CONSTITUTION AND BYLAWS

Article I. Name of Association

The name of this Association is the **Coal Mountain Schutzhund Association** and shall be known as such. The association reserves the right to change it's name to Coal Mountain IPO Association via a Board of Directors (BOD) vote at any time.

Article II. Objectives of the Association

To train dogs for the sport of Schutzhund.
To promote working dogs for the sport of Schutzhund, Police Service Work (e.g., apprehension, narcotics detection, explosives detection) and Search and Rescue (SAR).
Support movements that demonstrate the advantages of Schutzhund training.
Support and organize trials for Schutzhund.
Support the use of dogs by Police Departments.
To interest and educate the Public about training for Schutzhund, Police Service Work and SAR.
To preserve the German Shepherd Dog in accordance with the breed standard adopted by the World Union of German Shepherd Dog Clubs (WUSV) [Federic Clonique International (F.C.I.)-Standard-No. 166/23.03.1991/D, Edition 1993] as a working dog.
To promote humane training methods for working dogs.
To support responsible ownership and breeding practices.

Article III. Nonprofit Statement

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

Article IV. Dissolution

This Association may be dissolved at any time by the written consent of two-thirds (2/3) majority vote of its Active Members who are in good standing. In such case, after payment of all debts and liabilities of the Association, its assets and property shall be divided equally among the active members who are in good standing.

Article V. Membership

Section V-I The Association shall consist of three (3) types of members

Active Member: These type members shall be entitled to vote, hold office and benefit in all the advantages of this Association. All Active Members must also be members of the United Schutzhund Clubs of America (USCA) and must provide this Association's Secretary with a photocopy of their USCA membership card with expiration date.
***Associate Member*:** These type members are not entitled to vote or hold office in the Association, but are entitled to benefit in all advantages of this Association. All Associate Members must be members of another USCA Club, must also be members of the USCA and must provide this Association's Secretary with a photocopy of their USCA membership card with expiration date.
Honorary Member: These type members may be elected at large from those who have rendered valuable service to the Association or the working dog movement (e.g., Police Service Work, SAR, etc.).Probationary member: These type of members have been accepted by the BOD on a probationary status and have completed

and returned all necessary documentation, have paid prorated dues, and have provided proof of USCA membership. These type of members are not entitled to vote or hold office in the Association, but are entitled to benefit in all advantages of this Association.

Section V-II Application for Election to Membership

Applicant shall attend four (4) training sessions as a nonmember of the Association. The Training Coordinator will at these sessions evaluate the Applicant's dog for its temperament, prey and defense drives. If a dog's temperament, prey and/or defense drives are not suitable for the sport of Schutzhund, the Applicant will so be informed by the Training Coordinator.
Applications for membership shall be made to the Secretary or Sergeant-at-Arms in writing upon the forms provided.
The Applicant shall be voted on for probationary membership within 30 days of request. Election to Active or Associate Member status shall be made by the Board of Directors and requires a three-fifths (3/5) majority vote within 12 calendar months of applicants receiving probationary membership approval.
Honorary Members shall be appointed by a three-fifths (3/5) majority vote of the Board of Directors.

Section V-III Resignation

Any Member may resign at any time and may be deleted from the membership upon receipt of resignation, in writing, by the Secretary.

Section V-IV Suspension

Any Member may be suspended by a three-fifths (3/5) majority vote of the Board of Directors or automatically as provided elsewhere. Any Member under suspension shall not be entitled to vote or participate in training sessions.
Any Member under suspension for four (4) months shall be expelled from membership automatically.
Any Member who does not renew their membership to the USCA and this Association's Secretary is notified by the USCA Treasurer of said fact, will have thirty (30) days in which to renew their membership with USCA and provide this Association's Secretary with a photocopy of their USCA membership card with expiration date. Failure to renew USCA membership and provide proof of membership will result in suspension.

