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## Constitution and Bylaws

(est. February 1, 2016, revised August 10, 2022)

### Article I. Name of the Association

- 1) The name of this association is **Rocky Mountain Working Dogs (RMWD)**, hereafter also referred to as “the Club”) and shall be known as such.

### Article II. Object of the Club

- 1) To train dogs for the sport of Schutzhund/IGP, including:
  - (a) Tracking- Demonstrates the dog’s ability to independently problem-solve.
  - (b) Obedience- Demonstrates the dog’s trainability and ability to work with the handler.
  - (c) Controlled Protection- Demonstrates the dog’s courage and suitability to the police/utility/working role.
- 2) The promotion of working dogs for the sport of Schutzhund/IGP, police/military work, personal protection, therapy and search and rescue work.
- 3) The promotion of humane training methods for the working dog.
- 4) Support movements that demonstrate the advantages of Schutzhund/IGP training.
- 5) Support and organize trials, training and seminars for Schutzhund/IGP.
- 6) Support the use of dogs by government agencies (i.e., police, military, SAR).
- 7) To interest and educate the public about Schutzhund/IGP, police and search and rescue training.
- 8) To preserve the German Shepherd Dog in accordance with the breed standard as a working dog, to promote humane training methods for the working dog and to support responsible dog ownership and breeding practices.
- 9) 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

- 1) This Club shall be conducted as a nonprofit organization. All dues, levies and other income shall be disbursed to promote the objectives of this club, along with associated social activities.



## **Article IV. Club Dissolution**

- 1) The Club may be dissolved at any time by the written consent of two thirds (2/3) majority vote of its Active/Full Club Members in good standing. In such case, after payment of all debts and liabilities of the club, its assets and property shall go to a 501(c)(3) organization.

## **Article V. Membership**

- 1) The Club shall consist of two types of members.
  - (a) Active/Full Club Members – These members shall be entitled to vote, hold office and benefit in all the advantages of this organization. All active members must also be members of United Schutzhund Clubs of America (USCA) in good standing.
    - i. If not previously submitted during the mandatory six (6) month affiliation period, all Active/Full Club Members are required to complete a *Release, Waiver of Liability and Indemnity Agreement*. This form (attached in Appendix B) shall be kept on file with the Club Secretary.
  - (b) Affiliation Club Members – These are members undergoing the mandatory six (6) month affiliation period. They shall not be entitled to vote or hold office during their affiliation period.
- 2) Section B: Application for Affiliation Club Membership Status
  - (a) Visitors interested in joining RMWD are required to attend at least four (4) visitor training sessions prior to being considered as an Affiliation Club Member and issued an *Application for Affiliation Member Status of RMWD*. At the conclusion of at least four (4) visitor training sessions, it is the sole responsibility of the visitor(s) to inquire with the Board of Directors about joining RMWD. It is at the sole discretion of RMWD to issue the *Application for Affiliation Member Status of RMWD*. If RMWD determines the visitor(s) is/are not a suitable fit for RMWD for any reason, the visitor(s) will be informed of such decision.
  - (b) During the visitor training sessions, the Training Director will evaluate the visitor's dog(s) for the temperament, prey and defense drives. If a dog's prey and/or defense drives or temperament are not suitable for the sport of Schutzhund/IGP, the visitor will be informed of this by the Training Director and/or Board of Directors.
  - (c) Affiliated Club Member Applicants shall complete the *Application for Affiliation Member Status of RMWD* and undergo a mandatory six (6) month affiliation period prior to becoming an Active/Full Club member with RMWD. Applications for Affiliation Club Membership shall be submitted to the Club Secretary in writing upon forms provided (attached as Appendix A). Once RMWD receives the completed *Application for Affiliation Member Status of RMWD*, the mandatory six (6) month affiliation period begins. All Active/Full RMWD Memberships are individual. RMWD does not offer discounts for family/significant other memberships.
  - (d) During the mandatory six (6) month affiliation period, Affiliation Club Members are required to attend at least 20 Club training sessions (80%).

# ROCKY MOUNTAIN WORKING DOGS



- (e) During the six (6) month affiliation period, the Training Director will evaluate the Affiliation Club Member applicant's dog(s) for the temperament, prey and defense drives. If a dog's prey and/or defense drives or temperament are not suitable for the sport of Schutzhund/IGP, the Affiliation Club Member applicant(s) will be informed of this by the Training Director and/or Board of Directors.
- (f) Upon completion of the mandatory six (6) month affiliation period, the Affiliation Club Member application shall be voted upon at the next meeting of the Club. Election to Active/Full membership of the applicant shall require approval of the Club by a minimum of a three-quarters majority of the Active/Full Members present in a secret ballot.
- (g) All visitors and Affiliation Club Members are required to complete a *Release, Waiver of Liability and Indemnity Agreement*, prior to entering the Club training grounds. This form (attached in Appendix B) shall be kept on file with the Club Secretary.

