

# **WHIRL-A-WAYS REVISED CONSTITUTION and BY-LAWS**

Approved: 12/18/2007

## **ARTICLE I - NAME**

The name of this organization shall be the Whirl-A-Ways Square Dance Club, hereinafter referred to as the "Whirl-A-Ways" or abbreviated as "Club" or "WAW."

## **ARTICLE II -PURPOSE and OBJECTIVES**

The purpose for which this Club is organized is to provide a comfortable and congenial social environment where square dancers may enjoy dancing together in a spirit of friendliness and cooperation, to provide and maintain a high quality of training to achieve and maintain that goal, and to encourage and sustain the interest of its classes, its members and others in and by engaging in any lawful activity for the betterment of the Club and in support of those goals.

## **ARTICLE III - CLASSES**

### **Section 1 -Level**

Participation in classes shall be open to any dancer or prospective dancer irrespective of marital status, 18 years of age or older (or minors, as defined in the standing rules), who can exhibit an ability to dance those calls on the Basic, Mainstream and Plus teaching lists as defined by Callerlab, the international worldwide standard teaching program, with a goal of achieving competency in the Callerlab A1 & A2 programs. Experience in Dance by Definition (DBD) concepts as incoming students will prove helpful, but is not required. The level or achievement standard for Club membership is full A2, and A2 is the level at which those successfully completing the prescribed class regimens will graduate.

### **Section 2 - Class Goals**

Classes are sponsored by the Club as an effort to increase interest and awareness in advance level dancing by providing complete courses of instruction therein. As part of the graduation process, those on track to successfully completing courses will be given the opportunity to become Club members as full A2 dancers, subject to qualifying and with Board approval of prescribed applications, and concurrent payment of initial dues.

### **Section 3 - Registration and Records**

1. Dancers participating in classes must complete a prescribed registration form so that necessary contact and other personal information will be on file and available if needed (in case of a dark class night, medical emergency, etc.).
2. Class rosters will be maintained to track attendance and to insure ongoing progress as the classes move forward. In all cases, regular attendance must be a priority, in order to address new material at the same pace as the remainder of the class participants.
3. Participation in class activities, however, is for instructional purposes only and includes neither stated nor implied membership in the Club.

### **Section 4 - Class Fees**

1. Class and guest fees are established by the Board. Current rates shall be specified in the Standing Rules.
2. As an incentive to remain involved for the long term, those who prepay class fees in increments of monthly or multiples thereof, rather than attending as nightly guests, shall be eligible for discounted rates equal to and subject to the same conditions as those afforded Club members.

### **Section 5 - Identification**

1. The Club will provide a class identification badge to all registered participants. The class badge remains the property of the Club and is to be returned upon class completion, departure or termination.
2. Class attendees are encouraged to purchase a name bar which will be attached to the badge identifying them as class participants. The bar can later be used with a Club membership badge after graduation and approved application.

### **Section 6 - Behavior**

In addition to being a teaching tool, these classes also promote the exercise of courtesy and civility as central to the fun of dancing and of "friendship set to music." We have not, do not, and will not permit activity by any individual class attendee or couple, angel, member(s) or guest(s) which foments egregious or illegal actions, or otherwise places the physical, emotional or fiscal well-being of the Club, its classes, its officers and volunteers, or any of its general membership at risk. In addition to class instruction, this applies as well to meetings, picnics, workshops, hoedowns, weekends, festivals and other like or similar events sponsored by this or other organizations whose primary function is also supportive of square dancing. Involvement in any of the named disruptive actions can result in penalties ranging from eviction to termination of class participation and denial of membership. See Article IV - Membership, and Article V - Decorum.

## **ARTICLE IV -- MEMBERSHIP**

### **Section 1 - Qualifications**

Membership shall be open to any dancer 18 years of age or older (or minors, as defined in the standing rules), irrespective of marital status, who can demonstrate the ability to execute calls up through the A2 program, as defined by Callerlab. This includes graduate Whirl-A-Ways class dancers, graduates of other classes, and those already experienced at the A2 level or above, subject to the conditions and/or limitations outlined in the remainder of this article and/or in Article V.

