

SOUTH JERSEY SKI CLUB (SJSC)

Operations Manual

1 I. CLUB LIABILITY

2 A. Indemnification

3 1. The Club shall indemnify any person who was or is a party or is threatened to be
4 made a party to any threatened, pending or completed action, suit or proceeding,
5 whether civil, criminal, administrative or investigative (other than an action by or in the
6 right of the Club) by reason of the fact that he or she is or was an officer or agent of the
7 Club, or is or was serving at the request of the Club as officer or agent of the Club
8 against expenses (including attorneys' fees), judgments, fines and amounts paid in
9 settlement actually or reasonably incurred by him or her in connection with such action,
10 suit or proceeding if he or she acted in good faith or in a manner he or she reasonably
11 believed to be in or not opposed to the best interests of the Club, and with respect to
12 any criminal action or proceeding had no reasonable cause to believe his or her conduct
13 was unlawful. The termination of any action, suit or proceeding by judgment, order,
14 settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of
15 itself, create a presumption that the person did not act in good faith and in a manner
16 which he or she reasonably believed to be in or not opposed to the best interests of the
17 Club and with respect to any criminal action or proceeding, had reasonable cause to
18 believe that his or her conduct was unlawful.

19 2. The Club shall indemnify any person who was or is a party or is threatened to be
20 made Party to any threatened, pending or completed action or suit by or in the right of
21 the Club to procure a judgment in its favor by reason of the fact that he or she is or was
22 an officer or agent of the Club, or is or was serving at the request of the Club as an
23 officer or agent against expenses (including attorneys' fees) actually and reasonably
24 incurred by him or her in conjunction with the defense or settlement of such action or
25 suit if he or she acted in good faith and in a manner he or she reasonably believed to be
26 in or not opposed to the best interests of the Club and except that no indemnification
27 shall be made in respect of any claim, issue or matter, as to which such persons shall
28 have been adjudged to be liable for negligence or misconduct in the performance of his
29 or her duty to the Club unless and only to the extent that the court in which such action
30 or suit was brought shall determine upon application that, despite the adjudication of
31 liability but in view of the circumstances of the case, such person is fairly and reasonably
32 entitled to indemnity for such expenses which such court shall deem proper.

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33 3. Any indemnification under (1) or (2) above (unless ordered by a court) shall be
34 made by the Club only as authorized in the specific case upon a determination that
35 indemnification of the officer or agent is proper in the circumstances because he or she
36 has met the applicable standard of conduct set forth in (1) or (2). Such determination
37 shall be made:

38 a) *By the Board of Directors by a majority vote of a quorum*
39 *consisting of officers who were not parties to such action, suit or*
40 *proceeding, or*

41 b) *If such quorum is unobtainable, or even if obtainable, a quorum*
42 *of disinterested officers so directs, by independent legal counsel in a*
43 *written opinion.*

44 4. Expenses (including attorneys' fees) incurred in defending a civil or criminal
45 action, suit or proceeding may be paid by the Club in advance of the final disposition of
46 such action, suit or proceeding as authorized in the manner provided in (3) above upon
47 receipt of an undertaking by or on behalf of the trustees, officers or agent to repay such
48 amount unless it shall ultimately be determined that he or she is entitled to be
49 indemnified by the Club as authorized in this section.

50 5. The indemnification provided in this section shall not be deemed exclusive of
51 any other rights to which those indemnified may be entitled under any agreement, vote
52 of members or disinterested officers or otherwise, both as to action in his or her official
53 capacity and to action in another capacity while holding office, and shall continue as to a
54 person who has ceased to be an officer or agent and shall inure to the benefit of the
55 heirs, executors and administrators of such a person.

56 6. The Club shall have the power to purchase and maintain insurance on behalf of
57 any person who is or was an officer or agent of the Club or is or was serving at the
58 request of the Club as an officer or agent against any liability asserted against him or her
59 and incurred by him or her in any such capacity or arising out of the status as such,
60 whether or not the Club would have the power to indemnify him or her against such
61 liability under the provisions of this section.

62 II. BOARD OF DIRECTORS

63 A. Members of the Board of Directors shall be entitled to reimbursement for un-itemized
64 expenses incurred in the performance of their duties beyond normal documented expenses.

65 B. The expenses are payable twice a year by check.

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66 1. The Board members shall attend two-thirds of the Board and general
67 membership meetings to qualify for payment.

