

Connecticut LEGO® User Group Bylaws

Change Log

Version	Change Type	Modifier(s)	Date
1.0	Initial Writing, articles and provisions	Stacey Camille Panczak	01/01/2019
1.1	Content Revision, added articles and provisions	Stacey Camille Panczak	01/01/2020
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1.3	Content Revision, added Conflict of Interest Policy	Stacey Camille Panczak	10/03/2021
1.4	Content Revision, modification of the Conflict of Interest Policy terms and conditions	Stacey Camille Panczak	10/23/2021
1.5	Content Revision, added period of online voting forms availability	Stacey Camille Panczak Nicholas Campbell	10/26/2021
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1.7	Content Revision: modified Article V, Section 1, Subsection 2, and Article V, Section 3, Subsection 1a to associate eligibility for Board roles of President and Vice President with a minimum one (1) year of continuous Active Adult Membership over the course of the year prior to the then term election, and to add the nomination requirement of nominee interview with the then ConnLUG President, or ConnLUG Vice President, or Community Ambassador before ratification of the nominee eligibility for election.	Stacey Camille Panczak Nicholas Campbell Shane Press Ivan Santana	03/23/2022
1.8	Content Revision: modified all references to “LEGO Ambassador” by renaming to “Community Ambassador” per LAN requirements.	Stacey Camille Panczak	08/27/2023

These bylaws are in effect and are fully executed as of:	January 1, 2022
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I. Article I – NAME

A. Organization Name

1. The name of the organization is, “ConnLUG: The Connecticut LEGO User Group”, hereafter referred to as “ConnLUG”, and is a Recognized LEGO User Group in the state of Connecticut.

B. Terms

1. Herein, the terms “Organization” and “Organizational” will be used interchangeably with, and specifically when referring to, ConnLUG.

C. Legal Name

1. For all official state, federal, tax, and financial documentation, and as it relates to the Organization’s legal name as a nonprofit corporation, the Organization shall be named and referred to as “ConnLUG, Inc.”

II. Article II – PURPOSE

A. Primary Purpose

1. The primary purpose of ConnLUG is to promote creativity and the enjoyment of LEGO brand products amongst adult and teen fans of such products, hereafter referred to as “AFOLs” and “TFOLs” respectively, in and around the Connecticut area.

B. Objective

1. ConnLUG and its members seek to provide a meaningful and enriching service to the community through public displays of LEGO creations and the facilitation of such displays at LEGO building events and non-LEGO events for the benefit of ConnLUG members and the general public.

C. Dedication

1. ConnLUG is dedicated to furthering the appreciation and enjoyment of building with LEGO® brand products within our communities. We support and strive to inspire others to bring their ideas to life by using the LEGO medium. We encourage all LEGO enthusiasts from all building styles and backgrounds to join us in the endeavor of cultivating imagination and creativity through building with LEGO.

III. Article III – MEMBERSHIP

A. Section 1 – Categories of Membership

1. Adult Fans of LEGO, or “AFOLs”; Adult Members of ConnLUG
 - a) An Adult Member of ConnLUG is:
 - (1) Anyone eighteen (18) years of age or older who voluntarily engages with ConnLUG by subscribing to ConnLUG membership through website registration, and,
 - (2) Who voluntarily pays annual, per-member dues in the amount of forty-eight dollars (\$48.00) per annum, and,

