



# **SERRA INTERNATIONAL**

## **Policy Manual**

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# 1 BOARD OF TRUSTEES

## 1.1 APPEARANCE AT BOARD MEETINGS

BOARD MEETING  
01 OCTOBER 1954  
Last Update: 22 OCTOBER 1998

Any person who desires to appear before the Board of Trustees shall file such request in writing, stating in his or her request the reason for such desire. The President of Serra International shall be the sole judge as to whether such individual shall appear.

## 1.2 ROLE AND DUTIES OF DEPUTY TRUSTEE

BOARD MEETING  
17-18 JUNE 1978  
Last Update: 02 DECEMBER 1998

The following statement regarding the role of the Deputy Trustee has been accepted in principle and referred to the Constitution and Bylaws Committee for review:

The International Committee feels that in the short term, the status quo should prevail, but that the Board should agree to the following principles for future inclusion in the Handbook for Serrans when they have had a chance to be tested.

- (1) The role and duties of a Deputy International Trustee shall be as for an International Trustee, but related to a specified part of the area not capable of being adequately covered by the International Trustee.
- (2) The Deputy Trustee will work under the direction of the International Trustee, through whom all correspondence and reports to the International Board will be directed.
- (3) The terms of office of the Deputy Trustee shall run concurrently with that of the International Trustee and shall terminate at the same time as that of the International Trustee he or she serves.
- (4) Deputy Trustees will be honored at the same time as, and in the same manner as District Governors at the International Convention following their terms of office.

## 1.3 BOARD AND INTERNATIONAL COMMITTEE EXPENSES

BOARD MEETING  
07-08 NOVEMBER 1987  
Last Update: 02 DECEMBER 1998

Members of the International Board and International Committees shall pay meal costs at their various meetings.

## **1.4 COURTESIES EXTENDED TO BOARD MEMBERS AND DISTRICT GOVERNORS**

BOARD MEETING  
11 FEBRUARY 1949  
Last Update: 02 DECEMBER 1998

It is an honor for any club to have an International Officer or District Governor and he or she should be extended the courtesies extended a regularly elected club official. Said Board Member or District Governor shall be invited to all board meetings and accorded a voice in all proceedings.

## **1.5 RELATIONSHIP OF GOVERNOR-BOARD AREA REPRESENTATIVE**

EXCERPT FROM SERRA  
INTERNATIONAL DISTRICT GOVERNOR MANUAL  
DATED JUNE 1963 and BOARD  
MEETING APRIL 1966  
Last Update: 02 DECEMBER 1998

Generally, the supervision of District Governors shall be left to that Governor's council. In the event there is no council providing supervision, the following procedure will apply. Should the Vice-President for Membership or the International Trustee recommend the dismissal with the final decision being the President: In the event the President makes a decision for dismissal, the Governor shall be requested in writing to resign. In the event the Governor does not cooperate, the President shall dismiss the Governor in writing and notify all clubs in the district of such action.

## **1.6 HOSPITALITY DURING BOARD MEETING**

BOARD MEETING  
21 JUNE 1957  
Last Update: 02 DECEMBER 1998

Any Board Member in whose community the Board shall meet shall use his or her own best judgment as to what, if any, hospitality he or she shall wish to extend.

## **1.7 MEETING AGENDA (EXECUTIVE COMMITTEE AND BOARD OF TRUSTEES)**

BOARD MEETING  
20-26 JUNE 1969  
Last Update: 02 DECEMBER 1998

All items on the agenda of the Executive Committee and the Board of Trustees meetings shall be submitted to the members of said committee and all Board Members.

## **1.8 MINUTES OF BOARD MEETINGS TO EPISCOPAL ADVISER**

BOARD MEETING  
26 JUNE 1967  
Last Update: 02 DECEMBER 1998

The minutes of the International Board Meetings shall be sent to the Episcopal Adviser of Serra International.

## **1.9 EXECUTIVE COMMITTEE MEETING MINUTES**

BOARD MEETING  
09-11 FEBRUARY 1968  
Last Update: 02 DECEMBER 1998

The minutes of the Executive Committee meetings shall be promptly shared with all members of the International Board.

## **1.10 PAST OFFICERS**

BOARD MEETING  
16-18 NOVEMBER 1966  
Last Update: 02 DECEMBER 1998

The International Board discourages the establishment of formal organizations of Past International Presidents, Past District Governors, and Past International Officers, and shall give no formal recognition to such organizations.

## **1.11 POLICY CLEARANCE**

BOARD MEETING  
05 MAY 1951  
Last Update: 02 DECEMBER 1998

All policy-making on behalf of Serra International shall be reserved to formal action at the Convention and/or the authorized Board of Trustees of Serra International. No duly-elected Committee shall ever be authorized to establish a policy of its own making without prior Board approval from Serra International.

## **1.12 PUBLICATIONS OUTSIDE OF CLUB JURISDICTION**

BOARD MEETING  
30 JUNE 1955  
Last Update: 02 DECEMBER 1998

The creation of a Serra Club/Clubs for reasons beyond the established jurisdiction of a local club shall be submitted to the Board of Trustees for approval prior to completion, publication, or release.

## **1.13 REMUNERATION FOR BOARD MEMBERS**

BOARD MEETING  
14 MAY 1952  
Last Update: 02 DECEMBER 1998

No Officer or Board Member shall receive a salary from Serra International for serving in the Serra Organization.

## **1.14 SPENDING AND COMMITMENT AUTHORITY**

BOARD MEETING  
JUNE 1992  
Last Update: 02 DECEMBER 1998

The Board of Trustees will enforce spending and commitment authorities, set by the Finance Committee in June 1994, that:

- 1) Set the limits on authorizing a present or future expenditure of Serra International cash funds;

- 2) Obligates Serra International to make payments for future favors, rentals, leases, materials, services, or employments;
- 3) Are at the levels approved by the Board of Trustees of Serra International.

The Board of Trustees, Executive Committee, President, Vice Presidents, Treasurer, Executive Director, and Finance Manager were assigned spending and commitment levels.

### **1.15 SPENDING LIMITATIONS ON EXECUTIVE COMMITTEE**

BOARD MEETING  
28 JUNE 1996  
Last Update: 02 DECEMBER 1998

The Executive Committee shall be limited to no more than \$10,000 on any major expenditure (per Article I, Bylaws - Section 7, Item (c)).

### **1.16 SUBSIDIZATION OF BOARD TRAVEL TO BOARD MEETINGS**

BOARD MEETING  
23-25 JUNE 1992  
Last Update: 02 DECEMBER 1998

Board travel expenses shall be reimbursed under certain conditions so that the travel expenses of members attending meetings of the International Board or the Executive Committee shall be made more equal. Members who are residents in countries or places which are more than 3,000 miles from the place where the meetings are being held (equal to the distance between San Diego to Chicago) shall be entitled to claim 80% reimbursement of travel expenses, but not including hotel expenses. Reimbursement will be based on the lowest air fares available and only payable to the extent of the availability of funds in the annual budget. Expenses for spouses or other family members are excluded. Travel expenses for members participating in such meetings immediately before or after, or during Serra International Conventions will **NOT** be reimbursed. In exceptional circumstances, on request from members concerned, the President of Serra International in liaison with the Treasurer of Serra International and the Executive Director of Serra International may decide on additional reimbursement, including hotel expenses.

This policy should be reviewed by the Board every two years.

### **1.17 NO SUBSIDIZATION OF TRAVEL TO BOARD MEETINGS AT CONVENTIONS**

BOARD MEETING  
28 JUNE 1992  
Last Update: 02 DECEMBER 1998

Travel expenses for participating Board Members at the time of Serra Conventions will not be reimbursed.

### **1.18 TRANSLATIONS FOR BOARD MEETINGS**

BOARD MEETING  
JUNE 1992  
Last Update: 02 DECEMBER 1998

Translation fees from the area where Board meetings are held shall be the maximum allowable expense payable by Serra International.



