

# BYLAWS



## CROSSWINDS RADIO CONTROL CLUB, INC.

A.M.A. CHARTER #1563

REVISED 6/10/2014

# **CROSSWINDS RADIO CONTROL CLUB, INC.**

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## **BYLAWS**

### **ARTICLE I: CLUB'S NAME**

This organization shall be named the CROSSWINDS Radio Control Club, Inc. and use the following symbol as the official Club logo:



### **ARTICLE II: PURPOSE**

CROSSWINDS Radio Control Club, Inc. is founded as a non-profit organization for the continued promotion and advancement of all aspects of model aviation, and to provide a safe and enjoyable location for the flying of radio controlled aircraft by its members and guests.

### **ARTICLE III: MEMBERSHIP**

1. Membership is open to all residents of the United States.
2. Members will agree to abide by all established Club rules and policies, as well as those of the AMA.
3. Active flying members are required to maintain a current Full "OPEN" Membership in the AMA. Members flying turbine-powered model aircraft are required to also maintain a current AMA Turbine Waiver.

**4. Membership Categories:**

- a. **Full Member**: Is eighteen (18) years old or older. Member has full privileges and voting rights.
- b. **Family Membership**: Includes all flying members of the immediate family (spouse and children under the age of eighteen (18) years old). Spouses have full member privileges and children have junior member privileges. The family membership is entitled to cast only one (1) ballot vote.
- c. **Probationary Member**: A new member within the first twelve (12) months of membership. Member is not eligible for elected office, but may hold appointed positions. Member has voting rights with the exception of voting by ballot.
- d. **Junior Member**: Is under the age of eighteen (18) years old. Member is eligible to hold appointed positions. Member has voting rights with the exception of voting by ballot.
- e. **Senior Member**: Is sixty-two (62) years old or older. Member has full privileges and voting rights.
- f. **Gold Card Member**: A special membership awarded "In Recognition of Years of Dedication and Service" to those rare members who have displayed extraordinary and unwavering support to this Club throughout the years. Member receives a plaque commemorating this distinction, and has full privileges and voting rights. Annual dues are waived.
- g. **Lifetime Member**: Alan Hoes (AMA #148888), founder of CROSSWINDS Radio Control Club Inc., was voted a special lifetime membership by the members of this Club. Member has full privileges and voting rights. Annual dues are waived.

5. New members will be in a probationary status for a period of twelve (12) months starting from the date of application for membership. During the next Club meeting following completion of the probationary period, a ballot vote will be conducted to determine whether the probationary member will be approved for full membership, approved for an additional twelve (12) month probationary period, or denied membership in the Club.

6. Any member in arrears (dues, assessments, etc...) will be considered inactive and lose all privileges and voting rights until such time as all obligations have been satisfied.

7 Any member whose membership lapses beyond the new year will be considered a new member and will not be given preference over any other applicant should a membership waiting list exist. In addition, any outstanding obligations from previous Club membership must be satisfied at the time of application.

8. A membership cap limit may be recommended by the Board and approved by vote of the membership present at the Club meeting.

## **ARTICLE IV: DUES AND ASSESSMENTS**

- 1. The annual dues structure will be determined by the Board and approved by vote of the members present at the Club meeting. The dues structure may include new membership and late renewal fees. Dues are non-refundable, except under extraordinary circumstances, which will be determined by the Board on a case-by-case basis. Dues will be collected beginning with the January Club meeting and must be paid no later than the March Club meeting.**
- 2. The Board may recommend levying a special assessment upon the membership for an extremely urgent or critical need of the Club that cannot be funded with current means available. The membership must be given five (5) days prior notice that a vote will take place during the next regularly scheduled Club meeting and a detailed explanation of the assessment. The assessment must be approved by a two-thirds (2/3) ballot vote of the membership present at the Club meeting.**

## **ARTICLE V: MEETINGS**

- 1. Monthly Club meetings will be held on a regularly scheduled night, time and location as determined by the Board and approved by the membership present at a regularly scheduled meeting. The regularly scheduled meeting can be temporarily changed by the Board provided the membership is notified at least one (1) week (time permitting) prior to the meeting of the new date, time and/or location.**
- 2. An attendance roster will be made available at every Club meeting. It is the responsibility of each member to sign the roster to receive credit for attendance.**
- 3. Quorum is required to transact Club business. Quorum will consist of seven (7) members in good standing of which two (2) must be Club officers. Unless otherwise specified in these bylaws, a simple majority vote is required for the acceptance of Club business. There is no voting by proxy. In case of a tie, the President's (or highest officer present) vote will be accepted as final.**
- 4. Any Club member may initiate a request for action by the Club during the course of a meeting. Issues or motions that may result in change of policy, procedure, membership status, or subject matter deemed sensitive by any Club officer will result in a ballot vote.**
- 5. The conduct of the meeting will be as follows:**
  - a. Meeting to Order**
  - b. Reading of Minutes**
  - c. Treasurer's Report**
  - d. Call for Old Business**
  - e. Call for New Business**
  - f. Committee Reports**
  - g. Benefit of the Club**
  - h. Adjournment**

## **ARTICLE VI: OFFICERS**

- 1. The elected officers of this Club will consist of President, Vice-President, Secretary and Treasurer, and collectively will comprise the Board.**
- 2. The Board will be authorized to expend Club funds, as deemed necessary, for the routine conduct of Club administrative and field maintenance business. Records of such expenditures will be maintained by the Treasurer. Expenditures not of a routine nature will be approved by vote of the membership present at the Club meeting.**
- 3. Safety Coordinator is an AMA required position that serves as the communications liaison with AMA Headquarters to ensure timely distribution of safety related material. The Safety Coordinator will be appointed by the President with the approval of the membership present at the Club meeting. This individual is not a member of the Board and must have E-mail access**

## **ARTICLE VII: ELECTION OF OFFICERS**

- 1 Club officers will serve for a period of one (1) year commencing and ending with the January Club meeting.**
- 2. Any member in good standing, with the exception of probationary members, is eligible to run for any elected office, but may not run for more than one (1) office at the same time.**
- 3. Nomination and seconding of candidates will take place during the November Club meeting. The membership and/or nominating committee (if appointed) will nominate members to run for office.**
- 4. Election of officers will take place during the December Club meeting. Additional nominations will be accepted up until the time a vote is taken.**
- 5. Installation of new Club officers will take place during the January Club meeting.**
- 6. No Club officer will hold more than one (1) office at the same time.**
- 7. There will be no term limits for any Club office. A sitting member may continue to serve in that office provided they are re-nominated and re-elected by the membership.**

## **ARTICLE XIII: VACANCIES**

- 1. Nomination and elections for an unexpired term of office will be held at the next Club meeting following the vacancy. A vacancy in the office of President will be filled by the Vice President and a new Vice President will be elected.**

2. Vacancies unable to be filled through the election process may be filled by appointment of a Club member by the President with the approval of the membership present at the Club meeting following the vacancy.

3. In the event an elected officer is absent from a total of four (4) regularly scheduled Club meetings within the term of office, that office will be deemed vacant. At the monthly Club meeting following the fourth (4<sup>th</sup>) absence, the vacancy will be filled pursuant to Article VIII paragraph 1 above.

## **ARTICLE IX: DUTIES OF CLUB OFFICERS**

1. The President will:

- a. Oversee all aspects of Club administration and operations
- b. Act as the official spokesperson in all Club matters
- c. Preside over all Club functions and meetings
- d. Preside over all Board functions and meetings
- e. Direct the expenditure of all Club funds
- f. Act as co-signer with the Treasurer on all Club checks
- g. Perform other duties, as necessary, for the accomplishment of Club business

2. The Vice-President will:

- a. Assist the President in the oversight of Club administration and operations
- b. Preside over Club functions and meetings in the absence of the President
- c. Preside over all Board functions and meetings in the absence of the President
- d. Perform other duties, as assigned, for the accomplishment of Club business

3. The Secretary will:

- a. Keep the minutes of all Club meetings and record the same
- b. Maintain the attendance roster of all Club meetings
- c. Attend to the correspondence of the Club as directed by the President
- d. Perform other duties, as assigned, for the accomplishment of Club business

4. The Treasurer will:

- a. Receive, safeguard, deposit, account for and disburse all Club funds
- b. Maintain Club financial records in an orderly, accurate and up-to-date manner
- c. Act as co-signer with the President on all Club checks
- d. Make Club financial records available for audit upon request
- e. Perform other duties, as assigned, for the accomplishment of Club business

5. The Safety Coordinator's recommended duties/activities include:

- a. Act as the liaison between AMA and the Club in all matters related to safety

- b. Develop, promote, and encourage a climate of safety awareness within the Club to include safety awareness training during Club meetings
- c. Act as the safety advisor and resource manager for the Club and its membership
- d. Establish a club emergency action plan to handle serious accidents/incidents and review emergency procedures (fire and rescue) with club members on an annual basis
- e. Immediately report to AMA Headquarters any incidents at the club field
- f. Conduct periodic safety inspections of Club facilities, equipment, and grounds to ensure everything is in good working order and safe for normal use by members and the public. This includes proper signage and safety equipment, as applicable.

## **ARTICLE X: AUDIT OF FINANCIAL RECORDS**

The President will appoint a Club member(s) to conduct a periodic audit of the Club's financial records. If no one is appointed due to inability or lack of interest of the membership, the President will conduct the audit.

## **ARTICLE XI: COMMITTEES**

The President may designate the formulation of committees as necessary to provide support for any club activity or requirement. The chairperson(s) of each committee will be appointed by the President (with the approval of the membership present at the Club meeting, if a vote is requested). The following standing committees will exist on a permanent basis; other ad hoc committees may be appointed from time to time as required for special purposes:

- a. Field Maintenance Committee. Reports on field conditions and recommends special considerations for field maintenance.

