

## **ARTICLE I: GENERAL**

- Section A: The official name of the organization operating under these By-Laws shall be the Northside Booster Association (NBA)
- Section B: The purpose of this organization shall be to aid and support the athletic and band programs of all Northside Independent School District (NISD) high schools through income from the concession sales at:
1. All NISD venues held at the Don Hardin Athletic Complex, the Paul Taylor Field House, the Dub Farris Athletic Complex, Northside Tennis Center and Harlan District Gym (“the Athletic Facilities”) and any future NISD venues.
  2. Any non-NISD venues where the district has leased the athletic facilities to a non-district organization unless the NISD allows the non-district organization to operate their own concession stand; bring in their own supplies and set up.
- Section C: It shall be the objective of this organization to:
1. Staff concession sales at all NISD sporting events to maximize the net revenues generated from sales.
  2. Work with District and High School to optimize the students’ experiences.
- Section D: These by-laws shall govern all proceedings of the NBA except as otherwise provided by the rules and regulations of NISD. In the event of a conflict between these by-laws and the rules and regulations of NISD, the latter rules and regulations shall prevail.
- Section E: The NBA’s fiscal year shall align with NISD’s Fiscal calendar year, currently September 1<sup>st</sup> through August 31<sup>st</sup>.
- Section F: Financial disbursements determined by NISD and agreed upon by the NBA will be after the 2<sup>nd</sup> and 4<sup>th</sup> quarters of the Fiscal Year.
- Section G: The NBA shall keep minutes of the proceedings of all meeting and actions. The NBA shall keep a current list of contact information for all members.
- Section H: The NISD Superintendent or his appointed representative, usually the Executive Athletic Director, shall have the power to veto over the NBA.

## **ARTICLE II: MEMBERSHIP**

- Section A: Non-voting NBA Member: is an active voting Athletic, Band Booster Club member, or a school alumni who is in good standing with their club and who agrees to abide by the By-Laws of this organization may become a non-voting member.
- Section B: Voting NBA Member: the Athletic and Band Booster Presidents and the Athletic and Band booster Concessions Chairpersons from all NISD high school (or their appointed member) who is in good standing with their respected clubs will participate in the NBA and are considered voting members. Each booster organization shall have a maximum of two voting members.
- Section C: Any new NISD high school that open will be a member of the NBA once the varsity program has been established and coincides with the NBA 's fiscal year. A club must notify the NBA within thirty (30) days if a NBA member is no longer a member of the club. The club must also provide the replacement name and contact information.
- Section D: Honorary, non-voting members shall consist of the following persons:
1. The NISD Athletic Director
  2. The NISD Fine Arts Director
  3. The NISD Concessions Coordinator
- Section E: The NBA may, by a 2/3s vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership if:
1. The member violates the by-laws of the NBA.

## **ARTICLE III: OFFICERS**

- Section A: The following elected officers shall serve a one-year period, June 1<sup>st</sup> through May 31<sup>st</sup> and remain in office until June's NBA Meeting only as an advisor to assist in the transition to the new officers. Each officer may not serve in the same position for more than two consecutive terms and must be a voting member of the NBA.
1. President: The President shall be the principal executive officer of the NBA. He/she shall preside at all the meetings of the NBA. He/she shall enforce the provisions of the By-Laws and maintain custody of the By-Laws and other official documents of the NBA.
  2. Vice President: The Vice President shall assume the duties of the President in the President's absence. In the event the President position is vacant, the Vice President shall assume the presidency until an election can be held in accordance with Article IV of these By-Laws. He/she shall perform any tasks assigned by the President of the NBA.

3. Secretary: The Secretary shall record and maintain minutes of all meetings and shall make available to all members copies of the official minutes of the preceding meeting. He/she shall ensure that notices are duly given in accordance with the provisions of these by-laws or as required by law, shall be the custodian of the NBA's minutes, shall keep a record of each members' contact information, shall develop correspondences as required and shall prepare reports as required.