- (3) Who remains in good standing with ConnLUG by way of a paid annual membership and participation in ConnLUG meetings, gatherings, or events, public or private.
- 2. Teen Fans of LEGO, or “TFOLs”; Junior Members of ConnLUG
 - a) A Junior Member of ConnLUG is:
 - (1) Anyone whose age is between thirteen (13) and seventeen (17) years of age, and,
 - (2) Who voluntarily engages with ConnLUG by subscribing to ConnLUG membership through website registration, and,
 - (3) Who voluntarily pays annual, per-member dues in the amount of forty-eight dollars (\$48.00) per annum, and,
 - (4) Who remains in good standing with ConnLUG by way of a paid annual membership and participation in ConnLUG meetings, gatherings, or events, public or private, and,
 - (5) Who is actively engaged with ConnLUG as a valid member in good standing throughout the term of their membership.
 - b) Junior Members of ConnLUG are entitled to participate in and engage with other ConnLUG Members in all aspects and benefits of ConnLUG membership except:
 - (1) Voting in Board Member and committee elections, and,
 - (2) Participation in the LUGBULK program, and,
 - (3) Any and all activities restricted to persons age eighteen (18) or older in the State of Connecticut, or any state in which activities in which ConnLUG is participating are restricted to persons age eighteen (18) or older.
 - c) Junior Members of ConnLUG are permitted to register for access to ConnLUG resources, including but not limited to the ConnLUG website, ConnLUG Discord server, ConnLUG social media platforms, or other as-of-yet developed ConnLUG resources using parental or guardian information under the supervision of said parent(s) or guardian(s) and exclusively with the permission of said parent(s) or guardian(s) to do so.
 - d) All Junior Members of ConnLUG are required to be accompanied by a legal parent or guardian age eighteen (18) or older when attending all ConnLUG meetings, gatherings, and events, both in person and online, and must remain with the legal parent or guardian for the duration of the meeting, gathering, or event, both in person or online.
 - e) Junior Members of ConnLUG, who are actively engaged with ConnLUG as valid members in good standing prior to and during the calendar month of their birth, will automatically become Adult Members of ConnLUG on the day of their eighteenth (18th) birthday, provided that their ConnLUG membership remains in good standing by way of a paid annual membership and participation in ConnLUG meetings, gatherings, or events, public or private.

B. Section 2 – Validity and Dues

- 1. All ConnLUG memberships are valid for one (1) calendar year or 365 days from the date of initial registration and membership dues payment or membership renewal. Adult and Junior Members are only considered to be in good standing when their annual memberships are paid in full at the time of registration or renewal and through their participation in ConnLUG meetings, gatherings, or events, public or private..
- 2. The cost of an annual membership in ConnLUG is forty-eight dollars (\$48.00) USD per member per calendar year. Annual dues are subject to change and any such change requires

- notice of such change in writing to all active ConnLUG members at the time that such a change is approved for implementation.
3. Annual dues may be paid at the time of registration or renewal on the ConnLUG website registration page via EFT or PayPal, or in-person by cash or personal check made out to "ConnLUG, Inc."
 4. Any ConnLUG member who permits their paid annual ConnLUG membership to expire or lapse after a period of one (1) calendar year or 365 days of validity will have their ConnLUG membership considered to be expired and no longer in good standing, and any and all rights and privileges granted to them previously through ConnLUG membership will be immediately revoked until such time as their ConnLUG membership is restored to good standing.
 5. Membership dues, paid at registration or as part of an annual membership renewal are non-refundable once paid.

C. Section 3 – Membership Benefits

1. Adult Members of ConnLUG in good standing, who participate in ConnLUG meetings, gatherings, or events, public or private, and who are actively engaged with ConnLUG as valid members in good standing for a period of one calendar year (365 days) or more are eligible to participate in the following ConnLUG programs during the period of their eligibility:
 - a) The LEGO LUGBULK Program,
 - b) Project Support,
 - c) Distribution of LUG support for supported events,
 - d) AFOL Shopping Days on a quarterly basis,
 - e) Receipt of a digital AFOL designation, recognizing their RLUG affiliation,
 - f) All ConnLUG Quarterly Build Challenges,
 - g) All ConnLUG LUG Build Challenges (ad hoc build challenges),
 - h) MOC-and-Tell (discussion of MOCs created by ConnLUG builders),
 - i) All voluntary monthly set drafts, and,
 - j) All ConnLUG displays, public and private.
2. Junior Members of ConnLUG in good standing, who participate in ConnLUG meetings, gatherings, or events, public or private, and who are actively engaged with ConnLUG as valid members in good standing for a period of one calendar year (365 days) or more are eligible to participate in all of the same ConnLUG programs as Adult Members of ConnLUG except:
 - a) The LEGO LUGBULK Program,
 - b) Project Support,
 - c) AFOL Shopping Days on a quarterly basis, and
 - d) Receipt of a digital AFOL designation, recognizing their RLUG affiliation.

