

BRIDGETOWN YOUTH ATHLETIC ASSOCIATION INC.

2025 Organization Bylaws

Our Mission:

To work collaboratively with the Oak Hills Athletic Department and Football Staffs to teach our area youth football fundamentals and play for the Oak Hills School District. We will accomplish this through a safe, structured and supervised athletic experience.

Article I: Organization

The organization name shall be BRIDGETOWN YOUTH ATHLETIC ASSOCIATION, INCORPORATED, also known as Oak Hills Little Highlanders Youth Football.

Article II: Membership

The membership of this organization shall be: active coaches and their respective team moms listed on a roster for a given calendar year (January - December), appointed committee members approved by the executive board or hold an elected or board approved position within the association. In order to become a member in good standing and qualify to vote for officers, that member must have been recognized at a scheduled meeting and agree to the BYAA code of conduct. All members must attend at least 50% of the BYAA meetings and/or the Executive Board meetings in order to receive their voting rights. The starting date for new members shall be the date they are eligible to become members. An annual criminal background check will be performed on all members. These background checks will be submitted to the President and Football Coordinator for review, if necessary, and kept on file. All information will be kept confidential. The association shall incur the initial cost associated with the criminal background check. All members and coaches must be at least (18) years of age or older and agree to the Code of Conduct. The head coach nominates the assistant coaches for their team and submits a list to the appropriate Coordinator for approval by the Executive Board.

Article III: General Membership Meetings

1. This association will conduct General Membership Meetings on a monthly basis, if necessary, with a minimum of 4 meetings per year.
2. The power and authority of this organization shall be exercised through a vote by members in good standing at the conclusion of the General Membership Meeting to be held during the month of December.
3. The following is the order of business for all meetings:
 - Opening of the meeting
 - Hearing of the public
 - Meeting adjourned to public
 - Approval of the minutes
 - New Members
 - Financial Report
 - Committee Reports
 - Elections (if any)
 - Old Business
 - New Business
 - Closing of the meeting

ARTICLE IV: EXECUTIVE BOARD

Section I: Executive Board Members

1. President

It shall be the duty of the President to preside over all membership meetings, appoint committees, and ensure that all committee recommendations approved by the general membership or Executive Board are carried out. The president shall be the representative to the general public, and may attend central organizational meetings in which BYAA is a member. The President shall have the authority to sign checks, drafts, notes, bonds and orders for payment subject to the approval of the Executive Board. The President and Treasurer together have the power and authority to manage, close or open financial relationships as necessary in the best interest of BYAA. The President shall oversee all purchasing, and shall hold a key to the post office box. In the event of a tie in the vote among the Executive Board, the President casts the deciding vote.

2. Vice President

It shall be the duty of the Vice President to assist the President whenever necessary. In the President's absence or in the event of his inability to act, the Vice President shall perform the duties of the President. The Vice President shall perform such other functions as the Board may from time to time assign. The vice president will lead the Disciplinary Committee if assembled.

3. Secretary

It shall be the duty of the Secretary to record the proceedings of all meetings and distribute them via email, conduct the general correspondence of the organization, send notice of all meetings, and other notice(s), as required; record committee appointments; furnish committees with necessary material(s); keep copies of the Bylaws and other permanent records as necessary. The Secretary will maintain current player and coaches' lists by team and will provide this information as necessary. The Secretary will be the liaison to cheerleading. The Secretary will also maintain/update the association's website working closely with the Association Webmaster. At the conclusion of each calendar year the secretary will print all current year meeting minutes for general membership and board meetings and a current copy of the association bylaws and submit those to the treasurer for inclusion in the yearly financial documentation. The Football Coordinator Is required to ensure all Coaches and Team Moms submit criminal background check request forms prior to the season and ensure that the background checks are completed, by an agency of the boards choosing, and those completed background checks are returned and reviewed prior to the start of the football season with the help of the League Rep.

4. Treasurer

It shall be the duty of the Treasurer to collect all dues and care for the funds of this organization; maintain accurate records of all receipts and disbursements; pay all bills upon direction of the President and or approval; work with other board members to develop a budget, review submissions for equipment/other budget needs and align them with expected revenue for the upcoming season, submit a monthly report at each regular meeting and submit an annual report. The Treasurer shall have the authority to sign checks, drafts, notes, bonds and orders for payment. The President and Treasurer together have the power and authority to manage, close or open financial relationships as necessary in the best interest of BYAA. In the absence of the President, Vice President and Football Coordinator the Treasurer shall preside over the meetings. The Treasurer will also oversee the purchases and correspond with the President over all financial matters. The Treasurer will also be responsible for the filing of all tax forms. In addition, the Treasurer will be responsible for the filing of the organization's incorporation papers that are updated every (5) years, starting in 2004 and every subsequent five year period thereafter. The treasurer will also insure that a yearly audit is conducted by a 3rd party CPA firm if recommended by the Executive Board. The Treasurer will be elected bi-yearly beginning in 2018 and will serve a 2-year term.

