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# UCWDC® BYLAWS

Version 17.0



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## 1. COUNCIL OFFICE

1. The registered office of the United Country Western Dance Council® hereafter referred to as the Council shall be 159 N 25th Street, Camp Hill, PA 17011, telephone 717-731-0500. The mailing address of the Council shall be a business address determined by the current Secretary of the Council. Said mailing address shall be in place and published to the Members within ten (10) days of election to office.
2. The Council is not organized for profit and no profits from its operations shall inure to the benefit of its members. If it is determined by the Board of Directors to dissolve the Council, the Executive Committee shall be empowered after all debts and obligations are satisfied and unearned dues are returned to the membership to disburse such assets of the Council which remain to any organization or organizations which the Executive Committee determines will fulfill the objectives of further development of Country Western Dancing as an art form.

## 2. COUNCIL MISSION

1. The mission of the UCWDC is to preserve and promote Country Western Dancing and Line Dancing as fun and healthful pursuits, social activities, art forms, and worldwide sports.

## 3. COUNCIL VISION

1. Our Vision: We want to make every person in the World, a Dancer!

## 4. MEMBERSHIP

1. **Membership** shall consist of any individual(s) who has or shares the direct responsibility to direct and control a Fully Sanctioned, Provisionally Sanctioned, Fully Licensed Affiliate, or Provisionally Licensed Affiliate Country Western Dance Event or Events that are approved by the Sanctioned Members. Such individual(s) shall be known as a UCWDC Event Director. There will be two types of members, voting and non-voting. Each Fully Sanctioned Member, including a fully sanctioned member consisting of more than one individual, shall hold voting membership and cast one (1) vote in accordance with Section 6.1, however no Sanctioned Member shall have more than one (1) vote. Provisionally Sanctioned Members, Fully Licensed Affiliate Members and Provisionally Licensed Affiliate Members will have and cast no vote. In addition, the President of the National Teachers Association (aka: N.T.A.) shall be a Voting Member. Dues shall be assessed per event.
  - 1.1 All Sanctioned Member Events acting on behalf of the UCWDC are expected to comply with all applicable laws at all times. The UCWDC reserves the right to exclude any person from any event for acting in violation of applicable law, or in disaccord with the UCWDC's Mission, Bylaws, Policies and Procedures and Codes of Conduct, as determined in the UCWDC's sole discretion.
2. **Director's Emeritus** - An honorary title bestowed upon UCWDC fully Sanctioned members in good standing with the Council who were:



2.1 among the original founding members of the UCWDC, and/or have maintained continuous membership as a council member for a minimum of eight (8) years as a fully sanctioned event member, or who have retired from event production or have sold their interest in all sanctioned events. Director's Emeritus, with a four-fifths (4/5) vote of council members present, in person or by proxy, at a regular council meeting, shall be invited to attend and participate in all council meetings. Because Directors Emeritus is an honorary title, they shall have no voting privilege, receive no travel reimbursements, nor be required to pay membership dues. Director's Emeritus shall receive a lifetime membership. The Council may however, upon extraordinary circumstances revoke such memberships with a four-fifths (4/5) vote of council members present, in person or by proxy, at a regular council meeting.

3. **Associate Members** – All who register with the UCWDC shall be known as Associate Members. Associate Members must be a member in good standing with a current Associate Membership number. Annual Associate Membership dues shall be payable in advance, published and shall be fixed and reviewed from time to time by the Board of Directors as outlined in the Policies and Procedures Manual.