## **1.19 INTERPRETATION AND TRANSLATIONS FOR BOARD AND COMMITTEES MEETINGS**

BOARD MEETING  
FEBRUARY 1996  
Last Update: 02 DECEMBER 1998

- A) Interpretation (in Spanish, Italian, Portuguese, and any other language approved by the Board) will be provided for International Board and International Committee meetings. Cost should not be an influence.
- B) Non-English written material for International Board and International Committee meetings will be translated into English thirty (30) days prior to the date(s) of the meeting.

## **1.20 BOARD MEMBERS SERVE AS TRUSTEES-AT-LARGE**

BOARD MEETING  
JULY 1996  
Last Update: 02 DECEMBER 1998

Serra International Board Members are to be Trustees-at-Large with no area of responsibility unless specifically designated by Serra International Board to be responsible for an area where no Serra council exists.

# **2 COMMITTEES**

## **2.1 STANDING COMMITTEES**

BOARD MEETING  
25-27 FEBRUARY 2000

The following 5 standing committees of the Board, Vocations, Membership, Programs, Communications, and Long Range Planning shall have as Vice Chairs the respective Vice Presidents of Vocations, Membership, Programs, Communications, and Long Range Planning Committee. The Executive Director shall be an ex-officio member of each committee. Each committee shall consist of:

- 1 Chairperson (3-year appointment)
- 1 Vice Chairperson (Annual appointment)
- 1 Secretary (3-year appointment)
- Corresponding Vice Presidents and President Elects of the various councils (Annual Appointment)
- Such other members as may be selected for their expertise (up to 3-year appointments)

The members of the committees shall be appointed by the Serra International Board. The Board will use its best efforts to stagger appointments to ensure continuity. The members of the Board from the various councils throughout the Serra world shall be responsible for ensuring the participation of its Vice Presidents and President Elect of their respective council.

The functionality of each committee is dependent on communication among the committee members.

Communications between the members shall be by telephone, fax, e-mail, and the Internet (chat rooms). The committees shall meet at each International Convention and such other times as may be agreed upon by the members. Meetings can take place over the Internet.

The Committee Vice Chair shall provide a written report of their respective committee at each of the regular scheduled board meetings and executive committee meetings.

The 3-year appointment of the various committee members insures continuity of and focus on the plans and goals of each committee. The incoming Vice Presidents and President elect shall reconfirm the existing goals and plans and may establish new goals and plans for their committees.

Since all bylaws and communication with Serra International are in English, all documentation produced for examination to the Serra International Board shall be expressed in the English language. To accomplish this, all committee communications are to be in English and each member of the committee shall be responsible for such translations.

The Compensation Committee shall consist of three officers: the President, the President Elect, and the Treasurer. It will be responsible for approving and overseeing staff salaries, fringe benefits, and investments, and also be the administrator of the staff pension program and plan.

## 2.2 AUDIT COMMITTEE

BOARD MEETING

JUNE 1992

Last Update: 02 DECEMBER 1998

There shall be an Audit Committee consisting of five Serrans appointed by the president and confirmed by the Board of Trustees for staggered three year terms. The initial appointment shall be for shorter terms to create the desired staggered effect.

The Committee shall meet at least two times during the 12 months period beginning with the Annual Meeting of the Members. The Committee shall review and report to the Board on the appropriateness of the Corporation's accounting policies and procedures; review the scope of the audit to be conducted by independent certified public accountants; meet with management and independent certified public accountants team to review the annual audit and any discrepancies or improprieties discovered in the audit; review recent and prospective change in accounting principles; review the adequacy of internal controls, the reliability of financial reports, and information systems; report to the Board all important changes in the Corporation's procedures or accounting practices affecting financial results, instances of fraud, abuse, conflict of interest, and defects in the system of records or controls; counsel the chief executive officer in the selection of the independent certified public accountants.

## 2.3 NOMINATING COMMITTEE RULES

BOARD MEETING

06-07 OCTOBER 1995

Last Update: 10 FEBRUARY 2010

**Under Article III, Section 2 of Serra's Bylaws**, the Board of Trustees each year appoints a Nominating Committee of nine (9) members, to propose one (1) Serran for each office or other position to be filled on the Board of Trustees, to be elected by the delegates at Serra's next International Convention. The Nominating Committee shall meet at the same time and place as the Board of Trustees at least sixty (60) days prior to the opening date of Serra's next International Convention.

The primary role of the Nominating Committee is to propose qualified and dedicated Serrans for election to the Board of Trustees. Prior to the meeting of the Nominating Committee, the Executive Director shall advise the committee chairperson of the positions on the Board of Trustees that need to be filled, including any geographical considerations, together with the names of current board members who have indicated their willingness to continue serving on the Board of Trustees if nominated.

The following rules shall govern the deliberations of the Nominating Committee:

1. The current President, President Elect, and the Executive Director, shall be asked for their evaluation of all current board members who have indicated their willingness to continue serving on the Board of Trustees. All current board members should be interviewed by the Nominating Committee.
2. The President Elect should have served in an elected position for at least two years on a previous Board of Trustees.
3. The Executive Committee of the Board of Trustees shall have continuity from year to year. To achieve this, at least four (4) members should have served on the previous Board of Trustees either as President, President Elect, Vice President, Secretary or Treasurer.
4. Every geographical area in which Serra operates should be represented on the board in order to encapsulate the widest possible consultation and sharing of views.
5. A potential board member shall have had previous experience as President of his/her Serra Club and should have also served either as a District Governor or as a member of a committee or task force of Serra International.
6. At least one hundred and eighty (180) days prior to the opening date of the next International Convention, Serra's Executive Director shall invite District Governors and all Serra Clubs to nominate suitably qualified Serrans for service on the Board of Trustees for the coming year. All nominations received at Serra headquarters shall be transmitted to the chairperson of the Nominating Committee and shall not be shared with anyone else.
7. All nominees shall have impeccable Catholic and Serran backgrounds and be firmly committed to Serra's global lay apostolate for vocations and active in its work.
8. No Serran shall solicit his or her nomination by requesting endorsement from other Serrans. If this does occur, such endorsements shall be ignored by the Nominating Committee. However, letters of support from a nominee's own Serra Club President, District Governor and Bishop are encouraged.
9. Members of the Nominating Committee should normally not solicit nominees either directly or indirectly. However, if the Nominating Committee considers the pool of nominees to be weak or limited in experience, or to be not sufficiently representative of all areas of the Serra world, it may solicit additional nominees in order to propose a balanced and experienced slate of nominees.

**ALL PROCEEDINGS AND DISCUSSIONS OF THE NOMINATING COMMITTEE SHALL BE KEPT STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH OTHERS OUTSIDE OF THE COMMITTEE EITHER DURING OR AFTER THE COMMITTEE'S DELIBERATIONS.**

### 2.3.1 POLICIES REGARDING THE NOMINATING COMMITTEE FROM THE ORGANIZATIONAL STRUCTURE REVIEW COMMITTEE

BOARD MEETING  
07-08 FEBRUARY 2004

In addition to governing the organization and managing its resources to ensure that Serra survives and prospers while being responsive to a changing operating environment, the Serra International Board of Trustees has two important functions:

- Ensuring that Serra remains international in character and true to its stated objectives and purposes; and
- By democratic practices and sound policy, ensuring that all the elements of the organization remain “glued” together.

### 2.3.2 THE ROLE OF THE SERRA INTERNATIONAL NOMINATING COMMITTEE

In 1996, Serra’s Board of Trustees adopted an operating policy that the Nominating Committee shall continue to act autonomously and free from the influence of the boards of any Serra Council or of Serra International.