5. Treasurer Assistant

It shall be the duty of the Treasurer Assistant to assist the Treasurer with all his/her duties. This will be an appointed position by the incoming Board elected in each December. This person should be associated with the alternate block of teams that the Treasurer is associated with.

6. Football Coordinator

It shall be the duty of the Football Coordinator to provide written scheduled event dates, any conference or league paperwork, and maps for all away games to all Head Coaches with enough lead time to ensure adequate opportunity to notify players, parents and the Cheerleading Association. The Football Coordinator will ensure that all Head Coaches are certified by league and Association rules. The Football Coordinator will provide a list of Head Coaches and Assistant Coaches and submit it to the Executive Board. In the event the Executive Board does not approve a Head Coach, or an Assistant Coach, a new recommendation must be submitted. The Football Coordinator will also work collaboratively with the Football Equipment Manager on the identification and purchasing of equipment for the Association and develop a schedule for equipment dispersal and returns. The Football Coordinator will advise Head Coaches in between monthly BYAA meetings, if necessary, of any information that can affect their team during the season. In the absence of the President and Vice President the Football Coordinator shall preside over the meetings

7. Football Coordinator Assistant

It shall be the duty of the Football Coordinator Assistant to assist the Football Coordinator with all their duties. The Football Coordinator Assistant will also attend all league meetings if the Football Coordinator is unable to attend. This will be an appointed position by the incoming Board elected in each December. This person should be associated with the alternate block of that the Football Coordinator is associated with.

8. League Representative

The League Rep will attend all league meetings and report any issues or information to the General Membership. The League Rep will work with the President on all football issues concerning the league.

9. Football Equipment Manager

It shall be the duty of the Football Equipment Manager to ensure that the football equipment of the organization meets or exceeds all safety standards established by the NOCSAE Council, or any other authority on safety in Youth Football as required by the league. The Football Equipment Manager will provide an inventory list of all equipment to the Board, as requested. The Football Equipment Manager or a member of this organization will oversee all football equipment dispersal and returns and ensure that all paperwork is properly completed.

10. Football Equipment Assistant

It shall be the duty of the Football Equipment Assistant to assist the Football Equipment Manager with all their duties. This will be an appointed position by the incoming Board elected in each December. This person should be associated with the alternate block of teams that the Equipment Manager is associated with.

11. Fundraising Coordinator

It shall be the duty of the Fundraiser Coordinator to ensure that all fundraising responsibilities are meeting the needs and standards of the organization. Job responsibilities will include raffle tickets, assist with golf outing, assist with concession stand coordination, spirit wear, and any other fundraisers appointed. Also, the fundraising coordinator will hand-out all fundraiser info to the team moms and be responsible for collecting the tickets and or money.

12. Concessions Coordinator

It shall be the duty of the Concession Coordinator to ensure that all pre and game day concessions responsibilities are meeting the needs and standards of the organization. Job responsibilities will include managing & ordering all supplies/food for game day concessions, keeping track of inventory, coordinating delivery/pickup of supplies, ensuring equipment is in good working condition, and overseeing operation of concessions on game days. Other duties related to concessions may be assigned.

13. Concessions Coordinator Assistant

It shall be the duty of the Concession Coordinator Assistant to ensure that all pre and game day concessions responsibilities are meeting the needs and standards of the organization. Job responsibilities will include keeping track of inventory, coordinating delivery/pickup of supplies, ensuring equipment is in good working condition, and overseeing operation of concessions on game days. All information regarding inventory or equipment will be communicated to the Concessions Coordinator for reordering after game day. Other duties related to concessions may be assigned. This will be an appointed position by the incoming Board elected in each December. This person should be associated with the alternate block of teams that the Concessions Coordinator is associated with.

