

BARNSTORMERS CLUB CONSTITUTION & BY-LAWS

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DBA: Tri-County Barnstormers - 2004

**Montgomery County Radio Control Club
Doing Business As
Tri-County Barnstormers
Constitution and By-Laws
Last Amended April 1, 2004**

Constitution: The fundamental principles or make-up of the Club
By-Laws: The standing rule of the group

I – Club Name

The Club is incorporated under the name: **Montgomery County Radio Control Club**
The Club will do business as: **Tri-County Barnstormers**

II – Objectives

1. To promote interest in Radio Control Model Airplanes.
2. To encourage assistance, cooperation and interchange of ideas and techniques of radio control model building and flying among members.
3. To encourage safety, proficiency and sportsmanship in flying radio control model airplanes.
4. To plan and conduct programs and activities to enhance member's proficiency and enjoyment of the sport, with equal attention to beginner and expert.
5. To plan and conduct other activities and events to increase family interest and participation in radio control modeling.

III – Membership

Membership is open to anyone with an interest in model aviation. Prospective members will complete a "Membership Application Form" and present the form along with all current fees and dues, along with proof of AMA membership, when required for the class of membership desired, to an officer (officer defined below) of the Club. The Membership Application will be presented to the Regular Membership by the presiding officer at the next meeting for approval/rejection by the Club Regular Members. The applicant must receive at least 80% approval of the Regular Members voting.

There shall be five (5) classes of membership:

Regular Membership: A “Regular Member” shall be defined as an individual who is 18 years of age or older, and has paid annual dues at the Regular Membership rate as established by the Club. A Regular Member shall have full voting rights concerning all activities and functions presented before the membership and may participate in all Club activities and functions. Every Regular Member must have a current and valid membership in the AMA.

Family Memberships: A “Family Member” is defined as the spouse, minor child, and adult student child of a “Regular Member”. Family Members are not required to pay annual dues. A spouse shall be defined as the legally married companion of a “Regular Member”. A minor child shall be defined as a “Regular Member’s” minor child who is less than 18 years of age. An adult student child shall be defined as the “Regular Member’s” adult child who is (are) 18 years of age and older, but less than 25 years of age, and is (are) a full time student in an accredited college, university or other accredited educational institution. “Family Members” may participate in all Club activities and functions. Any Family Member that flies, or otherwise engages in utilizing radio control equipment at the Club flying field must also have a current and valid membership in the AMA. Family Members shall NOT have voting rights at Club meetings. Any Family Member who is 18 years of age or older may pay his or her annual dues at the Regular Member rate and shall immediately be considered a Regular Member and have all the voting rights and privileges of a Regular Member without limitations.

Junior Membership: A “Junior Member” is defined as a minor child less than 18 years of age whose parent is not a member of the Club. A Junior Member shall pay annual dues at a rate established by the Club for such class of membership. All Junior Members must have a current and valid membership in the AMA. Junior Members shall have NO voting rights at Club meetings.

Student Membership: A “Student Member” is defined as an adult member 18 years of age and older, but less than 25 years of age, whose parent is not a member of the Club, and is enrolled as a full time student at an accredited college, university or other accredited educational institution. A Student Member shall pay annual dues at a rate established by the Club for such class of membership. All Student Members must have a current and valid membership in the AMA. Student Members shall have NO voting rights at Club Meetings.

Associate Membership: An “Associate Member” is a special class of membership granted by a majority vote of the Executive Committee. An Associate Member is defined as an adult member 18 years of age and older, and does not fly model aircraft or otherwise engage in utilizing radio control equipment at the Club flying field. An Associate Member is not required to pay annual dues, and is not required to be a member of the AMA. An Associate Member shall have NO voting rights at Club Meetings.

IV – Officers and Committees

1. The officers of the Club shall consist of a President, Vice-President, Secretary, Treasurer and Editor. All of the officers shall be elected. All of the officers shall be Regular Club members. An officer may hold more than one officer’s position on a temporary basis, until an additional officer can be appointed by the President.

At the September meeting, the President shall appoint a nominating committee consisting of three (3) Regular Members to recommend officers for the next year. The recommended nominees shall be selected from those members who are, or will be, classified as Regular Members prior to the election vote in November.