68 2. The Board may waive this requirement based on extenuating circumstances.

69 C. The monthly reimbursement for un-itemized expenses shall be paid as follows:

70 1. President \$25.00

71 2. Ski Director \$20.00

72 3. Social Director \$20.00

73 4. Treasurer \$20.00

74 5. Secretary \$15.00

75 6. Membership Director \$15.00

76 7. Technology Director \$15.00

77 8. Assistant Ski Director \$10.00

78 9. Assistant Social Director \$10.00

79 10. Assistant Treasurer \$10.00

80 11. Assistant Membership Director \$10.00

81 12. Webmaster \$10.00

82 13. Digital Communications Director \$10.00

83 14. Ex Officio \$10.00

84 15. Vice President \$10.00

85 D. After each year of completed board service, the President, Ski Director, Social Director,
86 Treasurer, Secretary, Membership Director, Technology Director, and Digital Communications
87 Director will be given a \$250.00 SJSC credit issued by the Treasurer.

88 1. Credits can be used toward any SJSC trip or event (ski or social) costing \$250.00
89 or more.

90 2. Credits must be used during the fiscal year (May 1 through April 30) following
91 Board service. The Board of Directors may approve an exception to this timeframe.

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92 3. Subject to the approval of the Board of Directors, a member of the Board may
93 cancel from a Club event without payment of the cancellation fee.

94 *a. This provision does not apply to expenses directly incurred by the Club as a*
95 *result of the Board member's cancellation.*

96 E. All changes to this reimbursement or credit shall take effect in the following fiscal year.

97 F. Familiarization trips provided by prospective vendors will be offered as follows.

98 (Definition: Familiarization or Fam. trip is a trip offered by a vendor to the club. The trip may
99 not be free but will be at a reduced cost to the individual willing to go and will be paid by that
100 member. It requires the member to visit various hotel, condominium, and restaurant venues to
101 experience their services. The member is required to report on the area/amenities to the
102 Ski/Social Committee.)

103 1. The trips will be offered to in the following order:

104 a) *Ski Director/ Social Director (for Social Events)*

105 b) *Assistant Ski Director/ Assistant Social Director (for social*
106 *events)*

107 c) *Trip Leaders (within two years)*

108 d) *Ski Committee Members*

109 2. After all Board members have been offered a trip, remaining opportunities will
110 be offered to other Club members at the discretion of the Board of Directors.

111 a) *The Ski Director/Assistant Ski Director have precedence if the*
112 *trip is to a ski area and the Social Director/Assistant Social Director have*
113 *precedence if the trip is too other than a ski area.*

114 III. FINANCIAL

115 A. Membership Dues

116 1. Annual membership dues are required for all members of the Club.

117 2. The Board of Directors will set the rate prior to the beginning of the
118 membership year.

119 B. Eastern Pennsylvania Ski Council (EPSC) Reciprocity

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120 1. Members of the Eastern Pennsylvania Ski Council may join SJSC ski trips during
 121 the regular sign-up period (after Early Bird) by completing a SJSC membership
 122 application; this EPSC Reciprocal Affiliate will not be charged a membership fee.

123 C. Membership Requirements

124 1. In order to join or renew a membership in the Club, all funds owed to the Club
 125 must be paid in full. It is the Treasurer’s responsibility to ensure that the Membership
 126 Director is aware of anyone with outstanding balances owed to the Club.

127 D. Financial Records

128 1. **Document Retention Policy:**

Document	Storage Requirement	Storage Location	Responsible Person
Insurance Policies / Declaration Pages	8 years	Club’s One Drive	Secretary
Membership Applications	Permanent – old Member Apps to be archived / not deleted	Wild Apricot	Membership Director
Signed Contracts	5 years	Club’s One Drive	Authorized Signer
Revenue / Expense Statements for each Trip / Event	4 years	Quick Books or Club’s One Drive	Treasurer
Receipts for all monies received	4 years	Quick Books or Club’s One Drive	Treasurer
Receipts for all expenses	4 years	Quick Books or Club’s One Drive	Treasurer
Government Issued Identification – Driver’s License, Passports	Destroy by shredding	Hold only until trip returns	Trip Leader
Trip Registration Forms	4 years	Wild Apricot	Ski Director
Board Meeting Minutes	Permanent – not to be deleted	Club’s One Drive	Secretary
Ski / Social Committee Meeting Minutes	3 years	Club’s One Drive	Committee Secretary
Club Correspondence	3 years	Club’s One Drive	Secretary