The Nominating Committee’s major task is to identify and nominate as Officers and Trustees of Serra’s Board of Trustees the best available talent assuring to the extent possible that all the areas of the Serra world are represented. It would be expected that Deputy Trustees be appointed to represent those areas not otherwise represented on the Board of Trustees.

### 2.3.3 CATEGORIES OF BOARD MEMBERSHIP

Candidates for election or appointment to the Board of Trustees will fall into one of the following categories as defined below:

**Nominee:** A candidate nominated by his/her District Governor or Serra Club for a position on the Board of Trustees, who is subsequently proposed by the Nominating Committee for election by the delegates.

A Nominee shall be elected to serve for a two-year term, unless he/she is selected to serve for the balance of the term of a Trustee who retires or dies or is nominated as an Officer.

**Appointee:** A candidate appointed for a one-year term upon the recommendation of the President with the approval of the Board of Trustees. An Appointee shall serve for a one-year term but he/she remains eligible for election or appointment by the defined processes in subsequent years.

### 2.3.4 THE COMPOSITION OF THE SERRA INTERNATIONAL BOARD OF TRUSTEES

The Serra International Board established the composition of the Board to be:

<u>Region/Country/Other</u>	<u>Nominees</u>	<u>Appointees</u>
Africa	1	
Australia and New Zealand	1	
Asia/North Pacific	1	
Brazil	2	
Canada	1	
Italy/Eastern Europe	2	
Mexico/Central America	1	
South America (less Brazil)	2	
United Kingdom/Western Europe	1	
United States of America	7	
Other*	1	
The Serra Foundation		1
Additional Trustees**		2
<b>TOTALS</b>	<b>20</b>	<b>3</b>

\* This position may be allocated to an emerging area of the world, but are also intended that to be used to permit the selection of an outstanding candidate from any area of the world.

\*\* These appointments are optional on the recommendation of the international president and with the approval of the Serra International Board and are for a one-year term.

## 3 CLUBS AND MEMBERSHIP

### 3.1 INTERPRETATION AND POLICY STATEMENT REGARDING MEMBERSHIP

BOARD MEETING

25 FEBRUARY 1990

Last Update: 02 DECEMBER 1998

In 1986, the delegates to the Serra International Convention amended the charter documents of Serra International to permit "practicing Catholic laywomen" to become members of Serra. The amendments were recommended by the Long Range Planning Committee and were proposed for adoption by the Board of Trustees of Serra International. Before 1986, membership in Serra was restricted to "practicing Catholic laymen and those ordained to the permanent diaconate."

Since the adoption of the amendments, the International Board has been asked whether religious sisters and brothers may become members of Serra since, under canon law, religious sisters and brothers are lay, rather than clerical, persons.

The International Board and the Long Range Planning Committee have carefully reviewed the history and purposes of Serra, the background and intent of the 1986 amendments, and the implications of the membership composition of Serra for best carrying on its work.

The International Board has concluded that both the meaning and the purpose of the 1986 amendments were to constitute Serra as an organization of non-consecrated men and women (which, by an amendment of some years ago, also includes permanent deacons) working for the ministerial priesthood and for consecrated men and women in religious life. The International Board believes that it was not the intention of the 1986 amendments to change the unique character of Serra as an organization of exclusively non-consecrated lay people (and permanent deacons).

The purpose of the amendments was to include "laywomen" as well as "laymen" in Serra. Just as before the amendments, laymen were never thought to include religious brothers, so the inclusion of laywomen was not thought or intended to include religious sisters as members of Serra.

While under canon law, religious brothers and sisters are laymen and laywomen as distinguished from ordained ministers, they differ from other laymen and laywomen because of their public vows of poverty, chastity, and obedience. They are a part of the group for whom Serra works, rather than a part of Serra.

The International Board believes that the 1986 amendments were not intended to change that basic concept. It believes that a large part of Serra's effectiveness is its nature as an organization of non-consecrated lay people (and permanent deacons) which works for vocations apart from those of its members-vocations to the ministerial priesthood and to the consecrated life of sisterhood and brotherhood. It believes that Serra can best do its work now and in future years by continuing its uniqueness as a worldwide Catholic organization with a membership separate from those it is committed to support.

### **3.2 AFFILIATION WITH CIVIC ORGANIZATIONS**

BOARD MEETING

27 JUNE 1957

Last Update: 02 DECEMBER 1998

Serra International groups shall not affiliate with other luncheon clubs, service clubs, or other groups of a non-Catholic nature.

### **3.3 25TH ANNIVERSARY OF SERRA CLUBS**

BOARD MEETING

17-19 NOVEMBER 1978

Last Update: 02 DECEMBER 1998

Serra International will honor clubs on their 25<sup>th</sup> and 50<sup>th</sup> anniversary with a Certificate of Recognition.

### **3.4 CHAPLAIN APPOINTMENT**

BOARD MEETING

28 FEBRUARY 1952

Last Update: 02 DECEMBER 1998

The appointment of a Chaplain by the Ordinary shall be sought as early as possible in the formation process of a new Serra Club.

### **3.5 CHARTER FUNCTION**

No Board Meeting or Date Modified listed

A member of the Board of Trustees shall strive to attend every charter function where it is feasible to do so. The Serra International staff shall notify the Trustee(s) in the geographical area of the details of the charter function.

### **3.6 MEMBERSHIP OF WOMEN IN SERRA CLUBS - DISCIPLINARY ACTION**

BOARD MEETING

JUNE 1992

Last Update: 02 DECEMBER 1998

The Serra International Board of Trustees adopted the following procedure as disciplinary action on local clubs whose bylaws are in conflict with Serra International's Constitution and Bylaws regarding women's membership in local clubs.

Where a local chartered Serra Club's bylaws are in conflict with Serra International's Constitution and Bylaws, particularly Article VIII, Section 1 (B) of the Serra International Bylaws, the Board shall consider taking the following appropriate action against the local Serra Club:

- 1) Withdrawing that local Serra Club's charter with an automatic 60-day revocation of this disciplinary action if that Serra Club does in fact conform its bylaws to Serra International's Bylaws, Article VIII, Section (B);
- 2) The 60 days is to commence upon the date of Serra International's notification to the local Serra Club of the Board's action of withdrawing its charter;
- 3) The notice shall advise the local Serra Club that its charter is being withdrawn for the reason that the local Serra Club's bylaws restricting women from its membership are in conflict with Serra International's Constitution and Bylaws and Serra International's policy of women being in Serra, and further advising that local Serra Club that it is not authorized to use the Serra name nor have the Serra name associated with any of that club's programs or activities.
- 4) The District Governor shall verify that the local Serra Club has complied by changing its bylaws to conform to Serra International's Bylaws and furnishing the Board with a copy of that local Club's bylaws showing that it has complied before that local Serra Club's charter will automatically be reinstated without further action of the Board. If done after the 60 days, the Board's approval at its next meeting must be obtained before that club's charter is to be reinstated.

### **3.7 OFFICIAL ATTENDANCE AT CHARTER FUNCTIONS**

BOARD MEETING

14 MAY 1952

Last Update: 02 DECEMBER 1998

A member of the Board of Trustees and a District Governor shall attend every charter function, where such function is in the purview of the affected Board Member and Governor. In the event a Board Member or representative of the Board is unable to attend, the Executive Director shall be expected to do so.

### **3.8 CHARTER WITHDRAWAL BY A DISTRICT GOVERNOR OR SERRA COUNCIL**

BOARD MEETING  
22-24 NOVEMBER 1974  
Last Update: 02 DECEMBER 1998

Under certain circumstances, a District Governor or Serra Council may seek the withdrawal of a Club Charter, and the procedure for such withdrawal is as follows:

- I. Where sufficient facts exist to justify the withdrawal, the local District Governor shall report such facts together with his recommendation to the respective Serra Council, but only after he or she has notified the Club and the Ordinary of the Diocese where the club is located. Where no Serra Council exists, the District Governor should report to the International Trustee for that country.
- II. If the Serra Council or International Trustee agrees with the District Governor's recommendations, a report and recommendation should be submitted to the Executive Director of Serra International, and shall include the comments, if any, of the Club and the Ordinary.
- III. If the International Board votes, subject to the conditions of Article VII, Section 13 of the International Bylaws to revoke the charter, the Executive Director of Serra International shall send a letter of withdrawal to the Serra Council or the International Trustee concerned, who will then forward the same to the District Governor, who will then inform the club.