D. Section 4 - Separation

1. An Adult or Junior Member of ConnLUG may voluntarily withdraw from or be involuntarily removed from ConnLUG membership in the following ways:
 - a) Voluntarily - a Member may choose to leave ConnLUG of their own volition at any time for any reason without question or repercussion.
 - b) By majority vote - The Administrative Board of Directors may vote to remove a Member of ConnLUG from Organizational membership for:
 - (1) violations of Organizational rules and regulations,
 - (2) violations of the non-discrimination policy,

- (3) actions which harm the Organization or its members financially, physically, or by reputation,
- (4) Profiteering or reselling of LUG Support, Project Support, or LUGBULK benefits.
- c) One warning will be issued to any member who violates the conditions of Section 4, Paragraph 1, Subsection b, condition (1), before separation actions are taken.
- d) Evidence of actions consistent with the conditions of Section 4, Paragraph 1, Subsection b, conditions (2), (3), and/or (4) will result in immediate termination of ConnLUG membership without prior warning.

IV. Article IV – VOTING

A. Section 1 - General Voting Rules

1. Adult Members of ConnLUG are eligible and encouraged to vote on matters brought before the general body of ConnLUG Members as a whole, by and at the discretion of the ConnLUG Administrative Board of Directors, for voting and decision making.
2. Public ConnLUG Member voting will be carried out in the following manner:
 - a) General Matters:
 - (1) Any matter, including but not limited to those matters pertaining to the structure, form, function, operation, management, engagement, membership, membership requirements, membership benefits, or another aspect of ConnLUG not previously mentioned may be brought before the Officers of the Administrative Board of Directors for consideration.
 - (2) Matters brought before the Board of Directors will be thoughtfully and objectively considered before they are presented to the Adult Members of ConnLUG for voting and ratification.
 - (3) The Board of Directors will be responsible for presenting any and all matters being considered for a vote by the members of ConnLUG to those members in writing, identifying the matter to be decided, the impact to the Organization, the period of validity for the voted upon matter, and the date(s) on which the matter decided will go into effect.
 - b) Election of Officers of the ConnLUG Board of Administrators:
 - (1) Shall be conducted in accordance with Article V, Section 3 of these bylaws exclusively.
 - c) Quorum:
 - (1) For any motion to carry, being considered accepted or voted for in the positive, the motion must be carried, accepted, or voted for in the positive by majority vote of the general pool of the voting Members of ConnLUG.
 - (2) A vote for any matter, in which two-thirds (2/3) of the voting body of the Members of ConnLUG are present for or for which votes are cast, shall constitute a majority vote.

B. Section 2 - Voting Methodology:

1. Members of ConnLUG who wish to cast their votes for any and all matters will do so by authenticated, monitored, and managed electronic voting via online survey.
2. Any member of the ConnLUG Board of Directors may conduct an electronic vote on general matters, in conjunction with and by approval of the other members of the Board.

3. All Adult Members of ConnLUG will be provided written notice of the availability of online forms for voting. Online voting forms will be available and open to all Adult Members of ConnLUG for not less than fourteen (14) days from initial notification.
4. All voting results shall be presented in a public forum for review by all Members of ConnLUG for a period of not less than one (1) month after voting on the matter has concluded.

