

**Policies and Procedures  
of the  
Central Plains Dressage Society, Inc.**

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## I. General Information

### A. Purpose

The purpose of the Policies and Procedures (“P&P’s”) for the Central Plains Dressage Society (“CPDS” or “GMO”) is to define the rules, guidelines and philosophy for the routine operations of the GMO. Unlike the CPDS Bylaws, which must be approved by a majority of the general membership, the P&P’s are developed and approved by the governing Board Members. If there is a conflict between the P&P’s and the CPDS Bylaws, the Bylaws take precedence.

To assure accountability and transparency to the general membership, it shall be the policy of the CPDS Board of Directors to advise the membership of any changes to the CPDS P&P’s. The procedure for amending the CPDS P&P’s is given in Section II (C) (2).

### B. Definitions

To provide clarity and to avoid the possibility of different interpretations, the following definitions will be used in the P&P’s:

- ***Central Plains Dressage Society Inc (CPDS)***

## II. General Policies and Procedures

### A. Miscellaneous

1. Unless another procedure is in place, all waivers of any CPDS rule or requirement must be approved by the President.
2. Material created by an individual or individuals specifically for use by CPDS becomes the property of CPDS unless a written agreement is executed between CPDS and the individual(s) involved, prior to initiating the development or creation of the materials, stating that the rights to the property are to be retained by one or more of the individuals named in the agreement.
3. CPDS will not be held responsible for late, damaged or misdirected mail or email.

### B. Code of Ethics, Conflict of Interest, Email Etiquette

1. Code of Ethics - Appendix A
2. Conflict of Interest – Appendix B
3. Email etiquette- Appendix C

C. Amendment Procedures

1. CPDS Bylaws

a. CPDS Bylaws may be amended by a majority vote of the voting members present at a general membership meeting.

b. The procedure to amend the Bylaws shall be initiated only at a regularly scheduled meeting of the CPDS Board of Directors by way of a formal motion made to the Board proposing that the Board make a recommendation to the Membership that the Bylaws be amended, accompanied by a written proposal of the precise language of the desired amendment. The motion may be made by a Director or any CPDS Senior member in good standing in attendance. The Board may vote on the motion as presented or may, upon proper motion, take other action on the motion as the Board deems appropriate.

c. Upon a two-thirds (2/3) affirmative vote of the Directors then eligible to vote, the Board shall adopt a resolution to recommend the proposed amendment(s) to the Membership. The Secretary shall thereafter prepare for dissemination to the membership, via direct mailing, the CPDS newsletter and/or the website, a “Board Recommendation To Amend the Bylaws,” which shall contain the precise language of the proposed amendment(s) as voted on by the Board at least thirty (30) days prior to the Annual General Membership meeting or a Special Meeting of the membership.

d. The Board Recommendation to Amend the Bylaws shall be adopted only upon an affirmative vote of a majority of those Senior members in good standing in attendance at the meeting.

2. CPDS Policies and Procedures

a. All Senior CPDS members in good standing may submit, either in person or via written proposal, amendments to the Board of Directors for consideration.

b. The proposed amendment(s) shall be tabled for consideration, published in the newsletter or/and on the website and shall be voted on at the next regular meeting of the Board following the presentation or as soon as possible.

c. These Policies and Procedures may be amended by a two-thirds (2/3) vote of the Board of Directors then eligible to vote. Voting may be done in person, or via electronic mail.

d. Upon passage by the Board, the former and new language of the amendment(s) shall be published in the first newsletter and/or posted on the CPDS website following the Board meeting.

### III. Membership

#### A. Definition of Membership

1. A member in good standing is defined as an eligible person under CPDS Bylaws, who has paid applicable dues and is not currently under suspension by USEF, USDF or the CPDS Board of Directors.

Members in good standing are eligible to participate in any and all SDC benefits.

2. A suspended member is defined as a member of CPDS, who is currently under suspension by USEF, USDF or the CPDS Board of Directors. A suspended member may not vote, run for any office, be appointed to any Committee, or participate in any CPDS benefits until and unless the suspension has been lifted and the suspended member has been reinstated as a member in good standing. The CPDS Board, as defined in CPDS By-Laws Article V section 3C may suspend a member.

#### B. Types of Membership

1. Senior: A Senior (adult) member, as specified by current USEF definition, shall consist of an individual who is entitled to one (1) vote and all rights and privileges provided by CPDS. The definition of Senior member includes Annual, Charter and Life memberships as established by CPDS herein or historically.