## **ARTICLE XII: AMENDMENTS TO THE BYLAWS**

1. Proposed amendments to the Bylaws will be presented in writing at a regularly scheduled Club meeting. The amendment, if seconded, will be tabled until such time as the Secretary can distribute written copies of the amendment to all members. In no case will the amendment be voted upon until the Secretary reports to the President that the copies have been properly distributed. The amendment must be approved by a two-thirds (2/3) majority vote of the membership present at a regularly scheduled Club meeting.

2. Distribution of proposed amendments may be accomplished via hand delivery, standard mailing channels, electronic means or any combination thereof.

## **ARTICLE XIII: RESIGNATION, TERMINATION, DISCIPLINARY ACTION, EXPULSION AND REINSTATEMENT OF MEMBERSHIP**

1. Any member may resign their membership by giving written notice to the Club.
2. If any member ceases to have the qualification necessary for membership in the AMA, their membership in the Club shall thereby terminate, subject to reinstatement upon restoration of eligibility.
3. The Board shall have the discretionary authority to provide for and to impose disciplinary action for such acts or omissions, which do not justify expulsion from membership in the Club. All disciplinary actions will be recorded in the official Club records and may include, but are not limited to:
  - a. Verbal reprimand
  - b. Written reprimand
  - c. Suspension of flying privileges for a specified length of time
  - d. Probationary status for a specified length of time
4. Any member who willfully commits a flagrant act or omission which is in violation of any of the terms of the Club bylaws, field safety rules or other established policies, or the rules of the AMA, or which is detrimental to the Club, the AMA or model aviation; or demonstrates a pattern of continual or willful violation of Club rules, may be recommended for expulsion from membership in the Club by a majority vote of the Board. The accused member will be notified in writing that they are being recommended for expulsion from the Club, and the membership must be given no less than five (5) days prior notice that a vote will take place during the next Club meeting. The accused member will be given an opportunity to present their argument prior to a vote taking place, and may only be expelled by a two-thirds (2/3) majority secret ballot vote of the membership present at the Club meeting.
5. An expelled member may reapply for membership upon expiration of the expulsion period, and may only be reinstated by a two-thirds (2/3) majority ballot vote of the membership present at the Club meeting. The membership must be given five (5) days prior notice that a vote will take place during the next Club meeting.

## **ARTICLE XIV: GRIEVANCE PROCEDURE**

1. Purpose. The grievance procedure provides a formal mechanism to enforce existing Club rules and policies, as well as accepted norms of behavior. Members should attempt to resolve minor complaints amongst themselves, however, when an incident cannot be resolved informally or is of a more serious nature, the matter should be referred to the Board via a grievance form.
2. Any member who is the subject of a grievance has the right to know the nature of the complaint, the names of the complainant(s) and witnesses, and to present a written rebuttal for review by the Board.



3. The Board will consider both the viewpoints of the complainant and the accused and render a decision. Any disciplinary action will be in accordance with Paragraph XIII of these Bylaws. The grievance form, written rebuttal and the Board's decision will be included in the official Club records.

4. Any member who is the subject of a grievance, who directs any retaliatory action against the Club member(s) filing or witnessing said grievance, will be subject to immediate expulsion from the Club. This is to include threats, intimidation, physical harm, intentional equipment damage, or any other action deemed to be retaliatory by the Board.

## **ARTICLE XV: GUEST POLICY**

1. A non-Club member may be invited to fly at the Club's flying site not more than 2 (two) times in a given year, not including Club sponsored events such as picnics or funflys. This is a cumulative total, regardless of how many individual Club members may wish to sponsor a particular guest.

2. Club members will limit the number of guests to not more than 3 (three) at the same time without the prior approval of a Club officer. The sponsoring Club member must ensure that their guests have in their possession a current AMA Full "OPEN" Membership card.

3. The sponsoring Club member is solely responsible for the good conduct and safe flying of their guests. Guests are subject to the same field safety rules, flying standards and accepted norms as Club members. Any sponsoring Club member who willfully allows their guests to operate outside the bounds of Club rules or norms may be subject to disciplinary action.

4. Under no circumstances will a sponsoring Club member provide a guest the key to the field to let themselves in or out, nor allow a guest to fly without the sponsoring Club member being present.

5. Any Club member wishing to sponsor a guest flying a turbine-powered model aircraft must verify with the AMA that the individual has a current turbine waiver prior to allowing them to fly at the Club field.

## **ARTICLE XVI: DISSOLUTION OF THE CLUB**

Should the Club be dissolved for any reason, all funds remaining in the treasury will be used to satisfy any outstanding debts, liabilities and/or obligations. The balance of any remaining funds will be distributed among the membership of record at the time of the dissolution in direct proportion to the length of time that they have been a member in continuous good standing. The membership must be given twenty (20) days prior notice that a vote will take place during the next regularly scheduled Club meeting and a detailed explanation for the dissolution of the Club. The Club may be dissolved only by a two-thirds (2/3) majority ballot vote of the membership present at the Club meeting.

## **END OF BYLAWS**

**CROSSWINDS RADIO CONTROL CLUB, INC.**

**A.M.A. CHARTER #1563**

**Grievance Form**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Nature of Complaint:**

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**Signature:** \_\_\_\_\_

**Witnesses (if any):**

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