### **3.9 FUNDRAISING BY SERRA CLUBS**

BOARD MEETING  
21-22 FEBRUARY 1964  
Last Update: 02 DECEMBER 1968

Serra Clubs may conduct activities to raise funds to assist it in promoting the objectives and purposes of Serra International.

### **3.10 HONORARY MEMBERSHIPS**

BOARD MEETING  
06-08 NOVEMBER 1969  
Last Update: 02 DECEMBER 1998

There shall be no honorary memberships in Serra.

### **3.11 REQUIREMENTS FOR CHARTERING 20-PERSON CLUBS**

BOARD MEETING  
25 JUNE 1977  
Last Update: 02 DECEMBER 1998

When a club in formation applies to be chartered with less than the required 25 charter members, there shall be:

- 1) A letter of approval for that club's charter by the local ordinary;
- 2) A letter of authorization by the District Governor setting forth the specific conditions for the authorization, if any;



- 3) A written request to the Board for special consideration from the requesting club in formation with less than 25 members. This request should contain the reasons and circumstances for this request; and
- 4) After review, the Serra International Membership Committee will forward its recommendations to the Board of Trustees for its consideration and vote. Any club applying to be chartered having fewer than 25 members must receive approval from a sitting Board rather than be polled by mail.

### **3.12 MEMBER WHO TRANSFERS TO AREA SERVED BY ANOTHER SERRA CLUB**

BOARD MEETING

22-24 NOVEMBER 1974

Last Update: 02 DECEMBER 1998

- A) A member of a Serra Club who transfers his or her business and domicile or a member of the military who is transferred to an area served by another Serra Club is urged to apply for membership in such other club. A letter of recommendation should be sought from his or her present club for submission to the club in the area of transfer. It is suggested that a copy of such letter be sent to the International Trustee, the District Governor, or Council Representative, and that the club in the area of transfer be requested to give priority to the applicant. The applicant is a trained, dedicated Serran and should not be lost by circumstances of domicile. Transfer would be contingent upon paying adjusted dues to his or her parent club.
- B) After acceptance into the new club, no new per capita tax or initiation fee shall be required by International, nor shall any initiation fee to the local club be demanded. Local dues for the current period and thereafter would be required to be paid by the transferring member.

### **3.13 ORGANIZATIONAL DATABASE – ELIMINATION OF DUPLICATION OF WORK**

BOARD MEETING

23 JANUARY 2005

Serra Councils, regions or districts shall not obtain information already available through *SerraOnline* about Serra Clubs in their jurisdiction relating to membership, rosters, club officers, etc. through any means other than *SerraOnline*. In accordance with Article VII, Section 16 of the Bylaws of Serra International, the *SerraOnline* system has provided a single, central database for the entire organization. Access to this central database shall be given to all Serra Councils as necessary. Serra councils, regions, or districts must use *SerraOnline* to access all data available on *SerraOnline*.

### **3.14 TRANSFER OF LOCAL MEMBERSHIP**

BOARD MEETING

28 FEBRUARY 1952

Last Update: 02 DECEMBER 1998

Every consideration shall be given to a former Serran who transfers into a new territorial district; however, that local club shall have the option of acceptance or rejection. In the event the former Serran is accepted into the new club, no new per capita tax or initiation fee shall be required by International, nor shall any initiation fee to the local club be demanded. Local dues for the current period and thereafter would be required to be paid by the transferring member, however.

### **3.15 INVITING YOUNGER PEOPLE TO SERRA MEMBERSHIP AND REDUCTION OF LOCAL DUES FOR THOSE UNDER 35**

BOARD MEETING  
17-19 NOVEMBER 1972  
Last Update: 02 DECEMBER 1998

The International Board recommends to clubs that special efforts be made to invite younger people to Serra membership, and for those under 35 years, a reduction in local club dues is recommended.

### **3.16 NON-CONFORMANCE OF CLUBS**

BOARD MEETING  
09 JULY 1949  
Last Update: 02 DECEMBER 1998

In the event that a Serra Club shall not come into conformance after work with the Governors, the Ordinary of the diocese shall be contacted directly with the request that his best judgment and counsel be given the Board of Trustees. This request shall be made because of the possibility of withdrawal of charter for non-conformance.

### **3.17 CLUB NUMBERS**

BOARD MEETING  
09 JULY 1949  
Last Update: 02 DECEMBER 1998

The club number shall be attached to the charter of all clubs.

### **3.18 OBJECTIVES AND EXTERNALS**

BOARD MEETING  
25 JULY 1951  
Last Update: 02 DECEMBER 1998

The principal purpose of Serra International is based upon the three objectives as stated in its Constitution Article II. No Serra Club shall be allowed to make any additions to the existing three objectives. No member shall be required to do more than meet those objectives in order to fulfill his or her membership requirements.

### **3.19 PRE-CHARTER PROCEDURE**

BOARD MEETING  
14 JULY 1950  
Last Update: 02 DECEMBER 1998

Until a club has been chartered, the person directly responsible for the start-up of the club shall receive copies of all correspondence and all materials in order for that person to be aware of developments within Serra.

### **3.20 PROBATIONARY PERIOD**

BOARD MEETING  
13-14 NOVEMBER 1959  
Last Update: 02 DECEMBER 1998

As a matter of policy, no incoming member of Serra shall be subject to a probationary period.

### **3.21 CLUB PRESIDENTS' ATTENDANCE AT INTERNATIONAL CONVENTIONS**

BOARD MEETING

12-13 JUNE 1990  
Last Update: 02 DECEMBER 1998

The Serra International Convention is an invaluable arena for educating members on Serra International programs for the year, current thinking in the areas of vocations, and exchange of ideas between clubs. Because this experience is so important to a club president in leading and directing club activities during the year, the Serra International Board of Trustees strongly recommends that each club send its president as the delegate to the International Convention. The Board encourages clubs, when necessary, to allocate funds to permit attendance by the president.

### **3.22 COLLABORATION BETWEEN CLUBS AND BISHOPS**

BOARD MEETING  
FEBRUARY 1996  
Last Update: 02 DECEMBER 1998

Each Serra Club should strengthen, promote, and coordinate its vocation programs with local bishops' committees, vocation directors, parish communities, etc. To do so, clubs must make a strong effort to establish cordial working relationships with the bishop of the diocese in which the Club is domiciled. All Serra Club programs should be submitted to the bishop for his approval.

### **3.23 CHAPLAINS AND SERRA CLUB BOARDS**

BOARD MEETING  
05 FEBRUARY 1955  
Last Update: 02 DECEMBER 1998

The Chaplain of every Serra Club shall be an invited guest at every club board meeting. Because of his particular relationship, said Chaplain shall be invited to work closely with the Program and Vocations Committees and participate in their deliberations as far as he is able.

## **4 CONVENTION AND DELEGATES**

### **4.1 CONVENTION COSTS**

BOARD MEETING  
19 MARCH 1953  
Last Update: 02 DECEMBER 1998

The International Convention shall have a budget which will be self-sustaining. Wherever possible, that budget will not display a profit. The Board of Trustees of Serra International will underwrite and approve the local club budget and, in the event there is a surplus, it shall be sent to the headquarters of Serra International. The Board shall continue to supervise and approve all convention programs.