## 5. **SANCTIONED MEMBERS MEETING**

1. All meetings of the Sanctioned Members shall be held at such time and place as determined by a vote of a majority of the Sanctioned Members entitled to vote. There shall be a minimum of one official general Sanctioned Membership meeting held each fiscal year. The Sanctioned Members entitled to vote will, at their own discretion and as they deem necessary at that official meeting:
  - 1.1 Revise, amend and/or modify the United Country Western Dance Council Rules and Scoring Formats to regulate Country Western dancing for the following calendar year.
  - 1.2 Sanction or License proven Country Western Dance Event Directors and their events and grant United Country Western Dance Council Membership to the Event Directors;
  - 1.3 Provisionally Sanction or Provisionally License promising Country Western Dance Event Directors and their events;
  - 1.4 Review, amend or suspend, revoke or apply conditions to the Sanctioned or Licensed status of existing Country Western Dance Events;
  - 1.5 Select the Event Director, Host City, Host Venue and date of the Country Dance World Championship® Event for forthcoming years.
  - 1.6 Elect Officers and a Board of Directors, receive official reports of the officers, select the time and place for the next Sanctioned Members meeting, and transact other business as may properly be brought before the meeting.
2. Special meetings of the Sanctioned Members may be called at any time by the written request of either the President, the Executive Committee, the Board of Directors or by petition signed by Two Thirds (2/3) of the Sanctioned Members. Said petition shall be addressed to the Secretary and shall state the general purpose or purposes of the proposed meeting. Upon receipt of any such request or petition, it shall be the duty of the Secretary to call a special meeting of the Sanctioned Members to be held at a time not less than thirty (30), nor more than sixty (60) days thereafter, as the Secretary may fix. If the Secretary shall neglect or refuse to issue such call within five (5) business days from the receipt of the request or petition, the person or persons making the request or petition may issue the call.



3. Written notice of all meetings, other than adjourned meetings of Sanctioned Members, previously called upon due notice, stating the place, date and hour, and, in the case of special meetings of Sanctioned Members, the purpose thereof, shall be served upon, or mailed by certified mail, postage prepaid or telegraphed, charges prepaid, at least twenty five (25) days before such meeting, unless a greater period of notice is required by statute or by these Bylaws, to each Sanctioned Member to such address as appears on the transfer books of the Council.
4. Procedures for the conduct of meetings of the Sanctioned Members or those of the Board of Directors or any committee shall be determined by the chairman of the meeting as may be necessary for the timely, fair, and reasonable conduct of the meeting's business. Such procedures need not be governed by Roberts or other formal rules of order unless so voted by the majority of Sanctioned Members entitled to vote. Any appeal of the chairman's ruling on any matter may be made upon a motion of appeal, duly seconded, addressed to the meeting.
5. The Secretary or other persons designated by the chairman of the meeting may make such recordings of the meeting, written, electronic, tape or otherwise, as he deems advisable to assist him in the preparation of minutes.

## **6. QUORUM OF SANCTIONED MEMBERS**

1. Two Thirds (2/3) of the Sanctioned Members entitled to vote as of the Record Date and present in person, by proxy, or by approved communications equipment at the Call to Order of any meeting of Sanctioned Members shall constitute a quorum for purposes of considering matters. Any Member consisting of more than one individual shall be considered present at a meeting of Sanctioned Members as long as at least one such individual is present in person or by proxy. One or more Sanctioned Members may participate in any Sanctioned Members meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and all such Members entitled to vote shall be considered to be present in person and shall be counted for the purpose of a quorum. The Sanctioned Members present in person, by proxy or by such communications equipment, at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Sanctioned Members to leave less than a quorum.

## **7. VOTING RIGHTS AND TRANSFERS**

1. Except as may be otherwise provided by statute or by the Articles of Incorporation; at every Sanctioned Members meeting, every Fully Sanctioned Member in good standing and present in person or by proxy shall have the right to one (1) vote except no Sanctioned Member shall have more than one (1) vote. No Sanctioned Member who has either resigned, been suspended (either as to membership or as to Sanctioning), or had their membership terminated, shall be entitled to vote. Any Sanctioned Member entitled to vote which consists of more than one individual shall have only one vote, which may be cast by anyone of such individuals (provided, however, that if two or more individuals included in one Member shall cast differing votes on the same matter, then such Members vote shall be ignored and shall not be counted.