V. Article V - OFFICERS OF THE ADMINISTRATIVE BOARD OF DIRECTORS

A. Section 1 – Number and Titles

1. The executive team of ConnLUG officers which administers and represents ConnLUG as an Organization and its members as a governing body shall be known as the Administrative Board of Directors, (Officers), hereafter referred to as, “the Administrative Board”, “the Admin Board”, “the Board of Directors”, and/or “the Board” interchangeably.
2. Eligibility for Office: To be eligible for an officer position, an individual must be a member in good standing for the roles of Treasurer and Secretary, or a member in good standing for at least one (1) year for the roles of ConnLUG President and ConnLUG Vice President, and be current on their annual dues, and have met the requirements of Adult Member status, and conduct a nominee interview with the then ConnLUG President, or ConnLUG Vice President, or Community Ambassador who must confirm the member’s eligibility for the role sought by their nomination. Officers are expected to and required to attend the majority of monthly meetings and Board meetings in a calendar year.
3. Officer positions will include exclusively four (4) voting board members: ConnLUG President, ConnLUG Vice President, ConnLUG Treasurer, and ConnLUG Secretary, and one (1) non-voting Board member: Community Ambassador.
4. Officers will serve as members of the Administrative Board of Directors whose responsibility is to jointly make decisions on behalf of the Organization and its members, vote on and implement Organizational policies, and oversee and manage the Organization on a day to day basis. A majority vote of the Administrative Board will determine the course of action in all cases of Organizational decision making and voting.
5. Non-administrative positions may be created at the discretion of the Administrative Board for purposes of delegating Organizational responsibilities to eligible, capable, and willing Adult Members of ConnLUG. Non-administrative positions will not participate in voting or the decision making process of the Administrative Board.

B. Section 2 – Tenure and Term

1. Officers of The Board will serve in their elected positions as follows:
 - a) The positions of ConnLUG President and ConnLUG Vice President will be held by the members elected for a period of three (3) years from the initial election date, and then will follow a three (3) year election cycle thereafter.
 - b) The position of ConnLUG Treasurer will be held by the member elected for a period of two (2) years from the initial election date, and then will follow a two (2) year election cycle thereafter.
 - c) The position of ConnLUG Secretary will be held by the member elected for a period of one (1) year from the initial election date, and then will follow a one (1) year election cycle thereafter..
2. Due to the complexity and difficulty of electing and training a ConnLUG member for the role of Community Ambassador, the Community Ambassador will fill their role until they decide to formally step down as Community Ambassador or the voting members of the

Administrative Board vote for the removal of the current Community Ambassador by majority vote.

3. There shall be no term limits imposed upon elected officers of the Board of Directors, as the members of ConnLUG shall be afforded the opportunity to directly decide on their elected representatives to the Board by their vote during election cycles.

C. Section 3 – Method of Nomination and Election

1. Nomination for Officer Positions:
 - a) Any ConnLUG member who meets the general eligibility requirements of an Adult Member of ConnLUG in good standing, or an Adult Member of ConnLUG in good standing for a minimum of one (1) year for the roles of ConnLUG President and ConnLUG Vice President, at the time of an election may declare their intent to run for an officer position. An eligible candidate must be officially nominated and their nomination seconded by another Adult Member of ConnLUG, after which a prospective nominee must conduct an interview with the then ConnLUG President, or ConnLUG Vice President, or Community Ambassador to certify their eligibility to run for an Officer position.
 - b) Any Adult Member of ConnLUG may declare their intent to run for an officer position by nominating themselves for any available role, so long as their nomination is seconded and ratified by another Adult Member of ConnLUG.
2. Holding Elections for the positions of the Officers of the Administrative Board:
 - a) As a non-voting Board member, the Community Ambassador shall be responsible for conducting, administering, and overseeing the Board member nomination and election process.
 - b) The Community Ambassador shall formally announce the available officer positions for the Board of Directors through electronic means, including title, roles, responsibilities, and requirements.
 - c) The Community Ambassador will provide written notice to all Adult Members of ConnLUG through electronic means, of all eligible candidates and nominees for available Board positions.
 - d) The Community Ambassador will ratify all eligible nominations for available Board positions and present such nominations in writing through electronic means for public review by all Adult Members of ConnLUG.
 - e) The Community Ambassador will provide to all Adult Members of ConnLUG, through electronic means, the opportunity and ability to cast their vote for the nominees of their choosing for the available Officer positions.
 - f) The Community Ambassador will be solely responsible for counting all votes for nominees in all Board member elections and will publicly post and certify through electronic means the results of all elections once completed.
 - g) The Community Ambassador is ineligible to vote for any nominee in any Board member election so long as they hold the Community Ambassador role.
3. The position of Community Ambassador will only be made available for nomination and election at such times as when the then current Community Ambassador has formally declared that they will step down or if the then current Community Ambassador is removed by majority vote of the Administrative Board.
 - a) Any Adult Member in good standing may nominate themselves or another member for the role of Community Ambassador when the position is vacant, provided that the nominee is an Adult Member in good standing.

