive, sport of rowing (crew) by the students of Granby High School, Norfolk, Virginia, thereby promoting the development of their moral character and sportsmanship, team spirit, fair play, and honesty.

Section 2. Collectively the students who participate on the team (as rowers or coxswains) will be called GHS Crew.

Section 3. As described in ARTICLES IV and VII, the business and affairs of the GHSCTBC shall be managed by a Board of Directors, chaired by a President.

## **ARTICLE II—MEMBERSHIP in the GHSCTBC**

Section 1. Members—Membership in the GHSCTBC is open to the students of Granby High School (GHS), their parents and legal guardians, and associated individuals supporting the school or the sport.

Section 2. Classes of Members—There shall be two classes of Members in the GHSCTBC:

A. Voting Members. A Voting Member is a parent (or legal guardian) of a GHS Crew student who is "in good standing" (as described in ARTICLE VIII, Section 3).

1. Voting Members—

- a. Are entitled to notification of and to attend GHSCTBC general meetings. Notification will be in accordance with ARTICLE III, Section 2.
- b. May make motions, may second motions, may provide comments, and may vote on matters brought before GHSCTBC general meetings.
- c. May petition the Board to hold a general meeting (as specified in ARTICLE III, Section 1).
- d. May not employ proxies. Voting Members must be present to cast their vote.

2. Voting Members whose student is found to be not "in good standing" will revert to Associate Membership, until such time as the student returns to be "in good standing.”

3. For Membership, there is not a one-to-one relationship of student to parent (or guardian):

- a. Families with more than one parent or guardian may have more than one Voting Member.
- b. Parents or guardians in families with more than one student participating in GHS Crew remain as Voting Members as long as at least one student is "in good standing.”

- B. Associate Members. An Associate Member is any individual who is not a Voting Member but has a desire to support the goals of the GHSCTBC. Associate Members—
1. Are generally permitted, but are not entitled, to attend GHSCTBC general meetings. The decision to exclude Associate Members as a group from any general meeting is at the discretion of the Board. Exclusion of individual Associate Members is not allowed, except through disciplinary procedures as below.
  2. May make motions, may not second motions, may provide comments, but shall not vote on matters brought before GHSCTBC general meetings.

Section 3. Members' Conduct—All Members (Voting and Associate) are expected to conduct themselves in a professional and courteous manner.

- A. Via a Parent/Athlete Contract, parent(s)/guardian(s) will acknowledge that they have read and agree to the Bylaws, financial obligations, and service commitments necessary for Membership in the GHSCTBC as well as for participation by their student athletes.
- B. Any Member who fails to comply with the Bylaws or who brings discredit upon GHS Crew, the GHSCTBC, or the sport of rowing may be subject to disciplinary action. In the event the Board of Directors determines the need to enact disciplinary procedures the following apply:
1. Temporary Suspension. Any Member may be temporarily suspended from Membership by a majority vote of the Board, pending an investigation into a reported incident(s). Temporary Suspensions may not exceed thirty (30) days. Notification to the Member of a Temporary Suspension will be by any expeditious means. See below for the effects of a Temporary Suspension.
  2. Fact Finding. The President of the Board of Directors shall appoint a non-involved (impartial) Voting Member (or committee of such Voting Members) to investigate and determine the facts in a situation that may warrant disciplinary action.
  3. The Member shall be informed of the alleged offense(s) and afforded the opportunity to offer a written or verbal statement and supportive information, such statement may be submitted to the fact finder(s), or may be submitted directly to the Board during deliberation.
  4. Deliberation by the Board. Subsequent to the findings of fact, the Board of Directors shall deliberate based on all available information, including any statements (written or verbal) of the Member in question.
  5. Notification. The results of the deliberation if specifying any disciplinary sanction(s) will be conveyed, in writing, to the Member by the Board of Directors. A result without any sanction may be conveyed by any appropriate means.
  6. Disciplinary Sanctions. One or more of the following sanctions may be imposed as a disciplinary sanction:
    - a. Probation. Probation is a method of warning. Members in a probationary status retain all entitlements mentioned above, provided that they continue compliance with the Bylaws. The duration of the probation will be set by the Board.
    - b. Suspension. Suspension of Membership (including Temporary Suspensions as above) means that the Member may not attend general meetings, and may not move, second, comment, or vote on matters before the GHSCTBC. The length of a Suspension will be determined by the Board. NOTE: Member Suspensions do not require the GHS Crew student to stop participation in GHS Crew; it may cause them to be not "in good standing" depending on outstanding monies, required waivers, or release forms.
    - c. Termination. Membership of an individual may be terminated by a two-thirds (2/3) vote of the entire Board of Directors for serious breaches of the Bylaws or of accepted standards of conduct. NOTE: Member Terminations do not require the GHS Crew student to stop participation in GHS Crew; it may cause them to be not "in good standing" depending on outstanding monies, required waivers, or release forms.
  6. Appeals and Grievances Process. A Member who has been disciplined may appeal any disciplinary action.
    - a. Process. The appeal must be submitted in writing to any member of the Board within two (2) weeks of the disciplinary announcement. The President shall appoint an Appeals and Grievance Committee comprised of three (3) impartial Voting Members, including at least one from a list provided by the disciplined Member. Unless listed by the Member, members of the Board shall not be named to the Appeals and Grievance Committee. The Appeals and Grievance Committee shall meet within two (2) weeks of appointment and shall issue a final, written report within an additional two (2) weeks. The Appeals and Grievance Committee shall invite the disciplined Member to present extenuating circumstances and facts not previously considered.

- b. Final Conclusion. The Appeals and Grievance Committee's written decision is final and may not be appealed by the disciplined Member(s) or overturned by the Board of Directors. The Appeals and Grievance Committee may only confirm, reduce or annul the original disciplinary action determined by the Board.
7. Reinstatement. A Member Terminated by disciplinary action may be reinstated after corrective actions, upon approval by a two-thirds (2/3) vote of the entire Board of Directors.

Section 4. Directors' Conduct—As Members of the GHSCTBC, Directors are subject to the same criteria for behavior. In the event a Director fails to comply with the Bylaws or brings discredit upon GHS Crew, the GHSCTBC, or the sport of rowing, the Director may be removed from the Board in accordance with either ARTICLE IV, Section 5 or ARTICLE VI, Section 4.