2. When any meeting has a quorum, the vote of the majority of the votes cast by Sanctioned Members entitled to vote, present in person or by proxy, shall decide any question brought before such meeting, unless the question is one for which, by express provision of statute or of the Articles of Incorporation or of these Bylaws, a different vote is required. Upon demand made by a Sanctioned Member at any election for Directors before the voting begins, the election shall be by ballot. In the case of any tied vote, the President shall cast the deciding ballot (which may be in addition to any vote cast by the President as a voting member).
3. UCWDC may not entertain, discuss or vote to change ownership percentage status of any event unless all the paperwork is present at the meeting; complete, accurate, truthful and containing the notarized signatures of all members of the membership group. Any change of ownership status has to be approved by Two Thirds (2/3) of the Council. Status of event automatically reverts to first year sanctioning unless Two Thirds (2/3) of the Council agrees to another status.
4. The simple transfer of ownership of an event that desires to remain in the same city and on the same date requires the signatures of Two Thirds (2/3) of the traditionally impacted events and the signatures of members on the same date that are on the same continent and a vote of Two Thirds (2/3) of the voting members of the council.
5. No member may transfer a minority portion of his event ownership to another person without prior approval of Two Thirds (2/3) of the voting members of the council. No member may transfer a majority portion of his event ownership to another person without prior approval of Two Thirds (2/3) of the voting members of the council. In order to be a member of the UCWDC the owner of an event must own a 51% share except for existing grandfathered owners prior to this date. No event may have more than four shareholders except for existing grandfathered owners prior to this date. Only shareholders may be referred to as Directors. A majority member may permit his vote to be cast by any one of his fellow shareholders.

## **8. PROXIES**

1. Every Sanctioned Member entitled to vote at any meeting of Sanctioned Members may authorize another Sanctioned Member or Sanctioned Members to act for him by proxy for any specified meeting. No Sanctioned Member may carry more than one proxy at a time. Every proxy shall be executed in writing by the Sanctioned Member or his duly authorized attorney-in-fact (or at least one individual included in any member consisting of more than one individual) and filed with the Secretary of the Council. A proxy shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Council. No proxy shall be valid past the next regularly scheduled Sanctioned Members meeting from the date of its execution. A proxy shall not be revoked by the death or incapacity of the maker, unless before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Council
2. A proposal, motion or other matter approved by Members at a duly called and held meeting of Members or by written consent in accordance with Section 10.1, that subsequently requires Members to tender monies, monetary instruments or funds to the Council, will be legally binding upon all Members including Members who grants proxies. Furthermore, the Sanctioned Member, by the grant of his proxy to another person thereby accepts the legal and binding obligation to fulfill commitments made by the proxy holder on behalf of the Member who granted the proxy.



## 9. RECORD DATE

1. The Board of Directors may fix a time, not more than thirty (30) days prior to the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of and to vote at any such meeting. In such case, only fully Sanctioned Members in good standing who are Members of record on the date so fixed shall be entitled to notice of and to vote at such meeting.

## 10. VOTING LISTS

1. The Secretary of the Council shall make, at least five (5) days before each meeting of Members, a complete alphabetical list of the Members entitled to vote at the meeting, with their addresses, which list shall be kept on file at the registered office or principal place of business of the Council and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be produced and kept open for inspection at the request of any Member during the entire meeting.

## 11. CONSENT OF MEMBERS IN LIEU OF MEETING

1. Any action required to be taken at a meeting of the Sanctioned Members, may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by a majority of the Sanctioned Members who would be entitled to vote at a meeting for such purpose having a record date of the date of such written consent and shall be filed with the Secretary of the Council.

## 12. DIRECTORS

1. **Number and Qualifications:** The Board of Directors shall consist of the Executive Committee and the Regional Representatives. Directors shall be natural persons of full age and Fully Sanctioned Members of the Council. Each Director shall be elected for a two (2) year term and will serve until his successor shall be elected and shall qualify, subject to earlier removal as provided by statute
2. **Staggered Elections:** One half (1/2) of the members of the Board of Directors shall be elected at each fall election meeting.
3. **Executive Committee:** The whole Executive Committee shall consist of the current elected Council officers, and the two (2) immediate Past Presidents. At all meetings of the Executive Committee, a majority of the Committee Members entitled to vote thereat shall constitute a quorum for the transaction of business, and the acts of a majority of the Committee Members present at a meeting in person or by telephonic or other communications equipment at which a quorum is present or in such communication shall be the acts of the Executive Committee, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws.
4. **Vacancies:** Vacancies in the Board of Directors may be filled by a majority of the remaining Members of the Board, though less than a quorum, and each person so elected shall serve out the unexpired term of the Director resigning or vacating office. Vacancies on the Executive Committee shall be filled by the Board in the same manner.