14. Disciplinary Coordinator

It shall be the duty of the Disciplinary Coordinator to ensure that the conduct of Board Members, coaches, team moms, players and spectators complies with the Oak Hills Little Highlanders (BYAA) Code of Conduct. The coordinator shall receive, review and investigate all reports of codes of conduct infractions and will report all issues to the Vice President and President. If the infraction requires the assembly of a Disciplinary Committee, the Disciplinary Coordinator will also complete a written report regarding the Disciplinary Committee's actions and findings in all matters and will submit said report to the Secretary, for record keeping. It shall also be the Disciplinary Coordinators responsibility to act as Sergeant-at-Arms during all organizational meetings and events.

15. The Oak Hills High School football varsity head coach will be an honorary member of the Executive Board. This is a nonvoting Board position.

16. Trustees

There shall be three Trustees elected annually. It shall be the duty of the trustees to review the monthly meeting financial reports and compare them to the financial books of this organization, as necessary or prior to the filing of the yearly IRS 990, and report any discrepancy to the board. It shall also be the duty of the trustees to work directly with the Fund Raising Coordinator to ensure the financial stability of this organization. This is accomplished through fund raising, concessions, golf outings or any other function that generates funds for the benefit of our children and this organization. They shall also work on any other committee or project as directed by the President. This is a nonvoting Board position.

17. Vacancy

In the event an officer or trustee resigns, or requests to vacate an office, the Executive Board will appoint a replacement for the remaining term.

Section II: Executive Board and ELECTIONS

1. The Executive Board shall be part of the general membership of BYAA.

2. The eligible general membership nominates and elects all Officers and the (3) trustees by majority vote except for the 4 "Assistant" positions. Assistant positions will be appointed after election by the incoming board in order to ensure representation from alternate blocks of teams and game day representation of the Board. If more than one person from the alternate block is interested in an Assistant Position, the incoming Board will vote and majority rules. These Assistant appointments should take place at the first Board Meeting after the election if possible. All other positions will be elected at December Association meeting by eligible general membership.
3. Nominations will be made at the end of the October or November meeting. A nominating committee will be appointed by the President at the October or November meeting. Anyone on the nominating committee is ineligible to run for a board position during that election.
4. You must be recognized as part of the general membership for one full year to receive and accept a nomination for an elected Board position. The Executive Board may wave this requirement as it sees fit.
5. You must be a member in good standing and have attended 50% of the meetings, during the present year, or since the time of your appointment to receive and accept a nomination. All nominations must be made in writing. Nominees have until the deadline of the time frame set by the nominating committee to accept or decline. Elections shall be held during the December meeting. The election is for nominated positions only, there shall be no write-ins. Any position that does not have an individual nominated will not be listed on the ballot and cannot receive any votes. Positions that have no nominees will be appointed by the incoming board.
6. No one can run for more than one Executive Board position. If nominated for more than one Executive Board position, the nominee must choose which position they will run for and advise the nominating committee in the time frame discussed in section 2, number 3.
7. Only eligible Members can receive and accept a nomination.
8. The following positions shall make up the Executive Board: President, Vice President, Secretary, Treasurer, Asst. Treasurer, Football Coordinator, Asst. Football Coordinator, Football Equipment Manager, Asst. Football Equipment Manager, Fundraiser Coordinator, Concessions Coordinator, Concessions Coordinator Assistant, Disciplinary Coordinator, and trustees. Trustees are nonvoting Board Positions.
9. All Executive Board Member positions will be elected on an annual basis except for the Treasurer which will be bi-yearly.
10. The duties of the Executive Board shall include:
 - Approval of proposed budget and or commitments made in the name of BYAA.
 - Approval of any expenditure over \$500 not included in approved budget.
 - Review all grievances or concerns submitted in writing or in person. All concerns and grievances will be addressed within a timely manner.
 - Approve the nominations for Head Coaches.
 - Approve the removal of a Head Coach, member or any other person as recommended by the disciplinary committee.
 - Review and approve assistant coaching lists submitted by head coaches.
 - Set registration and equipment deposit fees.
11. No two board members are permitted to be within the same immediate household.
12. No board member with voting privileges can be a member of any other football related youth sports board.

13. 2/3rds of the Board Members must be present to vote on any issue concerning BYAA, and majority rules. Email and or Text can be used as a voting method as long as all members are notified and given a chance to respond.
14. The Executive Board shall have all the rights and privileges of Members as are provided under Ohio nonprofit corporation law including Section 1702.14 of the Ohio Revised Code.