### 3) Resignation

- (a) Any member may resign at any time and may be deleted from the membership upon receipt of resignation, in writing, by the Secretary. NO refunds will be issued.

### 4) Termination

- (a) If at any time, Active/Full Club Members and/or Affiliation Club Members exhibit conduct detrimental to the Club including but not limited to unsportsmanlike conduct, verbal or physical abuse to dogs or people, attendance at training or trials (RMWD club trials or otherwise) under the apparent influence of alcohol, drugs or medication, etc. a verbal and/or written warning will be issued to the person(s) at the discretion of the RMWD BOD members. At the discretion of the BOD members, upon issuance of a written warning or warnings, the Active/Full Club Members and/or Affiliation Club Members in violation of these Club by-laws may be subject to termination.
- (b) A copy of any written warning(s) issued by the BOD members to Active/Full Club Members and/or Affiliation Club Members will be kept with the Club Secretary after being issued to the person(s) in violation of Club by-laws for recordkeeping purposes.
- (c) The RMWD Full/Active Members have the right to terminate the Affiliation Membership status or the Full/Active Membership Status, including BOD members, at any time with at least a two-thirds Full/Active Club Member majority.
- (d) NO refunds will be issued as a result of termination.

## **Article VI. Training**

- 1) It is the policy of his Club for all members and guests to observe all training and trial field safety rules at all time.
- 2) No Active/Full Club Members and/or Affiliation Club Members shall attend any training or trial under the influence of alcohol, drugs or medication.

# ROCKY MOUNTAIN WORKING DOGS



- 3) All Active/Full Club Members and Affiliation Club Members shall clean up after his/her dog(s) at all training or trialing areas.
- 4) All Active/Full Club Members and Affiliation Club Members shall keep his/her dog(s) under control at all times.
- 5) RMWD respectfully requests that all visitors, Affiliation Club Members and Active/Full Club Members obtain permission from the Training Director to use the tracking grounds outside of the RMWD training schedule.
- 6) Prior to entering any trial, Active/Full Club Members and Affiliation Club Members are required to present his/her dogs to the Training Director to evaluate the dog(s) performance and determine if the dog(s) is ready to trial.
- 7) All training times are set forth in the *Application for Affiliation Member Status of RMWD*. These training times may change at the discretion of the BOD and/or Training Director.

## **Article VII. Dues and Special Levies**

### **1) Dues and Fees**

- (a) The Active/Full Club Membership dues, for one individual person with one dog, are **\$450.00** per year payable within 30 days of being voted as an Active/Full Club member of RMWD and due before March 1<sup>st</sup> of every year thereafter. The Active/Full Club Membership dues are utilized for club equipment, field maintenance, indoor training facility maintenance, portable restrooms, decoy equipment, trials/seminars, etc.
- (b) There is an extra dog fee (**\$150.00 per dog**) for Active/Full Club members of RMWD wishing to work/train more than one dog in Schutzhund/IGP.
- (c) All Active/Full RMWD Memberships are individual. RMWD does not offer discounts for family/significant other memberships.
- (d) There is a training fee (**\$20.00 per dog per training day**) for all visitors, Affiliated Club Members (during the mandatory six-month affiliation period) and/or non-RMWD members who wish to guest train with RMWD and/or have a new dog or puppy evaluated by the Training Director.
- (e) If accepted as an Active/Full Club Member, those fees paid during the mandatory six (6) month affiliation period by the Affiliated Club Member shall be applied to the annual club dues for the remainder of the current year. If accepted as an Active/Full Club Member, any exceedance of the annual dues paid by the Affiliated Club Member during the affiliation period, shall be considered non-refundable training fees. The remainder of the annual dues for the current year shall be due within 30 days upon acceptance as an Active/Full Club Member. Active/Full Club Membership annual dues are payable as described above in Article VII, Section 1(a)/(b).