### **4.2 SERRA INTERNATIONAL CONVENTION FUNDS**

BOARD MEETING  
06-08 NOVEMBER 1969  
Last Update: 02 DECEMBER 1998

To achieve the convention costs policy, convention budgets must be approved by the Serra International Board two years before a convention, i.e. July post-convention meeting of the Serra International Board 1998 approve budget of the July 2000 Serra International Convention.

Scheduled programs for the convention always have changes or cancellations and should be approved by the President of Serra International, the Executive Director of Serra International and the local club(s) chairperson.

International Convention funds are to be handled by and through the headquarters of Serra International.

#### **4.3 EXHIBITS AT CONVENTIONS**

BOARD MEETING

01-02 JANUARY 1997

Last Update: 02 DECEMBER 1998

It is the policy of Serra International that only persons or groups exhibiting Serra materials and programs, or materials for vocations promotions shall be allowed to exhibit at Convention sites.

Convention exhibitors should be consistent with the goals of Serra International as determined by the Executive Director and Convention Chairperson and approved by the host diocese.

A standard fee of USD 200.00 per exhibit table or a pre-arranged royalty based on percentage of sales is to be charged for all non-Serran exhibits.

#### **4.4 AVOIDING COMPETITION WITH INTERNATIONAL CONVENTIONS**

BOARD MEETING

08 February 2004

Upon the recommendation of the Serra International Convention Committee, a "noncompete" policy is to apply in future so that no Serra region or district shall schedule a convention in the same region or district as the International Convention for that calendar year.

#### **4.5 MINUTES OF INTERNATIONAL CONVENTION MEETINGS AND TAPE RECORDING PROCEEDINGS OF THE DELEGATES MEETING**

BOARD MEETING

06-08 NOVEMBER 1969

Last Update: 02 DECEMBER 1998

The minutes of International Convention meetings shall be carefully recorded. Proceedings of delegates' meetings (including statements from the floor) at International Conventions shall be video tape recorded and tapes held as a permanent archive. There shall be two delegates' meetings during a convention. Early in the convention there will be a brief meeting allowing the opportunity for delegates to introduce additional nominations for the International Board and to review document (agenda, budget, etc.) prior to the business meeting. The business meeting shall be held on the last day of the convention with each participant in the convention encouraged to attend. Delegates will sit in a special section.

#### **4.6 NO COLLECTIONS AT CONVENTION LITURGIES**

BOARD MEETING

01-02 FEBRUARY 1997

No collections may be taken up at convention liturgies.

## 4.7 PRESIDERS AT CONVENTION LITURGIES

BOARD MEETING  
01-02 FEBRUARY 1997

Pattern to follow for selection of presidors at convention liturgies (based on Friday-Sunday conventions):

- Thursday** (traveler's liturgy) host committee selects
- Friday** (opening liturgy) local ordinary
- Saturday** Episcopal advisor
- Sunday** selected by Serra International (preferably an international bishop)
- Monday** incoming president's bishop when possible

## 4.8 SIMULTANEOUS TRANSLATION

BOARD MEETING  
12-19 JANUARY 1986  
Last Update: 02 DECEMBER 1998

Translations shall be provided for Conventions when ten or more people from the language in consideration have registered by a specific date, dependent on the requirements of the contract with the translating company. Cost should not be a determining factor.

## 4.9 CONVENTION PRESENTATIONS

BOARD MEETING  
FEBRUARY 1996  
Last Update: 02 DECEMBER 1998

Presentations to be made at International Conventions should be submitted not later than thirty (30) days prior to the convention for translation purposes.

# 5 DISTRICTS

## 5.1 DISTRICT BYLAWS

BOARD MEETING  
12-14 NOVEMBER 1964  
Last Update: 02 DECEMBER 1998

There shall be no District bylaws. Any essential regulations for Districts shall be provided for in the International Bylaws.

## 5.2 DISTRICT CONVENTION SURPLUS AND DEFICIT FUNDS

BOARD MEETING  
07-09 FEBRUARY 1963  
Last Update: 02 DECEMBER 1998

The International Board shall not be responsible for surpluses or deficits arising from conventions conducted by Districts. Any surpluses shall be placed on a deposit in escrow for use in covering possible deficits in subsequent conventions or conferences, and shall **NOT** be used for any other purpose. Withdrawal of surplus funds shall require two duly approved signatures, the serving governor or treasurer and one additional authorized Serran. The district governor or treasurer shall make an annual report to the clubs or Serra Council concerned on the use or status of such funds.

### **5.3 DISTRICT EPISCOPAL ADVISERS**

BOARD MEETING  
12-14 NOVEMBER 1964  
Last Update: 02 DECEMBER 1998

The Serra International Board of Trustees does not authorize District Episcopal Advisers.

### **5.4 REAFFIRMATION OF POLICY REGARDING DISTRICT TREASURY**

BOARD MEETING  
06-08 NOVEMBER 1969  
Last Update: 02 DECEMBER 1998

There is no objection to district setting assessments on all clubs in the district in order to provide financial support for the district meeting and district operating costs.

### **5.5 ANNUAL OR BIENNIAL CONVENTIONS**

BOARD MEETING  
FEBRUARY 1996  
Last Update: 02 DECEMBER 1998

Each district or region or Serra Council should plan an annual or biennial meeting or convention to supplement the Serra International Convention, to further the education of members and their spouses, to enhance fellowship and to improve Serra's over-all effectiveness.

### **5.6 PARISH BASED VOCATION PROGRAMS**

BOARD MEETING  
02 JULY 1996  
Last Update: 02 DECEMBER 1998

Serra International will encourage local district and club leaders to promote and assist in the establishment and functioning of vocation programs within parishes that fall in their geographic area.

## **6 DISTRICT GOVERNORS**

### **6.1 DISTRICT AND DISTRICT GOVERNOR**

BOARD MEETING  
08-10 NOVEMBER 1962  
Last Update: 02 DECEMBER 1998

Each District Governor shall have the right to select his or her Deputy.

Except in extraordinary cases, a person shall have served as a club president before serving as a Governor.

The Governor's term of office shall begin and end at the close of the International Convention. However, nothing herein shall prevent a Governor from serving a two-year term if a district so chooses.

Retiring Governors shall be honored at the convention. A suitable certificate shall also be mailed to each retiring Governor.

## **6.2 DISTRICT GOVERNORS AND VOCATION PROGRAMS**

BOARD MEETING  
02 JULY 1996

Each Serra Club should strengthen, promote and coordinate its vocation programs with local bishops' committees, vocation directors, parish communities, etc. To do so, clubs must make a strong effort to establish cordial working relationships with the bishop of the diocese in which the club is domiciled. Each Serra Club is encouraged to work with other Catholic organizations on vocation projects.

## **6.3 REPORTING STRUCTURE FOR GOVERNORS**

BOARD MEETING  
02 JULY 1996

Line of Authority: Serra International Board - Serra Councils - Governors - Club. Each Serra Council is to determine its relationship with its district governors. Where no council exists, the district governors report to an international trustee or deputy trustee appointed by the Serra International Board.

# **7 SERRA COUNCILS**

## **7.1 GUIDELINES FOR NATIONAL OR REGIONAL COUNCILS**

BOARD MEETING  
17-18 JUNE 1978  
Last Update: 02 DECEMBER 1998

National or regional councils are authorized by the International Board to work within the boundaries of a particular country or region for the purpose of representing the Serra Movement and the clubs at the national or regional level, and for ensuring that extension work throughout the area concerned is properly planned and coordinated.

No national or regional council shall function unless its formation, constitution and operations, and any changes thereto are duly approved by the Serra International Board.

National or regional council shall be authorized to collect dues from the Serra Clubs in the nation or region for each member on the respective club roster; said dues shall only be used to defray the expenses incurred by the council in pursuance of the purposes for which the council was created.

In addition to collecting national or regional dues, the Serra Council may also be made responsible for the collection of the approved international dues from each club, and these should be sent to Serra International on a timely basis as advised by Serra International. Such Serra Councils will be responsible for ensuring that all Serra Clubs under their jurisdiction pay their respective international dues.