- b) The Board will vote to certify the nominated member for the position of Community Ambassador. Community Ambassador nominees are not permitted to vote for themselves in Community Ambassador elections.

D. Section 4 – Resignation and Removal from Office

1. Resignation - any member of the ConnLUG Board of Administrators may, at their discretion, voluntarily withdraw from membership in and duties of the Board. Resignation from the Board of Administrators will be handled in the following manner:
 - a) A Board member may identify their intent to resign from the Board by submitting their intent to resign to the other members of the Board in writing, including the effective date of their resignation.
 - b) A Board member who resigns from the Board of Administrators shall not be penalized in any way on account of their resignation, and shall be permitted to maintain their membership in ConnLUG as a regular member of the general body of ConnLUG members, provided that they adhere to and meet the criteria for an Adult Member of ConnLUG in good standing.
 - c) Any Board member who resigns from their position as an Officer of the Board of Administrators shall immediately lose all rights and privileges associated with that position and shall be ineligible to seek nomination or election to the same or another Officer position on the Board of Administrators for a period of one (1) year from the time of their resignation.
2. Removal from Office - any member of the ConnLUG Board of Administrators may be involuntarily removed from their position as an Officer of the Board by a majority vote of the other Board members for any of the following reasons individually or combinations thereof:
 - a) Failure to perform the duties and responsibilities associated with their position, or,
 - b) Misconduct or behavior that constitutes any action contrary to the best interests of the Organization, or,
 - c) Misconduct or behavior that constitutes any deliberate action to harm or subvert in any way another Board member or member of ConnLUG at large, or,
 - d) Misappropriation or misuse of ConnLUG assets, funds, supplies, materials, property, or access to any of the above for personal gain or to provide favors to others, or,
 - e) Violations of the ConnLUG Non-Discrimination Policy, or,
 - f) Any of the conditions described in Article III, Section 4, Paragraph 1 of these Bylaws.
3. Any member of the Board who is involuntarily removed from their position by majority vote of the other Board members is immediately stripped of all rights, privileges, access to resources and assets, and authority associated with their position and shall be permanently ineligible to seek nomination or election in any role as an Officer of the ConnLUG Board of Directors.
4. Any member of the Board who is involuntarily removed from their position by majority vote of the other Board members will, at the time of their removal, return to a status of Adult Member of ConnLUG, provided that they meet the requirements of an Adult Member of ConnLUG in good standing, and remain so throughout the period of their then current membership.

VI. Article VI – DUTIES OF THE OFFICERS

A. All ConnLUG Board of Directors Officers

1. All officers of the ConnLUG Board of Directors are responsible for the following:

- a) maintaining a safe, communicative, collaborative, and positive environment for the members of ConnLUG to participate in,
- b) supporting members of ConnLUG by encouraging enthusiasm and creativity through challenges, events, and meetings,
- c) immediately addressing any and all violations of the Organizational rules and regulations and or non-discrimination policy,
- d) working together to manage and administer the Organization as representatives of and on behalf of the members of ConnLUG.