5. **Judge Certification Committee:** A minimum of seven (7) member Judge Certification Committee shall be responsible for implementing and supervising a Judges Qualification System. They shall review the initial qualifications of Country Western Dance Judges, develop methods for judge training, certify judges and provide for an ongoing system to ensure the quality of Country Western Dance judging. The committee may also be called upon to supervise other such processes as approved by the Sanctioned Members.

5.1 The Chairman of the Judge Certification Committee Shall be the Vice President, Judge Certification of the Council. The remaining members of the Committee shall be the immediate past Vice President, Judge Certification and a minimum of 5 Fully Sanctioned Members appointed by the President. All members of the Committee shall be current Certified Judges who hold Certified Fundamental Judge, Certified Journeyman Judge, or Certified Master Judge status and shall serve for a term of two (2) years.

6. **Rules Committee:** A minimum of seven (7) member Rules Committee shall be responsible for reviewing and assisting in the development of concepts and language for competition rules. They shall provide for an ongoing system to ensure the quality of competition rules

6.1 The chairman of the Rules Committee shall be the Vice President, Rules of the Council. The remaining members of the committee shall be the immediate past Vice President, Rules and a minimum of five (5) Fully Sanctioned Members appointed by the President.

### 13. POWERS AND SCOPE OF RESPONSIBILITY OF BOARD

1. Generally - The business and affairs of the Council shall be managed by its Board of Directors which may exercise all such powers of the Council and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by the Bylaws directed or required to be exercised and be done by the Sanctioned Members, including, but not limited to authority to appoint such committees as are deemed desirable, with the right and authority to exercise the full powers of the Board itself in such capacities. The Board shall actively further the mission of the Council.

### 14. MEETINGS OF THE BOARD

1. **Organization Meeting:** The organization of each newly elected Board may be held immediately following the Sanctioned Members meeting at which such Directors were elected without the necessity of notice to such Directors to constitute a legally convened meeting, or they may meet at such time and place as may be fixed by either a notice or a waiver of notice or consent signed by all of such Directors.

2. **Regular Meetings:** All meetings of the Board may be held at such times and places as may be specified by the notice or waiver of notice thereof. Notice of regular meetings of the Board shall be given each Director at least five (5) days before each meeting either personally or by mail, telegram or telephone. One or more Directors may participate in any meeting of the Board, or of any Committee thereof, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

3. **Special Meetings:** Special meetings of the Board may be called by the President on at least five (5) days' notice to each Director, either personally or by mail, telephone or other electronic media; special meetings shall be called by the President in like manner and on like notice upon the written request of seven (7) Directors.



4. **Quorum:** A quorum for the transaction of any business by the Board of Directors shall consist of seven (7) directors of which at least one will be the President or a Vice President being present at any meeting duly called. Any act approved by the vote of a majority of the Directors present at any meeting in person or by telephonic or other communications equipment at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by the Bylaws. If a quorum shall not be present (in person or by way of communication as permitted herein) at any meeting of the Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall either be present or in valid communication as permitted herein.
5. **Presumption of Assent:** A Director of the Council who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favor of such action.
6. **Recording of Meetings:** The secretary or other person designated by the chairman of the meeting may make such recordings of the meeting, written, electronic, tape or otherwise, as he shall deem advisable to assist him in the preparation of minutes.

## 15. INFORMAL ACTIONS BY BOARD AND EXECUTIVE COMMITTEE

1. No member of the Council may bind the Council by signing any contract without the prior approval and consent of the Council. If all the Directors of the Board, or the Executive Committee, shall severally or collectively consent in writing, including but not limited to telegrams, radiograms, or other electronic media, to any action to be taken by the Council, such action shall be as valid a corporate action as though it had been approved at a duly called and held meeting of the Board of Directors, or the Executive Committee, as the case may be.

## 16. OFFICERS

1. **Election:** The Officers of the Council shall be elected by the Sanctioned Members at the official meeting of Sanctioned Members and shall be a President; Vice President, Judge Certification; and Vice President, Rules; Secretary and Treasurer. Said officers shall be elected by the board of Directors from among members of the Board of Directors and shall serve a term of two years.

### 1.1 President

The President shall preside at all meetings of Members and Directors; shall be an ex-officio member of all committees; shall have general supervision of the business of the Council; shall see that all orders and resolutions of the Board are put into effect, subject, however, to the right of the Board of Directors to delegate any specific powers to any other officer or officers of the Council; shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Council, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Council. Except as expressly provided in these Bylaws, the President shall appoint committee members as needed.