Article V: Bylaws

1. This organization shall adopt bylaws once every 2 years - starting in 2011. Bylaws may be amended by the February meeting of the General Membership by a majority vote of those present. Upon approval of the general membership, the bylaws are final. Most recent review 7/11/2025.
2. Incorporation papers must be updated every five (5) years with our present attorney. This process is subject to audit and may occur more often. The years for incorporation will be as follows: 2009, 2014, 2019, 2024 etc. THIS IS A MUST. Incorporation papers are the responsibility of the Treasurer.

Article VI: Organization Termination

In the event of termination of this organization, Bridgetown Youth Athletic Association, Inc., all assets will be liquidated. All funds will be donated to The Cincinnati Children's Hospital.

Article VII: Coaches, Team Moms, Trainers and Members

1. Each team, under jurisdiction of the organization, may have up to but not more than eight (8) Football coaches that includes the head coach, and one (1) team mom. All will adhere to the Code of Conduct. The duties of the Head Coach, among other things, include proper registration and qualification of all players assigned to the organization. Failure to perform these duties or the attempt to falsify registration or qualification will result in dismissal from the organization. An application must be submitted to the Football Coordinator for all head coach and team mom positions. All positions for head coach and team mom will be interviewed by the executive board prior to approval.
2. Any member that knowingly commits any wrongful act can be removed by a Majority vote of the Executive Board.
3. All coaches, team moms, board members and appointed committee members must sign an authorization form to have a criminal background check completed. All members of the Executive Board must keep strict confidentiality about the criminal background checks. Criminal background checks will be updated every year. All criminal background checks and completed coaches' rosters must be turned in at the Boards discretion.
4. All coaches must be Heads Up certified by USA Football and Concussion Certified through CDC.gov. The certificates for the completed courses must be submitted to the football coordinator prior to the first team practice. Anyone without the proper certification will be unable to coach until they are completed. Additionally, All Head Coaches and one additional coach must be CPR certified per team.
5. All head coaches are required to attend 50% of the meetings from the time they are appointed. Failure to attend the required number of meetings subjects the coach for removal by the Executive Board. The Head Coach may appoint an

Assistant Coach to attend in his/her absence.

6. All Coaches must actively participate in the organization's functions. Failure to do so may result in disciplinary action up to and including dismissal from coaching duties. (Ex: assisting with set up and cleanup of fields, concessions, fundraisers)
7. A Coach may only be a head coach for one team, same for Team Moms, they may only be a team mom for one team.

Article VIII: Committees

The President of BYAA will appoint and oversee all Committees with the exception of the Disciplinary committee.

Article IX: Equipment

Football Uniforms: BYAA will supply a helmet, chin strap, shoulder pads, and practice jersey. All equipment MUST be returned. All equipment and accessories will be handed out after the registration, jersey and raffle fees are paid in full. If Parents decide to purchase their own equipment, they will not be reimbursed for said equipment. All parent purchased equipment must comply with current League requirements. All parent purchased equipment must be maintained at all times by the parent (i.e. Helmet certification). Any injury that occurs due to parent purchased equipment will not be covered by the association's insurance.

Association insurance is a secondary insurance only. The Parent's or Guardian's insurance is primary insurance whenever insurance is necessary.

Article X: Children

Parents will be provided the opportunity at sign-ups to select which team they would prefer their child play on. There shall be a minimum of 12 players per team (in accordance with League regulations).

In the event that we cannot meet the criteria defined above, the Association will place new signees based on team needs.

All football players must play for the team within their grade level except in cases of extenuating circumstances upon Board approval. Kindergarten players must be age 5 before June 1st. Eligibility requirements are dictated by current League requirements.

All players must adhere to the Code of Conduct.

Hardship cases will be reviewed on an individual basis. They should be put into writing and given to the Football Coordinator and President to be reviewed and then approved.

If any child is dismissed from football, by the Disciplinary Committee, it must be put into writing, on association letterhead, and given to the Football Coordinator to be reviewed by the Executive Board. This will be signed by the President, Vice President, and Football Coordinator and sent by mail to the appropriate parties.

Article XI: Record Keeping

All financial records, audits, IRS forms, legal correspondence, Executive Board minutes, General Membership minutes and Disciplinary Board findings will be kept for 7 years plus current.

This rule shall apply to documents created on or after the effective date of the current by-laws or 3/1/11, whichever is later.

INDEMNIFICATION

The corporation may, to the full extent permitted by the nonprofit corporation law of Ohio, indemnify and defend all persons whom it may indemnify and defend pursuant thereto. Any person who accepts the offer of the corporation to defend him/her pursuant to this section or the nonprofit corporation law of Ohio shall do so only upon the condition that he/she relinquish to the corporation his/her individual right to retain counsel and conduct his/her own defense.