At the October meeting the nominating committee will make its report to the membership, which report shall be entered in the Club minutes for that meeting.

At the October Meeting the President shall also call for any additional nominations from the Regular Membership. These additional nominees shall be selected from those members who are, or will be, classified as Regular Members by the election vote in November, and shall be entered in the Club minutes for that meeting.

At the November meeting the President may call for any additional nominations from the Regular Membership, and any additional nominees shall be included on the ballot and all nominations shall be read to the members present and a vote called.

All elections shall be by written ballot supplied by the Club Secretary to all Regular Members present at the November meeting. Regular Members will mark their choices on the ballot, and each ballot shall include space for the Regular Member's printed name, signature and AMA number for identification purposes. The candidates receiving the largest number of votes shall be considered elected to fill such office. A written ballot shall not be required for any officer's position in which a nominee is running un-opposed. The election results shall be entered in the Club minutes for that meeting.

Any Regular Member not able to attend the November election meeting may cast an absentee ballot for the candidates of their choice by mailing a plain paper ballot indicating their choices for each position, and include his/her printed name, signature and AMA number, and sending their ballot to the Executive Committee at the Tri-County Barnstormers mailing address prior to the November election meeting, or by submitting his/her written ballot to a Club officer prior to the November election meeting. Should a Regular Member cast an absentee ballot, and another ballot at the meeting, then both ballots will be thrown out and neither shall be counted.

The elected officers shall be installed at the December meeting by asking them to promise to abide by the Club's Constitution and By-Laws which immediately qualifies them to serve until their successors are installed as herein directed.

2. **President:** It shall be the duty of the President to preside at all meetings and meet with the Executive Committee as his/her convenience permits, and act as a spokesperson in all matters pertaining to the Club. He/she shall appoint Regular Member(s) to fill the un-expired term(s) of officers who have to leave their office. He/she may sign written contracts and binding obligations which are approved and authorized by the Club, and perform such other duties as necessary.

3. **Vice-President:** The Vice-President shall, during the absence or disability of the President, act in the President's stead, and shall have all the powers granted to the President. In the event of resignation, retirement, or incapacity of the President, he/she shall become President for the un-expired term of office. He/she shall plan, direct and administer all field activities. The Vice President shall perform additional duties as directed by the Executive Committee

4. **Secretary:** The Secretary shall record and report the minutes of each meeting and maintain accurate records of all Club matters, maintain files of all Club correspondence, and keep records on all grievance proceedings. The Secretary shall perform additional duties as directed by the Executive Committee.

5. **Treasurer:** The Treasurer will keep accurate financial records, be responsible for all funds collected and keep funds in a bank. He/she will report the financial condition of the Club at each regular meeting. Funds may be disbursed by checks. The Treasurer shall disburse funds for authorized Club related activities and supplies. All Club expenditures, at the discretion of the Executive Committee, are subject to review and approval by a majority vote of the Executive Committee. There shall be an audit of the Treasurer's records by a two (2) "Regular Member" team that is selected and appointed by a majority vote of the Executive Committee. No existing officer shall be appointed to the audit team. The audit shall be completed during the month of November prior to the new officer installation at the December meeting. Results of the audit shall be read to the membership during the December meeting. The Treasurer shall perform additional duties as directed by the Executive Committee.

6. **Editor:** The Editor shall publish a monthly newsletter. The Club newsletter shall be issued each month following a regular Club meeting and shall be distributed to all dues paying members and Associate Members not later than five (5) days prior to the next scheduled monthly Club meeting. The Club newsletter shall be known as "THE PROP WASH – NEWSLETTER OF THE TRI-COUNTY BARNSTORMERS R/C CLUB". The editor shall perform additional duties as directed by the Executive Committee.

7. **Executive Committee:** The Executive Committee will consist of the President, Vice-President, Secretary, Treasurer and Editor and shall direct the affairs and business of the Club. All Club expenditures, at the discretion of the Executive Committee, are subject to review and approval by a majority vote of the Executive Committee. An officer of the Executive Committee may resign at any time. The President shall select and appoint a Regular Member to fill the vacant and un-expired term of office of any officer.