### **Section 2 - Application**

1. Potential members must complete and submit a prescribed Club application form, along with appropriate dues payment, to be considered for membership.
2. Applications received from experienced or graduate A2 dancers or from class participants 60 days or less prior to graduation with the prescribed dues payment by check attached will have the check retained uncashed and attached to the application until such time as it has been approved. Applications received from class participants prior to that time will have the form returned for later resubmittal within the prescribed window and any check received with the form either: a) returned with the form, or b) cashed and applied to remaining class fees with the applicant so advised.
3. All applications must be approved by the Board of Directors and once approved, are considered to be effective as of the first day of the following month.
4. The Board reserves the right to deny any application for membership if it determines the best interests of the Club would not be served by approval. Typically, this would be due to issues revolving around Article III, Section 6; Article V, or an inability to demonstrate competence at A2.

### **Section 3 - Member Defined**

1. A member is defined as any person on the Club roster whose membership has been approved by the Board.
2. An active member is defined as any member not on leave whose dues are paid through the current month.
3. Club membership is contingent upon having paid, or concurrent payment of, yearly dues to the Associated Square Dancers of Superior California (ASDSC), through this or another ASDSC member club.

### **Section 4 - Dues**

1. Dues are established by the Board. Current dues rates shall be specified in the Standing Rules.
2. Dues must be paid in minimums of one-month increments, and may be paid in advance up to a period of one year. Dates payable and length of grace period, if any, shall be specified in the Standing Rules. Members must pay dues for the entire month irrespective of the number of days they may actually dance during that month.



3. Members are expected to pay any dues or assessments in a timely manner. Unless on an approved leave of absence, any member whose dues become delinquent in excess of the grace period prescribed in the Standing Rules will be automatically dropped from the roster.

#### **Section 5 – Responsibilities**

Members are expected to share in responsibilities of the Club's operation, to exhibit a willingness to serve if asked to fill a volunteer position or run for office or to be open to the suggestion of alternates if unable to personally respond, and to cooperate if asked to perform minor tasks on the Club's behalf from time to time.

#### **Section 6 – Leaves of Absence**

Leaves of absence may be granted for reasons and under circumstances or conditions outlined in the Standing Rules.

#### **Section 7 – Resignations**

A resignation will be considered effective as of the date of receipt and the name(s) will be removed from the roster immediately thereupon. No prorated partial refund of any prepaid dues will be made for the month in which the resignation takes effect.

#### **Section 8 - Termination**

At the Board's discretion, any membership may be immediately terminated without recourse if the member [or members, if a dancing couple] is/are observed to be physically or verbally abusive, disruptive or otherwise threatening in any civil, criminal, or fiscal manner to any person or place at any dance function sponsored by this Club or otherwise. This extends to classes, meetings, picnics, workshops, hoedowns, weekends, festivals and other like or similar events sponsored by this or other organizations whose primary function is also supportive of square dancing. In any case of termination, name(s) will be immediately removed from the roster and no prorated partial refund of any prepaid dues will be made for the month in which the termination occurs.

#### **Section 9 – Reinstatement**

1. If a member **resigns** or is dropped from the roster due to **non-payment of dues**, he/she may rejoin the Club by payment of a reinstatement fee equal to one month's dues, **plus** payment of a minimum of at least the current month's dues.
2. In the interim, any member dropped for either reason above is welcome at any Club event as a paying guest.
3. If a member has been **terminated for cause**, reapplication will be considered (a) after one year, or upon earlier evidence by the terminated member(s) that the condition causing the termination has been addressed and corrected, and (b) a reinstatement fee as stated in (1) above has been paid. The Board reserves the right to refuse reinstatement if, in its judgement, the cause for termination was such that reinstatement would expose the club, its members or its fiscal, physical or emotional well-being to continued, renewed or additional risk.

#### **Section 10 – Rights**

The privilege of holding office, introducing motions and voting shall be limited to currently rostered active Club members.