## **7.2 SERRA COUNCILS AND BISHOPS CONFERENCES**

BOARD MEETING  
17-18 JUNE 1978  
Last Update: 02 DECEMBER 1998

Serra International's Board and each Serra Council should endeavor to establish active working relationships with National Bishops' Conferences, etc.

## **7.3 VOCATION COMMITTEE**

BOARD MEETING  
FEBRUARY 1996  
Last Update: 02 DECEMBER 1998

The vocation committee in each Serra Council, or the International Trustee where no council is operative, should biennially evaluate the content and effectiveness of the various vocation programs sponsored and supported by SERRA. Observations and recommendations relating to such programs should be transmitted to Serra International's Vocation Committee, which committee, when appropriate, will share with Serra Clubs worldwide information relating to Serra's more successful vocation activities.

## **8 SERRA COUNCILS**

### **8.1 COMMUNICATION POLICY**

BOARD MEETING  
JUNE 1998

Vice presidents of the councils (vocations, programs, membership and communications) are to communicate with their corresponding council vice presidents where these offices exist. They may write in their native tongue. Translation is the responsibility of the recipients. Every communication is to be copied to the respective international vice presidents.

The purpose of these communications is twofold:

1. Establish a relationship and appreciation for each other in the spirit of cooperation with Serra International.
2. Share information with one another with respect to activities and programs so that each council may benefit from each other.

Communications between council presidents is to be copied to the Serra International president, who is responsible for all councils.

Each international vice president will chair a meeting of their corresponding council vice presidents at the International Convention. The international president will chair a meeting of the council presidents at the International Convention.

### **8.2 CONTROL OF EXPENDITURES BY SERRA COUNCILS**

BOARD MEETING  
10 OCTOBER 2003

Serra Councils shall not have expenditures in excess of revenues in any fiscal year.



## **8.3 REMITTANCE OF INTERNATIONAL DUES COLLECTED BY SERRA COUNCILS**

BOARD MEETING  
10 OCTOBER 2003

Serra Councils shall remit international dues to Serra International as they become due, pursuant to the Bylaws of Serra International.

If a Serra Council experiences a shortfall in cash flow and is unable to remit to Serra International all of the international dues it has collected, then the Treasurer of that Serra Council shall request in writing from the Treasurer of Serra International an accommodation from Serra International to delay payment of international dues for not more than thirty (30) days after which time the outstanding past international dues shall be paid to Serra International; and any request for an extension beyond thirty (30) days shall require the written approval of the Treasurer of Serra International.

## **9 SERRA INTERNATIONAL OFFICE AND STAFF**

### **9.1 APPROVAL OF CLUB BYLAWS**

BOARD MEETING  
7-8 OCTOBER 1955  
Last Update: 02 DECEMBER 1998

The Executive Director shall be authorized to approve proposed local club bylaws from Serra Clubs in formation and proposed changes from Serra Clubs already chartered, provided said proposed club bylaws or bylaw changes conform to International requirements. In the event there are deviations from International requirements, said proposed club bylaws or proposed changes must be referred to the Constitution and Bylaws Committee for necessary clarification or correspondence.

### **9.2 SIGNING OF CHECKS**

BOARD MEETING  
10 JULY 1954  
Last Update: 02 DECEMBER 1998

The signatory on the Serra International accounts shall be the Executive Director of Serra International. Alternative signatories are the International President and the International Treasurer.

### **9.3 SIGNING OF CHECKS MORE THAN \$5,000.00**

BOARD MEETING  
07 JULY 1995  
Last Update: 02 DECEMBER 1998

The Executive Director of Serra International shall be the proper party to sign on Serra International up to \$5,000.00. All checks in excess of \$5,000.00 require two signatures, being any two of the following three persons:

- A) The Executive Director
- B) The President
- C) The Treasurer

## **9.4 CONTROVERSIAL OR POLITICAL ACTIVITY**

BOARD MEETING  
16-18 FEBRUARY 1961  
Last Update: 02 DECEMBER 1998

No branch of Serra International, including the International Board, the District, or any Serra Club, shall take a stand or engage in any political activity.

## **9.5 DESIGNATION OF SERRA OFFICES**

BOARD MEETING  
23-26 FEBRUARY 1990  
Last Update: 02 DECEMBER 1998

Any Existing Serra office or future regional or national Serra office shall be designated as an "office of Serra International - Country/Region."

## **9.6 LISTING OF INTERNATIONAL VICE PRESIDENTS AND TRUSTEES ON THE SERRA INTERNATIONAL LETTERHEAD**

BOARD MEETING  
09-11 FEBRUARY 1967  
Last Update: 02 DECEMBER 1998

After the President's listing on the Serra letterhead, the Vice Presidents shall be listed in alphabetical order. The Trustees shall also be listed in alphabetical order to eliminate any suggestion of rank.

## **9.7 MAILING LISTS**

BOARD MEETING  
21-22 FEBRUARY 1958  
Last Update: FEBRUARY 1995

The mailing list of Serra International shall be used only for appropriate Serra purposes. There shall be no commercial use of the mailing list.

## **9.8 MODIFIED ACCRUAL SYSTEM OF ACCOUNTING**

BOARD MEETING  
19-21 NOVEMBER 1976  
Last Update: 02 DECEMBER 1998

Serra International shall maintain its accounting on a total accrual system.

## **9.9 NAME FOR SERRA USE ONLY**

BOARD MEETING  
13-14 NOVEMBER 1959  
Last Update: 02 DECEMBER 1998

The name and trademark of Serra International shall be held for the use of Serra International and chartered Serra Clubs or approved Serra Councils only.

## **9.10 AUTHORIZATION FOR USE OF NAME AND SEAL**

BOARD MEETING  
13-14 NOVEMBER 1959  
Last Update: 02 DECEMBER 1998

In protection of the trademark and copyright of Serra International, the phrase "Serra Club in formation" may be used, but the seal shall not be attached, for any clubs in formation.

## **9.11 REVISED POLICY ON OFFICIAL MAILINGS**

BOARD MEETING  
06-08 NOVEMBER 1969  
Last Update: 02 DECEMBER 1998

All official mailings from the Serra International Office shall be sent to the office of the appropriate Serra Council, International Trustee or Deputy International Trustee with instructions that these are forwarded promptly to the club concerned. It is the responsibility of the Councils, International Trustee or Deputy International Trustee to promptly advise the Serra International Office of any address changes.

## **9.12 TRAVEL EXPENSES OF SPOUSE**

BOARD MEETING  
31 JULY 1988  
Last Update: 02 DECEMBER 1998

The travel expenses of the spouse of the Executive Director or other staff shall not be paid by Serra International.

## **9.13 THE SERRAN EDITORIAL POLICY**

BOARD MEETING  
25-27 FEBRUARY 1991  
Last Update: 02 DECEMBER 1998

*THE SERRAN*, as the official magazine of Serra International, takes its editorial policy from the objectives of its publisher: to foster and promote vocations to the ministerial priesthood of the Catholic Church as a particular vocation to service and to develop appreciation of the ministerial priesthood and of all religious vocations in the Catholic Church, and to further Catholicism by encouraging its members, in fellowship, through education, to fulfill their Christian vocations to service. Articles in *THE SERRAN* attempt to help Serrans achieve those objectives. *THE SERRAN* also serves as a forum for the opinions of Serrans throughout the world and those opinions do not necessarily reflect the policies of the Serra International Board.

## **9.14 REAFFIRMATION REGARDING ADVERTISING IN THE SERRAN MAGAZINE**

BOARD MEETING  
09-11 FEBRUARY 1967  
Last Update: 02 DECEMBER 1998

The Board reaffirmed the policy which allows no advertising in the official publication, *THE SERRAN*.

