Bylaws
South Central Irish Wolfhound Club, Inc.
(“SCIWC”)

Article I  Name and Objectives

Section 1.1  The name of the charity shall be South Central Irish Wolfhound Club, Incorporated (“SCIWC”).

Section 1.2  The objectives of the SCIWC will be:

a. Promote the joy and value of responsible Irish Wolfhound ownership.

b. To maintain an active rescue, rehabilitation and placement program for abused, neglected, surrendered or abandoned Irish Wolfhounds.

c. To educate the public, our members/volunteers, and potential adopters about the history, the physical and psychological health, training and medical care and welfare for all life stages of the Irish Wolfhound through our web site and well as public events.

d. The protection, welfare, and guardianship of the Irish Wolfhound, and to the preservation of our breed as defined by the standard recognized by the American Kennel Club.

Section 1.3  SCIWC shall be operated as a non-profit organization and monies from dues, donations, grants, or fundraising paid to the SCIWC shall not inure to the benefit of any member or individual.

Section 1.4  The Board of Directors may revise the Bylaws as necessary in order to carry out these objectives.

Section 1.5  It shall be the duty of every member of the SCIWC to forward the interests of the breed and SCIWC, to promote honorable dealings in canine matters and report to the presiding officers and/or the Board of Directors of SCIWC any irregularities affecting the canines, SCIWC or any of its members.

Article II  Membership

Section 2.1  Eligibility. Application for membership will be open to all persons 18 years of age and older, with no regard to race, color, creed or any other unlawful restrictions, who subscribe to the purposes of SCIWC. While membership is to be unrestricted as to residence, SCIWC’s primary purpose is to be a representative of the Irish Wolfhound owners in the South Central United States, which may include, but are not limited to: Texas, Oklahoma, Louisiana and Arkansas.

Members shall be invited to participate in all SCIWC to all Club events, and are eligible to compete for all membership awards; however, only Members who are actively serving on the Board of Directors shall be eligible to vote.
Section 2.2  Election to Membership. Each applicant for membership shall apply on a form as approved by the Board of Directors and which shall provide that the applicant agrees to abide by these Constitutions and by-laws. The application shall state the name, address, phone number and e-mail address of the applicant.

   a. Accompanying the application, the prospective member shall submit dues payment for the current year.
   b. All applications are to be filed with the Secretary.
   c. Upon receipt of an application for membership, the Secretary shall, no later than 30 days following receipt of the application, send the application to The Board of Directors (“the Board”) for approval or rejection. The Board shall vote on the applications by a simple majority vote, either in person or electronically, with no less than 3 Board members voting on each application.

Section 2.3  Termination of Membership. Membership maybe terminated:

   a. By resignation. Any member in good standing may resign from the SCIWC upon written notice to the Secretary, but no member may resign when in debt to the SCIWC.
   b. By lapsing. A membership will be considered as lapsed and automatically terminated if such member’s dues remain unpaid 90 days after the first day of the fiscal year. However, the Board may grant an additional 90 days of grace to such delinquent members in meritorious cases.
   c. By expulsion. A membership may be terminated by expulsion as provided in Article V of these by-laws.

Section 2.4 Member in Good Standing. A Member in Good Standing has paid their annual dues and follows the actions as described in Section 1.5 of these by-laws.

Section 2.5  Dues. Membership dues will be set by the Board of Directors and shall not exceed $50 per year.

   a. Annual membership dues become due and payable on January 1 of each calendar year and shall be deemed to be in arrears if not paid by that date. Dues notices will be sent by the Treasurer to SCIWC membership two months before the due date.
   b. Membership dues will be prorated by 50% for applications approved after June 30.

Article III  Directors

Section 3.1  The concerns, direction and management of the affairs of SCIWC shall be vested in the Board of Directors.

Section 3.2  The members of the Board of Directors shall be elected, when needed, by a majority of the then-incumbent Directors and shall serve for terms of three years. The Board terms shall be staggered with no more than two positions being open for election in any one
fiscal year. The positions will be open for election as follows: **Year A:** President, Secretary and one at-large board member **Year B:** Treasurer, President-Elect, and one at-large board member **Year C:** five at-large board members and the Rescue Coordinator. Board of Directors may be re-elected to another term if a majority of the current board agrees.

Section 3.3 The Board shall be comprised of the President, President-Elect, Secretary, Treasurer, Rescue Coordinator, and a minimum of two Directors, but no more than seven.