All Senior memberships are Annual.

2. Junior: A Junior member shall consist of an individual who, by current USEF definition, is a junior and who has not reached her/his 18th birthday by December 1st of the membership year. Junior members shall not have a vote at general membership meetings and are not eligible to hold an elective or appointed position, but are otherwise entitled to all rights and privileges provided by CPDS.

3. Family: A family membership shall include one (1) primary and one (1) additional member of a family unit. A family membership entitles the members to all CPDS rights and privileges, in accordance with their status as either a "Senior" or "Junior." member. However, the family membership shall not entitle the family unit to more than two (2) votes or to receive more than one (1) copy of the GMO publications, which shall be sent to the address or email of the primary member, unless otherwise directed by the primary member.

#### C. Membership Period

Effective December 1, 2017, the CPDS membership period shall coincide with that of USEF and USDF, currently December 1 through November 30. Voting and other membership rights become effective upon payment of dues.

#### D. Dues

1. Dues paid after October 1 includes membership in the remaining portion of the current year and the upcoming year.

2. Annual dues for CPDS shall be set by the Board of Directors no later than October 1 of the year before they are to go into effect.

3. Annual dues include annual dues for group membership in USDF.
4. The Treasurer shall notify the members of the dues payable by them to maintain membership at least 30 days prior to the due date. Publishing the due date for annual dues in the CPDS newsletter or website shall constitute notice.
5. The current fee schedule for annual dues is as follows:

Annual Senior Member	\$50
Annual Junior	\$35
Family Membership	\$65/primary and one family member, then \$15 for each additional family member over two
6. All monies raised in each fiscal year by way of dues or otherwise shall be spent for the purpose for which the GMO was founded and the benefit of its members, as stated in the annual budget.

#### E. Loss of Membership

Other than for nonpayment of dues, fees, charges or assessments, no member may be suspended from membership, unless in accordance with CPDS Bylaws and Policies and Procedures.

1. Any CPDS member, regardless of type, may be removed from membership or from office by the affirmative vote of a majority of the Board of Directors, upon a finding of just cause.
2. A finding of one or more of the following shall be considered just cause:
  - a. Upon written notification, the member has outstanding indebtedness to the GMO and the debt remains unresolved;
  - b. Conduct deemed prejudicial to the best interests of the GMO; or
  - c. The Member has been suspended by the USEF and/or the USDF.
3. An action to suspend a Member may be initiated only by one of two ways, as follows:
  - a. A Director may make a formal motion to the Board requesting that the Board schedule a suspension proceeding. The motion must state with particularity the alleged grounds for seeking suspension. The Board of Directors may, upon a majority vote of the Directors then eligible to vote, vote to hold a suspension proceeding, after which time the proceeding shall be scheduled and conducted as set forth below.
  - b. A Member may submit to the Board a petition signed by ten percent (10%) of the Membership (determined as of the first day of the month prior to the date that the petition is submitted to the Board.) The petition to suspend a Member must state with particularity the alleged grounds for seeking suspension. Upon receipt of the petition, the Board of Directors shall schedule and conduct a suspension proceeding as set forth below.
  - c. No less than 30, nor more than 60 days prior to the scheduled date of the suspension proceeding, the Secretary shall mail to the Member whose suspension is being sought, written notice of the proceeding. Such notice shall be mailed to the

Member's last known address as shown in the GMO's records and shall set forth the manner in which the proceeding was initiated, and shall state the facts alleged which form the grounds for seeking suspension.

d. The Member subject to suspension shall have ten (10) business days from the date of the written notice to request a closed hearing before the Board of Directors prior to any vote to suspend the Member.

e. Any Member, including the Member whose suspension is being sought, may give testimony concerning the proposed suspension, and the Board shall have the right to ask questions relevant to the proceeding of any person so testifying.

f. After a fair and reasonable consideration of the facts alleged and all relevant testimony, the Board shall vote on the proposed suspension. The member may be suspended from membership in the GMO, for such period as the Board determines, only upon a majority vote of all Directors then eligible to vote.

g. The President, at the conclusion of the suspension proceeding, shall announce the vote count and the result of the vote, which shall be recorded by the Secretary. Suspension of a Member shall be issued in written form detailing the reason for the suspension, duration of the suspension, and actions required by the Member for restoration of full membership. The Secretary shall, within 24 hours, mail written Notice to the Member whose suspension was considered, advising such Member of the suspension of their membership.