## **9.15 RESTRICTIONS ON THE AUTHORITY OF THE EXECUTIVE DIRECTOR:**

BOARD MEETING  
10-12 JANUARY 2014

(a) Article IV Section 6 of Serra International (“SI”) states that the mandate of the Executive Director (“ED”) of is to “carry out the policies established by the board of trustees”, and also to “manage the executive office staff of SI”.

(b) The purpose of this policy is to place limits on the management authority of the ED of SI so that day-to-day management decisions of the ED that require the prior written authority of the Board of Trustees are clearly documented and understood.

(c) **Matters Requiring Special Consent from Board of Trustees.** No obligation of Serra International will be entered into, and no decision will be made, or any action taken, by the ED of Serra International except with the prior approval of the Board, with respect to any of the following:

- (i) any delegation of any power, right or duty of the ED;
- (ii) the creation of any subsidiary of Serra International;
- (iii) the purchase of any investments other than bank deposit instruments with Serra International’s current bankers;
- (iv) the taking of any legal proceedings whatsoever;
- (v) the sale, lease or other disposition of any of Serra International’s assets in any one transaction or series of related transactions not in the ordinary course of its business, or the granting of an option or other right in respect of such a sale, lease or disposition;
- (vi) the creation or assumption of any indebtedness of Serra International except for normal trade accounts payable incurred in the ordinary course of business;
- (vii) the creation or assumption of any lien, pledge, charge or other encumbrance on or the creation of any security interest in any of the assets of Serra International except for those incurred in the ordinary course of Serra International’s business;
- (viii) the creation or grant of any loan or guarantee or other form of indebtedness by Serra International to any person or corporate entity;
- (ix) any material change in the normal business operations of Serra International;
- (x) the making of agreements or entering into contracts with any person or corporate entity, or the incurring of any expenditures not in the ordinary course of business including equipment leases, or if made in the ordinary course of business the aggregate amounts payable by Serra International thereunder exceeds \$20,000;
- (xi) approval of annual plans for capital expenditures and any variations thereof;
- (xii) the acquisition of all or substantially all of the assets of any other company or business entity, or the entering into of any amalgamation, merger, partnership, joint venture or other combination with any other company or business entity, by Serra International;
- (xiii) the payment or declaration of any bonuses, retirement allowances or other such distributions to any officer or employee of Serra International; and,
- (xiv) any change of Serra International’s accountant or banker or lawyer or insurance provider.

## 9.16 DOCUMENT RETENTION

BOARD MEETING

10-12 January 2014

1. The board in order to maintain a proper record of the organization's activities, practices, financial records and legal responsibilities, hereby establishes a policy to maintain designated documents for specified periods of time.
2. The executive director shall determine where to keep these records and shall maintain the record of each document for the specified time.
3. These documents as well as their respective retention times may be modified by a majority vote of the board at any regular or special meeting or by a vote by email.
4. At the end of each fiscal year, the executive director will examine the list and, if necessary, will recommend any changes to the board that are deemed to be necessary or appropriate. The executive director may solicit advice and recommendations from our auditor, our accountant, our lawyer, or any other person who is able to give valuable input.
5. This policy shall continue in effect until and unless it is specifically modified or changed by the board.
6. The board has designated the following records to be included initially in this policy with a retention period for each of these documents:

## Document Retention Schedule

	Retention Period		Retention Period
Accident reports/claims (settled cases) .....	7 years	Minute books of directors, stockholders, bylaws, and charter .....	Permanently
Accounts payable ledgers and schedules .....	7 years	Notes receivable ledgers and schedules .....	7 years
Accounts receivable ledgers and schedules .....	7 years	Option records (expired) .....	7 years
Audit reports .....	Permanently	Patents and related papers .....	Permanently
Bank reconciliations .....	2 years	Payroll records and summaries .....	7 years
Bank statements .....	3 years	Personnel files (terminated) .....	7 years
Capital stock and bond records: ledgers, transfer registers, stubs showing issues, record of interest coupons, options, etc. ....	Permanently	Petty cash vouchers .....	3 years
Cash books .....	Permanently	Physical inventory tags .....	3 years
Charts of accounts .....	Permanently	Plant cost ledgers .....	7 years
Checks (canceled - see exception below) .....	7 years	Property appraisals by outside appraisers .....	Permanently
Checks (canceled for important payments, i.e. taxes, purchases of property, special contracts, etc. checks should be filed with the papers pertaining to the underlying transaction.) .....	Permanently	Property records, including costs, depreciation reserves, year-end trial balances, depreciation schedules, blueprints and plans .....	Permanently
Contracts, mortgages, notes, and leases (expired) .....	7 years	Purchase orders (except purchasing department copy) .....	1 year
(still in effect) .....	Permanently	Purchase orders (purchasing department copy) .....	7 years
Correspondence (general) .....	2 years	Receiving sheets .....	1 year
Correspondence (legal and important matters only) .....	Permanently	Retirement and pension records .....	Permanently
Correspondence (routine) with customers and/or vendors .....	2 years	Requisitions .....	1 year
Deeds, mortgages, and bills of sale .....	Permanently	Sales records .....	7 years
Depreciation schedules .....	Permanently	Scrap and salvage records (inventories, sales, etc.) .....	7 years
Duplicate deposit slips .....	2 years	Stenographers' notebooks .....	1 year
Employment applications .....	3 years	Stock and bond certificates (canceled) .....	7 years
Expense analyses/expense distribution schedules .....	7 years	Stockroom withdrawal forms .....	1 year
Financial statements (year-end, other optional) .....	Permanently	Subsidiary ledgers .....	7 years
Garnishments .....	7 years	Tax returns and worksheets, revenue agents' reports, and other documents relating to determination of income tax	
liability.....	Permanently	Time books/cards.....	7 years
General/private ledgers, year-end trial balance	Permanently	Trademark registrations and copyrights ..	Permanently
Insurance policies (expired) .....	3 years	Training manuals .....	Permanently
Insurance records, current accident reports, claims, policies, etc .....	Permanently	Voucher register and schedules.....	7 years
Internal audit reports (longer retention periods may be desirable) .....	3 years	Vouchers for payments to vendors, employees, etc. (includes allowances and reimbursement of employees, officers, etc., for travel and entertainment expenses) .....	7 years
Internal reports (miscellaneous) .....	3 years	Withholding tax statements .....	7 years
Inventories of products, materials, and supplies .....	7 years		
Invoices (to customers, from vendors) .....	7 years		
Journals .....	Permanently		
Magnetic tape and tab cards .....	1 year		

## 9.17 WHISTLE BLOWERS

BOARD MEETING  
10-12 January 2014

There may come a time when an employee of Serra International sincerely and reasonably believes that some approach, practice, specific action carried out by another employee, an officer, the board itself, any committee chair or member violates the law in some manner, or that a specific bylaw or constitutional provision, or policy of Serra International is in fact a violation of the law. This employee may file a written protest or complaint with the President of the Board of Trustees of Serra International. This complaint must be filed with all supporting and pertinent information relative to the complaint.

If for some reason the President is unable to receive the complaint then the complaint should be filed with the President Elect of Serra International. The employee is only protected if he or she follows the directive above in filing the complaint. The President or a committee or designated person appointed by the President must be given the opportunity to study the situation and make any necessary changes or recommendations to the board of trustees within a reasonable period of time as defined by the board. Under no circumstances will the Serra International board, officers or staff or others named in this policy retaliate against this employee who has filed the complaint assuming that this person has indeed acted on a reasonable belief that the disputed action or item was in violation of any law or public policy.

Serra International will not act against or retaliate against any employee who actually makes public or threatens to make public to the Executive Director or President any unlawful activity relative to a law, a legal statute, regulation or provision or any violations of public policy in the areas of health, safety, welfare, homeland security, environmental protection or other related important public policy considerations carried out by those mentioned in paragraph one

## 9.18 CONFLICT OF INTEREST

BOARD MEETING  
10-12 January 2014

### **Article I: Purpose**

The purpose of the conflict of interest policy is to protect Serra International's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, staff member, trustee or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to non-profit and charitable organizations.