Section 3.4 Officers

a. The President shall preside at all meetings of the SCIWC and of the Board, and shall have the duties and powers normally appurtenant to the office of President in addition to those particularly specified in these by-laws.

b. The President-Elect shall have the duties and exercise the powers of the President in case of the President’s death, absence or incapacity.

c. The Secretary shall keep a record of all meetings of the SCIWC and the Board and all matters of which a record shall be ordered by the SCIWC. He/she shall have charge of the correspondence, notification of members of meeting, notification of officers and board directors of their election to office, keep a roll of members of the SCIWC with their names, addresses, phone numbers and e-mail addresses and carry out such other duties as are prescribed in these by-laws.

d. The Rescue Coordinator. For the SCIWC, "rescue" is defined as any activity on behalf of SCIWC that involves the taking of an animal in need of rescue (due to abandonment, neglect, abuse, or other situation requiring re-homing or placement of the animal). Animals may only be accepted into the rescue program by agreement/permission of the current rescue coordinator. No member may use the name of the SCIWC to obtain a rescue animal without the proper authorization. SCIWC is not liable in any way for unauthorized rescue activity by its members or by individuals falsely claiming to be members of the rescue foundation. The Rescue Coordinator will be a board member authorized by the Board to perform rescue activities for the SCIWC. The Rescue Coordinator will keep accurate records on each Irish Wolfhound admitted to the program. Records will include, but not be limited to, initial intake information, vet care records and receipts, and copies of the adoption contract for each Irish Wolfhound.

e. The Treasurer shall collect and receive all monies due or belonging to the SCIWC. He/she shall deposit the same in a bank designated by the Board in the name of the SCIWC.

1. His/her books shall be at all times open to inspection of the Board
2. He/she shall report to them at every meeting the condition of the Group’s (SCIWC) finances and every time of receipt or payment not before reported.
3. He/she shall report at the semi-annual meetings a rendering of the account of all monies received and expended during the previous 6 months.

4. No expenditures will be paid without the approval and signature of the President and/or Treasurer.

5. The Treasurer shall be bonded in such amount as determined by the Board of Directors.

Section 3.5 Officers shall be classified as volunteers and shall not receive any salaries or fees for their services; provided that officers may be reimbursed for any expenses incurred in the fulfillment of their duties. SCIWC shall make no loans of any kind to any officer or Director.

Section 3.6 The Board will choose the successor for any board member unable to complete their elected term due to health or personal reasons, unwillingness or inability to carry out their assigned tasks for SCWIC.

Article IV Meetings

Section 4.1 Meetings of the Board of Directors shall be held at such times and places fixed by the Board.

Section 4.2 Special meeting of the Board of Directors may be called by the President, or by the Secretary after being requested to do so in writing by any member of the Board.

Section 4.3 A two-thirds majority of the members (but no less than 3) of the Board of Directors shall constitute a quorum.

Section 4.4 Telephone or electronic meetings of the Board of Directors may be held provided all Board members agree to be bound by any vote taken. Should any Board member not agree, such telephone or electronic meetings will be deemed void. The sole exception to this may be the unavailability of one or more Board members, where all other Board members agree that the urgency of the matter under consideration requires immediate action.

Section 4.5 Except as otherwise prescribed in these bylaws, decisions at any meeting of the Board of Directors or meeting of any committees, shall be by majority vote of those present and voting. Each Director shall have one vote.

Section 4.6 SCIW shall hold a minimum of 2 general meetings of the full membership. The first meeting will be held in between January 1 and June 30. The second meeting will be held between July 1 and December 31.

a. Written notice of the meetings will be made in writing via USPS or email to all members in good standing of the SCWIC at least 3 weeks before the scheduled date of the meeting.

b. During the meeting, the Board of Directors will provide an update on the status of the SCIWC. The meeting will also include an educational component for the general members.
Article IV  Committees

Section 4.1 The Board may appoint standing committees to advance the work of the SCIWC.

  a. Committees may be appointed for educational, membership, special events, fundraising or any other area deemed needed by the Board.
  b. Such committees shall always be subject to the final authority of the Board.
  c. Special Committees may also be appointed by the Board to aid it on particular projects

Article V. Discipline

Section 5.1 Charges Resulting in Termination of Membership

  a. Any member may prefer charges against a member for alleged misconduct prejudicial to the best interests of the SCIWC or the breed. Written charges with specifications must be filed with the Secretary together with a deposit of $25 which shall be forfeited if such charges are not sustained by the Board following a hearing.
  b. The Secretary shall promptly send a copy of the charges to each member of the Board or present them at the next Officers/Board meeting.
  c. The Board shall first consider whether the actions alleged in the charges, if proven, might constitute conduct prejudicial to the interests of the SCIWC or the breed. If the Board entertains jurisdiction of the charges it shall fix a date of hearing by the Board not earlier than 3 weeks or later than 6 weeks thereafter.
  d. The Secretary shall promptly send one copy of the charges to the accused Member by Registered Mail (or via email, if requested by the accused) together with a notice of the hearing and an assurance that the defendant may personally appear in his or her own defense and bring witnesses if he/she wishes.