V – Club Initiation Fee and Dues

1. **Initiation Fee:** The Club initiation fee shall be \$150.00. All new Regular Members shall pay the initiation fee. All Family Members, Family Members who elect to become Regular Members, Junior Members, Student Members, and Associate Members, as defined herein, shall be exempt from paying an initiation fee. Once paid, no Initiation Fee or portion thereof, is refundable for any reason.

2. **Annual Dues:** The Annual Dues may be prorated to reflect the remaining months of the Club's current fiscal year. Once paid, no Annual Dues, or portion thereof, is refundable for any reason. The annual dues may be changed or amended for each class of membership by a 2/3 majority vote of a quorum present at any regular meeting of the Club, provided that:

A. A copy of the proposed change in the dues is mailed to each member at his/her last known address, not more than fifteen (15) days, nor less than five (5) days, prior to the meeting at which such change shall be offered for vote.

B. Any member not able to attend the meeting may cast an absentee ballot "For" or "Against" the change in dues by mailing a plain paper ballot indicating his/her vote, and

include their printed name, signature and AMA number to the Executive Committee to the Tri-County Barnstormer mailing address prior to the meeting, or by submitting his/her written ballot to a Club officer prior to the meeting. Should a member cast an absentee ballot and also vote at the meeting then both the written ballot and the vote at the meeting will be thrown out and neither shall be counted.

C. Any vote of the membership that is taken by written ballot will be open to review by any member at or before the end of the meeting. The counted ballots will be left on the table and anyone wishing to review the vote will be welcome to do so.

3. **Delinquent Dues or Assessments:** If any member has not paid the Club dues, or Special Assessments, within 60 days after the due date, and after sufficient notification of such, his/her name shall be automatically removed from the Club roll and his/her membership shall automatically be terminated.

4. **Resignation:** If a member in good standing resigns from the Club said member shall be immediately removed from the Club roll and his/her membership shall be terminated.

5. **Reinstatement:** Following membership termination, a member shall have 90 days in which to request reinstatement by submitting a completed Membership Application to the Executive Committee, along with all past dues and assessments, (another payment of an initiation fee shall not be required), and formally requesting "Reinstatement". However, such a reinstatement occurring within the first 90 days of termination shall not require a vote of the Regular Membership, but shall be granted by a majority vote of the Executive Committee, and if reinstatement is granted by the Executive Committee, the reinstated member shall be entered on the Club roll, and treated as a "New Member" as of that date. If a terminated member does not request reinstatement within the 90 day reinstatement period indicated above, he/she shall be required to re-submit a membership application, along with an initiation fee, and club dues payable for their class of membership, and shall be treated as a "New Member" in all respects, and his/her membership application will be presented to the Regular Membership by the presiding officer at the next meeting for approval/rejection by the Club's Regular Members. The applicant must receive at least 80% approval of the Regular Members voting

6. **Special Assessments:** A "Special Assessment" may be charged to the Regular Membership by a 2/3 majority vote of a quorum present at any regular meeting of the Club, provided that:

A. A copy of the proposed "Special Assessment" is mailed to each member at his/her last known address, not more than fifteen (15) days, nor less than five (5) days, prior to the meeting at which such change shall be offered for vote.

B. Any member not able to attend the meeting may cast an absentee ballot "For" or "Against" the "Special Assessment" by mailing a plain paper ballot indicating his/her vote, and include their printed name, signature and AMA number to the Executive Committee to the Tri-County Barnstormer mailing address prior to the meeting, or by submitting his/her written ballot to a Club officer prior to the meeting. Should a member cast an absentee ballot and also vote at the meeting then both the written ballot and the vote at the meeting will be thrown out and neither shall be counted.

C. Any vote of the membership that is taken by written ballot will be open to review by any member at or before the end of the meeting. The counted ballots will be left on the table and anyone wishing to review the vote will be welcome to do so.

VI – Meetings

1. Regular meetings of the Club shall be conducted during the first seven (7) days of each month, at such time and location as the Executive Committee may from time to time designate. A regular monthly meeting may be cancelled by a majority vote of the Executive Committee, provided that sufficient notice of such cancellation shall be mailed to the membership by mailing to the member's last known address not more than fifteen (15) days, nor less than five (5) days, prior to the cancelled meeting, and such notice shall state the regular meeting date, and the reason for cancellation.