Section V.V Termination of membership:

Membership may be terminated:
a) By Resignation. Any member may resign from the Club upon written
notice to the Secretary;
b) By Lapsing: A member will be considered as lapsed and automatically
terminated if such a member.s dues remain unpaid on January 31st of any
given year or on a payment plan reviewed by the club treasurer and approved by 3/5th majority of BOD..
If no damages have been incurred by the club or its members suspended parties will be reimbursed between ½ and full pro-rated dues from the time of termination through the end of their calendar year.

Article VI. Guests

Members may invite Guests to any training session of the Association. Guests that are training their dog and/or using club resources are subject to Article V., membership rules.

Article VII. Dues and Special Levies

Section VII-I Dues and Fees

The membership dues for an Active Member with one (1) dog are as prescribed in the Annual Budget (Appendix A) for the Association and are per calendar year.
The membership dues for an Associate Member with one (1) dog are as prescribed in the Annual Budget (Appendix A) for the Association and are per calendar year.
The membership dues for a family, where both members are Active Members each with one dog, are as prescribed in the Annual Budget (Appendix A) for the Association and are per calendar year.
There are no membership dues for an Honorary Member.
There is an extra dog fee dog per calendar year for Active or Associate Members wishing to work more than one dog three (3) months or older, and for Honorary Members working a dog three (3) months or older other, which is not their active-duty service dog.
Membership dues are paid at the beginning of every year (January 31st). A photocopy of the Member's USCA membership card showing the expiration date shall be included when membership dues are paid. Members joining after that will be charged dues prorated to the months remaining in the calendar year.

The Board of Directors has the discretion to raise dues yearly without requiring a vote of the Active Members. Helpers who are Active Members and not training a dog are not required to pay Membership dues.

Section VII-II Special Levies

The Board of Directors may approve by a majority vote the collection of special equal levies against the Membership, to meet the expense of the Association.

Section VII-III Nonpayment of Membership Dues and Special Levies

Any Active Member whose dues remain unpaid one (1) month after (January 31st) and is not on a on an approved payment plan shall be notified in writing by the Secretary. If said dues remain unpaid for another thirty (30) days, the Member shall be automatically suspended.
Any Member whose share of a special levy remains unpaid for one (1) month after approval by Membership vote shall be so notified in writing by the Secretary. If said levy remains unpaid for another thirty (30) days, the Member shall be automatically suspended.

Article VIII. Charges for Misconduct

Any Member may prefer charges against another Member for alleged misconduct prejudicial to the interests of the Association. Written charges with specifications must be preferred in duplicate and forwarded to the Secretary of the Association with a deposit of $50, which shall be forfeited if such charges are not sustained. All charges shall be heard before the Board of Directors only. The Board of Directors shall fine, suspend or expel from the Association or take such other measures as may be deemed advisable. The accused Member must be allowed to present his case to the Board of Directors. Any Member against whom charges have been filed may, by three-fifths (3/5) vote of the Board of Directors, be suspended for a period not exceeding sixty (60) days, or expelled from membership.

Article IX. Board of Directors

The control and management of the affairs of the Association shall be vested in the Board of Directors, consisting of five (5) Active Members.
The Board of Directors shall consist of:
President;
Vice President;
Secretary;
Treasurer; and
Sergeant at Arms Meetings of the Board of Directors mayl be called by the President. Board meetings may precede or follow regular general membership meetings.
Special meetings of the Board of Directors shall be called by the President or three Directors acting in concert.
A majority of the 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.
The Secretary shall keep minutes of the Board meetings, which shall be available to any Member at any time.
The Board shall have general supervision over all disbursements of the Treasurer and shall appoint an Auditing Committee, to consist of three (3) members of the Board, who shall audit accounts and records annually and prior to all elections.
The Board shall have the power to appoint committees and assistance officers from among the Membership.
The Board of Directors shall appoint a Training Coordinator for an indefinite term.

