

# ROGUE VALLEY SCHUTZHUND CLUB

## CONSTITUTION AND BY-LAWS

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### **Article I. Name**

- (a) The name of this association is the ROGUE VALLEY SCHUTZHUND CLUB and shall be known as such.
- (b) The proper abbreviation of this name shall be "RVSC".

### **Article II. Purpose**

- (a) Promote humane training methods for the working dog.
- (b) Support responsible dog ownership and breeding practices.
- (c) Support the sport of Schutzhund/IPO by organizing trials, tests, training and seminars.
- (d) Support movements that demonstrate the advantages of Schutzhund/IPO training.
- (e) Promote working dogs by creating interest and educating the public.
- (f) Support the use of dogs in therapy work, search and rescue, and by police & fire departments.
- (g) Provide a supportive environment where members are afforded the opportunity to work together to achieve goals set for themselves and their dogs.

### **Article III. Club Status & Banking**

- (a) This club shall be conducted as a non-profit organization.
- (b) All dues, levies, and other income shall be disbursed to promote the objectives of this club, along with associated social activities.
- (c) The Club bank account shall be opened in the name of the Club and have at least two authorized signatures, one of the signatures will be the Treasurer, and one of another Board member.
- (d) Individuals, who incur expenses in the course of official duties, or in the service of the club, may apply to the Treasurer for reimbursement of said expenses. Reimbursement, if any, must be approved by a three-fourths (3/4) Board of Directors majority.

## **Article IV. Club Dissolution**

- (a) The club may be dissolved at any time by written consent of three-fourths (3/4) majority vote of its voting members in good standing. In the event of club dissolution, whether voluntary or involuntary, after payment of all debts and liabilities of the Club, its assets and property shall be given to a 501(c) 3 organization benefiting canines.

## **Article V. Application for Membership**

### **Section 5.01 Applying for Membership**

- (a) Prior to applying for membership, applicant shall attend four (4) training sessions. At these sessions, the Training Director will evaluate the applicant's dog for prey and defense drives. If the dog's prey and/or defense drives or temperament are not suitable for the sport of Schutzhund, the applicant will be informed of this by the Training Director.
  - i) The first training session is free and you are welcome to bring your canine(s). Attendance at your second training session, and each thereafter (until accepted as a member), are \$10.00 each.
  - ii) Prior to participating in club activities, potential members are required to register with the Secretary or Treasurer and pay any required fees.
- (b) After attendance of four (4) training sessions, individuals interested in becoming members should submit a completed RVSC Membership Application to the club Secretary.
  - i) Membership applications are voted on only at general club meetings.
  - ii) Election to active membership requires approval by the majority of voting members present, in good standing.
  - iii) In the interim period, potential members continue to pay \$10.00 per training session.

### **Section 5.02 Upon Acceptance of Membership**

- (a) The first 12 months of membership is a probationary period in which membership may be terminated by a three fourths (3/4) majority vote of the Board of Directors for conduct prejudicial to the best interests of the club.
- (b) New members have 30 days to:
  - i) Obtain their USA membership and provide copy of membership card to RVSC Secretary. Failure to do so within the 30 day period will result in Membership termination.

- ii) Pay the annual insurance levy (amount of which is determined annually by the Board). Insurance levy will not be pro-rated regardless of month membership is accepted

## **Article VI. Membership and Voting Rights**

### **Section 6.01 Types of Membership**

The club shall consist of four (4) types of memberships and all members must be active members of United States Schutzhund Clubs of America.

- (a) Individual Membership: Individual members are entitled to vote (after 3 months of membership), hold office and benefit in all the advantages of this organization.
- (b) Household Membership: Household membership constitutes a single vote but recognizes two (2) persons living at the same address. This membership type is entitled to vote (after 3 months of membership), hold office and benefit in all the advantages of this organization.
- (c) Youth Membership: This membership is available to persons 21 years of age or younger and entitles the individual to vote (after 3 months of membership) and benefit in all the advantages of this organization. Youth members however, are not entitled to hold office.
- (d) Member at Large: These members are current on dues but not actively training dogs, represented by their having attended less than 1 training session, seminar or trial in a 3 month period. They are not entitled to vote or hold office.