Section 5. Cessation of Membership—Cessation of membership in GHSCTBC comes upon resignation or disciplinary action.

- A. Any Member may resign from the GHSCTBC by notifying the Board of that intent. Notification may be by letter or email.
- B. When a GHS Crew student stops participating, it does not constitute automatic resignation on the part of the parent (or legal guardian) as a Member, however the Member is only able to be an Associate Member (unless they parent or legally guard another student).
- C. Resignation, Suspension, or Termination by disciplinary action shall not relieve the Member or GHS Crew student of the obligations to pay any dues, assessments, or other charges theretofore accrued and unpaid.

### **ARTICLE III—GENERAL MEETINGS of the GHSCTBC**

Section 1. General meetings will be held as necessary, with the following constraints:

- A. A general meeting for the purposes of electing Directors to the Board will be held by June 30.
- B. A general meeting after school starts will be held in no later than October 1.
- C. A general meeting must be scheduled within thirty (30) days of petition by a Voting Member, if no such meeting is already scheduled within the next thirty (30) days.

Section 2. Notification of Meetings—Notice of general meetings shall be given to all Members using email (and other appropriate measures), no less than five (5) days prior to the meeting. Notice shall set forth the time and place of the meeting. Notice should also include the agenda for the meeting. If Associate Members are to be excluded from the general meeting for some reason, Notice shall include that intent.

- A. The Board will make every effort to ensure notification of meetings is widespread and reasonable. Additional measures may include:
  1. Announcement at Crew study-hall and/or at practice for students to tell their parents.
  2. Posting to a GHS Crew website.
- B. If a Voting Member specifies in writing (must be filed with the Secretary), they may be expressly notified of general meetings by one (1) of the following means in addition to the GHSCTBC-wide emails:
  1. Phone call to one specific number. If no messaging service is available, one additional attempt shall be made.
  2. Text notification to a specific mobile number.
  3. Mailed notice no less than five (5) days prior to the meeting; delivery is not guaranteed five (5) days prior to the meeting.
- C. Unless otherwise specified, the agenda at general meetings will normally consist of:
  1. Reading and adoption of the minutes from the previous GHSCTBC general meeting (reading may be dispensed with if so motioned and voted)

2. Treasurer's report
3. Coach's report
4. Student Officer's (Captain/Co-Captain) report
5. President's report
6. Reports of the Vice-President and Committees
  - a. Fundraising Chair
  - b. Financial Secretary
7. Unfinished business
8. New business
9. Adjournment

Section 3. Location—Normally meetings will be held at Granby High School, but may be held anywhere suitable within the City of Norfolk, Virginia.

Section 4. Quorum—Unless otherwise stated (to remove a Director or to ratify an amendment) there is no minimum number of Members needed at a general meeting.

#### **ARTICLE IV—STRUCTURE of the BOARD of DIRECTORS**

Section 1. Number and Term—The number of Directors of the GHSCTBC Board of Directors shall be not less than six (6) nor more than ten (10). No decrease in the number of Directors brought about by Amendment shall have the effect of shortening the term of any incumbent Director. Some Directors will be elected as Officers to conduct specific duties. Additional Directors shall be elected as Members-at-Large.

Section 2. Officers—The Officers of the Board will be at least President, Vice-President, Secretary, Treasurer, and Financial Secretary.

Section 3. Annual Elections—Directors shall be elected at a general meeting by June 30th. Each Director shall hold their position—unless removed—until their successors are elected at the annual election. Directors shall serve for one-year terms.

Section 4. Eligibility for Election—

- A. Only Voting Members are eligible to stand for election.
- B. One person shall not hold more than one position on the Board at the same time.
- C. Directors can be re-elected to the same position. However, there is a prohibition to serving more than two (2) consecutive terms. For example, one may serve as Vice President for two years, then President for two years, but one may not serve as Vice President or as President for three (3) years in a row.

Section 5. Removal of a Director—Directors may be removed by either a Vote of No-Confidence by the Voting Members of GHSCTBC, or by actions of the Board of Directors as specified in ARTICLE VI, Section 4. Whichever group affects the removal, that group has the responsibility and authority to fill the vacancy.

A. For the Voting Members of GHSCTBC to remove a Director—

1. Either
  - a. At a general meeting, a motion must be made and seconded to call for a Vote of No-Confidence. At that point the motion is postponed to...
  - or—
  - b. A petition, written or email, affirmed by no less than ten (10) Voting Members, must be presented to the President calling for a Vote of No-Confidence. Upon receipt by the President (or the Vice-President if the President is implicated) then the President must proceed to...
2. ...Schedule a special meeting for the vote. Said meeting to take place within no less than five (5) days, and no

more than ten (10) days (of motion brought or petition delivered), with notification to all Voting Members by all possible means.

3. Conduct of the special meeting:
    - a. The meeting will be chaired by the most senior, non-implicated Director.
    - b. Only Voting Members and specifically invited witnesses or observers will attend.
    - c. The involved Director is allowed to present their case at the special meeting.
    - d. There must be a quorum. A quorum is reached if a majority of known Voting Members are present. If no quorum is reached, the meeting must be re-scheduled within no less than five (5) days, and no more than ten (10) days, until a quorum is reached.
    - e. The Vote may be postponed if a majority of the Voting Members present determine more information is needed, in which case, the non-involved Directors will appoint a committee of at least three (3) Voting Members to gather information and present a report at a re-scheduled special meeting. Reconvening a postponed special meeting must meet the same quorum requirements.
  4. A Vote of No-Confidence is passed if two-thirds (2/3) of the Voting Members present vote for the measure.
  5. The ousted Director must vacate their position immediately.
  6. The ousted Director may be Terminated as a Member of the GHSTBC as specified in ARTICLE II, Section 3.
- B. After a Director is removed by a Vote of No-Confidence, the Voting Members should elect a new Director, at the same meeting, or the election may be postponed by the Voting Members.
1. If an election is held, the new Director shall immediately take their position on the Board and all business must be turned-over from the ousted Director as soon as possible.
  2. If postponed, the remaining Directors may, but need not, appoint a temporary Director until an election is held by the Voting Members.