h. Any Member suspended pursuant to CPDS Bylaws and this Procedure shall, at the time of the announcement by the President at the conclusion of the suspension proceeding, cease to be a member of GPD and shall have no rights or benefits of membership. No dues or fees paid by a suspended Member shall be refunded, but any unpaid debt owed by such member to GPD for any fees, charges, etc shall remain the obligation of such member and shall be paid to the GMO as required by the terms of the debt agreement between the GMO and the member.

i. The Board of Directors shall by majority vote elect to publish the suspended member's name, the grounds for suspension, and the duration of the suspension in the CPDS newsletter or website. If so published, the Directors shall also publish a statement regarding the changed status of the suspended member after the completion of the suspension, or upon lifting of the suspension by a majority vote of the Board.

j. If the member whose suspension is sought submits to the Board a written notice of resignation, during any stage in the suspension process, the suspension process then pending shall become moot.

#### **IV. Board of Directors**

##### **A. Definition**

The Board of Directors shall consist of at least four (5) but not more than seven (7) members, each of

whom must be a Senior member of CPDS in good standing.

The Board of Directors is responsible for governance and policy making for of the GMO. The Board shall receive no compensation other than reasonable expenses incurred as a result of carrying out their respective duties.

#### B. Powers and Duties

Neither the Board, nor any Director nor any group of Directors nor any agent of the Board shall take, on behalf of the GMO, any action of any type unless and until such action has been duly approved by the Board of Directors, and then only if such action is in full compliance with all applicable Federal, State and local laws, CPDS Bylaws and Policies and Procedures.

All Directors have a fiduciary duty to the GMO and the entire membership to act at all times in good faith, and in the best interest of the GMO and membership with the care an ordinarily prudent person in a like position would exercise under similar circumstances, in accordance with CPDS Bylaws and Policies and Procedures so as to maintain the status of the GMO as an Oklahoma non-profit corporation.

Directors have a duty to attend and participate in all Annual and Special Meetings of the Membership and all Regularly Scheduled Meetings and Special Meetings of the Board of Directors. Outgoing Board members shall attend the first meeting of the new Board to assist with the transition.

Each Director, shall, upon taking office, review a copy of the CPDS Bylaws and Policies and Procedures, plus other additional information deemed necessary by the Board, and shall be responsible for reading and understanding the information therein.

#### C. Officers

The Board of Directors, at the first Board meeting of the year, shall elect the President, Vice President, Secretary and Treasurer, who shall act in their respective capacities as the officers of the GMO. All officers shall be members of the GMO in good standing. Officers shall hold their positions for one (1) year or until successors are elected.

At the end of her/his term of office, either by expiration, resignation or removal, each officer shall transfer all records pertaining to their office to the succeeding officer within a reasonable period of time not to exceed twenty (20) days.

#### D. Appointed Committees / Positions

The following committee chairpersons / positions shall be appointed by the Board as needed:

1. Education
2. Membership
3. Awards
4. Schooling Show Coordinator
5. Recognized Show Coordinator
6. Communication Coordinator
7. Fundraising

Appointed committee chairpersons/positions do not have a vote on the Board. However, appointment of a Director to a committee or non-voting chair position shall not abridge the right of the Director to

vote on matters before the Board. Each appointed committee chairperson / position shall have the power to appoint GMO members as committee members to assist with committee responsibilities. If additional permanent Committees / Chairs, both ad hoc and permanent are deemed necessary, the Board of Directors shall have the power to define and appoint those committees/positions.

#### E. Vacancies

1. In the event of the resignation, vacancy, demise or removal of the President during his/her term of office, the Vice-President shall assume the President's duties, responsibilities and restrictions until the next presidential election.
2. In the event of the resignation, vacancy, demise, promotion to President or removal of the Vice- President during his/her term of office, the Directors shall appoint a new Vice President from the Board.
3. In the event of the resignation, vacancy, demise, promotion or removal of any other Director or Officer during his/her term in office, the vacancy may be filled by the vote of a majority of the remaining Directors with a member in good standing. A Director appointed to fill a vacancy shall hold office for the unexpired term of her or his predecessor; however, said appointment must be confirmed by the Membership at the next Annual General Meeting of the membership.