Article X. Officer Responsibilities

President: The President shall preside at all meetings and act as the chief executive of the Association. He/she shall be a member of all committees.
Vice President: The Vice President shall in the absence of the President, per all the duties of the President. He/she shall be in charge of maintaining all equipment using in the training program, and all Association property. He/she shall also provide or otherwise arrange for various equipment necessary to keep the training program operating.
Secretary: The Secretary shall have charge of all correspondence except training schedule; keep the records and roll of the Members, the minutes of General Meetings and Board Meetings, and election results.
Treasurer: The Treasurer shall receive, collect, and distribute all funds of the Association. Disbursements shall be made only by signed vouchers, which shall be kept as part of a permanent record system, which shall include an account book of receipts and disbursements. He/she shall render a formal statement regarding the Association funds annually and informally at all regular meetings.
Sergeant-at-Arms: The Sergeant-at-Arms shall provide correspondence to the Membership regarding the training schedule. 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 also be responsible for assisting the Secretary to perform his/her duties.

Article XI. Election of Directors

The Directors shall be elected by the Active Members in good standing by majority vote. Their term shall be for one (1) year and the elections shall occur at the annual meeting of the Association. All Directors shall assume office immediately after the election results are known. Each Active Member may vote for only one (1) nominee for each office. This can be accomplished via email.
Nominations for Directors shall be made from the Active Membership at the annual meeting. All nominations must be seconded. Prior to the election, the Secretary shall receive consent to hold office from all nominees, this may be written or verbal.
Any Active Member whose membership fees or levies remain unpaid on election day shall be disqualified from voting or holding office.

Article XII. Parliamentary Authority

The current edition of "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.

Article XIII. General Membership Meetings

The general membership meeting to conduct business shall be held in conjunction with the training sessions. Unless otherwise announced, these meetings shall be held periodically at the discretion of the Board of Directors.

Article XIV. Constitutional Amendments

The Constitution and Bylaws may be amended, altered or repealed by a two-thirds (2/3) vote of the Active Members in good standing.
Any proposed changes to the Constitution and Bylaw shall be formally read at the meeting at which actual voting takes place, and shall appear in the minutes of that meeting.

Article XV. Training Coordinator

A Training Coordinator shall be appointed for an indefinite term, by the Board of Directors. He/she shall fulfill all requirements to maintain a satisfactory and successful training program. He/she shall be in charge of all Association activities at the training grounds during normal training hours. He/she shall be an Active Member of the Association. The Training Coordinator, any Assistants, Trainers or Helpers shall not be reimbursed for Association activities.

Article XVI. Training

It is the policy of this Association that one (1) dog per person will be given priority to Members with extra dogs. The training of extra dogs at any one session can be done only with the consent of the Training Coordinator and must not interfere with the timely training of other dogs. Extra dogs and non-member dogs may be trained last in the session.
Extra dogs owned by Association Members and that are less than three (3) months of age may be tied out during a training session, or brought to a session for socialization, without paying the extra dog fee, provided that such action does not interfere with the training of other dogs. Puppies may be worked briefly by a Helper with the consent of the Training Coordinator. Any substantial training or evaluation of a new dog or puppy will require a training fee be paid.
Prospective members and guests of members may attend any training session. They may not enter into any training activities of the Association without consent of the Training Coordinator, or in his/her absence, the presiding Association Director and completing a Release of Liability (Appendix B). Before participating in any of the three (3) phases of Schutzhund, nonmembers shall be required to register with the Secretary or the presiding Association Director in his/her absence, and pay the nonmember training fee. There shall be a maximum of four (4) training sessions per nonmember prior to be required to submit application for membership in the Association.
A Member cannot participate in a training session unless their membership dues are paid in full or an approved payment plan

Article XVII. Empowered Representative

This Association at each annual meeting will elect from the general membership one person who will be the Association Delegate to the parent organization, the United Schutzhund Clubs of America (USCA).
This Delegate must be an Active Member in good standing with the Association; he/she must not have any disciplinary action pending from the USCA. All due payable to both this Association and the USCA must be paid in full.
This Delegate must be empowered to represent the Association in all matters, as he/she will be a member of the Board of Directors of the USCA.
This Delegate will begin his/her one (1) year as the Association's Empowered Representative to the Board of Directors of the USCA effective with the annual meeting of the USCA.