Section 6. Director's Student Ceases to participate in GHS Crew—In the event that during their term, a Director's child ceases to be an active participant in GHS Crew, the Director shall maintain status as a Director and continue to have all the rights and privileges of office until this issue is brought before a general meeting. The general meeting should have as part of the agenda a discussion of the issue and call for a vote to allow this individual to complete the term of office. Approval by a majority vote of the Voting Members present (a specific number quorum is not defined or required), the Director will retain his/her office for the remainder of the election year. A Nay vote will have the same effect (non-punitive) as if the Director voluntarily resigns, and the vacancy will be filled by the remaining Board (per ARTICLE VI, Section 6)

Section 7. Director's Student Ceases to be "in good standing"—For a short period of time, the Director continues as above. Continued inattention or willful neglect to rectify this lapse can result in removal by the Board or by the Voting Members. (A short period of time is not defined but should be days vice weeks.)

## **ARTICLE V—AMENDMENTS CONTROLLED by GHSTBC VOTING MEMBERS**

Section 1. Amendments to these Bylaws that affect ARTICLES I, II, III, IV and this ARTICLE may only be made through the action of the Voting Members. Amendments to other ARTICLES will be made through the Board.

Section 2. Process to Amend ARTICLES I through V—

- A. The substance of the proposed amendment must be included in the notification of the general meeting at which it will be voted.
- B. Discussion of and changes to the proposed amendment may be made at the meeting. If necessary, the decision to ratify can be postponed to another general meeting to allow time for changes to be made or language to be finalized.
- C. A vote must be called (motioned and seconded), to ratify the amendment as written.
- D. For the amendment(s) to be considered ratified, a simple majority of the Voting Members must vote to approve. For

the purposes of Ratifying an amendment then, a quorum is defined as a simple majority of the Voting Members. If the general meeting does constitute a quorum, but the amendment is not approved, then the amendment is dead. Nothing prohibits a similar amendment proposal to renew the process.

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## **ARTICLE VI—PROCEDURES of the BOARD of DIRECTORS**

### **Section 1. Board Meetings (regular and ad hoc)—**

- A. Regular Board meetings shall be held at least six times during the year to affect the business and affairs of the GHSC TBC. Normally Board meetings will be held at Granby High School, but may be held anywhere suitable within the City of Norfolk, Virginia.
- B. All Directors will normally attend all regular Board meetings.
  1. Directors may not appoint a proxy for Board meetings.
  2. Interactive participation by a Director who is not physically present, as by phone or video, shall constitute attendance at regular Board meetings for the purposes of a quorum.
- C. Notice of Board meetings shall be by the most practical means to all Directors (normally email). If Notice does not meet these criteria, then the meeting will be considered an ad hoc Board meeting.
  1. Notice should be no less than five (5) days prior to the meeting.
  2. Notice shall set forth the time and place of the meeting.
  3. Notice should also include the agenda for the meeting.
- D. The agenda for any regular Board meeting will include:
  1. Reading and adoption of minutes of the prior Board meeting.
  2. Treasurer's report.
  3. Unfinished business (including any actions undertaken in accordance with ARTICLE VI, Section 2(B), or by individuals as specified in ARTICLE VII).
  4. New business.
  5. Adjournment.
- E. Attendance by non-Directors—
  1. Normally Board meetings are open. Visitors are permitted to attend, and if recognized by the chair may enter into discussions. Visitors may NOT vote on any Board matters.
  2. At the discretion of the President, or by vote of the Board, any Board meeting at any time may be closed—at which point only elected Directors and individuals called for a specific purpose may be present.

### **Section 2. Actions of the Board—**

- A. Decisions made by vote at a regular meeting with a quorum, shall be considered Actions of the Board. Unless specified by outside law, a majority of the Directors shall constitute a quorum for a regular meeting. Said majority can be achieved by the Directors being present, by fully participatory electronic means (i.e., like phone or video, not email or texting).
- B. At other than a regular meeting, the Board may take Actions of the Board if all Directors agree by some other means.
  1. Action shall not take place until a majority of Directors have agreed.
    - a. Actions that are revocable may be started, but not transition to irrevocable until a majority of Directors have agreed.
    - b. Agreement may be by electronic polling or by collection of votes at one or more ad hoc meetings.
  2. If a Director disagrees with the action, then it must be postponed until it can be discussed and voted at a regular

Board meeting.

3. All Actions of the Board at other than a regular board meeting, shall be confirmed at the next such meeting.
- C. Actions by individual officers as specified in ARTICLE VII shall not be considered Actions of the Board until confirmed at a regular Board meeting.
- D. Conflict of Interest. Directors should refrain from any actions that impair, or appear to impair, their objectivity.
1. A conflict of interest may exist when the direct, personal, financial or other interest of any Director competes or appears to compete with the interests of the GHSCTBC. If any such conflict of interest arises the interested person shall call it to the attention of the Board of Directors for resolution.
  2. If the conflict relates to a matter requiring action by the Board, the interested person shall not vote on the matter.
  3. When there is a doubt as to whether any conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors, excluding the person who is the subject of the possible conflict.
  4. The minutes of the meeting of the Board shall reflect that the conflict was disclosed and the interested person did not vote on the matter.
  5. Directors will maintain familiarity with this conflict of interest statement, reviewing when elected and at least annually.
- E. Process to Amend ARTICLES (other than I through V which are controlled by the Voting Members) by the Board.
1. For the purposes of Ratifying an amendment controlled by the Board, a quorum is defined as two-thirds (2/3) of the Board. Amendments will not be made at other than a regular Board meeting.
  2. The substance of the proposed amendment must be included in the notification of the Board meeting at which it will be voted.
  3. Discussion of and changes to the proposed amendment may be made at the Board meeting. If necessary, the decision to ratify can be postponed to another Board meeting to allow time for changes to be made or language to be finalized.
  4. A vote must be called (motioned and seconded), to ratify the amendment as written.
  5. For the amendment(s) to be considered ratified, a two-thirds (2/3) majority of all Directors must vote to approve.

Section 3. Financial Policy—The financial policy that specifies how the GHSCTBC will control and process funds is contained in ARTICLE IX.