#### F. Resignation / Removal from Office

1. A Director may resign from the Board of Directors at any time by delivering to the President or Secretary a written notice declaring her or his intent to resign and specifying the effective date of such resignation. If no effective date is specified in the resignation, the effective date shall be the date and time that the notice is delivered. Acceptance of such resignation shall not be necessary for the resignation to be effective.
2. Any Director who fails to attend three (3) Board meetings within a calendar year may be removed from the Board by a majority vote of the remaining Directors. A Director may otherwise be removed from the Board only by a two-thirds vote of the Directors then eligible to vote if, in the judgment of the Board, the best interests of the GMO would be served thereby. The Secretary shall clearly note in the minutes of all Board meetings which Directors are in attendance and which are absent.
3. The Board of Directors may be removed from office by a no-confidence vote of the general membership. Such vote shall apply to the entire Board as a whole and may not be used to target a single board member. A minimum of thirty (30) member signatures is required to initiate a no- confidence vote on the current Board. Delivery of the thirty-signature list to an Officer shall constitute notice of no confidence by the general membership.

#### G. Attendance

Directors and Officers are expected to attend all scheduled Board meetings and actively participate in the majority of the GMO sponsored events. Directors who will be absent from any scheduled Board meeting shall notify the President at least three (3) business days prior to the scheduled meeting when possible. In addition, when appropriate, the Director shall provide a written report to be presented at the meeting by another member.



#### H. Terms of Office

A Director shall hold office effective on the date of the Annual General Meeting immediately upon election. Each term of office for a member elected to the Board of Directors shall be three (3) years, unless the Director has been elected to fill a vacancy on the Board, in which case, the Director shall serve for the unexpired term. Directors' terms of service shall be staggered with one-third (1/3) of the members of the Board of Directors elected each year.

Officers shall serve in their positions for twelve (12) months from the Annual General Membership meeting.

#### V. Meetings

Meetings of the membership shall be held at such place and time within Oklahoma as determined by the Board of Directors. It is the policy of the Board to geographically rotate meetings around the State.

##### A. General Membership Meetings

1. There shall be one (1) Annual General Membership meeting ("AGM") held each year. This meeting shall be held within sixty (60) days following the close of the fiscal year, which currently is on a calendar basis. At said meeting, the Senior members shall vote by secret ballot to elect Directors by simple majority vote, and shall transact other business as may properly be brought before the meeting.
2. By policy, CPDS has a Summer (Other) general membership meeting to keep members informed of GMO activities, and to transact any business as may properly be brought before a membership meeting. A short educational program may be offered in conjunction with the Summer meeting.

##### B. Special / Unscheduled Meetings / Emergency Board Actions

1. The President, with approval of the Board, may call for a Special Meeting of the membership; or, any member may by petition signed by at least ten (10) Senior members require the President to call a Special meeting of the membership. Members shall be notified in writing postmarked or emailed at least fifteen (15) days prior to the date of a meeting of members or by publication of notice of such meeting in the Newsletter or other regular communication distributed by CPDS to its members, at least thirty (30) days before the meeting. Business transacted at said Special meeting shall be limited to the purpose stated in the written notice of said meeting.
2. Directors shall be notified in writing, via regular or electronic mail, at least two (2) business days in advance of any special/unscheduled meeting of the Board, and the purpose of that meeting. Notification shall include the proposed agenda and only items on that agenda shall be voted on at that special/unscheduled meeting.
3. Emergency Board actions, i.e. a proposal or motion, may be passed by a majority vote of all Board Directors. Voting may be conducted via electronic mail.

##### C. Board Meetings

Meetings of the Board of Directors shall be held as required to conduct the affairs of CPDS. There shall be a minimum of four (4) scheduled Board meetings during the membership year. Board meetings shall be open to all members in good standing. General membership attendees may participate in limited discussion but shall have no voting powers at Board meetings. The location, date and time of Board meetings shall be determined by the Board, and published on the CPDS Website, and in the CPDS newsletter to the extent that it is practical.

D. Quorum

1. A quorum for general membership meetings shall consist of the members who are present.
2. A majority of the members of the Board shall constitute a quorum at any meeting of the Board. A majority of the quorum is required to pass any motion, unless a greater proportion is required by law, CPDS Bylaws or the Policies and Procedures of CPDS.

## **VI. Nominations and Elections**

A. Nominations

The Nominating Committee shall assist in the nomination and election of Directors to serve on the CPDS Board.