Article XVIII. Association Dues to the United Schutzhund Clubs of America

This Association must pay to the Treasurer of the USCA, an annual fee as prescribed by that organization, upon the date of affiliation with the USCA, and every year (anniversary date) thereafter.

Article XIX. Rules and Regulations

The Association shall maintain a set of Rules and Regulations that contains, but is not limited to: appropriate handler-dog etiquette at the training grounds, appropriate confinement of dogs before, during and after training sessions, necessary equipment for training tracking, obedience and protection, etc. The Rules and Regulations are presented as Appendix C.

Article XX. Training Grounds

The Association shall obtain a Lease Agreement from the property owner where training sessions are held. The association does not hold responsibility if that lease expires, is challenged, etc.

Article XXI. Liability Release and Association Insurance Requirements

Association Members and persons visiting a training session shall be required to sign a Release of Liability. A copy of the Association's Release of Liability is presented in Appendix B.
The Association shall acquire and maintain liability insurance.

Article XXII. Bylaws Revision History

October 25, 2006 – Version 0.1: Initial Release to Board of Directors for Review.
November 2, 2006 – Version 0.2: Implement Comments from Board of Directors Meeting on October 25, 2006.
April 14, 2014 – Version 0.3: Implement Comments from Board of Directors Meeting on April 9, 2014.

Coal Mountain Schutzhund Association
Appendix A
Rules and Regulations

The following are rules and regulations to be adhered to by all club members and guests to ensure that all handlers and dogs are properly prepared to participate in any training sessions or events held by Coal Mountain Schutzhund Association.

- All club members and guests shall sign a release of liability waiver before being allowed to participate in training sessions or events
- As a full member club of Schutzhud/IPO, which is a 3 phase sport including tracking, obedience, and protection. Therefore all members shall train for and participate in all 3 phases of the sport of Schutzhund/IPO.
- All dogs shall be properly confined in a crate when not actively training on the field
- Dogs shall be on leash at all times, except when approved during training by a presiding club official
- All handlers shall provide their own water and bowls for their dogs during training sessions and events
- All club members and guests shall wear appropriate training attire, which includes but is not limited to movable athletic clothing, closed-toe shoes, etc.
- It is strongly recommended that all handler dog teams acquire the following training equipment:
    - Light weight obedience lead (4 ft. or shorter)
    - 15-30 ft. lightweight long line
    - 33 ft. tracking line
    - Fur saver/ choke collar
    - Pinch collar (w/ enough links to be loose fitting)
    - Training vest
    - Appropriate motivational toys (ie. Ball on string, tugs, bite size food, etc.)
    - Waterproof tracking shoes
    - Tracking flags
- All club members and guests shall park in the designated parking areas approved by the property owner only
- Coal Mountain is a family friendly club and in order to ensure the safety of all in attendance, children should be properly monitored by a parent or guardian, especially during the protection phase of training.

TRAINING AGREEMENT AND UNDERSTANDING OF LIABILITY

1. I understand that my participation in the Coal Mountain Schutzhund Association is at my own risk.
2. I will not hold the Coal Mountain Schutzhund Association, its officers, members, promoters, sponsors, land owners, or the United Schutzhund Clubs of America responsible for damage that may occur to my person or property as a result of the activities of the club.
3. I understand that the training of my dog(s) is/are primarily for the purpose of the sport of Schutzhund.
4. I understand it's my responsibility to provide ample home insurance to cover the action of my dog(s).
5. I agree to abide by the Constitution and By-Lays of the Coal Mountain Schutzhund Association.
6. I understand that I am fully responsible for the action of my dog(s) and I agree to keep my dog(s) properly strained and under reasonable control between and during practice exercises.