## **ARTICLE IV: ELECTIONS**

- Section A: Officers listed in Article III shall be elected in May and installed at the June meeting of the NBA.
- Section B: The President shall form a nominating committee at the February meeting, consisting of three persons who are NBA members. The President shall not be a member of the nominating committee. The nominating committee shall nominate at minimum one candidate for each position listed in Article III, presenting the committee's recommendation at the May meeting. Nominations from the floor shall be accepted at the May meeting with the consent of the person(s) nominated. Each candidate must be a voting member of the NBA for the upcoming fiscal year.
- Section C: In the event an office becomes vacant, a replacement shall be selected by 2/3's vote of the NBA.
- Section D: Any elected officer may be removed from office by 2/3s vote of the NBA.

## **ARTICLE V: MEETINGS**

- Section A: Regular meetings will be held of the 2<sup>nd</sup> week of each of the following months – August, November, February, May and June. Notice by e-mail of the date will be provided to all NBA members prior to that months' meeting.
- Section B: Special meetings of the NBA may be called by the President or at the written request of ten (10) members of the NBA. Notice and purpose of such special meetings shall be advised to each member by telephone or e-mail, as circumstances permit. No other topics will be discussed at the special meeting.
- Section C: Business at all regular and special meetings shall be conducted in accordance with 2/3s vote of the voting members present. A quorum is required to transact the business of the NBA and shall consist of 2/3s of the NBAs voting members.

Section D: If the clubs' voting members miss one meeting, then the athletic or band director of the club will be notified. Any additional meetings missed will result in a fine of that club per Amendment A.

## **ARTICLE VI: CONCESSIONS**

Section A: Each NISD Booster organization that has at least one member in the NBA shall actively participate in the NBA's support of NISD concessions at all the NISD athletic facilities of each type. Every Booster organization will be assigned the same number of football, volleyball, baseball, track etc., events so that the work related to concession activities is equally divided among all participants. Any unscheduled events held at any NISD athletic facilities would be assigned to the first available club.

Section B: Each NISD Booster organization that participates in the NBAs NISD concessions activities shall receive an equal share of the net revenue from the concessions activities. Net revenue is defined as all proceeds from the sale of goods less the cost of the goods and district services as defined in the concessions agreement used to provide concession. Net revenue will be reported to all members of the NBA as available via the NISD Business Department.

Section C: The Club President or appointed designee, and the Concessions Chair or appointed designee of the assigned club shall be present at every large venue (10+ Volunteers) concessions activity assigned to their particular booster organization to ensure the accurate inventory control and accounting of the events proceeds.

Section D: Each NISD Booster organization that participates in the NBAs NISD concessions activities shall receive their scheduled disbursement of net revenue, minus any fines or assessments per Article 1, Section F.

Section E: The NBA will review annually the number of staff required for each concession activity. The NBA shall annually review the fines that may be assessed to Athletic and/or Band Booster organizations that do not meet their responsibilities.

Section F: It is the NBAs responsibility to ensure that concession activities are completed in the most cost-effective manner possible. The NBA will suggest what goods to offer at the concessions activities and submit through the Athletic Director through the NISD Board of Trustees the menu and pricing for their approval. The NBA will make these decisions using the following criteria.

1. Affordability to the customer
2. Profit margin to the NBA
3. Marketability
4. Storage and Equipment

## ARTICLE VII: AMENDMENTS

- Section A: By-Laws of the NBA may be amended by a majority [2/3] vote of members present at any regular meeting. Amendments shall be presented in writing to all members in advance of the meeting at which the amendment(s) will be vote on, shall be presented in writing to all member again prior to the vote.
- Section B: Members desiring to amend the By-laws shall submit proposed amendments in writing to the President, who shall present them as provided in Section A above.
- Section C: The President shall appoint a By-Laws Review Committee as needed. The committee shall review the By-Laws and recommend amendments if necessary.