2. The President may call special meetings with the approval of the Executive Committee and notice of such meeting shall be mailed to the membership by mailing to the members last known address not more than fifteen (15) days, nor less than five (5) days, prior to such meeting, and such notice shall state the date, time and purpose of such meeting and where it shall be held.

3. A quorum shall be necessary at any Club meeting to transact business. A quorum shall consist of 20% of the Regular Membership of the Club. Voting upon the acceptance or rejection of names proposed for membership shall be an exception to the Quorum rule. Any Regular Member unable to attend any meeting at which names shall be presented for membership may cast his/her vote "For" or "Against" acceptance of such membership in the Club by mailing his/her ballot to the Executive Committee, or hand delivering his/her ballot to a Club officer prior to the Club meeting at which such vote is taken. The applicant must receive at least 80% of the votes of the Regular Members voting for acceptance into the Club. Should a Regular Member cast an absentee ballot and another ballot at the meeting then both ballots will be thrown out and neither shall be counted.

VII – General Rules of Conduct

1. The Club, in intent and principle thereto, adopts the AMA Safety Code(s) and all amendments.

2. The Club shall adopt rules of conduct for the flying field by a majority vote of the Regular Members present during a meeting when a quorum is present, which rules may, from time to time, be altered or amended as necessary or desirable. No Club flying field rule shall be adopted that conflict with AMA Safety Code(s) and all amendments.

3. It shall be the responsibility of every member to abide by and to enforce such rules when at the flying field, and all members shall be responsible for the observance of all rules by their guests and visitors.

4. Robert's Rules of Order shall be the official responsibility of all members to observe and enforce such rules while at meetings or other Club functions.

5. Every member is expected to treat his/her fellow members in an honest and forthright manner. When the conduct of any member becomes detrimental to the character and welfare of the Club, or if any member conducts himself/herself in any way contrary to, or in violation of the Constitution, By-Laws, and/or Rules of the Club, or commits any safety violations, the Club shall follow the grievance procedure as set forth in Article XIV herein.

6. A member who fails to discharge his/her financial obligations to the Club and/or the AMA with reasonable promptness, and after due notice, shall be Prima Fascia guilty of misconduct and cause for termination per the terms specified in Article V, Paragraph 3, contained herein.

7. Each member will from time to time have an obligation to perform general field maintenance. This obligation will be performed willingly and in a timely manner.

8. Each member shall exercise fiscal responsibility and accountability when dealing with Club monies or properties.

VIII – Noise Policy

The membership has adopted a policy of 98 decibels at 3 (three) meters as the maximum permissible noise level of any model flying at the Barnstormers field. Any member not abiding by this noise policy is subject to the grievance procedures as outlined in Article XIV herein.

IX – Club Programs

1. The Club encourages events and demonstrations that promote the policies set forth in Article II – “Objectives” contained herein.

2. It is contemplated that the Club objectives and purposes can be attained only with the help and cooperation of the entire membership of the Club. To this end, the Club shall from time to time, call upon individual members for assistance in carrying out the Club programs. Members shall be expected to reasonably support the Club programs, when called upon, by contributing a reasonable amount of their time and effort.

If a member shall refuse to assist the Club when called upon at reasonable times, without adequate reason (i.e. illness, job conflict, vacation, etc.) the Executive Committee may act against such member(s) under the Grievance Procedures outlined in Article XIV contained herein.

X – Guests and Visitors

Members in good standing may bring guests to the flying field, subject to the following conditions:

1. Guests will be advised of and must comply with all flying field rules.

2. If a guest flies, the guest must show proof upon request he/she is a current AMA member, unless the guest is under the direct supervision of a Club designated, AMA recognized

Introductory Pilot. The Introductory Pilot must show proof, if asked, that he/she is an AMA recognized Introductory Pilot, and must follow all AMA rules when supervising the guest.

3. A guest may utilize the Club flying field and facilities on not more than three (3) separate visits without making application for Club membership, after which time the guest must apply for Club membership or cease utilizing the Club field and facilities.