## 1.2 Vice Presidents

1.2.1 **The Vice President Judge Certification**, in the absence or disability of the President, shall perform the duties and exercise the powers of the President, shall serve as the Council Judge Certification Committee Chairman and shall perform such other duties as may be assigned to him or her by the Board of Directors.

1.2.2 **The Vice President Rules**, in the absence or disability of the President, or the Vice President, Judge Certification shall perform the duties and exercise the powers of the President, shall serve as the Council Rules Committee Chairman and shall perform such other duties as may be assigned to him or her by the Board of Directors. In the absence or disability of the President, the Vice President, Judge Certification, and the Vice President, Rules, the Board shall designate a Vice President to perform the duties and exercise the powers of the President.

## 1.3 Secretary

The Secretary shall attend all meetings of the Board and of the Members and keep accurate records thereof in one or more minute books kept for that purpose; shall give, or cause to be given the required notice of all meetings of the Members and of the Board of Directors; shall keep in safe custody the corporate seal of the Council, and affix the same to any instrument requiring it, and when so fixed, it should be attested by his signature or the Treasurer or an Assistant Secretary or an Assistant Treasurer; shall keep the transfer books and membership lists of the Council, in which shall be recorded the names and addresses of all Members and the status and attendance record of each; and shall perform such other duties as may be assigned to him or her by the Board of Directors or President.

## 1.4 Treasurer

The Treasurer shall be authorized to investigate and audit all procedures; shall, unless otherwise designated by the Board of Directors, receive all money paid to the Council, make receipt for all funds received by him and deposit same to the credit of the Council in such bank or banks as may be designated by the Board of Directors; shall pay all bills and accounts against the Council by warrants drawn upon the funds of the Council, and signed by him; shall keep a full account of all funds received and paid out and render an account thereof to the Board of Directors and the Sanctioned Members present and eligible to vote at any annual meeting; shall have the right to affix the corporate seal to any instrument requiring it, and to attest to the same by his signature; and if so required by the Board, he shall give bond in such sum and with such surety as the Board may from time to time direct.

## 1.5 Regional Representatives

The President may appoint Regional Representatives, as required who are Sanctioned Members in good standing. Regional Representatives shall be responsible for such Regional activities and other functions within their area as outlined in the Policies and Procedures Manual, or assigned by the President.

2. **Expenses:** Reimbursement for expenses incurred by members of the Board of Directors or the Executive Committee of the Council shall be in accordance with a policy as determined from time to time by Sanctioned Members entitled to vote.



3. **Removal and Vacancies:** The Board of Directors may remove any officer or agent elected or appointed, at any time and within the period, if any, for which such person was elected or employed whenever in the Board's judgment it is in the best interest of the Council, and all persons shall be elected subject to the provisions hereof. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by a majority vote of the Board of Directors.

## **17. ANNUAL REVIEW OR AUDIT**

1. Either a review or an audit of the books and accounts of the Council shall be made by an auditing firm that shall be engaged by and be responsible to the Board of Directors if such review or audit is determined to be advisable by a vote of the Sanctioned Members. The auditing firm shall be reviewed by the Board of Directors.

## **18. PROFESSIONAL SERVICES**

1. The Board of Directors may engage legal representation; any such individual or firm engaged by the Board of Directors shall be responsible to the Board.

## **19. LOGO AND TRADEMARKS**

1. The Logo, Trademarks, Trade Names and Service Marks of the Council are the exclusive property of the Council.
2. Each Member shall be allowed to use, advertise and display the Logo, Trademarks, Trade Names and Service Marks of the Council in conjunction with the promotion of each Sanctioned or Licensed Affiliate Event held by a Member.
3. The Logo, Trademarks, Trade Names and Service Marks of the Council may be used only in the manner specified by the Council and then only in their current original and unaltered form(s).
4. The use of the Logo and Trademarks of the Council by either Members or non-members in conjunction with events that have not been Sanctioned or Licensed as Affiliates by the Sanctioned Members shall be prohibited. The Council will exercise every right and privilege under the law to prevent alteration and/or unauthorized use of its Trademarks, Trade Name, Service Marks and Logo and will actively seek penalties and damages if such Marks and Logos are used or altered without the express written consent of the Council.
5. The Board of Directors may require members to enter into a written agreement relating to the use of the Council's Logo, Trademarks, Trade Names and Service Marks, in form and substance satisfactory to The Board.
6. Provisionally Sanctioned Events must include the following phrase on all event marketing: "A (First Year/Second Year) UCWDC Provisionally Sanctioned Event.
7. Provisional Licensed Affiliate Events must include the following phrase on all event marketing: "A (First Year/Second Year) UCWDC Licensed Affiliate Event". Placement points and Country Dance World Championships eligibility will not be awarded.