The CPDS President shall appoint a Nominating Committee Chairman from the Senior members of the GMO.

The Nominating Committee shall publicize the positions up for election in the October newsletter.

The Nominating Committee shall be responsible for selecting a slate of nominees who represent diverse interests within the GMO. The Committee shall not pass judgment on the merits of the nominees except to ensure that each nominee is fully aware of the duties and meets the qualifications.

In all cases, consent of the nominee must be obtained prior to the preparation of a slate of nominees.

B. General Elections

All CPDS Senior members in good standing shall be eligible to vote and to hold office.

General Elections shall be held according to the following guidelines:

1. The general election shall be held at the Annual General Membership meeting.
2. The Nominations Chair shall read the slate prepared by the Nominating Committee to the membership.
3. Nominations from the floor will be taken; however the Nominations Chair must determine the eligibility of the nominee, and the nominee must indicate her/his willingness to serve.
4. Once the Nominations Chair has closed nominations, the President shall ask for a vote by acclamation if all positions are uncontested.
5. If there are contested positions, the Nominations Chair shall provide secret ballots, and the President shall ask for a vote by those secret ballots.
6. The vote shall be determined as follows:

- a. Each voter shall vote for one (1) nominee per position on the ballot.
- b. The nominee(s) who receives the most votes for the vacant position shall be elected. In the event that one (or more) of the vacant positions are for unexpired terms, the nominee(s) receiving the next highest number of votes shall be elected in descending order.

## **VII. Officers**

### **A. Powers and Duties**

Officers shall hold their positions for one (1) year or until successors are elected. The Officers shall be a President, a Vice President, a Secretary and a Treasurer, plus any other officers as may be designated by the Board, each having the powers and duties as prescribed by the Board of Directors in accordance with CPDS Bylaws and these Policies and Procedures.

Officers shall have the same duties with respect to the GMO as does any Director who is not serving as an Officer of CPDS, and Officers shall have such additional duties as the Board of Directors may assign.

At the end of her/his term of office, either by expiration, resignation or removal, each officer shall transfer all records pertaining to their office to the succeeding officer within a reasonable period of time not to exceed twenty (20) days.

All duties listed below shall be the responsibility of the specified officer. The officer may delegate the task to another individual; however, the responsibility for the task will still rest with the officer. The duties shall not be limited to the following. As items arise, a task shall be assigned to a specified individual.

### **B. President**

The President shall:

1. Prepare the agenda for and preside over all meetings, both general and Board.
2. Appoint committee chairpersons, with the approval of the Board.
3. Act as the primary representative of the GMO.
4. Oversee the general operation of CPDS in accordance with CPDS Bylaws and Policies and Procedures of CPDS.
5. Serve as ex-officio member of all committees, except the nominating committee.
6. Act as the point of contact for the USEF and the USDF on behalf of the Society.
7. Ensure deadlines are met and sign contracts on behalf of CPDS or appoints an individual to do so.
8. Assign tasks and realistic deadlines to be met by the Board members as necessary.
9. Attend meetings or submits a report at the Board meetings.
10. Ensure the necessary checks and balances shall be in place to prevent fraud or personal gain issues.
11. Identify GMO needs.
12. Sign checks on behalf of the GMO as needed.

### **C. Vice President**

The Vice President shall:

1. Assume the duties, obligations and restrictions of the President in her/his absence.
2. Perform other duties as the President and / or the Board of Directors may assign.
3. Keep current of all USEF, USDF and Region 9 rules and regulations.
4. Assist in fraud prevention and personal gain issues.
5. Attend meetings or submit a report, as needed, at the Board meetings.
6. Review the budget as well as any extraordinary expenses.

D. Secretary

The Secretary shall be a resident of the State of Oklahoma and shall:

1. Be responsible for keeping the club records.
2. Present and retain correspondence to the GMO at all meetings.
3. Maintain the official record of attendance at Board meetings and determine whether a quorum is present.
4. Record the official minutes of all Board and General Membership meetings.
5. Attend all meetings and or submit a report, as needed, at the Board meetings.
6. Submit minutes to Board within fifteen (15) business days from date of meeting for approval.
7. Be the central repository for all pertinent documents and records of CPDS, such as bylaws, newsletter, policies and procedure, logos, contracts, etc.
8. Perform other duties as the President and / or the Board of Directors may assign.

E. Treasurer

The Treasurer shall:

1. Handle all financial transactions as approved by the Board.
2. Have charge and custody of all funds and securities of CPDS.
3. Notify members of dues via the newsletter, email or website.
4. Maintain a complete record of all CPDS financial transactions
5. Prepare financial reports for the Board of Directors.
6. Submit a written report at the Annual General Membership meeting that includes, but is not limited to, financial transactions for the preceding fiscal year and a budget for the upcoming fiscal year.
7. Compose and maintain a list of assets, their location and estimated value, and track depreciation.
8. Keep all financial affairs up-to-date.
9. Upon Board request, promptly furnish to the Board, GMO members or such other person as directed, all records or financial reports requested.
10. Upon Board approval, pay all GMO expenses to vendors, judges, clinicians, etc.
11. Submit all required IRS reports and tax returns.
12. Comply with appropriate state and federal regulations and statutes.
13. Perform other duties as the President and / or the Board of Directors may assign.

### **VIII. Standing Committees / Appointed Positions**

A. Purpose, Powers and Duties

Standing committees support the board with research and work specific to specialized topics.

B. Appointment

Standing committees are appointed by the president and serve terms as specified by the board.

C. Committee Titles

1. Education
2. Membership
3. Awards
4. Schooling Show Coordinator
5. Recognized Show Coordinator
6. Communication Coordinator
7. Fundraising

**Appendix A**  
**Central Plains Dressage Society**  
**Code of Ethics Policy**  
**Board of Directors and Committee Members**

As organizers and officials of Central Plains Dressage Society Inc (CPDS), we are expected to conduct our affairs in a manner consistent with the great trust that has been placed in us. This requires our behavior to conform to the highest ethical principles. See Bylaw regarding Conflict and Duality of Interest. For these reasons, the Central Plains Dressage Society (CPDS) requires its volunteers to conduct business with integrity, to maintain a standard of ethical conduct consistent with the regulations of all countries and jurisdictions in which CPDS conducts business, and must maintain the values, spirit, and ideals of the Society. Furthermore, because the appearance of impropriety can be just as damaging as actual impropriety, conduct which appears to be improper is also unacceptable. Accordingly, volunteers are required to comply with the following CPDS Code of Ethics when representing or participating in CPDS activities or events:

1. Conduct all dealings with honesty and fairness.
2. Respect the rights of all employees and volunteers to fair treatment and equal opportunity, free from discrimination or harassment of any type.
3. Know, understand and comply with the laws, regulations, and codes of conduct governing the conduct of CPDS competitions and business.
4. Ensure that all transactions are handled honestly and recorded accurately.
5. Protect information that belongs to CPDS, its donors, sponsors, suppliers, employees and volunteers.
6. Avoid conflicts of interest, both real and perceived.
7. Never use CPDS assets or information for personal gain.
8. Recognize that even the appearance of misconduct or impropriety can be very damaging to the reputation of the CPDS, and act accordingly.

**Appendix B**  
**Central Plains Dressage Society, Inc (CPDS)**  
**Conflict of Interest Policy**  
**Board of Directors and Committee Members**

**Part 1 --- Conflict of Interest, Other Than Related Party Transactions**

Pursuant to the “CPDS” Bylaw this Conflict of Interest Policy (the “Policy”) provides a framework of integrity for interactions with or on behalf of the CPDS. Please note that Related Party Transactions are addressed separately according to the provisions set forth in Part II of this Policy.

- CPDS defines a conflict of interest as any personal or financial (both direct and indirect) relationship including relationships of family members (see definition below) that could influence or be perceived to influence your objectivity when representing or conducting business for, or on behalf of CPDS.
- CPDS defines “family” for these purposes as follows: spouse, parent, child or spouse of a child, brother, sister, spouse of a brother or sister, a cohabiting companion, or any other individual with a significant familial or familial---like relationship. Both parent and child shall include stepparent and stepchild.
- CPDS defines a substantial appearance of a conflict of interest as whenever others may reasonably infer from the circumstances that a conflict exists. Because the appearance of impropriety can be just as damaging to the CPDS as actual impropriety, conduct that may reasonably appear to others to be improper must be disclosed so that the appropriate CPDS board or committee may determine whether the situation presents a substantial appearance of a conflict of interest such that a prohibited conflict of interest may be deemed to exist. For these reasons, an individual must recuse himself from participating in the CPDS activity giving rise to the substantial appearance of a conflict of interest unless and until it is determined that no conflict exists.
- Each CPDS Board member and committee member shall fulfill his obligation to disclose any conflict by signing this Policy and submitting Exhibits A and B and, if applicable, C. This must be done within 14 days of acceptance of the position or the individual cannot participate in any relevant meetings. Once an individual has signed this Policy, it is incumbent upon him to update the Exhibits as appropriate. This is a continuing obligation upon the individual.

