

THE FIELD OF DREAMS DISABLED HUNT PROGRAM

BY-LAWS

ADOPTED May 19, 2013

RICE LAKE, WI

Revised: 05/04/2015

Section A – Tenets and Principles

Article 1) Club Name and Duration

Name:

The official name of this program shall be Field Of Dreams Disabled Hunt Program. (FODDHP)

Duration:

It is the desire and intention of its attesting officers to this document that this program shall operate as a non-profit 501C3 organization, shall prevail for an indefinite period and conduct its business in conformance with its stated purpose and mission for an unspecified period of time and that it may be terminated, dissolved or liquidated only in accordance with its written by-laws and/or any and all subsequently approved amendments thereto.

Article 2) Purpose and Intent

Purpose and Intent:

The purpose of the all-volunteer, nonprofit organization is to secure financial support from the general public in charitable activities to provide hunting, fishing and other outdoor activities for persons with special needs in an environment conducive to dignity and independence.

Article 3) Club Mission and Objectives

Mission Statement:

The Field of Dreams Disabled Hunt Program was designed to provide disabled sports persons with the chance to pursue their outdoor dreams.

Article 4) Organization, Distribution of Assets, Indemnification, and Insurance.

Organization:

The Field of Dreams Disabled Hunt Program was established October 2006 under Rice Lake Rod and Gun Club until May 19 2013. When we formed the independent organization and applied for out 501C3 status in June 2013.

Distribution of Assets:

Upon the dissolution of the organization all remaining assets must be used exclusively for exempt purposes, such as other charitable, religious, educational and/or scientific purposes.

Indemnification:

Its elected officers and their appointed volunteers and participants shall be jointly and severally indemnified and held harmless from all suits and liabilities that may be brought against the Field of Dreams Disabled Hunt Program. For acts of wrong doing, gross negligence, whether deliberate or incidental to its law-full operations that may directly or indirectly result in any injury or death as may occur to any person or persons as a result of operations and/or activities legally sanctioned by the Field of Dreams Disabled Hunt Program that may emanate from or be sustained on or about personal property held by and administered of The Field of Dreams Disabled Hunt Program. Provided that said individual or individuals as may be charged or implicated was or were acting for or in good faith to and of said program.

Insurance:

The Field of Dreams Disabled Hunt Program shall maintain a bona fide insurance policy providing minimum coverage equal to the type and insured values as may be suggested by the insurance industry. The board of directors shall seek bids for new or alternative insurance coverage when deemed appropriate. However, it shall be required to review and seek new bids for cost effective coverage at maximum 5 years to insure the best competitive rate and coverage.

Article 5) Alignments and Affiliations

Alignments:

- a) The Field of Dreams Disabled Hunt Program shall operate as a non-partisan and non-politically affiliated organization and shall refrain from active participation in local, regional, state or national political process.
- b) The Field of Dreams Disabled Hunt Program shall refrain from making financial or material donations to political or religious organizations but may at the discretion of the board, provide limited financial donations to those social or other outdoor organizations as may be deemed appropriate and proper.

Affiliations:

None

Section B – Organizational Body and Supporting Offices

Article 6) Organizational Body

- a) The management body of the Field of Dreams Disabled Hunt Program shall be comprised of 9 non-compensated program volunteers and or participants shall be known as the Board of Directors (Board)
- b) Board members shall be elected by majority vote at the annual meeting held.
- c) The 9 member board shall be made up of the following functional positions:

- 1) The President presides at all program meetings and official activities. The President shall serve as the presiding officer at all board meetings. This is to be a voting position.
- 2) The Vice President shall act as assistant to the President and fulfill the Presidents duties when he/she is unable to complete their required duties, chairs as nomination committee. This is to be a voting position.
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- 3) The Secretary provides and maintains written record of pertinent meetings and administrative actions. This is to be a voting position.
- 4) The Treasurer will conduct the financial operations and maintain the financial records of the program. Files appropriate state, federal and local forms. This may or may not be a voting position.
- 5) There shall be 5-6 additional program volunteers of participants serving as directors in non-titled voting positions as members of the board.

Article 7) Announcement of open Board of Directors Positions & Nominations to the Board of Directors

- a) The official communication process to announce the annual meeting and board positions up for election shall be the e-mail list maintained by The Field of Dreams, The Field of Dreams Facebook page, and the Field of Dreams website.
- b) Any person(s) interested in filling a vacant board position must submit their nomination to an existing board member via e-mail. Those wishing to be concerned to fill a vacant board position shall be meet the requirements of a "Voting Member" (see Article 7.b.1)
 1. Voting Member – A person 18 years of age or older that has been involved with The Field of Dreams Hunt Program in any of the following capacities in the last 12 months:
 - Participant
 - Financial Sponsor, Bronze status or higher (*see special note below)
 - Existing Board Member
 - Banquet Attendee
 - Volunteer
 - Guide
 - Land Owner with land currently registered with the Field of Dreams Hunt Program.