## 20. SANCTIONING and LICENSING

1. Sanctioned Events. Events which desire to be Sanctioned and which used the North American Rules and Scoring Format in their entirety during 1989 are by virtue of "Grand-fathering" admitted as Fully Sanctioned Members with the provision that those Events remain in the same city, with the same Event Director and on the same approximate schedule approved at the November 6, 1989 meeting of Event Directors in Grantville, PA. Sanctioning status will be determined at the discretion of the Council.
2. Members must use the current United Country Western Dance Council Rules and Scoring Format in its entirety without alteration or deviation in any manner whatsoever at Sanctioned Events.
3. Members must submit their required event competition reports in a timely manner. The Points/Results reports must be filed in a format determined by the Council's Points Chair. If the event's properly formatted Results, Points and Judge Listing Reports are not received within 15-30 days following the last day of the event, a \$100.00 fine will be imposed. If the reports and fine are not received within 30-60 days following the last day of the event, a \$500.00 fine will be imposed. If these reports and fines are not received within 90 days following the last day of the event, the Sanctioning Status of the event will be reviewed at the next meeting and that event must drop back to "First Year UCWDC Provisionally Sanctioned Event" status, the Sanctioned Member director will lose his/her vote for two years and the event's Worlds Eligibility Points will not count for one year.
4. Members must seek out and use the highest caliber of Judges available. The Council Certification Committee will develop a fair and equitable system for recommending Judges based on their Country Western Dance experience and knowledge. Members agree to use the system to select Certified Judges when and if it is approved by the Board of Directors.
5. Members will deliver to the attendees of any Sanctioned event each and every activity, workshop, lesson, contest, competition, report, review, critique, video tape, music tape, prize, trophy, award, meal, accommodation, tour, appearance by a named individual or personality, show, demonstration, exhibition, etcetera and satisfy all debts and pay all bills and payrolls in a timely manner that are promised to guests, attendees, employees or participants by virtue of any and all letters, phone calls, personal notices, promises, publications, articles, newsletters, advertising or promotion of any kind in printed, broadcast or any other form, authorized, permitted, condoned or allowed by the Member, his agents, heirs or assigns.
6. In the spirit and best interest of Country Western Dancing and the good names and reputations of their fellow Members, each member shall make every possible effort to support the Council and his fellow members. He shall also deliver the best goods and services available to him in order to promote the highest possible quality of experience for every attendee and participant at his Sanctioned or Licensed Affiliate Event.
7. The Council's Sanctioned Members will determine and publish the final Schedule of Sanctioned and Licensed Affiliate Events each year at the annual meeting of Sanctioned Members. The Schedule of Sanctioned and Licensed Affiliate Events may also include a reference to the Country Dance World Championship Event, and any such reference shall not cause or be construed to cause the Country Dance World Championship Event to be or become a Sanctioned or Licensed Affiliate Event.