### **Article II: Definitions**

#### 1. Interested Person

Any director, principal officer, staff member, trustee or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest as defined below, is an interested person.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: a) An ownership, or investment interest in any entity with which the organization has a transaction or arrangement, b) a comprehensive arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or c) a potential ownership investment interest, or compensation arrangement with,

any entity or individual with which the organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict only if the appropriate governing Board or committee decides that such a conflict of interest does in fact exist.

### **Article III: Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, members of committees with governing delegated powers and other involved parties of the organization which are considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person(s), that person shall leave the SI Board of Trustees meeting or their designated committee meeting while the determination of a conflict of interest is discussed and/or voted upon. The remaining Board or committee members shall decide if a conflict exists. If that person is a member of the Board or committee, he or she will not be allowed to vote in any circumstances on this action.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the SI Board or their designated committee meeting, but after the presentation, that person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the SI Board or their designated committee shall, if appropriate, appoint a disinterested person or task force to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the SI Board or its designated committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to the proposed conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the SI Board or their designated committee shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the organization's best interest, for its own benefit, and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflict of Interest Policy**

- a. If the SI Board or their designated committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.



- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the SI Board or their designated committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV: Records of Proceedings**

The minutes of the organization and all committees with Board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the SI Board's or designated committee's decision as to whether a conflict on interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V: Compensation**

- a. A voting member of the SI Board who receives compensation, directly, or indirectly, from Serra International for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the SI Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI: Annual Statements**

Each director, trustee, principal officer, staff member, and member of a committee with governing Board designated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy
- b. Has read and understands the policy
- c. Has agreed to comply with the policy, and
- d. Understands the organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII: Periodic Reviews**

To ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arms.

- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in increment, impermissible private benefit or in an excess benefit transaction.
- c. Whether outside advisers are used or not in conducting these periodic reviews, it shall be understood that it is up to the organization to make this decision and it shall be clearly understood that their use does not relieve the organization of its responsibility for ensuring periodic reviews are conducted.

## **9.19 COLLECTION OF SERRA INTERNATIONAL DUES**

BOARD MEETING  
10-12 January 2014

A full-time employee shall be responsible for invoicing and collecting dues, and maintain the financial records current.

Monthly statements shall be sent to all outstanding accounts receivable.

### **Accounts >90 days:**

That Serra International shall notify the respective District Governor of all Serra Club accounts outstanding over 90 days in his/her District.

### **Accounts >180 days:**

Serra International shall notify the District Governor and the Serra Council, as applicable, of all Serra Club accounts outstanding over 180 days.

### **Accounts >270 days:**

Serra International shall notify Serra Clubs having dues in arrears over 270 days with a Notice of Pending Suspension because of non-payment of Serra International dues.

Additionally, Serra International shall notify the District Governor and the Serra Council, as applicable, of all Notices of Pending Suspension that have been issued by Serra International for their respective Districts, because of non-payment of Serra International dues.

### **Accounts >365 days:**

Serra International shall send a Notice of Suspension to all Serra Clubs with accounts receivable outstanding over 365 days, with copies to the District Governor and the Serra Council as applicable, in accordance with Article VII Section 13 of Bylaws of Serra International.

### **Accounts owing by Councils:**

Serra International shall issue a Notice of Pending Suspension of the approval of the Serra Council's status to any Serra Council that has Serra International dues outstanding for more than 1 year.

All Serra Councils shall be required to provide an annual detailed listing of all Serra Clubs in their jurisdiction, including the name of the Club, location, and contact information for all Club Officers and the Members of each Serra Club.

## **10 ADDITIONAL POLICIES**

### **10.1 DISCLAIMER**

BOARD MEETING  
07-08 JULY 1987  
Last Update: 02 DECEMBER 1998

While Serra International encourages open discussion and expression of ideas by its members, it is understood that the positions taken by individuals do not necessarily represent those of Serra International.

### **10.2 SERRA AWARDS PROGRAM**

The following guidelines regarding the Serra Awards Program were approved:

#### **THE FATHER JUNIPERO SERRA AWARD**

- 1) For the club or district that initiated the most innovative new program (either internal or external) during the past year.
- 2) For the club or district that initiated the most innovative new application of an old program (either internal or external) during the past year.

#### **THE HARRY J. O'HAIRE AWARD**

- 1) To be presented to Harry J. O'Haire at the 1976 Annual International Convention in Chicago (coinciding with his retirement) for the exemplary dedication and example he or she has consistently demonstrated for the Serra movement.
- 2) Establishment of a subsequent program to present the award annual to the Serran who has demonstrated similar dedication.

### **10.3 SERRA NEWSLETTER AWARD**

BOARD MEETING  
26-27 JUNE 1984  
Last Update: 02 DECEMBER 1998

The Board established the Serra Newsletter award, which shall be presented to the best Serra newsletter annually.

### **10.4 TRAVEL ON BEHALF OF SERRA INTERNATIONAL**

BOARD MEETING  
12-13 JUNE 1990  
Last Update: 02 DECEMBER 1998

As a volunteer organization, Serra International depends on the non-compensated travel of Serrans from the level of International officers to grass-roots members to further its purposes and to continue its growth.

## **10.5 ENVOY TO THE HOLY SEE**

BOARD MEETING  
23 JUNE 1962  
Last Update: 12 MARCH 2010

The International Board shall appoint a representative to the Holy See and that representative shall be known as “Serra’s Envoy to the Holy See” and the appointment shall be for a three-year term.

The Board has also approved the following protocol for all Serrans who wish to visit a Sacred Congregation or other entity of The Vatican. All such visits on behalf of Serra International have to be properly coordinated through Serra’s Envoy to the Holy See. No one has the right to represent himself or herself as a member of, or a representative of, Serra International without proper credentials and introduction.

## **10.6 LISTING IN THE U.S.A. OFFICIAL CATHOLIC DIRECTORY**

BOARD MEETING  
13-15 FEBRUARY 1990  
Last Update: 02 DECEMBER 1998

Serra International will cause itself to be listed in the U.S.A. Catholic Directory.

## **10.7 ATTENDANCE OF SPOUSES OF SERRANS AT DISTRICT AND INTERNATIONAL MEETINGS**

BOARD MEETING  
12-13 JUNE 1990  
Last Update: 02 DECEMBER 1998

Recognizing that spouses of Serrans from the beginning of Serra in 1935 have been an essential element in Serra operations, requiring their active participation in programs, meetings and activities for their successful accomplishment, and fully realizing that spouses may, by their own choice, choose not to be dues paying members of Serra International, nevertheless it continues to be a major policy of Serra that spouses' presence at meetings as well as all other Serra activities is essential to the mission of Serra.

## **10.8 SERRA CLUB AND SERRA COUNCIL WEB SITES**

BOARD MEETING  
23 JANUARY 2005

All Serra Web sites shall be hosted on Serra International's Web server. Serra International shall host all Serra Council and Serra Club Web sites free of charge, and provide secure access for Serra Council and Serra Club webmasters to their respective sites.

## **10.9 WEB SITE USAGE AGREEMENT**

BOARD MEETING  
13 MARCH 2010

### **PARTIES**

The parties to this agreement (hereafter, “Agreement”) are a Serran, Serra Club, Serra District, Serra Council, or Visitor (hereafter, “Users”) and Serra International (hereafter, “Serra”).

### **TERMS OF SERVICE**

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- Users shall not upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless Users own or control the rights thereto or have received all necessary consents.
- Users shall not upload files that contain viruses, corrupted files, or any other similar software or programs that could possible damage the operation of the computer of any other party.
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