XI – Club Dissolution And Distribution of Club Assets

1. **Club Dissolution:** The Club (the Corporation) may be dissolved with the approval of a 2/3 majority vote of the total membership. Such vote shall be by a written “Dissolution Ballot” supplied by the Club Secretary and mailed to all Regular Members at their last known address. Regular Members will mark their ballot either “For” or “Against” the proposed “Dissolution of the Club (the Corporation)”, and each ballot shall include space for the Regular Member’s printed name, signature, and AMA number for identification purposes. Regular Members shall return their ballot to the Club (the Corporation) not later than the “Ballot Due Date” indicated on the ballot. The “Ballot Due Date” shall be established by the Executive Committee and be not less than 30 days from the original ballot mailing date.

A Regular Member’s failure to respond to the “Dissolution Ballot” shall not be construed as a vote “For” or “Against” the proposed “Dissolution of the Club (the Corporation)”. But instead, a Regular Member’s failure to respond to the “Dissolution Ballot” shall result in that Member’s name being eliminated from the total membership count that is used when performing the 2/3 majority calculations required for passage. The Executive Committee shall count all received ballots and perform the calculations necessary to determine the voting results. The voting results shall be reported to the membership at the next regular Club meeting and in the Prop Wash Newsletter that is sent to all Club members. If it is determined that the “Dissolution of the Club (the Corporation)” proposal has passed by the required 2/3 majority vote, the “Ballot Due Date” shall be known as: “The Official Announcement Date of the Club’s Dissolution”, and shall be recorded as such in the official Club records.

Any current Regular Member in good standing on “The Official Announcement Date of the Club’s Dissolution” shall have an interest in the distributed net proceeds from the liquidated assets of the Club (the Corporation). Any other class of membership, or a prior Regular Member who is currently not a Regular Member, or the estate of a deceased Regular Member whose death occurred prior to the “Official Announcement Date of the Club’s Dissolution”, or any member requesting reinstatement as a Regular Member under Article V Paragraph 5, for the purpose of receiving a portion of the Club’s liquidated assets, shall not be entitled to any portion or share of the distributed net liquidated assets of the Club.

Special Circumstances: The act of selling or liquidating any or all Club assets shall not be construed as the “Dissolution of the Club (the Corporation), with such proceeds being distributed to the current membership. From time to time, in the normal operation of the Club, it may become necessary to sell some Club assets. Also, it may become necessary for the Club to relocate from its existing location and re-establish its facilities at a new location, thus requiring the sale or liquidation of all the Club’s existing assets. The proceeds from a partial or total liquidation of Club assets shall not constitute a “Dissolution of the Club (the Corporation) and the

proceeds from such a liquidation shall remain in the Club Treasury until such time the funds can be redeployed at a future date.

2. **Distribution of Club Assets:** Following the “Official Announcement Date of the Club’s Dissolution”, the Executive Committee shall begin the dissolution process. The Executive Committee shall make provisions to pay all of the liabilities of the Club (the Corporation), and begin liquidating all Club assets including, but not limited to, the Club flying site, all Club owned equipment, and all Club improvements. Once the liquidation process is completed, and all Club (Corporation) liabilities are paid, the Executive Committee shall distribute the net proceeds in the following manner:

The number of uninterrupted consecutive months each Regular Member of the Club has been a member of the Club, prior to the “Official Announcement Date of the Club’s Dissolution”, will be called “IndividualMonths”. The IndividualMonths of the current Regular Membership will be totaled, and this number will be called “MemberMonths”. The Net Proceeds from the liquidated assets of the Club (the Corporation) will be divided by the total “MemberMonths”. The resultant number will be called the “MonthValue”, and is the amount each month of Regular Membership is worth. Each current Regular Member will receive a portion of the distributed net assets of the Club determined by multiplying the “MonthValue” by his/her months of uninterrupted consecutive membership, also known as “IndividualMonths”. Stated mathematically as follows:

“IndividualMonths” = Number of consecutive months you have been a member.

“MemberMonths” = Sum of all “IndividualMonths” of all current Regular Members.

“MonthValue” = Net Proceeds of the Club’s liquidated assets divided by the “MemberMonths”.

The Regular Member’s Share of the Net Assets = “MonthValue” x “IndividualMonths”.

For the purpose of the above calculations, no Club membership date prior to January 1st, 1989 shall be considered or used in calculating the total number of “IndividualMonths” of any current Regular Member.