8. Adding events to the Schedule of Sanctioned or Licensed Affiliate Events.
  - 8.1 No Fully or Provisionally Sanctioned event can be added to the Schedule of Sanctioned or Licensed Affiliate Events if the location of the proposed event is within an existing Sanctioned Event's "Restriction Zone."
    - 8.1.1 All North American Sanctioned Event's "Restriction Zone" is defined as 500 air miles if the proposed event is scheduled within 8 weeks; 400 air miles if the proposed event is scheduled within 10 weeks; 300 air miles if the proposed event is scheduled within 12 weeks; 200 air miles if the proposed event is scheduled within 14 weeks without the approval of the Fully Sanctioned Members. No Event can be added to the Schedule of Sanctioned or Licensed Affiliate Events if it is within 100 air miles of a Sanctioned Member's Event at any time without the approval of 2/3 of the Fully Sanctioned Members.
    - 8.1.2 Africa, Antarctica, Asia, Europe, South America, Oceania/Australia Sanctioned Event's "Restriction Zone" is defined as the country in which the Event resides.
  - 8.2 No Licensed Affiliate Event can be licensed if it is within 250 air miles of a Sanctioned Member's Event at any time year round without the approval of the Fully Sanctioned Members.
  - 8.3 In any case, sanctioning will not be granted to more than two (2) Sanctioned or Licensed Events on the same weekend on the same continent. In the event of a Sanctioned event wanting those dates, Licensed Affiliates must move off that date pending venue contracts.
  - 8.4 No Licensed Affiliate Event can be added to the Schedule of Sanctioned or Licensed Affiliate Events if the location of the proposed event is within an existing Licensed Affiliate Event's "Restriction Zone."
  - 8.5 Similarly, no Member may move a Sanctioned or Licensed Affiliate Event to a new location or add a new Event to the Schedule of Sanctioned or Licensed Affiliate Events unless all of the time and distance conditions set forth in Section 20.8 are met.
9. Applicant(s) who wish to add an additional Sanctioned Event to the Schedule of Sanctioned or Licensed Affiliate Events shall apply to the Council for Provisional Sanctioning.
  - 9.1 The Applicant must be the Majority Event Director and submit a completed application to the Council Secretary in writing thirty (30) days in advance of the next UCWDC Council meeting indicating their desire to add a Provisionally Sanctioned Event to the Schedule. The contents of this application are listed in the Policies and Procedures Manual.
  - 9.2 The Board of Directors will determine and publish the rules and content of the application and the amount of the Application Fee from time to time as outlined in the Policies and Procedures Manual.
  - 9.3 The Application must be signed by at least four (4) Fully Sanctioned Members in good standing who are willing to allow the application for the additional event to be presented to General Council. Two (2) of these signers must be from the Applicant's own Region.
10. Applicant(s) who wish to add a Licensed Affiliate Event to the UCWDC Schedule of Sanctioned and Licensed Events shall apply to the Council for Provisional Sanctioning



- 10.1 The Applicant must be the Majority Event Director and submit a completed application to the Council Secretary in writing thirty (30) days in advance of the next UCWDC Council meeting indicating their desire to add a Provisionally Sanctioned Licensed Affiliate to the Schedule. The contents of this application are listed in the Policies and Procedures Manual.
- 10.2 The Board of Directors will determine and publish the rules and content of the application and the amount of the Application Fee as outlined in the current Policies and Procedures Manual.
- 10.3 The Application must be signed by at least four (4) Fully Sanctioned Members in good standing who are willing to allow the application for the additional event to be presented to General Council. Two (2) of these signers must be from the Applicant's own Region.

#### 11. Attendance of Official Observer

- 11.1 All Provisionally Licensed UCWDC Licensed Affiliate Events must be attended by an Official United Country Western Dance Council Observer. The Official Observer of a Provisionally Licensed Affiliate Event may be a fully Sanctioned Member.
- 11.2 All Provisionally Sanctioned Events must be attended by an Official United Country Western Dance Council Observer. The Official Observer of a Provisionally Sanctioned Event must be from a different region
- 11.3 The Official Observer shall have unrestricted access to witness any and all meetings and/or activities conducted at the Provisionally Sanctioned or Provisionally Licensed Event. The Official Observer may be any Sanctioned Member in good standing of the council who shall be limited to serving as an Official Observer for two (2) Sanctioned events and four (4) Licensed Affiliate Events per calendar year.
- 11.4 The Official Observer shall be invited to attend the Provisionally Sanctioned or Provisionally Licensed Event at the expense of the Applicant. By accepting Provisional Sanctioning or Licensing, the applicant agrees to arrange for, and pay for, or reimburse the Official Observer for all reasonable and properly documented lodging and meal expenses. The role of the Official Observer will be to collect and report data about the operation of the event and its success in meeting the criteria set by the Sanctioned Members for admission as set forth within the Policies and Procedures Manual. For Provisionally Sanctioned Events, every effort should be made by the applicant to secure as many Sanctioned Members of the Council as is possible to serve as participants, judges, employees, or coordinators of this critical first Provisionally Sanctioned Event.
- 11.5 In addition to the Official Observer, all United Country Western Dance Council members present at said event in any capacity will be required to submit either a written or oral evaluation of the event to the United Country Western Dance Council.
- 11.6 If, by a vote of Two thirds (2/3) of the Sanctioned Members present a Provisionally Licensed Affiliate Event actually meets all of the criteria necessary for acceptance by the Council, said Event Director shall be deemed to have become a Fully Licensed Affiliate Member of the Council and his event shall be a Fully Licensed Affiliate Event.