## ARTICLE VIII: RULES OF ORDER

- Section A: Individual by-laws may be suspended only by unanimous consent of the voting members present at a regular or special meeting. Suspension of the individual by-law shall be applicable only at the meeting at which the vote to suspend is taken.
- Section B: All questions of parliamentary procedure not covered by these By-Laws shall be decided according to the latest edition of Robert's Rules of Order, Revised.

## ARTICLE IX: EFFECT

- Section A: By-Laws of the Northside Boosters Association (NBA) become effective on September 1, 2022.

## ARTICLE X: DEFINITIONS

### No Show, Insufficient, Late and Missed Meeting Attendance

- NO SHOW:** No show will be defined as any club that does NOT SHOW UP FOR or WALKS OFF prior to completion of an assigned shift as recognized by the Concession Coordinator.

### **INSUFFICIENT VOLUNTEERS AT GAME TIME:**

Insufficient will be defined as not having at least half the required volunteers plus one at CLUB SHOW TIME and the required number of volunteers at the START OF GAME at any Event as recognized by the Concession Coordinator.

- LATE:** Late will be defined as any club that shows up 15 minutes after scheduled CLUB SHOW TIME as recognized by the Concession Coordinator.

**MISSED MEETING ATTENDANCE:**

Missed Attendance will be defined as any club MISSING two or more consecutive General Attendance Meetings of the NBA in one NBA Fiscal year. This means no one representing their club was in attendance at the regular NBA meeting.

**REPEAT OFFENDER:**

Repeat Offender will be defined as any club that is in violation of multiple offenses within one NBA Fiscal Year

All multiple offences and fines will be dealt with according to a Two Step policy.

**TWO STEP POLICY:**

**Step 1: First Offense**

Any club in violation of the any offense will be assessed fines per Amendment A.

**Step 2: Repeat Offense**

Any clubs guilty of multiple offenses will be REQUIRED to have a mandatory meeting with a Representative from the offending club Board and/or corresponding school administrator to be held with a representative of the NBA and NISD Athletic Director to determine a course of action to rectify problem. See Amendment A for clarification of when the Two Step Policy becomes into effect.

Note: Any offending club found in violation of the REPEAT OFFENDER policy will still be responsible for their assigned concession events with subsequent fines to be assessed accordingly.

**SHORTAGES:**

Defined as when a club comes up short money at the end of a concessions event.

**CLUB FILL-IN & CALL OUTS:**

If any club finds itself unable to staff a concession event and makes an attempt to let the concession coordinator know at least 48 hours in advance they will be considered in offense of a call out and will be assessed a fine per Amendment A. Another club may be called to fill-in and under this circumstance will be awarded 100% of the fine assessed by the offending club directly.

**TRADE:**

Any 2 clubs willing to trade their equally staffed events with the concession coordinator's approval. No Fines Accessed.

**NOTE:**

The Concessions Coordinator will document on the Concession Control Sheet when the above offenses occur for each assigned concession and will report those clubs to the NBA, Northside ISD and NISD Bookkeeper.

All offenses logged will be presented at the regular NBA Meeting. Fines for reported offence will be debated, voted on and assessed per Amendment A.



**AMENDMENT B**  
*Northside Boosters Association*  
*Pay Rate for Openers/Closers*

Volleyball/Basketball Games	\$50.00/game
Football Game	\$150.00
Soccer Games	\$40.00/game
Baseball/Softball Games	\$50.00/game
All Tournaments	\$50.00/game
Track Events/Solar Cars	\$90.00/half day \$150.00/ full day
UIL Band Events	\$250.00
Dive/Swim Center	\$90.00/half day \$150.00/full day

**Note:**

- 1. Event sites with a single concession stands for multiple fiends/gyms will be paid for games played on 1 field/gym only.**
- 2. NISD Concession Coordinator to divide pay among multiple persons if covering an event together or in shifts.**
- 3. Any labor not identified above within Amendment B will paid at a rate of \$15 an hour and must have approval from two (2) NISD representatives.**

President:

Secretary: