

Date: March 2, 2016

**2016 MINUTES  
3RD MEETING OF THE BOARD OF DIRECTORS  
MICHIGAN ROWING ASSOCIATION  
HELD ON WEDNESDAY, MARCH 2, 2016, 9:00 P.M.- 9:50 P.M.  
PHONE: 712.432.0190  
PARTICIPANT CODE: 608705**

Attendance: **Patrick Finn  
Josh Damm  
Tony Sifuentes  
Ian Gilbertson  
Ted Matherly  
Jon Miller  
Stephen Lanham  
Jacob Siddall  
Wesley Vear**

**M2.1 Call to Order, Opening Remarks Ian**

**M2.2 Adoption of Agenda**

Prior to the meeting, the agenda is set as follows:

- A. President's Update
- B. Officer Updates
- C. MRA re-branding update
- D. 40th Anniversary Update
- E. Indoor Training Facility Discussion: Part 2
- F. Rec Sport Memorandum of Understanding

**M2.3 Next Meeting**

**M2.2 A President's Update Patrick**

Nothing new this month. Patrick wanted to move directly to the Rec Sport Memorandum of Understanding discussion (see below).

**M2.2 B Officer Updates Josh**

MRA Account (Operations): N/A  
FOMC Account (Fundraising): N/A  
Gift Account: N/A

On the fundraising front, Josh is hoping to finalize class challenge results this weekend and get results out next week. We are going to have to work to get the rec sports account information in a timelier manner. So far, the donation total for FY2015 looks ahead of the total from FY2014.

**M2.2 C MRA Re-banding Update Tony**

Feedback was provided for the two new logo ideas (see “Exhibit A:” below). Tony is going to reach out to Underground printing to see if they have any feedback on what would be best for screen printing and embroidery.

In terms of the website, the Board discussed different domain names that help portray the new MRA brand. Considering the low price of reserving a specific domain name, the Board was leaning toward purchasing several names that may be used.

**M2.2 D 40th Anniversary Update**

**Tony**

No new information from a logistic perspective. Once the new MRA logo is finalized and approved, Tony will work to build a social media outreach to alumni. The board is also brainstorming additional activities.

**M2.2 E Indoor Training Facility Discussion: Part 2**

**Ian**

With the immediate deliverable of communicating alumni feedback to Rec Sports on the two proposed indoor training alternatives, the Board refocused the discussion on the practicality of MRA owning an indoor training facility. The alternative of utilizing the new women’s space versus our own was again discussed. While no conclusions were reached from the discussion, the Board is weighing the benefits of performing further research as to the sensibility of purchasing and constricting a facility.

**M2.2 F Rec Sport Memorandum of Understanding**

**Patrick**

Annually, MRA signs a memorandum of understanding with the University. There were several changes this year as Patrick and the University have been debating several issues. Ultimately, the below version was presented to the Board (see “Exhibit B:” below). Patrick proposed a motion to vote to sign the proposed Rec Sport Memorandum of Understanding. The motion was seconded by Ian and unanimously accepted. See separate voting results.

**M2.3 Next Meeting**

April 6, 2016

**Exhibit A:**



## Exhibit B:



### 2015-2016 Memorandum of Understanding

#### Department of Recreational Sports, Club Sports Program

This Memorandum of Understanding between the Booster Club of the University of Michigan Men's Rowing Club Sports team and the University of Michigan, Department of Recreational Sports is entered into in a spirit of renewed partnership to create a safe and successful Club Sports experience for all.

#### Recitals and Background

The University through its Club Sports Program has an obligation and a right to protect the safety and best interests of the individual student athletes and the teams that are part of the Club Sports Program.

The University has made explicit a higher level of accountability for the Club Sports Program and the Club Sports teams to protect the student athletes, teams and the University.

The Club Sports Program recognizes the competitive spirit of the student athletes, the desire to represent their University and at the same time acquire experiences and skills that will benefit them throughout their lives.

Recreational Sports/Club Sports recognizes that the staff, coaches, parents, advisors, booster clubs and alumni are all inputs into a successful Club Sports team. These individuals define success as enabling students to compete and safely play a sport that teaches them lifelong lessons, to grow physically and intellectually, to understand the joy of winning, the lessons of losing and the grace in competition.

The Booster Club recognizes the obligation and responsibility of the Club Sports Program to provide program oversight, supervision, support and service.

### ***Obligations***

In furtherance of the above Recitals and Background, Club Sports and the Booster Club agree that:

The Booster Club will:

- *Provide funding for the Head Coach's compensation and benefits in accordance with University policies and programs. The compensation structure (including eligible annual increases) and subsequent employee benefits will be determined by the University. The funding requirements associated with the compensation and benefits will be provided annually in writing to Michigan Rowing Association with every effort made to provide the information by August 1; the Booster Club will be notified in advance of any delays. The funding requirements for the current head coach's compensation and university-provided benefits, as a University of Michigan employee, are outlined in the attached Rider No. 1, Head Coach's Salary Commitment*
- Provide a copy of the annual information Form 990, Return of Organization Exempt from Income Tax, each year which verifies the entity's charitable status or Internal Revenue Code (IRC) Section 501(c)(3) exempt status and provide a copy of the annual tax return;
- Provide quarterly bank or financial statements from outside accounts on which the team members are signators on Dec. 31, Mar. 31, June 30, Sept. 30 statement dates. Any such accounts must be owned and overseen by the Booster Club. Club sport teams are not allowed to own external bank accounts;
- Provide a copy of the team bylaws annually. If the bylaws are updated, all changes must be submitted to the Club Sports office within 5 business days of the changes.
- Follow University policy and procedure related to team operations on campus and on travel status;
- Provide the team support through developing a fan base as well as an alumni database;
- For activities associated with the Club team, provide insurance coverage per the attached Rider No. 2, Insurance.

The University will:

- Provide program and administrative oversight of the Club team;
- Provide indoor practice space for the Club team;
- Provide assistance with travel arrangements for the Club team;
- Provide a small allocation of funding for equipment and travel (to be determined annually) to the Club team;
- Provide financial administration of team's University Gift and Agency accounts;
- Provide liability insurance for student athletes and volunteers approved by the Club Sports program while engaged in approved activities on sanctioned travel events as recorded with the Club Sports program ;
- Assist with increased exposure via websites/social media;
- Allow Club team use of University of Michigan logo on apparel and equipment with the stated guideline of the University of Michigan;
- Work with the Booster Club to ensure alumni donations are deposited in the team's University Gift Account and are distributed in accordance with the intent of the donor;
- Provide insurance coverage for damage or theft of team owned equipment registered with the Club Sports program
- Coordinate, through the University of Michigan Property Disposition office, the sale of equipment identified by the team and booster club as obsolete and ensure proceeds from the sale are re-deposited in the team's gift account.

Either party may terminate this agreement by providing written notice to the other at the addresses listed below.

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Mike Widen  
Director, Recreational Sports  
401 Washtenaw Avenue  
Ann Arbor, MI 48109

Date

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Patrick Finn  
Booster Club President  
P.O. Box 7164  
Ann Arbor, MI 48107-7164

Date

*Rider No. 1, Head Coach's Salary Commitment*

*The Michigan Rowing Association (MRA), a 501c3 organization, commits to fund the position of Head Rowing Coach for the University of Michigan Men's Rowing Team.*

*MRA will support a renewable one-year commitment to the Men's Head Rowing Coach's salary and benefits, which will be a 60% FTE position at the University of Michigan.*

*Funding will be in the form of a check to the University for these expenses, payable up front covering 4-month installments. Checks are due to the Club Sports office no later than:*

- *August 1 (covers September-December salary)*
- *December 1 (covers January-April salary)*
- *April 1 (covers May-August salary)*

*An email statement for the Head Coach's salary payments will be sent to the MRA President and Treasurer approximately 30 days in advance of the payment due date.*

*For the 2015-2016 school year, each installment will be \$22,500. MRA's total responsibility for the year will therefore be \$67,500, which should translate to a salary of \$50,000. Should the University terminate the Head Coach or the position itself, the MRA will not be responsible for future salary payments to the University, past the date of termination.*

*Should the situation arise that a new Head Coach is hired, this commitment would be re-evaluated.*

## Rider No. 2, Insurance

### Insurance Coverage and Levels

Unless more specific insurance provisions are attached, the Booster Club shall, at the Booster Club's expense, obtain and maintain the following coverage:

1.1 Commercial General Liability Insurance, including products and completed operations insurance (\$1 million per occurrence/\$3 million annual aggregate).

1.2 Automobile liability for owned, non-owned and hired vehicles minimum limit (\$1 million each accident).

1.3 Booster Club agrees to have the Regents of the University of Michigan added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and incidents arising out of Agreement.

1.4 Booster Club agrees to provide the University with thirty (30) days prior written notice of any reduction in limits or cancellation of any of the above insurance.

1.5 If any of the required insurance is on a "claims made" basis and is cancelled during the term of this agreement, Booster Club agrees to purchase tail coverage or prior acts coverage so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.

Booster Club shall provide the University with a certificate of the above insurance coverage and amounts. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the Booster Club of its liabilities and obligations under this Agreement.