### **ARTICLE V – DECORUM**

Since the primary purpose of this Club revolves around proper social behavior, all dancers are expected to maintain certain standards of decorum. The nature of our activity requires that we be able to function in a sober, healthy mental state and a non-threatening environment. The following criteria shall therefore apply:

1. All class dancers, club members and guests, whether dancing or not, are expected to adhere to a high standard of good personal hygiene. Dancers should arrive clean and without offensive body odor or overpowering fragrances. Use of deodorant and anti-perspirant is encouraged, as is the use of long-sleeved shirts by men dancers. While class or workshop atmosphere is more relaxed and casual dress is acceptable—even more so in warmer weather--shorts less than mid-thigh length are not encouraged, and use of sleeveless shirts by men and

tank tops or less by either sex is considered inappropriate. Violators may be asked to leave the floor and correct their problem before returning.

2. Possession or imbibing of alcoholic beverages while attending a Club-sponsored function, including evidence of alcohol on breath or clothing, will not be tolerated. Any person--dancer or otherwise— found in violation will be evicted immediately. Obvious intoxication will be reported to local authorities.
3. Anyone appearing at Club-sponsored functions exhibiting symptoms of abuse of a controlled substance will be removed from the floor and evicted. Obvious impairment will be reported to local authorities.
4. There will be zero tolerance of any person disrupting a Club-sponsored function with boldly hostile and/or quarrelsome behavior, or to abuse or threaten an individual in attendance at such a function physically, verbally, or fiscally. A person displaying such behavior will be immediately removed and authorities contacted if necessary.
5. No adjustment of dues or refund of guest fees will occur for loss of dance time resulting from any of the above.
6. At the discretion of the Board, offenders may be subject to additional penalty, depending on the severity of the infraction, up to having their class status or membership terminated or guest privileges revoked, as applicable, for the most serious circumstances or for repeated or multiple offenses.

## **ARTICLE VI -VOTING**

### **Section 1 - General Meetings**

Active members of the Club present at any general membership meeting shall be entitled to one vote per person on each matter requiring a vote of the membership.

### **Section 2 - Board Meetings**

Only members of the board shall be entitled to vote at board meetings. Each Board office represents one vote.

### **Section 3 – Committees**

1. Committees may vote internally on issues under their jurisdiction, and each member shall have one vote.
2. Committees shall act in an advisory capacity to the Board only, and where applicable, shall have no vote in Board decisions based on any reports or other material presented.

### **Section 4 – Quorum**

1. Fifteen per cent (15%) of active members will constitute a quorum for general or special membership meetings.
2. For board meetings, a quorum is a simple majority of those positions currently filled.
3. For committee meetings, a quorum is defined as a simple majority of its members.
4. The quorum as defined shall be necessary for the transaction of any Club business.

### **Section 5 – Conflict of Interest**

1. Whenever a Board or committee member determines that he/she has a conflict of interest relating to a topic under discussion, he/she must inform the body discussing the topic that the conflict of interest exists.
2. Board or committee members shall not vote on items in which they have a conflict of interest.

## **ARTICLE VII – MEETINGS**

### **Section 1 – General Meetings**

The Club shall conduct at least one general meeting per year for the purpose of elections and at such other times as called by the board to conduct any necessary business of the Club. Any such meeting shall be duly noticed by announcement at a minimum of two workshops preceding the meeting, and by notification in the appropriate issue of the club newsletter if such can be accomplished in a timely manner.



## **Section 2 – Board Meetings**

1. Meetings of the board shall be held at least quarterly.
2. Notice of Board meetings may be given orally or in writing, and if the latter, via surface or electronic mail as appropriate. Notice should be at least two days prior to the meeting and is deemed to have occurred if the meeting is held at the prearranged and customary time and location.
3. Special meetings of the Board may be called by the President or by any three board members providing at least 48 hours' notice is given.
4. In case of an emergency, which is so defined by the President or any 3 directors, twenty-four hours' notice shall suffice and any business may be conducted with the exception of bylaw amendments or elections.