B. ConnLUG President

1. The ConnLUG President is responsible for the management of the Organization and oversees the Board of Directors, and its activities, as its senior representative.
2. The ConnLUG President collaborates with the other members of the Board of Directors to define, ratify, and implement Organizational policies and procedures pertaining to the Board, its members, non-Board members, and the Organization at large.
3. The ConnLUG President recommends and appoints ConnLUG members to non-Board positions as may be required to meet the needs of the Organization from time to time. All such appointments are approved through a majority vote of the Board.
4. The ConnLUG President conducts and oversees all Organizational meetings, including but not limited to, monthly meetings and Board meetings.
5. The ConnLUG President is the primary point of contact for the Organization and also for public requests for information through Organizational media. The President will bring all requests for information before the Board for discussion as needed.
6. The ConnLUG President manages and presides over all non-Board committees, their chairpersons, and their members.
7. The President initiates disciplinary actions for Members of ConnLUG, committee members, and other members of the Board.
8. The ConnLUG President assumes the full authority and responsibilities of the Community Ambassador in the event that the position is vacant, the Community Ambassador voluntarily resigns, or the Community Ambassador is involuntarily removed from their position by majority vote of the Board. The assumption of the authority and responsibilities of the Community Ambassador in no way modifies the authority or responsibilities of the position of ConnLUG President, and such an assumption is an augmentation to, not replacement of, their existing duties.

C. ConnLUG Vice-President

1. The ConnLUG Vice President acts in the stead of the ConnLUG President in the case that the ConnLUG President is not able to be present for meetings, Board meetings, decisions, or events, and acts on behalf of the ConnLUG President in the case that the ConnLUG President is unable to perform the duties of their role.
2. The ConnLUG Vice President assists the ConnLUG President in the daily management of the operations of the Organization and takes on delegated responsibility as determined by the ConnLUG President.
3. The ConnLUG Vice President is responsible for maintaining and managing the cumulative list of ConnLUG Members, and is responsible for collaboration with the ConnLUG Treasurer on matters of dues, financial standing, and expenditure.
4. The ConnLUG Vice President assists the ConnLUG Secretary in the duties of scheduling and coordinating meetings, and their dates, times, locations, and agendas.

5. The ConnLUG Vice President assists the Community Ambassador with documenting meeting attendance and event details and reporting those details as required on the Community Ambassador Network.
6. The ConnLUG Vice President assists the ConnLUG President in the management of all non-Board committees and their activities.
7. The ConnLUG Vice President reports directly to the ConnLUG President and takes direction from the ConnLUG President.

D. ConnLUG Treasurer

1. The ConnLUG Treasurer is the primary fiduciary of the finances of the Organization and is responsible for the management of the operating budget, allocating Organizational funds, and all income and expense accounts.
2. The ConnLUG Treasurer maintains accurate and thorough financial records of all Organizational finances, including but not limited to:
 - a) Bank and credit accounts,
 - b) Organizational expenditures and budgets,
 - c) Received gifts and donations,
 - d) Organizational income, grants, and compensations.
3. The ConnLUG Treasurer is responsible for filing accurate and timely federal, state, and local paperwork with the appropriate and required agencies for all taxes and tax exemption, operating budget reports, and annual compliance documentation.
4. The ConnLUG Treasurer reports directly to the ConnLUG Vice President and takes direction from the ConnLUG Vice President and ConnLUG President.

E. ConnLUG Secretary

1. The ConnLUG Secretary is responsible for accurately documenting, storing, and publishing all meeting minutes, Board meetings, events and event attendance, and monitoring compliance with the bylaws of the Organization.
2. The ConnLUG Secretary works with the Community Ambassador to document and report all required LUG information, meeting details, and event details to The LEGO Group through and in cooperation with the Community Ambassador.
3. The ConnLUG Secretary reports directly to the ConnLUG Vice President and takes direction from the ConnLUG Vice President and ConnLUG President.

F. Community Ambassador

1. The Community Ambassador serves as the primary means of communication between The LEGO Group and members of ConnLUG.
2. The Community Ambassador is responsible for being aware of the requirements of maintaining Recognized LEGO User Group (RLUG) status as set forth by The LEGO Group and assisting ConnLUG to adhere to those requirements.
3. The Community Ambassador communicates opportunities and pertinent information from The LEGO Group and the Community Ambassador Network (LAN) to the members of the Organization.
4. The Community Ambassador is responsible for reporting ConnLUG activity, including individual event reports, yearly activity reports, and applications for support programs as required by The LEGO Group.