(E)(1) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of or a volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that the person's conduct was unlawful.

(2) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee, or agent of or a volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any of the following:

(a) Any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper;

(b) Any action or suit in which liability is asserted against a director and that liability is asserted only pursuant to section 1702.55 of the Revised Code.

(3) To the extent that a director, officer, employee, member, manager, agent, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in division (E)(1) or (2) of this section, or in defense of any claim, issue, or matter in such an action, suit, or proceeding, the person shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with that action, suit, or proceeding.

(4) Unless ordered by a court and subject to division (E)(3) of this section, any indemnification under division (E)(1) or (2) of this section shall be made by the corporation only as authorized in the specific case, upon a determination that

indemnification of the director, officer, employee, member, manager, agent, or volunteer is proper in the circumstances because the person has met the applicable standard of conduct set forth in division (E)(1) or (2) of this section. Such determination shall be made in any of the following manners:

- (a) By a majority vote of a quorum consisting of directors of the indemnifying corporation who were not and are not parties to or threatened with the action, suit, or proceeding referred to in division (E)(1) or (2) of this section;
- (b) Whether or not a quorum as described in division (E)(4)(a) of this section is obtainable, and if a majority of a quorum of disinterested directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the corporation or any person to be indemnified within the past five years;
- (c) By the members;
- (d) By the court of common pleas or the court in which the action, suit, or proceeding referred to in division (E)(1) or (2) of this section was brought.

If an action or suit by or in the right of the corporation is involved, any determination made by the disinterested directors under division (E)(4)(a) of this section or by independent legal counsel under division (E)(4)(b) of this section shall be communicated promptly to the person who threatened or brought the action or suit under division (E)(2) of this section, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

(5)(a)(i) Unless, at the time of a director's or volunteer's act or omission that is the subject of an action, suit, or proceeding referred to in division (E)(1) or (2) of this section, the articles or regulations of the corporation state, by specific reference to this division, that its provisions do not apply to the corporation, or unless the only liability asserted against a director in an action, suit, or proceeding referred to in division (E)(1) or (2) of this section is pursuant to section 1702.55 of the Revised Code, or unless division (E)(5)(a)(ii) of this section applies, the expenses incurred by the director or volunteer in defending the action, suit, or proceeding, including attorney's fees, shall be paid by the corporation. Upon the request of the director or volunteer and in accordance with division (E)(5)(b) of this section, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding.

(ii) Notwithstanding division (E)(5)(a)(i) of this section, the expenses incurred by a director or volunteer in defending an action, suit, or proceeding referred to in division (E)(1) or (2) of this section, including attorney's fees, shall not be paid by the corporation upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the corporation by the director or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction that the act or omission of the director or volunteer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with a reckless disregard for the best interests of the corporation.

(b) Expenses, including attorney's fees, incurred by a director, officer, employee, member, manager, agent, or volunteer in defending any action, suit, or proceeding referred to in division (E)(1) or (2) of this section may be paid by the corporation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, member, manager, agent, or volunteer to repay the amount if it ultimately is determined that the person is not entitled to be indemnified by the corporation.

(6) The indemnification authorized by this section is not exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the articles, the regulations, any agreement, a vote of members or disinterested directors, or otherwise, both as to action in their official capacities and as to action in another capacity while

holding their offices or positions, and shall continue as to a person who has ceased to be a director, officer, employee, member, manager, agent, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(7) A corporation may purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a director, officer, employee, agent, or volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against that liability under this section. Insurance may be so purchased from or so maintained with a person in which the corporation has a financial interest.

(8) The authority of a corporation to indemnify persons pursuant to division (E)(1) or (2) of this section does not limit the payment of expenses as they are incurred, in advance of the final disposition of an action, suit, or proceeding, pursuant to division (E)(5) of this section or the payment of indemnification, insurance, or other protection that may be provided pursuant to division (E)(6) or (7) of this section. Divisions (E)(1) and (2) of this section do not create any obligation to repay or return payments made by a corporation pursuant to division (E)(5), (6), or (7) of this section.

(9) As used in division (E) of this section, "corporation" includes all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a director, officer, employee, agent, or volunteer of a constituent corporation or is or was serving at the request of a constituent corporation as a director, officer, employee, member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, shall stand in the same position under this section with respect to the new or surviving corporation as the person would if the person had served the new or surviving corporation in the same capacity.