## **Section 3 – Committee Meetings**

Meetings of any committee may be scheduled at whatever convenient time and frequency is determined adequate for the timely completion of necessary business, provided such time(s) is/are not in conflict with any previously scheduled board or general meeting. A schedule may be established by agreement of the committee chairperson and a simple majority of members thereon.

## **Section 4 – Meeting Protocol**

All meetings will be conducted under the protocols established in Robert's Rules of Order, Revised, unless waived by the presiding officer at the opening thereof and with the concurrence of the majority of those attending, or if inconsistent with the By-Laws or Standing Rules of this Club.

# **ARTICLE VIII –BOARD OF DIRECTORS**

## **Section 1 – Number and Definition**

1. The Board of Directors ("Board") shall consist of the officers set forth in Article IX and is the term used when describing those officers collectively.
2. The President shall concurrently serve as Board Chairperson, the Vice President as Vice Chair, the Secretary and Treasurer in their respective positions and remaining officers as Directors.

## **Section 2 –General Powers**

1. The Board shall manage the affairs of the Club and shall have authority to set policy and speak on its behalf.
2. The Board or its representative shall officiate at all Club activities.
3. The Board shall approve standard contract conditions used to hire callers and cuers.

## **Section 3 – Removal from the Board**

1. Any member of the Board may be removed at any meeting by a two-thirds vote of the Board members, providing that written notice of the meeting and the intended action has been furnished to all board members at least ten (10) days prior to said meeting. The following are reasons for removal:
  - Resignation
  - Failure to pay dues on time
  - A course of conduct conflicting with WAW objectives and standards, adversely reflecting upon the WAW and smooth functioning of the Board or Club.
2. No Board member may be removed without an opportunity for a hearing before the Board after the member has been given the 10-day written notice of the proposed action.
3. Following the hearing if the option has been exercised, or at the meeting otherwise called if no hearing was held, the Board, upon a two-thirds vote of a quorum, may remove the Board member from his or her duties when it appears that grounds for termination actually exist and may continue to exist. The decision of the Board shall be final; the member's general membership will not be affected.

## ARTICLE IX –OFFICERS

### Section 1 –Positions

1. Club officers shall consist of a President, Vice President, Secretary, Treasurer, Caller/Cuer Coordinator, and Publicity Coordinator.
2. Offices may be filled by a single individual, or jointly by a dancing couple. If the latter, they shall have a single vote.

### Section 2 – General Duties

- A. **PRESIDENT:** Chief executive officer of the Club. Shall prepare agendas for and preside at all meetings of the Board and the Club, appoint and remove chairpersons and committees as needed, be an ex-officio member of all committees, enforce these bylaws, and may sign checks drawn on the account of the Club. The President may act on behalf of the Board in an emergency, and shall have the right to approve all statements made on behalf of the Club. The President shall not vote except to break a tie or establish a quorum. Following election of a successor, serves ex-officio as a member of the Board for one year.
- B. **VICE PRESIDENT:** Assumes the duties of the president in the president's absence or departure. The Vice President ensures adequate reserves of decorations and supplies for the Club. May sign checks drawn on the Club account, and may have other duties as assigned.
- C. **SECRETARY:** Responsible for keeping an accurate record of all business proceedings of the Club, keep and update the master copy of any bylaws and standing rules, and prepare any ballots for general or special elections. If so requested, the Secretary may work with the Treasurer to establish and maintain current roster(s) of class dancers or club members, and may be asked to perform other duties as assigned.
- D. **TREASURER:** Responsible for all financial matters relating to the Club. The Treasurer shall make deposits, keep an accurate and timely record of receipts and expenditures, provide written and verbal reporting at Board meetings, prepare or cause to be prepared all state and federal tax forms and accountings, and shall pay all regularly-occurring bills such as rents and caller/cuer fees. The Treasurer is authorized to sign checks drawn on the account of the Club, and shall make Club financial records available for audit upon request of the Club President or upon election of a successor. Maintains current rosters and attendance records of class dancers and of club members. Submits ASDSC dues, rosters, insurance information and associated paperwork to keep Club-related ASDSC information current. May recruit assistants or volunteers to help man check-in tables at classes, workshops or dances, or to staff other functions.
- E. **CALLER/CUER COORDINATOR:** Negotiates all Caller and Cuer contracts, subject to Board approval. Responsible for supplying copies of all contracts to the President, Treasurer, and Publicity Coordinator to provide appropriate information. When necessary, works with Club Caller and contracted outside Callers to insure that advance hoedown levels are appropriate to class progression. Arranges for workshop and dance locations, subject to Board approval.
- F. **PUBLICITY COORDINATOR:** Prepares and distributes Club publicity, issues special notices and articles on Club sponsored classes and dance events to local papers, square dance magazines and other clubs. Writes and edits any Club newsletter or other non-election correspondence intended for general internal circulation. Submits bills to Treasurer for reimbursement and notifies Treasurer when ads are submitted for magazine publication so payment can be forwarded.