## **Article VII. Member Misconduct**

- (a) Any member may present charges against another member for alleged misconduct that is prejudicial to the best interests of the club. Written charges with specifications must be filed with the Secretary accompanied by a fifty (\$50.00) dollar deposit. The deposit shall be forfeited in the event the charges are not sustained and refunded in the event charges are sustained. The Secretary shall schedule a hearing to be presided over by the Board of Directors or by a "Board of Inquiry" assigned by the President. All parties shall be allowed to submit relevant evidence concerning the complaint. Following disposition of the complaint, the Board shall give a written decision setting forth the factual findings. In the event the charges were sustained the penalties which may be imposed shall be one or more of the following:
  - i) Written Warning
  - ii) Suspension from any and all functions of the club (for specified time period)
  - iii) Expulsion from the club

## **Article VIII. Membership Termination, Resignation & Rejoining**

- (a) Should membership be terminated for any reason, there will be no reimbursement of dues, levies, or other fees paid.
- (b) Any member may resign, at any time, and may be deleted from membership upon receipt of resignation, in writing, by the Secretary.
- (c) Upon resignation or termination, all club owned equipment and/or documents are to be returned within 10 days to any member of the Board of Directors.
- (d) Prior members wishing to be re-considered for membership must follow the “applying for membership” process (i.e. attend 4 training sessions; submit application for membership, etc.) and are NOT guaranteed membership acceptance.

## **Article IX. Member Fee's**

### **Section 9.01 Membership Dues**

- (a) All members are required to pay dues; including helpers.
- (b) Individual membership dues, for one person, with two dogs, are \$90.00 a quarter.
- (c) Household membership dues, for two people living at the same address, each with one dog, are \$135 per quarter which covers both persons.
- (d) Youth membership dues, for one person, with two dogs, is \$45.00 per quarter
- (e) There is a flat \$45.00 extra dog fee, per dog, per quarter for members wishing to work more than two dogs six (6) months or older at a training session.
- (f) Membership dues are required to be paid no later than the 14<sup>th</sup> day of the first month of the quarter (i.e. Jan/April/July/Oct). If not paid by the 14<sup>th</sup> day of the first month of the quarter, member may not participate in club activities/training until paid in full. If not paid by the end of the second month of the quarter, membership will be terminated.

### **Section 9.02 USA Membership**

- (a) There is a membership fee for new members who are not members of USA. This fee is determined by United Schutzhund Clubs of America. Membership in USA must be kept current. A photocopy of members United Schutzhund Clubs of America (USA) membership card reflecting expiration date shall be provided to the club Secretary annually.
- (b) If a member allows their USA Memberships to lapse for more than 30 days, RVSC membership will be terminated.

### **Section 9.03 Special Levies**

- (a) The Board may approve, by Quorum majority, the collection of special levies against the membership (equally) to meet the expenses of the club.

### **Section 9.04 Annual Insurance Levy**

- (a) Every member must pay an annual Insurance Levy in addition to their monthly membership dues. Fee to be paid will be determined annually by the majority vote of the board (at least 3 month's prior to policy renewal) based on policy premium and number of active members.
- (b) Failure to pay Annual Insurance Levy within 30 days of due date will result in RVSC membership termination.

### **Section 9.05 Visiting Competitors**

- (a) Visiting competitors are required to pay \$25.00 per dog, per day to train with the club.
- (b) Before participating in any club training/activities non-members must register with the Secretary or Treasurer and pay any required fees.

## **Article X. Board of Directors**

- (a) The control and management of the affairs of the club shall be vested in the Board of Directors:
  - President
  - Vice President
  - Secretary
  - Treasurer
  - Training Director
- (b) An individual may hold more than one Director position, but shall have only one vote.
- (c) Only one member of a household may serve on the Board.
- (d) The Board shall have the power to fill any vacancy that may occur between elections except that of the President.
- (e) The Board shall have the power to appoint committees from among the membership.