Section 5.2 Board Hearing

  a. The Board shall have complete authority to decide whether counsel may attend the hearing, but both complainant and defendant shall be treated uniformly in that regard.
  b. Should the charges be sustained, after the hearing all the evidence and testimony presented by the complainant and defendant, the Board may, by a majority vote of those present, suspend the defendant from all privileges of the SCIWC for not more than 6 months from the date of the hearing.
  c. Immediately after the Board has reached a decision, its findings shall be put in written form and filed with the Secretary. The Secretary, in turn, shall notify each of the parties of the Board’s decision and penalty if any.
Section 5.3  Expulsion

a. Expulsion of a member from the SCIWC may be accomplished only at a meeting of the SCIWC following a Board hearing and upon the Board’s recommendation as provided in Article V of these bylaws.

b. Such proceedings may occur at a regular or special meeting of the SCIWC to be held within 60 days, but not earlier than 30 days after the date of the Board’s findings and recommendations, and shall invite the defendant, if present, to speak in his/her own behalf if he/she wishes.

Article VI  Dissolution

Section 6.01

a. The SCIWC may be dissolved at any time by the written consent of not less than 2/3 (not less than 3 people) of the current board members.

b. In the event of dissolution whether voluntary or involuntary or by operation of law, none of the property of the SCIWC nor any proceeds thereof, nor any assets of the SCIWC shall be distributed to any members of the SCIWC but after payments of the debts of the SCIWC, the Board of Directors will distribute the property and assets shall be given to a charitable organization which is a 501(c)3 under the Tax Code for the benefit of Irish Wolfhound Rescue.

Article VII  Order of Business

Section 7.01  SCIWC Meetings

Meetings will be conducted using Robert’s Rules of Order.

a. The order of business, so far as the character and nature of the meeting may permit, shall be as follows:
   1. Roll call
   2. Minutes of the last meeting
   3. Correction to Minutes of the last meeting
   4. Report of President
   5. Report of Secretary
   6. Report of Treasurer
   7. Report of Committees
   8. Nomination/Election of Officers/Board (if election year)
   9. Unfinished business
   10. New Business
   11. Adjournment

Section 7.02  Board/Officers Meetings

a. The order of business, unless otherwise directed by a majority vote of those present, shall be as follows:
   1. Reading the minutes of last meeting
   2. Correction to the minutes
Report of the Secretary
3. Report of the Secretary
4. Report of the Treasurer
5. Report of Committees
6. Unfinished business
7. New business
8. Adjournment

**Article VIII  Fiscal/Calendar Year Reporting Requirements**
The Treasurer is required to file all tax returns and any other periodic reports or filings as required by the State of Texas and the Internal Revenue Service. All reports and filings must be submitted so as to prevent any penalties, whether monetary or otherwise.

**Article IX  Indemnification**

Section 9.01 The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he/she is or was a director, officer, employee, or other agent of the corporation or was serving at the request of the corporation as a director, officer, employee, or other agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceedings if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the corporation, or, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of this corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 9.02 The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in favor by reason of the fact that such person is or was a director, officer, employee, or other agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other entity, against expenses (including attorneys’ fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of this corporation, except that no indemnification shall be
made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to this corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 9.03

To the extent that a director, officer, employee, or other agent of the corporation or of any division of the corporation, or a person serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other entity, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this section, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

Section 9.04

Any indemnification under Sections 12.01 and 12.02 of this section (unless ordered by a court) shall be made by the corporation only if authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Sections 12.01 and 12.02. Such determination may be made:

a. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding;
b. If such a quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by special legal counsel in a written opinion to the corporation; or
c. By the court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 9.05

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in a particular case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the corporation as authorized in this Article.

Section 9.06

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be
entitled and shall continue as to a person who has ceased to be a
director, officer, employee, or agent and shall inure to the benefit of
the heirs and personal representatives of any such person.