### Section 3 - Nominations and Elections

#### Nominations for Office

1. In advance of annual elections, the President will appoint a Nominating Committee who will canvass the membership for interest in filling Board positions for the coming calendar year. The nominating committee will submit the results of its canvass to the Board.
2. The proposed slate of officers as submitted by the Nominating Committee will be submitted to the Club at the first workshop in November or at the discretion of the Board, with nominations from the floor being accepted at



the same time. Any person nominated from the floor must be an active Club member, be present, and agree to serve if elected.

### **Elections**

Elections will take place at an Annual Meeting on the last workshop in November or at the third workshop following the open nominations if other than November. If more than one nominee is running for any office, the Secretary shall prepare a ballot for that/those office(s) and a vote shall be taken, with the winner determined by a simple majority of qualified voters. If only a single nominee is running for any office, a motion may be made to have that office filled by acclamation and no ballot shall be necessary.

### **Section 4 – Term of Office**

Officers shall be elected for a term of one year, coinciding with the calendar year.

### **Section 5 – Replacement of Officers**

Except for the office of President, vacant offices may be filled for the remaining portion of the term by a vote of the Board. A vacancy in the office of President shall be filled by the vice president.

## **ARTICLE X – NON-ELECTIVE POSITIONS**

### **Section 1 – Positions Defined**

Non-elective positions are those filled by any means other than a vote of the general membership, and fall into the general categories outlined below.

### **Section 2 – ASDSC Delegates**

**Club ASDSC Delegates** are appointed by the President with concurrence of the Board, and serve for the calendar year or the remainder thereof if appointed midterm. They represent the Club at ASDSC meetings and report back to the Board on any actions affecting the Club, or other issues or information discussed at the meeting that would be of interest to or could impact the Club. They also bring any materials from ASDSC back to the club for delivery to the appropriate officer(s) or dissemination to the general membership, as applicable.

### **Section 3 – Chairpersons and Committees**

1. **Chairpersons** are appointed by the President and may be stand-alone or provided committee status, and may be appointed on an ad-hoc, long-term, or permanent (calendar year) basis. Examples may include (but are not limited to) Historian, Hospitality or Sunshine, Dance Event, Duty Roster, Nominations, Phone Tree, etc.
2. **Committees** may be established on an ad hoc or permanent basis by the President with the concurrence of the Board, to support those Chairpersons where it may be deemed necessary or appropriate.

### **Section 3 – Volunteer Rosters**

**Volunteer Rosters** may be established by any officer, for any purpose authorized by the Board. Examples might be to staff the welcome table, post-workshop cleanup, etc.

## **ARTICLE XI - OPERATIONS**

### **Section 1 – Caller-Club Relationship**

1. The status of the Club Caller to the Club is defined by contractual agreement, which is subject to annual review, renegotiation and renewal to coincide with the September-August class instruction cycle.
2. The Caller may sit in at any meeting in an advisory capacity if so requested by either party.
3. Individuals will not dictate the calling program to the caller. Any such requests or complaints must be submitted to the Board for action or response.
4. These conditions and requirements may also be applied to any present or prospective club Cuer.