## **Article XI. Officers**

### **Section 11.01 Duties of the President**

- (a) Preside at all meetings and act as the chief executive of the Club, with eligibility to vote on all matters.
- (b) Be a member of all committees.
- (c) Call general meetings of the Active Membership at least quarterly.
- (d) Call general meetings of the Board of Directors at least quarterly.

### **Section 11.02 Duties of the Vice President**

- (a) In the absence of the President, perform all the duties of the President.
- (b) Officially greet visitors and control their location and movements at club events.
- (c) Answer questions, offer explanations and inform the public of club events.

### **Section 11.03 Duties of the Secretary**

- (a) In the absence of the Vice President, perform all the duties of the Vice President.
- (b) Keep a record of all meetings of the Club, the Board and of all matters of which the Club shall order a record.
- (c) Keep and maintain a roster of members (including: address, phone, email, USA# and USA Expiration date).
- (d) At meetings, circulate sign-in sheets, which become part of the permanent record, and determine if a proper quorum is present to conduct business.
- (e) Have charge of all correspondence and inform members of Club news, date/time of general or special meetings.
- (f) Keep a record of trial results.
- (g) Notify new members of their election to membership
- (h) Notify officers and directors of their election to office
- (i) Maintain, or delegate maintenance, of the clubs website (if applicable).
- (j) Ensure that a liability wavier is signed by all visitors to RVSC.

## **Section 11.04 Duties of the Treasurer**

- (a) In the absence of the Secretary, perform all the duties of the Secretary.
- (b) Receive, collect, and disburse all funds of the Club.
- (c) Maintain a permanent record of all income and expenses. Records shall be open to examination by the Board of Directors at any time.
- (d) Notify the Club Secretary of members in arrears so that the appropriate notification can be made.
- (e) Render a formatted statement regarding the Club funds annually and informally at all general meetings.
- (f) No later than the March general membership meeting, present a written budget for the year, which shall include the current bank balance, projected income, projected expenses, net income or loss, and final bank balance.

## **Section 11.05 Duties of the Training Director**

- (a) In order to maintain a satisfactory and successful training session, keep the flow of training going and schedule time on the field based on order of arrival of the members and non-members alike.
- (b) Be in charge of all Club activities at the training ground during normal training hours.
- (c) Maintain a log of equipment, non-monetary donations, and any other material assets owned by the Club. The log should be available at all times and open to examination by any member in good standing.
- (d) Maintain a log of member owned equipment on loan to the club (if any).

## **Article XII. Election of Officers**

### **Section 12.01 Eligibility**

Members eligible to hold office:

- (a) Have been active members for at least one year immediately prior to the election.
- (b) Are current on all fees due Rogue Valley Schutzhund Club and the parent organization, United Schutzhund Clubs of America.

## **Section 12.02 Nominations & Voting**

- (a) Nominations for the Board of Directors can be made by any member in good standing.
- (b) Each active member in good standing may vote for only one nominee for each office.
- (c) Proxy voting is not permitted for any election.
- (d) Absentee ballots may be obtained from the Secretary up to two weeks prior to Election. If not post marked/returned by due date specified on ballot, vote will be voided.
- (e) Voting is to be conducted via secret ballot, at the general membership meeting of the Club to be held in November or December of each year.
- (f) Any member who is not current on fees due Rogue Valley Schutzhund Club and the parent organization, United Schutzhund Clubs of America, shall be disqualified from voting.

## **Section 12.03 Term(s) of Office**

- (a) The Board of Directors shall be elected for a term of two years.
- (b) There is no limit to the number of terms, successive or otherwise, a director may serve.
- (c) All new Board Members shall assume office as of January 1st.

## **Article XIII. Meetings**

- (a) A majority of the Directors in office being present shall constitute a quorum to conduct business.

### **Section 13.01 General Membership Meetings**

- (a) General membership meetings to conduct business shall be held at such hour and place as may be designated by the Board of Directors. Reasonable attempts should be made to schedule the meetings at a time and place when a majority of the members can attend.