Section 4. Removal of a Director by the Board—All Directors are expected to conduct themselves in a professional and courteous manner. Any Director who fails to comply with the Bylaws or who brings discredit upon GHS Crew, GHSCTBC, or the sport of rowing may be removed from the Board by the Board, and if suitable, subject to disciplinary action as a Member of GHSCTBC. In the event the Board of Directors determines the need to excise a Director the following apply:

- A. At a regular Board meeting, a motion must be made and seconded to investigate removal of a Director. For these purposes, the Director under consideration for removal is the Subject, the original Director to make the motion is the Petitioner.
  1. If there are at least three (3) Directors who are not implicated (as Subject or Petitioner), then three (3) non-implicated Directors will meet separately as a committee to establish an investigation methodology and conduct an investigation. Make-up of this investigation committee shall be: one (1) member picked by the Subject, and two (2) members picked by the other non-implicated Directors.
  2. If there are not at least three (3) non-implicated Directors, the matter should be referred to the GHSCTBC Voting Members for Removal under ARTICLE IV, Section 5.
- B. After the Investigation Committee has concluded, they will notify the Subject and the Petitioner, and present a summary of their findings to the Subject.
- C. There will be a Special Board Meeting called to proceed. The Special Meeting must meet all of the Notice requirements of a regular Board meeting (timeliness, agenda, time and place) and must indicate any additional attendees in the form of witnesses. The Special Board meeting should take place as soon as possible, but no less than

five (5) days from the investigation committee's report the Subject.

D. Conduct of the special meeting:

- a. The meeting will be chaired by the senior-most (based on ARTICLE VII duties), non-implicated Director.
- b. Only Directors and specifically invited witnesses will attend.
- c. The Subject is allowed to present their case at the special meeting.
- d. There must be a quorum. A quorum is reached if two-thirds (2/3) of the Directors are present. If no quorum is reached, the meeting must be re-scheduled no less than five (5) days, and no more than ten (10) day, until a quorum is reached.
- e. Proxies are not permitted.

E. The vote of two-thirds (2/3) of the Directors present at the Special Meeting shall be required to remove a Director from office.

Section 5. Resignation—Any Director may resign at any time upon written notice to the Board of Directors, and no acceptance of a resignation shall be necessary to make it effective. In the case of a resignation that will become effective at a specified later date, a new Director may be selected (per below) before the vacancy occurs, but the new Director may not take the position until the vacancy occurs.

Section 6. Vacancy on the Board—Any vacancy occurring in the Officers or any vacancy that brings the Board below the specified minimum number of Directors—other than a removal action by the Voting Members per ARTICLE IV Sec 5—shall be filled by the vote of a majority of the remaining Directors (even if the remaining Directors are less than a quorum of the normally Board population).

A. The newly appointed Director will only serve the remainder of that term.

B. Any Voting Member may seek to fill a vacancy, or the Board may decide to solicit Voting Members for the vacancy; however the filling of the vacancy need not be withheld to allow full notification of the vacancy to all Voting Members, nor to allow a general meeting.

## **ARTICLE VII—DUTIES, RESPONSIBILITIES, and AUTHORITIES of DIRECTORS**

Section 1. President—

A. Duties: The President shall be chief executive officer of GHSCCTBC. The President shall have general charge and supervision over, and responsibility for, the business and affairs of the GHSCCTBC. The President may enter into and execute in the name of the GHSCCTBC contracts or other instruments which are authorized, either generally or specifically, by the Board of Directors.

B. Responsibilities:

1. Preside at all Board and general Meetings.
2. Guide the Board of Directors.
3. Act as principal liaison between the Members of GHSCCTBC and the coaching staff of GHS Crew.
4. Act as the liaison with Hampton Roads Rowing Club and Norfolk Rowing, Inc.
5. Ensure all proceedings follow these Bylaws.
6. Represent the GHSCCTBC and GHS Crew and be responsible for official functions not specifically covered in the Bylaws.

C. Authorities: In emergency situations—not general budgetary items—fiscal authorization up to \$500 without prior notification to the Board or the GHSCCTBC.

Section 2. Vice President—



A. Duties: The Vice President shall perform such duties delegated by the President or motioned by the Board. In the event of the inability to act by the President, the Vice President shall perform the duties and be vested with the authority of the President.

B. Responsibilities:

1. Perform the functions of the President with the same duties and powers, in the absence of the President.
2. Manage committees.
  - a. Supply each committee chairperson with job descriptions and provide guidance as necessary.
  - b. Assist committees and, if experiencing problems, communicate such to the Board for resolution.
3. In the absence of the Treasurer, perform the functions of that office with the same duties and powers.
4. Act as the liaison between the Team Captain(s) and the Board.
5. Act as liaison with other local school clubs/teams.

Section 3. Treasurer—

A. Duties: the Treasurer shall have the custody of the funds and financial records of the GHSCTBC.

B. Responsibilities:

1. Deposit and disburse monies as directed by the Board.
  2. Maintain records of financial transactions carried out on behalf of the GHSCTBC.
  3. In the absence of the Vice-President, perform the functions of that office with the same duties and powers.
  4. Maintain records of the major assets of the GHSCTBC (values greater than \$1,000).
  5. Report at Board meetings the current status of the GHSCTBC finances to include account balance, major outstanding payments due and a summary of transactions conducted since the last meeting. Advise the Board of available funds.
  6. Report at general meetings the current status of the GHSCTBC finances to include account balance and major outstanding payments due.
  7. Adhere to the Financial Principles, Policies and Procedures in ARTICLE IX (to include):
    - a. Prepare the annual budget, and budget supplements as needed.
    - b. Provide information as requested to any audit functions.
    - c. Filing of any required forms, such as tax returns, ensuring all documents are completed accurately and filed on time.
  8. Prepare and distribute tax information to any paid employees according to IRS regulations.
- C. Authorities: Fiscal authorization in emergency situations up to \$500 without prior notification to the Board or the GHSCTBC. Such authorization is not linked to the President's fiscal authority, but may not be used in conjunction with to expend more than \$500 for the same or like items.