A Regular Member’s right to a share of the liquidated Club assets is not transferable, and cannot be assigned, or pledged in anyway, and shall not be considered a personal asset of the Regular Member.

Club Records shall determine the length of time a Regular Member has been a Regular Member of the Club. If any Regular Member disputes the accuracy of the Club’s records, the member may present written proof of length of membership to the Executive Committee for review. Such written proof shall be in the form of signed Club documents, cancelled checks, and other forms of verifiable information. The Executive Committee shall review the submitted written proof and make a final determination. The determination of the Executive Committee shall be final. Any member that refuses to accept the final determination of the Executive Committee and takes legal action against the Club, the Executive Committee, or any member(s) of the Club in an effort to over-turn the final decision of the Executive Committee, shall immediately forfeit any and all rights to any share or portion of the net proceeds of the liquidated assets of the Club (the Corporation).

XII – Changes In the Constitution and By-Laws

This Constitution and By-Laws may be altered or amended by 2/3 vote of a quorum present at any regular meeting of the Club, provided that:

1. The proposed change was read, or otherwise provided, to the Club's Regular Members (not less than a quorum) at the last meeting.
2. A copy of the proposed change is distributed to each Regular Member at his/her last known address, not more than fifteen (15) days nor less than five (5) days, prior to the meeting at which such change shall be offered for vote.
3. Any Regular Member not able to attend the meeting may cast an absentee ballot vote for or against the changes in the Constitution and By-Laws by mailing a plain paper ballot indicating his/her vote, and providing their printed name, signature and AMA number to the Executive Committee at the Tri-County Barnstormer mailing address prior to the meeting, or by submitting his/her written ballot to a Club officer prior to the meeting. Should a member cast an absentee ballot and also vote at the meeting then both the written ballot and the vote at the meeting will be thrown out and neither shall be counted.
4. Any vote of the Regular Membership that is taken by written ballot will be open to review by any member at or before the end of the meeting. The counted ballots will be left on the table and anyone wishing to review the vote will be welcome to do so.

XIII – Club Activities and Assessments

Any newly proposed Club project or activity that will result in an expenditure, or assessment of \$300.00 or more shall be approved by a two third (2/3) vote of a quorum present at any regular meeting, provided that:

1. The proposed activity or assessment was presented at the last meeting.
2. The activity or assessment is published in the monthly newsletter preceding the meeting that the vote will be taken.
3. Any Regular Member not able to attend the meeting may cast an absentee ballot vote for or against the changes in the Constitution and By-Laws by mailing a plain paper ballot indicating his/her vote, and providing their printed name, signature and AMA number to the Executive Committee at the Tri-County Barnstormer mailing address prior to the meeting, or by submitting his/her written ballot to a Club officer prior to the meeting. Should a member cast an absentee ballot and also vote at the meeting then both the written ballot and the vote at the meeting will be thrown out and neither shall be counted.

There shall be one exception to the above \$300.00 expenditure approval requirement. That exception shall be if an emergency repair is required of any Club asset, including but not limited to: The repair of field maintenance equipment, the repair of damaged structures, or trees, or any other necessary expenditure that is/are necessary to facilitate immediate repairs or protect the Club's asset(s) from incurring additional damage as a result of exposure to the elements, or other damaging influences, or to remedy a serious safety hazard. It is understood that such circumstances require immediate attention. Therefore, in such cases, a majority vote of the Executive Committee shall be all that is required for any qualifying expenditure that is over \$300.00.

XIV – Grievance Procedure

1. **Purpose:** The grievance procedure provides a mechanism to enforce existing safety rules and this Constitution’s general rules of conduct, by providing a progressive disciplinary system when needed. Although most complaints can be resolved informally, if a complaint is serious or cannot be resolved informally, the matter should be referred to the Grievance Committee for its consideration by means of a Grievance Form to be filled out by the complainant and turned into the Grievance Committee Chairman. At least one witness is required to sign the Grievance Form.

2. **Grievance Committee:** Each year the Executive Committee shall appoint three (3) Regular Members to serve on the Grievance Committee. A member of the Grievance Committee may resign at any time, and the Executive Committee shall appoint a replacement member. In addition, the Executive Committee shall have the right to replace any member of the Grievance Committee at any time and for any reason, by a majority vote of the Executive Committee. The Grievance Committee shall use its judgment in the performance of its investigation, and submit its investigative results and recommendations for actions, if any, to be taken against the accused to the Executive Committee. No member, officer, or committeemen, is/are exempt from the Grievance Procedure. The Grievance Committee and the Executive Committee shall consider the following guidelines when evaluating any grievance.