# ROCKY MOUNTAIN WORKING DOGS



- (f) There are NO refunds of Active/Full Club Membership or Affiliation Membership dues. If not accepted as an Active/Full Club Member, any fees paid during the affiliation period shall be considered non-refundable training fees.
  - (g) Active/Full Club Membership dues are to be paid before March 1st of each year. A photocopy of a UScA membership card showing the expiration date shall be included when membership dues are paid. Active/Full Club Members joining after March 1<sup>st</sup> of a given year can be assessed a prorated amount of the annual club membership dues, payable within 30 days, at the discretion of the BOD.
  - (h) Active/Full Club Members are required to be members in good standing of the United Schutzhund Clubs of America (UScA) at all times. There is an annual UScA membership fee, determined by UScA, which covers UScA membership dues for one year and includes a subscription to the magazine Schutzhund USA. **The UScA membership fees are NOT included in the RMWD annual membership dues but are required to become an Active/Full Club Member.**
  - (i) Active/Full RMWD Club Members are responsible to keep their UScA membership current and on file with the RMWD Club Secretary.
- 2) Special Levies
- (a) The RMWD Board of Directors and Active/Full Club membership may approve, by a majority two-thirds vote, the collection of special equal levies against the membership, to meet the expenses of the club.
- 3) Nonpayment of Dues or Special Levies
- (a) An Active/Full Club Member whose dues remain unpaid one (1) month after the March due date of each calendar year, shall be notified in writing by the Club Secretary/Treasurer. If said dues remain unpaid for another thirty (30) days, the membership shall be automatically suspended. If said dues remain unpaid for another sixty (60) days, the membership shall be automatically terminated.
  - (b) Any Active/Full Club Member whose share of a special levy remains unpaid for one (1) month after approval by RMWD Board of Directors and Active/Full Club membership vote shall be so notified in writing by the Secretary/Treasurer. If said levy remains unpaid for another thirty (30) days, the member shall be automatically suspended. If said levy remains unpaid for another sixty (60) days, the member shall be automatically terminated.
  - (c) If an Active/Full Club membership is terminated for either of the above reasons, he/she shall complete the *Application for Affiliation Member Status of RMWD* and undergo a mandatory six (6) month affiliation period prior to becoming an Active/Full Club member with RMWD.

## **Article VIII. Board of Directors**

- 1) The control and management of the affairs of the Club shall be vested in the Board of Directors, consisting of at least five (5) but not more than nine (9) members.
  - (a) The Board of Directors shall consist of:
    - ii. President

# ROCKY MOUNTAIN WORKING DOGS



- iii. Vice President
- iv. Secretary
- v. Treasurer
- vi. Sergeant-at-Arms
- vii. Director(s) at Large who shall be elected from the Active Members.
- viii. In addition, the elected Board of Directors shall appoint a Training Director, for an indefinite term, who shall also be a voting member of the Board of Directors.

- (a) Regular meetings of the Board of Directors shall be called by the President at least quarterly. Board meetings may precede or follow regular general membership meetings.
- (b) Special meetings of the Board of Directors shall be called by the President or at least three Directors acting in concert.
- (c) A majority of the Board of Directors in office being present shall constitute a quorum to conduct regular business. The Board shall have the power to fill any vacancy that may occur between elections except that of President.
- (d) The Secretary shall keep minutes of the Board of Directors meeting, which shall be available to any Active/Full Club member at any time.
- (e) The Board of Directors shall have general supervision over all disbursements of the Secretary/Treasurer and shall appoint an auditing committee to consist of three (3) Active/Full Club members of the Board of Directors who shall audit accounts and records annually and prior to all elections.
- (f) The Board of Directors shall have the power to appoint committees and assistant officers from among the Active/Full Club membership.
- (g) The Club shall hold at least one (1) annual Board of Directors meeting to conduct club business, review proposed bylaw changes, review membership, review club financials, proposed trial dates, etc.

## **Article IX. Officers and their responsibilities**

- 1) **President** – The President shall preside at all meetings and act as the chief executive of the Club. He/she shall be a member of all committees.
- 2) **Vice President** – The Vice President shall in the absence of the President, perform all the duties of the President.
- 3) **Secretary** – The Secretary shall have charge of all correspondence, keep the records and roll of members, the minutes of meetings and Board meetings, and election results.
- 4) **Treasurer** – The Treasurer shall receive, collect, and disburse all funds of the Club. Disbursements shall be made only by signed vouchers, which shall be kept as a part of a permanent record system, which shall include an account book of receipts and disbursements. He/she shall render a statement regarding club finances annually and informally at all regular meetings.



- 5) **Sergeant-at-Arms** – The Sergeant-at-Arms shall be in charge of maintaining all equipment used in the training program, and all Club property, with the assistance by the remaining appointed Board of Directors. He/she shall provide or otherwise arrange for various equipment necessary to keep the training program operating. He/she shall officially greet visitors and control their location and movements at the training grounds while dogs are in training. He/she shall also answer questions, offer explanations and in general provide good relations for the interested public. He/she shall require any and/or all visitors of the Club including but not limited to any Affiliation Club Members to complete a *Release, Waiver of Liability and Indemnity Agreement*, prior to entering the Club training grounds.