For purposes of this Policy, the term “committee” includes any group of individuals designated by the President or Board established to perform a particular task (e.g., task forces, ad hoc committees).

Disclosure of Actual or Potential Conflict. The individual with the conflict of interest or potential conflict of interest shall immediately disclose all material facts relating to the existence of a conflict or potential conflict when the issue for which the conflict exists is

brought up at the meeting. This disclosure should include the nature of the conflict and why the individual believes it may be considered to be a conflict.

Provision of Information. The individual with the actual or potential conflict should provide to the board or committee any information relevant to the subject that he might have. In the case of a potential conflict, the board or committee will determine whether a substantial appearance of a conflict of interest exists; if so, the following procedures apply:

- **Leave Meeting.** The individual with the potential conflict must then leave the meeting and not participate at all in the deliberations on the matter and any vote that might be taken. If, after the person has left the room, the deliberating body has questions that he could answer, he can be brought back into the meeting for the sole purpose of answering those questions. Once the questions have been resolved, he should vacate again until the deliberations have been completed and the vote has been taken;
- **Deliberation and Vote.** The remainder of the committee or board should conduct the deliberation on the matter at hand and, if appropriate, proceed to a vote. At all times, the conflicted person does count for determination of a quorum.

## **Part II --- Related Party Transactions**

CPDS is prohibited from entering into any Related Party Transaction unless the transaction is determined by the CPDS Board of Directors to be fair, reasonable and in the corporation's best interest at the time of such determination. Further, any director, officer or key employee who has an interest in a related party transaction shall disclose in good faith to the Board, , the material facts concerning such interest..

Before engaging in a related party transaction, the CPDS Board of Directors must:

- (1 ) Consider alternative transactions to the extent available;
- (2) Approve the transaction by not less than a majority vote of the directors present at the meeting; and
- (3 ) Contemporaneously document in writing the basis for the decision, including its consideration of any alternative transactions.

A "related party transaction" is defined as "any transaction, agreement or any other arrangement in which a director, officer, related party has a financial interest and in which the corporation or any affiliate of the corporation is a participant."

A "related party" is defined as:

- (i) any director, officer or key employee of the corporation or any affiliate of the corporation;
- (ii) any relative of any director, officer or key employee of the corporation or any affiliate of the corporation;
- (iii) any entity in which any individual described in clauses(i) and (ii) of this subparagraph has a thirty---five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent; or
- (iv) substantial contributors to the corporation (within the current fiscal year or the past five fiscal years). A "key employee" is



“any person who is in a position to exercise substantial influence over the affairs of the [CPDS].”

Inappropriate hospitality or gift giving between individuals can also create a conflict of interest. Gifts, cash, travel, hotel accommodations, entertainment or favors are neither to be given nor received except those of nominal value exchanged in the normal course of business. Favors or other assets or gifts may be accepted if they are part of open and generally accepted practices and serve to promote the best interest of CPDS and would not embarrass the individual or CPDS if publicly disclosed and do not compromise the objectivity and integrity of the recipient or donor.

### **Part III --- Failure to Disclose and Enforcement**

#### Failure to Disclose

If the Board of Directors, applicable committee, or any other individual has reasonable cause to believe an individual subject to this Policy has failed to disclose an actual or potential conflict of interest, shall follow the same procedures as listed under “Enforcement” below.

#### Enforcement

Any person who violates or condones the violation of this Policy is subject to disciplinary measures, which may include termination of membership; expulsion from the board, council, or committee; or termination of employment. Allegations of violations should be reported to the CPDS Board which will review the reported violation and initiate an investigation and recommend appropriate action in a confidential report.

**Central Plains Dressage Society (CPDS)  
Disclosure and Certification Statement**

Name:

Position:

By signing this form below, I certify that:

1. I have received a copy of the CPDS Code of Ethics and Conflict of Interest Policy;
2. I have read and understand these policies;
3. I agree to comply with these policies;
4. I affirm that I have a continuing obligation to update Exhibit B and, if applicable, C; and
5. I understand that the CPDS is charitable and in order to maintain its federal tax exemption it must engage in activities that accomplish one or more of its exempt purposes and not engage in activities and transactions that provide impermissible benefits to individuals or entities.