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Hold Harmless & Liability Release	3 years after Membership Expiration	Club's One Drive	Membership Director
Tax Returns	7 years	Club's One Drive	Treasurer

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129 IV. EVENTS/TRIPS POLICY

130 Due to the extreme diversity in ski/social trips/events, a uniform policy cannot be
131 established that will apply equally to all activities. The following will serve as guidelines
132 for all ski/social trips/events:

133 A. Board Approval

134 1. All ski/social trips/events are subject to review by the Board of Directors. Events
135 and trips shall be discussed and approved by the Board of Directors prior to any
136 contractual commitment.

137 a) Board approval is required prior to scheduling any event where
138 the Club must make a deposit of \$501.00 or more. Deposits should be
139 noted as refundable within a specified time/date.

140 b) Upon request from an event leader, the Treasurer may make a
141 deposit for an already budgeted/approved ski/social trips/event less than
142 \$501.00.

143 B. Budget

144 1. For any event requiring Board approval above, the Ski/Social Director will
145 present a budget for the event to the Board for approval. Once approved, the Ski/Social
146 Director will be authorized to expend Club funds within the limits of the approved
147 overall total budget.

148 C. Membership Requirements

149 1. Only club members (Active, Limited, and Honorary) may participate on
150 events/trips, except as specified in Section III (B).

151 D. Event/Trips Opening

152 1. Events/Trips will open on a date set by the Ski/Social Committee, and reviewed
153 by the Board

154 E. Event/Trips Leaders

155 1. The Ski/Social Committee will be responsible for selecting the Event/Trip
156 Leaders for an event. All Event/Trip leader qualifications shall be reviewed by the Board.

157 2. Event/Trip Leaders will be responsible for all activities related to the event,
158 including:

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159 a) *Planning all details of the trip other than those arranged by the*
160 *Ski/Social Committee.*

161 b) *Advertising for the event.*

162 c) *Being available at membership meetings and to answer*
163 *questions, register participants, etc.*

164 d) *Collecting and depositing funds with Treasurer.*

165 e) *Preparing financial records.*

166 f) *Submitting an article describing the event.*

167 F. Deposit

168 1. A minimum deposit of \$50.00 will be required to reserve a space on an
169 event/trip.

170 a) *If the total cost is less than \$50.00 the deposit is at the*
171 *discretion of the ski/social committee.*

172 G. Payment Schedule & Cancellation Policy

173 1. At the time of sign-up, the payment schedule and cancellation policy prepared
174 by the Ski/Social Committee, individualized, and published for each event/trip, will be
175 available to each member who participates in the trip. The payment schedule and
176 cancellation policy will vary from trip to trip in accordance with contractual obligations
177 negotiated between the Club and the vendor. It is the member's responsibility to meet
178 the requirements of the payment schedules. Cancellation fees will remain in effect as
179 written at the time of the opening and sign-up until the close of the books for the trip
180 and may not be increased. Cancellation fees may be reduced at the discretion of the
181 Ski/Social Director and the Board of Directors after the trip closes.

182 2. Each trip requires a single full payment or a specified deposit plus installments.
183 Cash, checks, and credit cards are acceptable. All checks must be made payable to
184 "SOUTH JERSEY SKI CLUB" or "SJSC" and show the name of the trip or event in the
185 memo line. An invalid check subjects the member to payment of check charges. Credit
186 cards will incur a credit card fee.

187 3. Whenever possible, once a member has been replaced (Replacement:
188 substitution of one member by another member once the trip is full) on a trip and with
189 the authorization of the Ski/Social Director, a refund will be made to the member less
190 the appropriate cancellation fees. All efforts will be made to refund within 30 days.