5. The Community Ambassador is responsible for maintaining an inventory of support acquired from The LEGO Group and distributing support to members for participation in ConnLUG meetings and events.
6. The Community Ambassador will serve to initiate, manage, conduct, and oversee elections for Officer positions on the Administrative Board as an impartial party for the exclusive purpose of electing Board members.
7. The Community Ambassador reports directly to the ConnLUG President and takes direction from the ConnLUG President.

VII. Article VII – MEETINGS

A. Section 1 – Time and Place

1. Regular meetings of the Members of ConnLUG and their guests shall be held monthly on the third Saturday of every month from 1:00 PM to 3:00 PM, unless otherwise posted or agreed upon at a prior meeting.
2. Meeting location, which will be determined by the Board of Directors not less than one month or thirty (30) calendar days before the scheduled meeting date, will not occur outside the state of Connecticut.
3. Notice of meetings, both public and private, will be posted on the online calendar of the ConnLUG website and also in the Discord communication platform.
4. Irregular meetings will take place from time to time and will be posted to the online calendar with as much advance notice as can be provided at the time of such meetings.

B. Section 2 – Meeting Cadence

1. Regular meetings of the Members of ConnLUG and their guests will generally include some or all of, but not limited to, the following activities:
 - a) Meeting agenda,
 - b) Organizational business and matters,
 - c) Event recaps,
 - d) Event planning,
 - e) Committee reports,
 - f) Announcements,
 - g) Voluntary set draft,
 - h) Voluntary set review,
 - i) Voluntary MOC and Tell,
 - j) Voluntary Quarterly Build Challenges,
 - k) Voluntary Ad-Hoc Monthly Build Challenges,
 - l) Voluntary minifigure and/or parts trading, and
 - m) Other special events as may arise from time to time.

C. Section 3 - Board Meetings

1. Meetings of the Administrative Board of Directors of the Organization will be held quarterly on a regular basis. Meeting dates and times will be publicly posted to the online calendar. Meetings are closed to the public and the general body of ConnLUG Members.
2. Additional Board meetings will be scheduled on an as-needed basis to address administrative actions including but not limited to:

- a) Appointment and dismissal of Board members,
 - b) Appointment and dismissal of committee members,
 - c) Appointment and dismissal of the Community Ambassador,
 - d) Public and private event planning,
 - e) Financial planning and reporting, and
 - f) Disciplinary actions.
3. The ConnLUG Secretary will record the meeting minutes of all present Board Members and transcribe the meeting minutes into electronic format. The meeting minutes will be posted on the ConnLUG website not later than ninety (90) days after the conclusion of the Board meeting, granting access to Active ConnLUG members only.

VIII. Article VIII – OFFICIAL RLUG STATUS

- A.** ConnLUG will strive to maintain official status as an RLUG (“Recognized LEGO User Group”) as per The LEGO Group and the Community Ambassador Network. Any requirement for ConnLUG to maintain status as or become an official RLUG will supersede these bylaws in the case of conflicting statements or ambiguity.
- B.** The Community Ambassador is responsible for awareness of RLUG status requirements, Tier status, and assisting ConnLUG with adherence to RLUG requirements.

IX. Article IX – EARNINGS AND ASSETS

- A.** All earnings and assets, including but not limited to, those earnings and assets received in the form of monetary compensation from membership dues, monetary donations and gifts to the Organization, payment from additional parties for public or private event attendance or participation, and/or public or private grants or endowments are the exclusive property of the Organization. No ConnLUG Member or additional party may lay claim to such assets.
- B.** LUG Support, Project Support, or annual support of any kind as provided to ConnLUG by The LEGO Group, is the exclusive property of the Organization. No ConnLUG Member or additional party may lay claim to such support.
- C.** LEGO assets, including but not limited to, LEGO sets, LEGO elements and parts, LEGO paraphernalia, custom engraved or printed LEGO elements, display materials and hardware, retail or custom tables, computer equipment and software, marketing materials, and other materials used exclusively by and for the Organization in the due course of running and maintaining the Organization are the exclusive property of the Organization. No ConnLUG Member or additional party may lay claim to such assets.
- D.** ConnLUG does not and will not lay claim to any property or assets which belong to individual ConnLUG Members with the sole exception being that property or those assets which have been donated to the Organization by ConnLUG Members or additional parties with no expectation of compensation or return of such property or assets.
- E.** ConnLUG Members and additional parties are not and will not be eligible to receive compensation of any kind for holding office or serving on the Board.
- F.** All earnings and assets, as described in paragraphs **A**, **B**, and **C** above cannot and will not be sold or otherwise transferred as compensation to any ConnLUG Members or additional parties. The disbursement of support received from the LEGO Group is at the sole discretion of the ConnLUG Board, in accordance with the ConnLUG policy of ConnLUG Member rewards for participation in official ConnLUG events and activities.