Section 4. Secretary—

A. Duties: The Secretary shall keep the minutes of all meetings of the GHSCTBC.

B. Responsibilities:

1. Record and publish the minutes of all GHSCTBC general meetings and Board meetings. At a minimum, the minutes should contain the type of meeting, date and time, and members in attendance.
2. Provide a sign-in sheet and keep records of attendees.
3. Keep a record of motions and disposition of such.
4. Secure a location for general and Board meetings.
5. Set deadlines for agenda items to be received from members who desire to bring issues to general or Board Meetings.
6. Assemble agendas for general and Board meetings.

7. Conduct the correspondence for and maintain correspondence files of the GHSCTBC.
8. Maintain record of committee reports, including composition of standing committees.

Section 5. Financial Secretary

- A. Duties: The Financial Secretary shall keep records of dues, registration and waiver forms, and the "in good standing" status of the students of GHS Crew.
- B. Responsibilities:
  1. Receive and deposit (or pass to the Treasurer) funds for dues and fundraiser items, maintaining accurate record of deposits.
  2. Keep records of payment of member dues and fundraising participation.
  3. Maintain records of Parent/Athlete Contracts.
  4. Maintain records of waivers and release forms.
  5. Report as necessary the status of Students who are not "in good standing."
  6. Provide paper copies of forms to coaches.
  7. Prepare and maintain necessary incorporation documents and requirements.

Section 6. Members-at-Large—

- A. Duties: Members-at-Large shall perform such duties delegated by the President or motioned by the Board.

Section 7. Committees—The Board may create committees to affect the business of the GHSCTBC, and appoint members to serve on them. Committees shall have one (1) or more Directors. All Committees exist, and Committee members serve, at the pleasure of the Board of Directors.

- A. Authority of Committees—To the extent specified by the Board of Directors, each Committee may exercise the authority of the Board of Directors as applies to the work of the committee, with exceptions noted:
  1. Committees shall not have the authority to
    - a. Fill vacancies on the Board of Directors or on any of its committees.
    - b. Adopt, amend or repeal any Bylaws.
    - c. Approve a plan of merger or consolidation.
    - d. Approve the sale, lease or exchange, or the mortgage, pledge or other disposition of all, or substantially all, of the property and assets of GHSCTBC.
    - e. Deviate from the approved budget for an event subject to specific spending limits or guidelines authorized by the Board.
  2. Committees shall keep the Vice President apprised of the actions and intent of the committee, by whatever means is most suited.

**ARTICLE VIII—GHSCTBC POLICIES for the TEAM**

Section 1. Participation in GHS Crew—Participation in GHS Crew is open to all Granby High School students, subject to the rules below.

- A. Students and their Parent (or legal guardian) must agree to the terms of the GHSCTBC and GHS Crew by signing a Parent/Athlete Contract at the start of the season (or when joining the team in winter or spring).
- B. The Board, in consultation with the Head Coach, will determine the size of the GHS Crew student population, which may be limited by the size of the coaching staff, the number of launch boats and water time allowed by the boathouse facilities.

Section 2. Rules—

- A. As a sport at Granby High School, as affiliated with the Hampton Roads Rowing Club (HRRC), and as a member of the Eastern Virginia Scholastic Rowing Association (EVSRA)—
  - 1. GHS Crew is subject to the athletic rules of:
    - a. Granby High School
    - b. Norfolk Public Schools
    - c. the Virginia High School League
  - 2. GHS Crew will abide by the contract in place to support the affiliation with HRRC.
  - 3. GHS Crew will abide by the rules and principles endorsed by EVSRA.
  - 4. GHS Crew will abide by the rules and principles endorsed by USRowing.
- B. GHS Crew students will follow the rules and policies laid out by the Head Coach.
- C. Students who fail to follow these rules may be subjected to appropriate disciplinary measures by the Head Coach, reduced participation at practice or regattas, removal from the team, and/or referred to the school system.

Section 3. Athletes Need to be "In Good Standing"—The GHSCCTBC and GHS Crew function only when they work together to enable students to row.

- A. These areas all contribute to being "in good standing" status:
  - 1. Dues—Dues are funds paid directly to the GHSCCTBC. The Board will specify the dues for the school year in the Parent/Athlete Contract.
  - 2. Waivers and other paperwork—GHS Crew is affiliated with or a member of various organizations, most of which require a waiver, release or agreement to allow participation. Parents/Guardians and their athletes must complete and submit this paperwork to the Financial Secretary as required.
  - 3. Service—Supporting the training and competitions of the athlete require not only financial support, but also commitment of time. Parents/Guardians of each student athlete and the athletes themselves must commit to completing volunteer hours during the crew season. The Board will specify the volunteer hours target for the school year.
- B. Failure to abide by the terms of the Parent/Athlete contract, or having unpaid debts, leads to the student athlete being not "in good standing."
  - 1. The Financial Secretary tracks the "in good standing" status of the athletes. Disputes or grievances about a particular athlete's "in good standing" status, if not resolved directly with the Financial Secretary, will be brought to the attention of the Board as soon as possible.
  - 2. Students who are not "in good standing" may not attend any GHS Crew activities (practice or regattas). They are not eligible to receive End of Year team gifts/awards. Students who are not "in good standing" will only be allowed to return to GHS Crew activities when they are specifically informed by the Financial Secretary that they are back "in good standing."
  - 3. Parents/Guardians of students not "in good standing" are limited to Associate Membership only (per ARTICLE II, Section 2).

Section 4. Coaching Staff—

- A. The Granby Crew coaching staff will consist of one head coach, and (ideally) several assistant coaches of various titles (varsity coach, varsity assistant coach, novice coach, novice assistant coach, etc.). The head coach holds direct authority over all other coaches, and serves as the primary point of contact between the coaching staff and GHSCCTBC.
- B. The Head Coach is appointed by the GHSCCTBC Board. The Head Coach must meet GHS requirements for coaches. The Head Coach's role and responsibilities are governed by an agreement developed with the President and approved by the Board of Directors. Assistant coaches may be appointed by the GHSCCTBC Board, Assistant Coaches must also meet GHS requirements.
- C. The Head Coach has authority over GHS Crew students at practice and regattas. The Head Coach will publish

policies for his expectations and requirements. The Board, in consultation with the Head Coach, will determine the size of the GHS Crew student population, which may be limited by the size of the coaching staff, the number of launch boats and water time allowed by the boathouse facilities.