## **Article X. Annual Meetings of the Club**

- 1) The Club shall hold at least two (2) annual Active/Full Member club meetings per year to nominate/elect officers, vote on proposed Constitution and Bylaw changes and conduct club business. All Active/Full members of the club in good standing will be invited to participate in the annual meetings. The annual Officers and Directors election meeting is to be held in November of each year as further described below in Article XI, Section 1.
- 2) The Club shall hold at least one (1) annual Board of Directors meeting as described above in Article VIII, Section 1(g).

## **Article XI. Election of Officers and Directors**

- 1) The Officers and Directors shall be elected by the Active/Full Club Members (in good standing) for a term of one (1) year by secret ballot. The number of Directors at Large to be nominated and elected shall be limited to the number in office prior to such meeting. All Officers and Directors shall assume office immediately after the election results are known. Each Active/Full Club member may vote for only one (1) nominee for each office. The annual Officers and Directors election meeting is to be held in November of each year.
  - (a) Nominations for Officers and Directors shall be made from the active membership at one of the annual Active/Full Club Member meetings. All nominations must be seconded. Prior to the election, the Secretary/Treasurer shall receive a consent to hold office from all nominees, this may be written or verbal.
  - (b) Any Active/Full Club Member whose membership fees or levies remain unpaid on election day shall be disqualified from voting or holding office.

## **Article XII. Parliamentary Authority**

- 1) The current edition of the *Sturgis Standard Code of Parliamentary Procedure (Sturgis)* shall govern this association in all parliamentary situations that are not covered in the law, or in these constitution and bylaws, or adopted rules. In case of conflict between the provisions of the constitution and bylaws and the parliamentary provisions of 'Sturgis' the provisions of these constitution and bylaws shall prevail.



## **Article XIII. Constitutional Amendments**

- 1) The Constitution and Bylaws may be amended, altered or repealed by a two-thirds (2/3) vote of the Active/Full Club Members (in good standing).
- 2) Any proposed changes to the Constitution and Bylaws shall be approved by the Board of Directors and then distributed to the Active/Full Club Membership in advance of the next Active/Full Club Member meeting. The proposed changes and their effective date shall be formerly read at that Active/Full Club Member meeting and can be approved at the same meeting.

## **Article XIV. Training Director**

- 1) A Training Director shall be appointed for an indefinite term, by the Board of Directors.
- 2) He/she shall fulfill all requirements to maintain a satisfactory and successful training program.
- 3) He/she shall be in charge of all club activities at the training grounds during normal training hours.
  - (a) The training grounds include both the tracking, obedience and protection fields
- 4) He/she shall be a member of the club.
- 5) The Training Director is a member of the Board of Directors by appointment; should he/she already be holding office, the Assistant Training Director would then become the appointed Board of Directors member. The Assistant Training Director, any assistants, trainer or helpers shall not be reimbursed for club activities.

## **Article XV. Empowered Representative**

- 1) This club at each annual meeting will elect from the general membership one (1) person who will be the club delegate to the parent organization, the United Schutzhund Clubs of America (UScA).
  - (a) This delegate must be an Active/Full member in good standing with club; he/she must not have any disciplinary action pending from the UScA. All dues payable to both this club and the UScA must be paid in full at the time of appointment.
  - (b) This delegate must be empowered to represent the Club in all matters, as he/she will be a member of the Board of Directors of the UScA.
  - (c) This delegate will begin his/her one (1) year as the Club's empowered representative to the Board of Directors of the UScA effective with the annual meeting of the UScA.

## **Article XVI. Clubs Dues to the United Schutzhund Clubs of America**

- 1) The club must pay to UScA, an annual fee as prescribed by that organization, by June 1st.



# ROCKY MOUNTAIN WORKING DOGS



With the signing of my name, I agree that I have read and fully understand the expectations and requirements of being a member of RMWD. I also attest, with my signature, that I understand and agree that if I choose to act in a manner that is unbecoming or in violation of the Constitution and Bylaws of RMWD, that disciplinary actions shall be set into motion as outlined in the Constitution and Bylaws, which shall include, but not be limited to, suspension or expulsion from RMWD.

**Applicant:**

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Signature

Printed Name

Date



**APPENDIX A**

**AFFILIATION MEMBERSHIP APPLICATION**



**APPENDIX B**

**RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**