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- 191 H. Replacement
- 192 1. Any member is subject to replacement in the event that payments are two
193 weeks past the due date. In addition, the member shall be subject to the appropriate
194 cancellation fee.
- 195 I. Wait List.
- 196 1. The Wait List may be used (initially) as an entry point for all trip registrations
197 and is a 'Zero Cost' entry while the trip assignment is being managed to capacity.
- 198 2. Once a trip has reached the maximum number of participants, the waitlist will
199 function as an order of preference for spots that open up on the (now full) trip.
- 200 3. Once a member signs onto the waitlist for a Full Trip, they will be invoiced for
201 the required \$50.00 Wait List deposit.
- 202 4. If the required deposit is not paid within 48 hours, the Member will be removed
203 from the Waitlist. (Members are encouraged to pay the Wait List invoice online by credit
204 card, with the club absorbing the related credit card fee.)
- 205 5. This deposit will be refunded if
- 206 a) *the member has notified the Event/Trip Leader to remove his or*
207 *her name from the wait list, or*
- 208 b) *if there are no openings on the trip when the trip leaves.*
- 209 6. If a couple is on the wait list, and one place opens up, the couple may opt to
210 move down on the wait list allowing a single member to take the single place and still
211 receive a full refund of their deposits if two places are not available at the time the trip
212 leaves.
- 213 J. Contingencies
- 214 1. If an event or trip must be cancelled, every effort will be made to refund the
215 participants. Whenever possible, the club will refund 100% or whatever amount the club
216 can recover from vendors/tour operators. The Club cannot be held responsible for
217 additional costs incurred prior to or during trips due to unforeseen circumstances
218 beyond its control. These costs may include, but are not limited to, surcharges, itinerary
219 changes, exchange rate fluctuations, destination charges, fuel adjustments, added taxes,
220 or layovers required by breakdowns or weather-related delays. The participants on the
221 trip will pay these costs. Trip Insurance is strongly encouraged for participants.
- 222 K. Event/Trip Leader Compensation

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- 223 1. In order to receive any compensation whatsoever, Event/Trip Leaders must pay
224 for the trip in full.
- 225 2. All required documentation must be turned in to the Ski/Social Director no later
226 than the close of business of the second membership meeting following the completion
227 of the trip, after which a 25% penalty for every meeting thereafter may be deducted
228 from the Event/Trip Leader's compensation.
- 229 3. Each Event/Trip Leader of any event/trip where there is compensation to the
230 Leader will receive his/her compensation after the following have been completed:
- 231 a) *Completion of the event/trip*
- 232 b) *Submission, acceptance and review by the Ski/Social Director*
233 *and Treasurer of all financial reports.*
- 234 c) *Submit an electronic article describing the event/trip to*
235 *Ski/Social Director*
- 236 4. Event/Trip Leader compensation:
- 237 a) *2-3-day weekend = \$25*
- 238 b) *5-day extended = \$40*
- 239 c) *7 days extended = \$40 30*
- 240 d) *10 days extended (European) = \$50 35*
- 241 If there is more than one leader, then the compensation per participant will be split
242 between the individuals.
- 243 L. Event/Trip Leader Requirements
- 244 1. Each Event/Trip will have one or more Event/Trip Leaders.
- 245 2. An Event/Trip Leader should be someone who has run or assisted on a weekend
246 or extended trip, or major social event, or similar experience.
- 247 a) *Any deviation from the Event/Trip Leader requirements requires*
248 *the approval of the Board.*
- 249 3. The President, Treasurer, Membership Chairperson and his/her assistant,
250 Ski/Social Committee Chairpersons and their assistants cannot lead any trip due to their
251 responsibilities at general membership meetings. The Board of Directors may approve
252 an exception.

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253 M. Trip Pricing

254 1. The base package cost of any individual trip will be shared equally among all
255 participants and adjusted accordingly for each registrant to reflect any applicable add on
256 cost or discount.

257 2. The cost of optional activities will not be built into the base cost of a trip.

258 a) *The Ski/Social Director must approve any deviation from this*
259 *policy regarding optional activities.*

260 (Definition: optional activities are Event/Trip Leader organized entertainment,
261 such as snowmobiling that add cost onto the price of the trip. These costs are
262 paid directly to the club, if collected in advance, or to the vendor, if paid at the
263 destination. The member may choose to participate in the optional activity.)

264 3. All payments for optional activities will be treated as any other payment for a
265 trip, a receipt will be given to the member and the money will be turned in to the
266 Treasurer, unless the payment by the member is made directly to the vendor.

267 4. On occasion, the Club may negotiate with a vendor for the specific purpose of
268 enlarging or expanding a specific event or trip.