- D. Coaches are directly responsible for the safety, training and development of the GHS Crew students. This includes creating an environment that encourages and fosters participation in the sport of crew as well as coordinating team competitions at the local, regional, national and international levels as deemed appropriate and in accordance with Norfolk Public Schools' policies.
- E. The Head Coach may also represent GHS Crew at any affiliated organizations as deemed appropriate by the President or Board of Directors.
- F. Coaches with Granby Crew must:
  - 1. Be approved to act as a coach by the GHSCTBC Board,
  - 2. Hold NPS Level 2 volunteer status,
  - 3. Meet all NPS requirements for coaching,
  - 4. Be at least twenty-one (21) years of age,
  - 5. Have no personal relationships with students on the team (except familial),
  - 6. Have no prior participation with Granby Crew as a teammate of any students still on the team,
  - 7. Complete all requirements set by the head coach.
- G. In addition to the official coaches, Granby Crew may also bring on coaching apprentices. The purpose of this apprentice program is to allow young crew athletes who have graduated high school to develop coaching skills during the time they are not allowed to act as official coaches. Hopefully it also supports succession planning for the coaching staff. To ensure proper understanding of the apprentice roles, Granby Crew students will be briefed on who is apprenticing and what the apprentice role entails. To avoid confusion, apprentices will never be referred to as "coach."
- H. Apprentice coaches with Granby Crew must:
  - 1. Be approved to apprentice with the coaches by the GHSCTBC Board,
  - 2. Hold NPS Level 1 volunteer status,
  - 3. Complete all NPS training requirements for coaches,
  - 4. Have no romantic relationships with students on the team,
  - 5. Complete all requirements set by the head coach.
- I. Apprentice coaches cannot:
  - 1. Have custody of students. For all situations where an adult must be present, apprentice coaches cannot fill this adult role.
  - 2. Hold positional authority over students. Unlike coaches, captains, and coxswains, the apprentice position is not a leadership role. Students have no obligation to follow their instructions.
  - 3. Discipline students. With no authority over students, there is no ability to discipline.
- J. Apprentice coaches may:
  - 1. Instruct students in proper rowing technique or other lessons in crew.
  - 2. Facilitate completion of workouts. In this capacity, the apprentice holds the same authority as an experienced student tasked with ensuring other students do the workout correctly.
  - 3. Advise students. Such advice is considered equivalent to that offered by an experience varsity to a less experienced teammate.
  - 4. Interact with team members outside of crew and maintain prior friendships with students still on the team. However, such interactions must end one (1) year before an apprentice will be allowed to become an official coach.

## Section 5. GHSCTBC Equipment—

- A. The equipment used for crew is expensive. GHS Crew students should take care of the gear so it is available to future rowers.
- B. Students may not authorize the use of any equipment by other clubs. The Head Coach may authorize short term use on an emergent basis. Long term use (or rent) of GHSCTBC equipment must be approved by the Board of Directors.
- C. GHSCTBC provides uniforms for the students in the spring. Uniforms must be returned clean in serviceable condition by a date specified by the Board. Not returning the uniform will be considered an unpaid debt, which leads to being not "in good standing." Lost or negligently damaged uniform item(s) will be paid for by the GHS student at replacement value. If a uniform item is later found and turned in (in serviceable condition) the lost-uniform payment can be refunded.

## **ARTICLE IX— FINANCIAL POLICIES and PROCEDURES**

Section 1. Purpose—These policies and procedures provide methods for the GHSCTBC to fiscally plan and for Members, GHS Crew coaches and students to make payments to, receive reimbursement from, and conduct business on behalf of the GHSCTBC. In addition, they ensure continued compliance with the Internal Revenue Service requirement to not conduct or carry on any activities not permitted by an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

- A. The GHSCTBC fiscal year shall be January 1 to December 31. The GHSCTBC shall keep its books using cash accounting methods. Each Director and Committee Member should be familiar with GHSCTBC finances.
- B. The GHSCTBC will maintain a single bank account to deposit, store, and disburse funds.
  1. The account shall be opened in an FDIC insured institution, approved by the Board of Directors, in the legal name (GHSCTBC, Inc) and the incorporated Employer Identification Number (EIN).
  2. The President and the Treasurer are the primary account holders.
  3. There is no investing of GHSCTBC funds.
  4. There will be no loans made to any GHSCTBC Member.
- C. The GHSCTBC books will be maintained as open documents, available upon reasonable request for review by GHSCTBC Voting Members.

Section 2. Budget— The GHSCTBC will maintain a budget based on September 1 to August 31 of each year to project expenses and income, and to authorize specific expenditures.

- A. Budget Construction—
  1. The budget must be approved, annually prior to the start of September 1, as an Action of the Board (per ARTICLE VI, Section 2).
  2. Amendments to the budget may be made as needed, also as an Action of the Board.
  3. The budget need not be balanced during the fiscal year, however there must be sufficient funds available in the bank account to cover the remaining budgeted operating expenses. See fiscal priorities discussion below.
- B. The following are fiscal priorities, budget terms, and controls and limitations on spending.
  1. Operating (OPR) expenses are those necessary to function as a rowing organization such as:
    - Overhead for facilities and equipment (e.g. insurance, rent, maintenance, fees, gas for launches)
    - Regatta fees and associated costs (e.g. entry fees, transportation, lodging, food)
    - a. The OPR budget should be created using conservative projections (especially overhead), because if GHSCTBC fails to meet OPR, the team won't row this year.
    - b. If an operating expense is not approved (via the approved budget, or by an approved motion) or if it exceeds the approved amount by more than ten percent (10%), payment will not be made unless by Action of the Board.

