

# ***ESWDA By-Laws***

REV. 01/01/2021

## **Article I**

This association shall be known as the Eastern States Working Dog Association, Inc. E.S.W.D.A. is an independent and nonprofit organization dedicated to the best interests of working dogs utilized in public safety functions. E.S.W.D.A. is the parent club for the local (statewide) working dog associations.

## **Article II**

The objectives and goals of this association are as follows:

1. The promotion of the working dog and its usefulness to society.
2. The promotion of the use of working dogs for police and related public safety uses.
3. To support the use of dogs by ALL police departments.
4. Encourage and promote the certification of working dogs and their handlers.
5. To generate interest and to educate the public concerning police service and working dogs.
6. To conduct training by competent, experienced and approved trainers, and to hold working dog seminars with qualified and established instructors.
7. To provide education in all aspects of rearing and training of working dogs.
8. To promote friendly relations between all organizations dedicated to the working dog concept.

## **Article III**

### **MEMBERSHIP**

The membership of this association shall consist of those persons who are listed on the original charter as charter members, along with all other persons who are received into membership as hereafter provided.

**CHARTER MEMBERS:** This position shall consist of the original membership established on October 15, 1996. These members have the same responsibilities and privileges as awarded to Active Members. However they are the only members allowed to cast votes for the president, secretary, or treasurer. They are charged with maintaining the integrity of the established beliefs and practices of the association.

**ACTIVE MEMBERS:** This position shall be awarded to any person, over the age of 18, who is free of any felony criminal convictions and a person in good standing. All active members agree to abide by the bylaws and standards set by this association and must renew yearly.

**HONORARY MEMBERS:** This position recognizes persons who do not meet the criteria for other positions within the organization but are dedicated to the promotion of the working dog in manner consistent with this association's practices and beliefs. These persons pay no dues and have no voting powers and hold no office. Membership is subject to the approval of the executive committee

**JUNIOR MEMBERS:** This position is for any individual that is between the ages of 13 years and 17 years old. The junior member must be sponsored by a parent or legal guardian who is an active member in good standing. Junior members pay no dues, have no voting powers and hold no office. Junior members MUST be accompanied by an active ESWDA member in good standing or legal guardian who must remain at and be responsible for the junior member at all ESWDA sanctioned events and training. Membership is subject to the approval of the executive committee and must be renewed yearly.

**STATE COORDINATOR:** This position is held by an Active Member appointed by the President of the parent organization ESWDA (annually). He/she is the liaison between the parent club and their appointed state and is responsible to coordinate memberships, communications interactions, between all membership levels of the separate groups. He/she shall serve as a member of the Executive Committee and shall be charged with the responsibilities as defined therein. He/she shall appoint their own assistant.

**Term 1 year.**

**ASSISTANT STATE COORDINATOR:** This position is held by the person appointed by the State Coordinator; this person shall serve as a member of the Executive Committee and shall assist and assume the responsibilities as delegated by the State Coordinator.

**Term 1 year.**

**EXECUTIVE COMMITTEE:** This governing body of this association consists of the President, Secretary/Treasurer, State Coordinator(s) and Assistant State Coordinator(s). Charged with the responsibility for the direction of the association and hold all decision making powers. All issues will be decided by the board on a two thirds majority vote. Any issues which cannot be decided by the two thirds majority shall be considered a deadlock and shall require that the President cast the deciding vote.

The Executive Committee also shall cause to be made an audit of all books, accounts, funds, etc., of any and all officers, committees, or members who collect disburse funds of this association not less than once each year or at any time said Committee is given just cause to believe such audit should be made. They are hereby authorized to employ the services of a Certified Public Accountant, at a reasonable fee not to exceed \$ 750.00 to prepare this audit and report.

**PRESIDENT:** Appointed by the Executive Committee for an indefinite term or until resignation or impeachment. He / she is the head of the Executive Committee. It shall be the duty of the President or his designee, to preside at all association functions. He/ she shall see that the by laws and all rules and regulations of the association are obeyed and maintained. He/ she shall appoint and oversee all committees necessary to fulfill his/ her responsibilities and conduct the affairs of the association. He/she shall appoint all committee chairpersons and the required State coordinators. He/she casts the deciding vote on all issues entertained by the Executive Committee that are considered a deadlock. He/she shall perform such other duties as usual and incidental to the office of President. He/she is a member exofficio of all committees.

**Term: 2 years.**

**SECRETARY/TREASURER:** Appointed by the President, he/she is responsible for recording the minutes of all meetings, calling and recording the roll at those meetings. Any communications or correspondence, in and out of the organization relative to Executive Committee business. To keep a record of all memberships their status and dates of admission. He/ she shall keep a suitable set of books of record of the same. The financial account books as well as all papers in his custody shall be open for inspection and examination by the Executive Committee. He/she shall deposit all moneys of this association into a bank designated by President. He/she shall draw all checks or other obligations authorized by the President or Executive Committee.