## Section 2 -Finances

1. The Club shall maintain a checking account. Signature of the President, Vice-President or Treasurer shall be valid for issuance of any checks drawn on the account.
2. Any ordinary expenses incurred in the line of Club business shall be reimbursed by the Club Treasurer, up to a limit specified in the Standing Rules. Special requests for out-of-the-ordinary Club expenses must be approved by the Board.
3. Members must prepay for any merchandise ordered by the Club on their behalf. Refunds of prepayments to members will be granted only in emergencies or in the event of supplier cancellation.
4. Excepting contracted instructors or entertainment, no salary shall be paid to, or on behalf of, any person serving in any position with the Club, nor shall monetary benefits accrue to any member.
5. The fiscal year of the Club, for tax and accounting purposes, shall run concurrent with the calendar year, from January to December.

## Section 3 – Not-for-Profit Status

1. The Club is established to function as a not-for-profit organization and have nonprofit status under the laws of the State of California.
2. The Club also has Federal tax-exempt status as a not-for-profit organization under Section 501(c)(4) of the United States Government Internal Revenue Service Code.

## Section 4 – Political Activity

No members, assets or activities of this Club shall be used to support or oppose any political agenda or activity.

## Section 5 – Non-Discrimination

The Club shall not discriminate against any individual or group on the basis of race, religion, color, sex, age, national origin, sexual orientation, income or political affiliation in any of its policies, recommendations or actions.

## Section 6 – Dissolution

1. Dissolution of the Club must be approved by a 2/3 majority vote of a quorum, at a special membership meeting called for that purpose by the Board.
2. Upon the dissolution of the Club, no member shall have any right to, nor shall receive any assets of the Club. The assets of the Club are permanently dedicated to a tax-exempt purpose. In the event of dissolution, after payment of debts the Club's remaining assets will be distributed to an organization or organizations--chosen by a majority vote of the members--which is/are tax-exempt under the relevant provisions of the Internal Revenue Code and which exist(s) for other than religious purposes.

## ARTICLE XII - CHANGES TO BY-LAWS

### Section 1 - Supersession and Effectivity

1. **Supersession.** Once approved by vote of the membership, this Revision of the Constitution and By-Laws of the Whirl-A-Ways shall supersede in its entirety the predecessor version originally passed on July 15, 2003, as subsequently amended.
2. **Effectivity.** The whole of this Revision shall take effect as of the date approved. Providing no prior negating action has been taken by the Board, to permit a smooth transition without undue delay, the class currently in process shall be restructured as necessary so that this Revision may apply.

### Section 2 - Amendment Or Revision

1. Proposed changes to these bylaws may be instigated by a) Board action; b) a chairperson or committee appointed by the President; or c) a submission in writing for Board action by any active member in response to a real or perceived need. Some matters raised may be resolved by discussion and interpretation of the issue in



question; others of a valid but minor nature may be more appropriately resolved by modification or addition to the Standing Rules by the Board.

2. At the direction of the President, the bylaws may be reviewed periodically by an ad-hoc committee created for that purpose to determine if a full revision may be in order.
3. Changes amending or revising these bylaws may be adopted at any meeting by a two-thirds vote of the active members present, provided that the membership has been notified of the intent to amend or revise by mail or by posting the proposed changed version(s) for member review at three workshops immediately prior to the meeting at which the vote is to occur.
4. Any amendment to these bylaws shall be attached and incorporated hereto and from its effective date shall carry the full force and effect and be subject to the same provisions as the original, except as they may be modified by the same or subsequent amendment(s).

APPROVED BY UNANIMOUS VOTE OF THE MEMBERSHIP: December 18, 2007.

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Any questions or concerns a member or guest may have with respect to Whirl-A-Ways regulatory documents, policy or operations should be directed to the President of the Club or presented to the Whirl-A-Ways Board at a regularly scheduled meeting of the Board.

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