*Special Note: Any entity or household that is a financial contributor achieving Bronze status or higher will be limited to casting a single vote.

Article 8) Elections, Tenures, and appointments

Elections-

- a) See Article 6B. The board will serve as a nominations committee and report to the annual meetings.
- b) At each annual election meeting 3 boards of director positions will terminate and shall be opened for election or re-election. The remaining board of directors shall continue their duties for the remainder of their terms.

- c) The names of the incumbent officers in expiring term positions and the candidates for those officers will be published along with the annual program notice which shall be published 28 days before the meeting.
- d) Votes shall be cast in-person by the voting members present at the annual program meeting. Paper ballots will be provided by the secretary and all votes shall be collected and/or counted by a 3 (minimum of 2) member volunteer committee drawn from the attending member body.
- e) Immediately upon determination of the ballot count for the filling of each vacancy, the successful newly elected board member shall assume the role and duties of that position as determined by the by-laws.
- f) Tie votes shall be settled at the meeting either by common agreement or a second vote will be held immediately for only those candidates.
- g) The election results will be published in a program wide notification.

Tenures and Appointments-

- a) All board of director positions are for 3 year terms and shall be filled commencing the first day after the election at the annual meeting of each election term year and shall run through the election of their 3 year term. Following. At the first official meeting of the newly elected board, the board members shall discuss and determine by common agreement the 4 directors to fill each of the mandatory administrative positions in the coming year, President, Vice President, Secretary and Treasure.
- b) Each board member shall attend all board meetings during the term unless excused for cause by the President. Failure to meet this requirement will result in an unexcused absence which may be just cause for removal from the Board. As determined by the board.
- c) In the eventuality a board member should wish to resign or cannot for any reason continue to fulfill the position's duties and responsibilities for a successive period greater than 90 days the position will be backfilled as follows:

If the remaining term period is for "less" than 3 months, the position shall be left vacant until the next election

If the remaining term period is for "more" than 3 months, the position shall be backfilled as follows:

- (1) The position will be offered to the last unsuccessful candidate(s) from the previous election.
- (2) The position vacancy will be announced in a program wide notification and it shall be open to any program volunteer/participant.
- (3) The remaining board members will interview all perspective volunteer(s)/participant(s) and may select a qualified volunteer(s)/participant(s) as it deems appropriate.
- (4) Should there be no volunteer(s)/participant(s) qualified selected, the board shall be given the option of selecting or appointing the program at large said appointed shall be made as soon as practical. Said appointment shall be published in a program wide notification.

Section C – Management Operations and Policies

Article 9) General Operational Procedures

Use and Intention-

- a) The overall program activities shall be the direct responsibility of the board.
- b) Operations shall be divided into 5 (five) major areas of concern
 - 1) Administrative and logistical activities.
 - 2) Financial and Legal matters.
 - 3) Disciplinary- Admonishment, Suspension or Termination of program.
 - 4) Equipment/Property Maintenance.
 - 5) Participant Eligibility.
- c) The basic minimum and broad description for procedures and policies shall be defined in this by-law as follows:

Operational Procedures-

The Board shall:

- 1) Administrative and Logistical –
 - a) Conduct a board meeting at minimum of 6 a year to discuss and determine old and new program business.
 - b) Monitor and review the ongoing conduct and performance of all elected or appointed officers, volunteers and participants.
 - c) Review, and adopt appropriate action on all Field of Dreams Disabled Hunt Program activities or plans brought before the board.
 - d) Plan and implement effective long range goals or revisions as may be deemed practical by the active volunteer/participant board.
 - e) Publish and place into record policies, practices and/or rules that are not adopted into this official By-law. The By-Laws shall be reviewed and updated (as deemed appropriate and approved by majority vote of the Board of Directors) at least annually and followed as written rule until its final revision is validated and placed into effect. By-laws shall be published in the **Official Field of Dreams Disabled Hunt Program By-Law**.
- 2) Financial and Legal –
 - a) Provide ongoing oversight, review and approval of all financial actions, process and procedures.
 - b) Order the preparation of an annual Financial Audit Report by the program trustees of all program financial transactions and records. Said report shall be submitted to the board no later than 1 week before the annual meeting of each year.
 - c) Prepare a financial statement after each approved audit for publication in the program notifications
 - d) Acquire appropriate legal counsel and services as may be deemed necessary and appropriate for the programs protection and benefit.
 - e) Annual accounting period and audit.
 - May 31st of each year will conclude the accounting period with an independent audit to be conducted within 6 months of the following year.
 - f) Gaming
 - No games of chance will be conducted by the organization without appropriate state compliance including a raffle license.
 - g) Compensation