- c. Any motion to expend any funds not already budgeted must take in to account the balance of funds available compared to the remaining known Operating expenses for the fiscal year. The Treasurer will maintain an up-to-date record of monies expended on operating expenses versus the approved budgeted amount.
2. Discretionary (DSC) expenses are to recognize the students and coaches of GHS Crew such as:
  - Ordinary expenses (e.g. supplies, copies, postage, website hosting, memberships)
  - Awards (e.g. end of year gifts, team shirts)
  - Minor Infrastructure (e.g. storage, oar racks, shelving)
  - Other (e.g. sympathy gestures)
  - a. The budgeted discretionary expenses are targeted to the expected student and coach population. Amounts should be reasonable estimates, but exact values may vary, so some overages can be expected.
  - b. If a discretionary expense is not approved (via the approved budget, or by an approved motion) or if it exceeds the approved amount by more than ten percent (10%), payment will not be made unless by Action of the Board.
3. Capital (CAP) expenses are necessary to grow and improve the organization such as:
  - shells, oars, launches, cox-boxes, uniforms, ergs
  - a. The budgeted amount for CAP should be calculated well in advance, with known costs.
  - b. Capital expenses may not exceed the approved budget; overages must be resolved and payment made only by Action of the Board.
  - c. Prior to making Capital purchases, the Treasurer will review the budget against the up-to-date monies expended to verify the prior planned amount is supported.
4. Fundraising Expenses (FRE) are necessary to make more money such as:
  - Starter Funds (Limited expenses to enable fundraising)
  - Payments to Vendor (consolidated payment, after funds are collected from students)
  - Merchandise purchased for resale (apparel/logo items, candy, food/concessions)
  - a. The variety of fundraising methods make the expenses more varied and less predictable, so the budgetary spending controls are more complex. The budgeted values should predict the expected financial risk the GHSCTBC should face at any given time. The maximum risk depends on the type of FRE.
  - b. Starter funds are limited values to purchase supplies or materials for a fundraiser, such as carwashes or tickets for a raffle.
    - Starter funds need to be paid up-front, but should be low risk to the GHSCTBC, limiting the amount of money that can be lost if the fundraising effort doesn't pay-off.
    - Budgeted values are a rough estimate of risk. Payment can be made up to one hundred twenty percent (120%) of the budgeted value.
    - Each type of Starter fund expense is treated separately, with respect to a consolidated spending limit.
  - c. Consolidated vendor payments are made after the money from orders or sales has been collected from GHS Crew families. The GHSCTBC does not have to front significant money to participate (examples are Entertainment Books, Wreaths from Mickman Brothers, or Virginia Diner orders).
    - The category of Vendor Payments is treated as a whole, so the risk to the GHSCTBC is represented by a single amount for all expenses of this type.
    - If not all students have paid but the order is due or the offer is about to expire, payment to the vendor can be made using GHSCTBC funds to make up the difference (up to the consolidated amount for payments to vendors).
    - If multiple vendor payments come due at the same time, the total GHSCTBC exposure can only be up to the total budgeted amount.
  - d. Merchandise purchased for resale is potentially the largest risk exposure to the GHSCTBC, because the money is fronted to buy inventory, which if it doesn't sell would constitute a loss to the organization.
    - The category of merchandise purchases is treated as a whole, so the risk to the GHSCTBC is represented by a single amount for all expenses of this type.
    - If the inventory on hand for all merchandise types reaches the amount budgeted, no further merchandise may be bought until some inventory is sold and the monies deposited.
5. Income (INC) is the direct payment of monies to the GHSCTBC such as
  - Student dues (e.g., Crew Dues, HRRC Fee)
  - Sale of Assets (e.g., sale of old uniforms, sale of shells, launches, oars)
  - Other (e.g., donations)
  - a. HRRC dues go to pay for our affiliated membership with the Hampton Roads Rowing Club in the fall, under their umbrella of insurance. Crew dues go to pay for the overhead costs such as rent for the boathouse, insurance for the equipment, maintenance for the shells and launches, gas for the launches.
    - Crew dues and HRRC fee are paid directly to the GHSCTBC, they cannot be paid by participating in

- fundraisers.
    - The budgeted amount is based on an estimate of the student population and the value set by the Board.
  - c. When it becomes necessary to dispose of GHSCTBC assets (shells that are no longer needed, old uniforms, or launches etc.) the proceeds from the sale are GHSCTBC funds. Assets sold should be at fair-market value: there should be no benefit to individual students or Members. Budgeted values only reflect possible asset sale for the fiscal year.
  - d. Donations by individuals or corporations are welcome by the GHSCTBC. As an IRS 501(c)(3) tax-exempt organization, donations may be tax deductible. The budget will not normally reflect these unpredictable donations.
  - 6. Fundraising Receipts (FRR) a the source of GHSCTBC funds such as:
    - Sale of Merchandise (e.g. sale of concessions, sale of apparel, candy receipts)
    - Fundraising receipts (e.g. auction proceeds, Wreath orders, carwash, restaurant nights, box tops).
  - a. GHSCTBC shall sponsor fundraisers to support the efforts of Granby Crew. Fundraising efforts are for the benefit of the entire organization and may not be directed toward an individual.
- Specific fundraising goals may be set by the Board which designate a specific goal or purpose for the funds.

### Section 3. Structure of Dues—

- A. The Parent/Athlete Contract is the primary means of conveying the required dues to GHS families.
  1. The stipulated amounts and deadlines are necessary to maintain a steady flow of income to support the GHSCTBC steady flow of payments to support the GHS Crew team rowing.
  2. The Parent/Athlete Contract contains modified deadlines if a student joins the team other than at the start of the school year.
  3. Dues are **NON-REFUNDABLE**.
- B. GHSCTBC shall establish a scholarship fund from which need based awards will be made for each year. Awards will be made as determined by the Scholarship committee.

### Section 4. Procedures for Collection of Money, Payments, Reimbursements, and Deposits—

- A. Collection of Money—
  1. Dues and other monies collected from GHS families should be paid to the Treasurer or the Financial Secretary. For specific events, other money collectors may be designated.
  2. Payment should be by cash (no coins), check, or money order and a receipt (white/top copy) should be given indicating at least who paid, for what (type of dues, fundraiser payment, food for what event etc.), when, and how much.
    - a. The money collector should maintain two (2) copies of the receipt: one to turn over to the treasurer, and one for their records.
  3. Monies collected in this manner may not be held longer than thirty (30) days before being given to the Treasurer for deposit. If the money collector will make the deposit directly, it shall be in accordance with the procedure below.
  4. Returned checks will incur a GHSCTBC \$25.00 fee, plus any bank incurred fees.
    - a. The money due will not be considered paid until the fees are settled, which will result in being not "in good standing."
    - b. Future payments may be restricted to cash or money order only.
- B. Payments—The GHSCTBC makes prompt payment for any authorized expense. Payment is usually via check or GHSCTBC debit card.
  1. The original vendor invoice (or bill or statement of account due or payment notice etc.) should be presented for payment by the Treasurer or President.
  2. If the invoice does not clearly indicate how and where payment is to be made, or if it is not a normal 8½x11 sheet of paper, it should be attached to a GHSCTBC Expense form which will contain the required information.
    - a. The date of the check and the check number used to pay shall be marked on the invoice and/or the GHSCTBC Expense form.