A. GRIEVANCE FORM: A Grievance Form (Copy Attached) will be filled out and turned into the Grievance Committee Chairman. The Grievance Form shall require at least one witness.

B. FIRST VIOLATION: The viewpoints of both, complainants and accused will be considered and a determination will be made if a violation has occurred. If a violation has occurred the Complainants name will be disclosed to the accused. The Club President will issue a verbal reprimand to the accused, and a record of the verbal reprimand will be maintained in the Club’s permanent files. If the Club President is the accused, then the Vice President shall issue a verbal reprimand.

C. SECOND VIOLATION: The viewpoints of both, Complainants and accused will be considered and a determination will be made if a violation has occurred. If a violation has occurred the Complainants name will be disclosed to the accused. On the Second Violation, the Club President will issue a written statement of complaint to the accused. If the Club President is the accused, then the Vice President shall issue the written statement of complaint. The accused has the right to a written rebuttal, to be reviewed by the Grievance Committee and the Executive Committee. By a majority vote of the Grievance Committee and the Executive Committee, the accused member’s flying privileges may be suspended for up to thirty (30) days. Written notice of this shall be issued, and a notice published in the Club Newsletter.

D. THIRD VIOLATION: The viewpoints of both, Complainants and accused will be considered and a determination will be made if a violation has occurred. If a violation has occurred the Complainants name will be disclosed to the accused. On the Third Violation, the Club President will issue a written statement of complaint to the accused.

If the Club President is the accused, then the Vice President shall issue the written statement of complaint. The accused has the right to a written rebuttal, to be reviewed by the Grievance Committee and the Executive Committee. By a majority vote of the Grievance Committee and the Executive Committee, the accused will be notified in writing, and the Club members will be notified via the Club Newsletter, that the Club's Regular Members will vote on the expulsion of the accused at the next meeting. Such expulsion shall require a two-thirds (2/3) majority vote of the Regular Membership present at the meeting. (A meeting quorum is required.) Voting will be by secret ballot at a regular monthly meeting. Said expulsion will last for one-year. The expelled member shall not be entitled to any refund of prior fees paid. The expelled member may reapply for membership after the expiration of the expulsion time period per the Reinstatement Procedures outlined in Article V, Paragraph 5.

3. **Two-Year Requirement:** The three violations and subsequent progressive penalties will not be enforced unless they are accumulated within a two-year period of time.

4. **Member Retaliation:** Any member receiving a Grievance, who directs any retaliation action against the person filing said Grievance, any Club officer, or member of the Grievance Committee, 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 Grievance Committee and the Executive Committee.

Tri-County Barnstormers Club Grievance Form

Date: _____

Time: _____

Nature of Violation:

Signature: _____

Witness: _____

Additional Witnesses (Not Required):

1) _____ :

2) _____ :

3) _____ :

(AMA Approved Club Grievance Form)

ADENDUM

Barnstormers Fee Schedule

Initiation Fee: **\$150.00** (A One Time Fee Payable by Regular Members Only Upon Joining the Club)

ANNUAL DUES:

Regular Member: **\$100.00** (Paid Annually Each Year / Prorated @ \$9.00 per Month for New Members.)

Family Member: **None** (All Family Members are Not Required to Pay Annual Dues.)

Junior Member: **\$ 35.00** (Paid Annually Each Year / Prorated @ \$3.00 per Month for New Members.)

Student Member: **\$ 35.00** (Paid Annually Each Year / Prorated @ \$3.00 per Month for New Members.)

Associate Member: **None** (Associate Members are Not Required to Pay Annual Dues.)

SPECIAL ASSESSMENTS: (Only Regular Members Shall be Liable For Special Assessments Voted by the Membership.)

FLYING PRIVLEDGES: (Anyone Operating Radio Control Equipment at The Club Field MUST Have a Valid AMA Card, Or Other Proof of AMA Membership, on His/Her Person at All Times.)