### **Section 13.02 Business Topic Specific Meetings**

- (a) Special meetings for focused discussion on a specific business topic shall be held at such hour and place as may be designated by the Board of Directors and requires notification by e-mail or phone at least 5 days prior to the meeting.

### **Section 13.03 Board Meetings**

- (a) All Board meetings, unless classified as "Closed", are open for members to observe.
- (b) Board meetings may (but are not required to) precede or follow general membership meetings.



- (c) Special meetings of the Board of Directors shall be called by the President or three directors acting in concert.

## **Article XIV. Parliamentary Authority**

- (a) The current edition of Robert's "Rules of Order" shall govern this organization in all parliamentary situations that are not covered in the law, or provided for in these Constitution and By-Laws, or adopted rules.

## **Article XV. Constitutional Amendments**

- (a) The constitution and by-laws may be amended, altered, or repealed by a three-fourths ( $\frac{3}{4}$ ) vote of the active membership in good standing.
- (b) Any proposed changes to the constitution and by-laws shall be formally presented at the meeting preceding the meeting at which the actual voting takes place, and shall appear in the minutes of that meeting.
- (c) Changes to the constitution and by-laws will be presented to the membership in a concise format so that the membership can clearly see what is being deleted and what is being added.

## **Article XVI. Training, Trials and Seminars**

- (a) All members and guests must sign into the logbook for club activities (e.g. training, meetings, social events, etc.).
- (b) Non-member dogs and members' dogs 6 months or younger will be trained last in the session.
- (c) If training time is limited in the week prior to a trial, the prospective trialing dogs will take priority over other dogs.
- (d) Helpers have priority to have their dogs worked first in protection, if desired.
- (e) A protection sign-up board will be made available for members to sign up in arrival sequence and shall be available for Helpers to view and edit.
- (f) A tracking and obedience sign-up board will be available for members to sign up in arrival sequence for the training director's attention and assistance.
- (g) Members are encouraged to keep a training log and bring it to training.
- (h) In order to work their dog in protection/defense, members must be "consistently working" their dog in obedience. If warranted, "consistently working" in obedience will be determined by a  $\frac{3}{4}$ ths majority vote of the Board of Directors.

## **Article XVII. Empowered Representative**

- (a) A club member in good standing will be appointed by the Board of Directors to serve as the club delegate to the parent organization, the United Schutzhund Clubs of America.
- (b) The delegate:
  - i) May not have any disciplinary action pending from the United Schutzhund Clubs of America or the Rogue Valley Schutzhund Club.
  - ii) Must be current on all fees due Rogue Valley Schutzhund Club and the United Schutzhund Clubs of America.
  - iii) Must be empowered to represent the Rogue Valley Schutzhund Club in all matters, as he/she will be a member of the Board of Directors of the United Schutzhund Clubs of America.
  - iv) Will begin his/her one (1) year as the Club's empowered representative to the Board of Directors of the United Schutzhund Clubs of America effective with the annual meeting of the United Schutzhund Clubs of America.
- (c) If the Board of Directors requests representation at the USA annual meeting, the club will be responsible for paying the delegates expenses to attend.

## **Article XVIII. Dues to United Schutzhund Clubs of America**

- (a) The club must pay to the treasurer of the United Schutzhund Clubs of America, an annual fee as prescribed by that organization. The fee to be paid upon the date of affiliation with the United Schutzhund Clubs of America (USA), and every year thereafter per the guidelines of USA.

## **Article XIX. Club Logo & Photos**

- (a) The Rogue Valley Schutzhund Club logo is the property of The Rogue Valley Schutzhund Club, Inc. and shall only be used for organized Club activities or in official club business. It may also be used on clothing approved by the Board of Directors to be made available for purchase to all members in good standing.
- (b) All photos taken at club training, activities, social events and the like, are the property of Rogue Valley Schutzhund Club and may be freely used on the RVSC website, club flyers and/or for promoting the club.