3. All paperwork should be given to the Treasurer for storage within fifteen (15) days of the payment.
  4. Most invoices are clear as to what they are for, but in every event, the more information about the nature of the expense the better, to allow more control over how items are budgeted in the future.
- C. Reimbursements—If a Member is authorized to make a payment on behalf of the GHSCTBC, they will be swiftly reimbursed when the expense is submitted.
1. The original vendor invoice or receipt will be attached to a GHSCTBC Expense form which will contain the information necessary to document the expense and amount of reimbursement (the more information about the nature of the expense the better).
  2. If the purchaser has included personal items (i.e. items not eligible for reimbursement) on the same receipt, they should be clearly marked to indicate as such.
  3. Request for reimbursement will be made with thirty (30) days of the actual expense. For requests outside of that time-frame the reimbursement may be delayed to allow the Board to consider the matter.
  4. If the expense is not approved by the Board (via the budget, or via other Action of the Board) the reimbursement will be delayed to allow the Board to consider the matter.
  5. Cash withdrawals (to support change on-hand for concessions events) will be documented on a GHSCTBC Expense form.
- D. Deposits—Deposit of monies collected or payments from others should be made promptly into the GHSCTBC bank account.
1. All collections of money should be itemized on a GHSCTBC Receipt form. It is vital to track the source of funds, so accurate documentation is necessary (allocating the funds against specific budget line items is done by the Treasurer).
    - a. One form can be used for up to three different fundraiser events (just be clear for each).
    - b. If the number of checks is larger than one form supports, a separate list may be attached.
    - c. A copy (yellow) of the receipt given to the GHS family should be turned over with the GHSCTBC Receipt form.
    - d. The form is to document the types of funds, it is not necessary to list every student, as long as that information is recorded by the Financial Secretary elsewhere.
  2. Deposit to the bank will be made within fifteen (15) days of the Treasurer receiving the money and GHSCTBC Receipt form.
  3. For deposits made by other than the Treasurer, the GHSCTBC Receipt form and the bank deposit slip will be passed to the Treasurer within fifteen (15) days.

Section 5. Procedures for Financial Control— The main principle of Financial Control is to have an auditable trail of funds paid and received.

- A. The President and the Treasurer are the primary account holders. They shall be the only persons authorized to write checks.
1. The Treasurer will maintain the checkbook readily accessible and to make prompt payments as necessary. The checkbook will be taken to out-of-town regattas.
  2. The check should clearly indicate the purpose in the memo field. The current bank allows images of the check to be viewed for verification.
  3. The use of Check Card(s) is limited to the bearer(s) as decided by the Board (a GHSCTBC Expense form should be filled out for each use of a CheckCard).
- B. The Financial records (books) of the GHSCTBC are normally in the custody of the Treasurer.
1. The record for each fiscal year shall contain at least: GHSCTBC bank account statements, the forms/invoices/receipts associated with each transaction, the carbon duplicates of written checks, and all Treasurer's Reports generated for general and Board meetings.
    - a. Fiscal year records shall be retained for three (3) years after they close.
  2. A permanent record of all fiscal years will contain:
    - a. The final approved budget for each year.



b. Treasurer's Annual Reports summarizing each fiscal year.

C. Audits—

1. At least annually, a complete audit of the GHSCTBC financial records should be completed.
  - a. The audit team should be at least two Voting Members (other than the Treasurer and President, or other persons with spending authority).
  - b. The books (all or as requested) will be surrendered to the audit team, and the Treasurer will respond to queries as necessary.
  - c. The purpose of the audit is to provide a fresh set of eyes to ensure that the GHSCTBC is following our financial policies and practices and make sure that there are no financial irregularities.
2. At any time, Voting Members may request to inspect the books (Ad hoc audit).
  - a. The Treasurer and the Member(s) should reach an agreeable time and place to meet. Such time should be within ten (10) days of the request.
  - b. The books need not be surrendered, but all records must be made available.
  - c. If the Member(s) are not satisfied by the ad hoc audit, they may present their findings to the President and petition for a complete audit.
3. A professional audit (outside CPA or firm) shall only be conducted if the Board approves the funding.

## **ARTICLE X—LIMIT ON LIABILITY AND INDEMNIFICATION**

Section 1. Limit on Liability—In addition to any other immunity from or limitation of liability provided by applicable law, in every instance permitted by Virginia law, as it exists on the date hereof or may hereafter be amended, the liability of a director of the GHSCTBC to the GHSCTBC arising out of a single transaction, occurrence or course of conduct shall be limited to one dollar.

Section 2. Mandatory Indemnification—The GHSCTBC shall indemnify any individual who is, was or is threatened to be made, a party to a proceeding (other than a proceeding by or in the right of the GHSCTBC or a proceeding in which he was adjudged liable on the basis that personal benefit was improperly received by him) because he is or was a Director of the GHSCTBC or of any other legal entity controlled by the GHSCTBC against all liabilities and reasonable expense and costs of defense, including, without limitation, attorney's fees and costs (including, without limitation, the reasonable fees and costs of expert witnesses) to the extent attorney's fees and costs are not paid or provided by an insurance policy, incurred in the proceeding if he conducted himself in good faith and believed that his conduct was in the best interests of the GHSCTBC. The GHSCTBC is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section.

Section 3. Miscellaneous—The rights of each person entitled to indemnification under this ARTICLE shall inure to the benefit of his heirs, executors and administrators. Indemnification pursuant to this ARTICLE shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the GHSCTBC and indemnification under policies of insurance purchased and maintained by the GHSCTBC or others. However, no person shall be entitled to indemnification by the GHSCTBC to the extent he is indemnified by another, including an insurer.