269 a) *While the Club makes every effort to negotiate the same*
270 *package, if this cannot be done, any difference in package pricing,*
271 *amenities, accommodations, flights, etc. will be the responsibility of those*
272 *members signing up at the later date. When flight changes occur out of*
273 *the control of the Club, all efforts will be made to accommodate members*
274 *for the best possible flight arrangements. These arrangements may not*
275 *be identical.*

276 b) *Should the price be the same and there be differences in*
277 *package details, the preference for the packages will be offered to*
278 *participants according to the order in which they signed up.*

279 N. Event/Trip Leader's Responsibility vs. Member's Responsibility

280 1. It is the Event/Trip Leader's responsibility:

281 a) *to provide and make readily available in plain sight at sign-up*
282 *and throughout registration for their event/trip, all trip information, i.e.,*
283 *cost of trip, payment schedule, cancellation policy, optional activities, etc.*

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284 b) *to protect the member's privacy do not publish the full names,*
285 *addresses, phone numbers and email addresses of the event/trip*
286 *participants in a public venue, i.e., on a web page, email, or similar venue*

287 c) *to resolve problems associated with the organization of the*
288 *event/trip and any planned group event/trip activity, i.e., lodging, lift*
289 *ticket, or transportation problems, etc.*

290 d) *to bring to the immediate attention of the Ski / Social Director*
291 *and the Board of Directors, any issue which cannot be successfully*
292 *resolved by the Trip / Social Leader.*

293 2. It is the member's responsibility:

294 a) *to thoroughly read and comply with all information provided by*
295 *the Event/Trip Leader regarding each individual trip i.e., provide*
296 *identification for ticketing, provide valid email address, cost of trip,*
297 *payment schedule, cancellation policy, optional activities, etc.*

298 *to conduct oneself in a reasonable manner and observe the tenets of good*
299 *sportsmanship, honesty, fairness, civility, and respect. The Club does not*
300 *condone unsportsmanlike conduct on the part of any member.*

301 O. Financial Reporting

302 1. It is the responsibility of the Treasurer to report a recap of revenue and
303 expenses of all events/trips where the club earns or spends more than \$500 to the
304 Board monthly. within two Board meetings of the completion of the event/trip. This
305 recap is subject to review by the Ski/Social Director

306 2. Meeting Minutes and Financial documents are available to members by request.

307 V. SOLICITATION

308 A. There will be no solicitation of non-sanctioned events/services at any Club function. A
309 member may plan their own trip but cannot advertise it in the Avalanche as a club sponsored
310 trip or distribute literature to the club's members unless it is approved by the Board of
311 Directors.

312 A Non-sanctioned trip/event is one which has not been approved by the ski/social
313 committee.

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314 A Sanctioned event is one that is planned by the ski/social committee, led by a
315 designated club member, and if there is a fee that is not paid directly to the vendor by
316 the club member, all money is collected and turned into the Treasury.

317 B. No non-sanctioned event/services shall be published in the club publications without
318 prior approval of the Board of Directors.

319 VI. OPERATIONS MANUAL

320 A. Review

321 1. The Operations Manual will be reviewed at the Board meeting in May and as
322 needed

323 B. Revisions and Amendments

324 1. Every proposed alteration, amendment or addition to the Operations Manual
325 must be submitted in the following manner:

326 a) *Proposal*

327 (1) A desired change or addition to the Operations Manual shall be
328 proposed to the Board of Directors in writing by any member in good
329 standing

330 b) *Approval*

331 (1) Any change submitted to the Board for consideration may be
332 adopted by two thirds vote of those members of the Board of Directors.

333 c) *Effective Date*

334 2. All approved changes will become effective immediately.

335 C. Communication of changes

336 1. When changes are made to the Operations Manual:

337 a) *The next edition of the Avalanche will announce that the*
338 *Operations Manual has been changed and contain a synopsis of the*
339 *changes*

340 b) *The Operations Manual, posted on the club's web site, will be*
341 *updated with the changes made by the Board of Director*
342

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343 VII. BEREAVEMENT POLICY

344 1. In order to recognize when a South Jersey Ski Club member passes, a
345 Bereavement Policy is hereby established. This policy will allow for the Treasurer to
346 establish a budget line item to be available to be used to acknowledge and pay tribute
347 to members in good standing who have passed away. Any Club member can alert the
348 Board that a member has passed. Upon learning this information, the Board should pass
349 this information to the Director of Communications to publish a notice in the next
350 Avalanche newsletter. The Board shall be responsible for determining if any additional
351 tribute to this member is appropriate. An amount up to \$150 may be allocated to
352 support any said tribute.

353 VIII. Operations Manual Revised September 11, 2023