I am aware that if, because of any relationships, positions, or circumstances concerning me, I may have or appear to have a potential conflict of interest, I am required to list such relationships, positions, or circumstances on the annexed Exhibit B, and to return the appropriate completed Exhibit with this Disclosure and Affirmation Statement.

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Signature

Date

**Exhibit B**  
**Central Plains Dressage Society (CPDS)**  
**Conflict of Interest Disclosure Statement**

This Disclosure Statement must be submitted and updated as often as necessary to CPDS. Refusal to provide the requested information or providing incomplete or inaccurate information may result in removal from office or Board membership, committee membership or employment.

Note: Please include yourself or any immediate family member, including spouse, partner, parent, or children when answering the following questions.

1. If you or any member of your immediate family is an officer, partner, director, trustee, owner or employee of any person or any entity which does business with CPDS, please list the name and address of the entity(ies) and the nature of your relationship with said person or entity(ies), and describe the dealings. If none, please state "none."

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2. If you or any member of your immediate family is a Licensed Official of CPDS, has a relationship with any Licensed Competition, including but not limited to managing or holding an ownership interest in any Licensed Competition, please list the name and address of the person or entity(ies) the nature of the relationship with said entity(ies), and describe the dealings. If none, please state "none."

Ex: I am a competition manager of the Pony Finals, a CPDS Licensed Competition.

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3. If you or any member of your immediate family is a sponsor of CPDS or any Licensed Competition please list the name and address of the entity(ies), the nature of the relationship with said entity(ies), and describe the dealings. If none, please state "none."

Ex: My spouse owns a business that sponsors a class at the Pony Finals.

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4. If you or any member of your immediate family is a member of a committee or Board of Directors of an equestrian association, please list the name and address of the person, the position of the person within the association. If none, please state "none."

Ex: I am on the WDAOK Executive Board.

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5. If you or any member of your immediate family holds an ownership interest in a closely-held company or other business entity, or at least a five (5%) percent ownership interest in any public company which does business with CPDS, please list the name and address of

the entity(ies), the nature of your relationship with said person or entity(ies) and describe the dealings. If none, please state "none."

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6. If you have any reason to believe that any of the persons or entities with which you or immediate members of your family are affiliated may have business dealings with CPDS in the future, please list those entities and the nature of such dealings. If none, please state "none."

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7. Are you an employee or employer of another CPDS Director or do you have any other business dealings or financial dealings with another CPDS Director or any company or concern with which that Director is involved?

Yes       No

If you have answered yes to the above, please provide the details as follows.

If you or any member of your immediate family is an officer, partner, trustee, owner or part-or fulltime employee (contractual or otherwise) of a Director of CPDS or the entity owned or in which said Director has at least a five (5%) percent ownership interest, please list the name and address of the Director, the nature of your relationship with said Director(s) and describe the dealings. If none, please state "none."

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8. If there is any relationship or matter not disclosed above which might be perceived to compromise your obligations to CPDS under its Conflict of Interest Policy or which may raise questions of a conflict between your duty and loyalty to CPDS, your loyalty to any other entity and/or your economic self-interest, please indicate here what that relationship or matter is. If none, please state "none."

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Signature

Date

**Appendix C**  
**Central Plains Dressage Society (CPDS)**  
**Email Etiquette Policy**

CPDS recognizes the need for email etiquette policy to establish discipline and order in its email communication.

1. This email Policy applies to the use of email for any CPDS business or by any person.
2. Email is to be used only to communicate factual information and reports of activities
3. Email shall main a civil tone and focus on the presentation of facts.
4. A “request for email action” may be initiated when an email becomes argumentative, expresses anger, sarcasm and frustration that may silence the receivers, delivers an unhelpful or contentious tone, includes and kind of name calling or derogatory reference, expands the subject to include past grievances and history, expands the score of the debate to additional receivers when the matter should remain restricted to persons who are part of the original dialogue.
5. An “email committee” consisting of the president, vice president, and two additional board members shall review all email complaints and make recommendations to the CPDS board of directors. These recommendations may include, but is not limited to, no action, private email warning, board of directors email warning, dismissal from committee or board.