**Term: 2 years.**

## Article IV

### *DUES*

The yearly dues of this association will be \$55.00 [effective January 1, 2018] for Active Members. Dues are valid for one (1) year from date of payment.

## Article V

### *AMENDMENTS*

The Executive Committee in accordance with the established procedures of this association shall have the power(s) to amend or repeal the bylaws, and/or any written or established practices and policies of this association, and to establish any newly required ones.

## Article VI

### *DISSOLUTION*

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code. Any assets not so disposed shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is located Disposal shall be made exclusively for exempt or public purposes, or be made to such organization or organizations as the court shall determine to be organized exclusively for such purposes.

## Article VII

### *IMPEACHMENT*

Any officer or member can be removed for any violations of the provisions of the bylaws or for any personal conduct that may bring discredit upon the Association. Any member in good standing may prefer charges against any other member for an alleged violation of the code of ethics provided that he/ she does so in accordance with the following grievance procedure.

## Article VIII

### *GRIEVANCE PROCEDURE*

All grievances shall be filed with the Secretary/Treasurer of the ESWDA. The President shall then appoint a grievance committee consisting of three (3) active members of this Association to investigate and make recommendations to the Executive Committee for any action Charges for the impeachment of any officer or member may be initiated by any active member in good standing, and shall be submitted in writing to the Secretary/Treasurer. The accused person will be given a copy of the charges against him/her. If the committee ascertains that there is enough evidence to warrant a hearing, the accused person will be given at least thirty (30) day notice of the date, time and place of the hearing. The complainant must agree to appear at their own expense and furnish full evidence in support of the

charges. Every member shall be presumed to be innocent of any misconduct until found guilty by the grievance committee. No disciplinary action(s) will be taken against a member unless he/she is found guilty of misconduct by evidence that is clear, precise and indubitable. No disciplinary action shall be taken against a member unless that member shall have been afforded a hearing before the grievance committee. The grievance committee shall then forward to the Executive Committee within fourteen (14) days from the end of the hearing its findings and recommendations. Disciplinary action may include the temporary suspension of privileges, censure, expulsion, and any other appropriate action(s). All members of this Association agree that the Executive Committee's decision is final and binding.

#### Article IX

#### ***VALIDATION OF COMPLAINT***

If it is found that a member preferred charges against another member for spurious reasons out of improper motives and if the charges were wholly false and without proper foundation then the executive committee may, if it desires, take appropriate action against the complainant. All persons filing a complaint against another member shall be assessed a \$50.00 filing fee, which shall be returnable subject to the validation of said complaint.

#### Article X

#### ***CODE OF ETHICS:***

The application for membership shall provide that the applicant, if accepted, agrees to abide by these bylaws and all the rules adopted by the Executive Committee. He /she further agrees to abide by the code of ethics

1. No member will act in a manner prejudicial to this Association or to the best interests of this Association.
2. No member will knowingly falsify any record or document in connection with the certification o training of any dog.

#### Article XI

#### ***MEETINGS:***

The president shall coordinate at least one meeting of the Executive Committee per calendar year. This meeting shall be closed to the general membership. Executive Committee members shall be notified adequately in advance as to any and all meetings. Meetings shall be conducted according to parliamentary law. Robert's Rules of Order, shall be the guide for conducting all meetings.

#### Article XII

In the event that a Charter Membership position is vacated, the Executive Committee may select a member from the Active membership to fill that position. The Active Member(s) must be nominated by three Executive Committee Members and then a vote will be conducted by the Committee, with the results based on the majority of the vote.

**SENIOR MEMBERS** Any active member who has been elected by the Executive Committee to

replace any Charter member who has relinquished his / her position with this Association. In the event that a Senior Members position is vacated, the Executive Committee will then proceed as detailed above to fill that vacated position.

### **Article XIII**

#### **AFFILIATED CLUBS:**

Affiliated clubs will be composed of a minimum of three (3) members who are active members in good standing in the ESWDA. Affiliated clubs are eligible to sponsor and/or hold certification trials, training seminars and/or workshops. An affiliated club shall hold at least one (1) ESWDA sanctioned event per calendar year to remain in good standing with the ESWDA. The fee for a club to become an affiliated club is \$75.00 per year. This fee is to cover the cost of an insurance rider for ESWDA sanctioned affiliated club events on the ESWDA general insurance policy. Dues are valid for one (1) year from date of payment.

The ESWDA shall not regulate either the training or business operations of said affiliated club.