X. Article X – INDEMNIFICATION

- A.** The Organization shall indemnify any person who is or was a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or Officer of the Organization, against expenses (including attorneys’ fees), liability, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if such person:
 - 1. conducted themselves in good faith, and,
 - 2. Reasonably believed, in the case of conduct in their official capacity with the Organization, that their conduct was in the best interests of the Organization, and, in all other cases, that their conduct was at least not opposed to the best interests of the Organization, and,
 - 3. With respect to any criminal proceeding, had no reasonable cause to believe that their conduct was unlawful.
- B.** No person shall be entitled to indemnification under this **ARTICLE X** either:
 - 1. In connection with a proceeding brought by or in the right of the Organization in which the Director or Officer was adjudged liable to the Organization, or,
 - 2. In connection with any other proceeding charging improper personal benefit to the Director or Officer, whether or not involving action in their official capacity, in which they are ultimately adjudged liable on the basis that they improperly received personal benefit.
- C.** Indemnification under this **ARTICLE X** in connection with a proceeding brought by or in the right of the Organization shall be limited to reasonable expenses incurred in connection with the proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction shall not of itself create a presumption that the person did not act in good faith or otherwise failed to meet the standard of conduct set forth in this **ARTICLE X**.

XI. Article XI - NON-DISCRIMINATION POLICY

- A.** ConnLUG, the Organization, its officers, and its members do not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation, neurodiversity, or military or veteran status, in any activities or operations. These activities include, but are not limited to, hiring and firing of staff and board members, selection of volunteers and vendors, and provision of services by the Organization. ConnLUG is committed to providing an inclusive and welcoming environment for all members of the Organization, patrons, volunteers, vendors, and guests.

XII. Article XII – CONFLICT OF INTEREST POLICY

- A.** In accordance with these bylaws, ConnLUG will maintain and certify per annum a conflict of interest policy (the “Policy”).
- B.** All Officers of the ConnLUG Board of Directors are required to review and attest in writing to the provisions and conditions of the ConnLUG, Inc. Conflict of Interest Policy before taking office and each year for which they hold office on the first quarterly board meeting.
- C.** The Policy is integrated into these bylaws as an addendum, located in a separate document titled, “ConnLUG, Inc. Conflict of Interest Policy”.

XIII. Article XIII – MODIFICATION OF BYLAWS

- A.** These bylaws are a dynamic document meant to reflect the best interests of ConnLUG at any given time, and are therefore meant to be changed from time to time in support of those interests. Modification of these bylaws will happen when a change is proposed in writing by any

Adult Member of ConnLUG to the Officers of the Board of Administrators, at which point it may be introduced by the Officers of the Board during regular or special session Board meetings for consideration, voting, and acceptance.

1. Modification of the bylaws requires a majority vote by the Officers of the Board.
2. ConnLUG bylaws will be reviewed for validity and accuracy at a minimum of one (1) time per annum as part of the regular quarterly board meetings cadence. This review will take place at the first quarterly board meeting in the calendar year. If circumstances or board member absences prevent the review of the bylaws at the first quarterly board meeting, the review will take place at the second quarterly board meeting in the calendar year. All voting ConnLUG Board members must be present and included in any discussions that will result in material changes to the bylaws.