- No person will be compensated because of the office they hold or involvement with in this organization.
- h) Refunding of Approved Expenses
- Any and all persons participating in approved mentor positions will be refunded expenses as detailed in Article 9 of the By-laws.
- i) Payments for goods and services
- Any goods or services purchased to further the Field of Dreams Disabled Hunt Program must be approved by the Board. Upon approval of receipt to the board a payment will be made within 10 business days.
- 3) Disciplinary, Admonishment or Reprimand, Termination and Conflict of Interest.
- a) Any board member, volunteer/participant who directly or indirectly witness or hear a program volunteer/participant commit an act(s) or speak or use language inappropriate to the place or in the presence of other person(s) while involved in a Field of Dreams Disabled Hunt Program activity or in conjunction with the Field of Dreams Disabled Hunt Program at any given time may issue a verbal reprimand to said person or persons. Any reprimand in this fashion shall be filed in a written report to the President and must be considered by the board at its next meeting. At the time of the incident the volunteer/participant shall be advised that it is an official verbal reprimand and will be recorded as such in the records unless appealed and overturned by a majority vote by the board.
- b) The board shall hear charges or allegations of all types of inappropriate conduct or actions of program volunteer/participant that has been committed while involved with the Field of Dreams Disabled Hunt Program with program activities or operations.
(Note: where the member is present at time of first hearing of charges or allegations, the board may dispense with the following investigative procedural process and prosecute the incident following the general guidelines below.
- c) Upon determination of gravity of any charge or allegation of misconduct or illegal act by the program volunteer/participant or others if so warranted, the board may appoint a fact finding team of not less than two (2) of its members to conduct a preliminary investigation of the incident and direct that it report back with a written findings of fact if no less than ten (10) working days.
- d) Upon review and discussion of the findings of fact, the board will take a vote requiring a majority of the board members present as to quitting or moving ahead with further disciplinary actions.
- e) Should the board determine to move ahead with disciplinary proceedings, it must have determined the full nature of the charge and its level of appropriate disciplinary action. The following procedure shall be followed where determined by the board to be appropriate:

Board Disciplinary Condition

- 1) Hostile or antisocial conduct or language inappropriate to time or place

Board Disciplinary Procedure

1st Incident: Verbal Reprimand – Shall be given by the Board.

2nd Incident of the same nature: Written Reprimand – Shall be given by the board. A written record of the incident shall be placed in the program official record – **absent the accused, a registered letter defining the charge a decision as made by the board will be sent by Registered Mail.**

3^d Incident of the same nature: Immediate Termination of Involvement – shall be given by the board. A written record of the incident shall be place in the programs official record – **absent the accused, a registered letter defining the charge and the decision as made by the board will be sent by Registered Mail.**

- 2) Willful negligence or damage to program property. Reckless handling or discharge of weapon(s), misuse or misappropriation of program property or equipment.

Any Incident: shall be reviewed by the board and determined on a case by case consideration. The board may then choose to effect –

Immediate termination of the accused Individual. The incident shall be made part of official program records. **Absent the accused, a registered letter defining the charge and the decision as made by the board will be sent by Registered Mail.**

- 3) Physical Assault and Battery, Theft of Program Monies, Properties of Assets. (Criminal charges may be filed/charged at the time of the incident)

Any Incident: shall be reviewed by the board and will be determined on a case by case basis. The board shall affect – **The Immediate Termination of the Accused Individual.** The board shall at this time advise the offending individual of the Program the right and/or intention to file civil suite for pecuniary damages. The incident shall be made part of the official program record. – **Absent the accused, a registered letter defining the charge and the decision as made by the board will be sent by Registered Mail.**

- 4) Maintenance and Labor Force Management
 - a) Provide all necessary assets and material to sustain on-going and planned maintenance or improvements and upkeep at a sufficient level to sustain all related equipment at an acceptable level consistent with the programs financial status.
 - b) Monitor and review programs maintenance records and inventory to ensure efficient and effective use of maintenance and repair methods and material.
 - c) Rely on program volunteer/participant Labor Pool for maximum usage on tasks where Licensed or Skilled Labor is not required by law or ordinance.
- 5) Field of Dreams Disabled Hunt Program Participant Eligibility
 - a) Class A or C permit to Hunt

President:

Jeff Van Gilder

Vice President:

Ric Boelkes

Secretary:

Lori Schmelzer

Treasurer:

Brad Generoux

Board Members:

Gene Moe

Mike Van Gilder

Cory Hutton

Chris Olson