11.7 If, by a vote of Two Thirds (2/3) of the Sanctioned Members present the Provisionally Sanctioned Event actually meets all of the criteria necessary for admission to the Council, said Event Director and his event will be Fully Sanctioned and the Event Director admitted to the United Country Western Dance Council as a voting Sanctioned Member.

12. All Sanctioned and Licensed Affiliate Events and their directors shall be subject to Review and Evaluation on an annual basis to ensure that the Council standards, ethics and procedures are being followed in their entirety and that the event and its director continues to be of the highest quality. It is the responsibility of any impacted and/or host event directors to bring all matters that would be deemed infractions of the Licensed Affiliate Event Bylaws to the attention of the Council. Each Review and Evaluation will take place at the Council's official meeting of the Sanctioned Members and a vote of confidence shall be taken to either continue Full Sanctioning or Licensing, change the event's Sanctioned or Licensed Affiliate status to Provisional Sanctioning or Licensing until defined actions are taken on identified problems, or to revoke Sanctioned or Licensed Affiliate status as referenced herein.
13. Fully Sanctioned or Licensed Affiliate Events will be reviewed at the next Council meeting, as outlined in the current Policies and Procedures Manual, regardless of whether or not the event director is present.
14. Regardless of provisions and requirements provided elsewhere in these bylaws, Sanctions and Licenses may be granted, revoked, suspended, or transferred; or conditions for continued Sanctioning or Licensing may be imposed, for any reason deemed to be in the best interest of the Council by a vote of Two Thirds (2/3) of the Members entitled to vote.
15. All UCWDC Event Directors agree to promote and support every other UCWDC Sanctioned and Licensed Affiliate Event
16. Any UCWDC Director who hosts, runs, organizes or presents a competitive Country Dance Event which is affiliated in any way with any organization that has a regional, national, continental or world status, or which advertises, offers, presents or bestows any regional, national, continental or worlds title will be deemed to have created a conflict of interest with the UCWDC and upon the consent of a two-thirds majority of the Council, said Members sanctioning and/or licensing for all his UCWDC events will be revoked and his membership will be immediately forfeited.
17. Any Fully Sanctioned or Fully Licensed Affiliate Member who violates the Bylaws and/or the UCWDC Rules and Scoring Format must agree that the violator's next event be quietly monitored by a UCWDC Official Observer who must be fully reimbursed for their expenses pursuant to articles herein.

## **21. REGIONS**

1. The Sanctioned Members shall approve the formation of Regions of the Council, within specified geographic areas, as outlined in the current Policies and Procedures Manual. Each Region shall be governed by these Bylaws. Approval of the Sanctioned Members shall be required for any Region to merge, affiliate or identify with any other organization, committee, association or corporation.

## **22. COUNTRY DANCE ANNUAL WORLD POINTS CHAMPIONSHIPS**

1. The UCWDC will create and maintain Points Championships as outlined current Policies and Procedures Manual.





### **23. COUNTRY DANCE WORLD CHAMPIONSHIPS ('Worlds')**

1. A Country Western Dance World Championship Event will be held each year to determine the winners of the title "Country Western Dance World Champion." Said event shall take place at some time after the last event in the current year's Schedule of Sanctioned Events. The Country Western Dance World Championship Event shall not be considered to be a Sanctioned or Licensed Affiliate Event and shall not be subject to any of the geographical, time or other restriction's or requirements set forth herein.
2. Starting January 5, 1999, no member may host, work, promote or produce a competition or workshop or dance event of any kind that is held the same weekend as Worlds except when Worlds falls on New Year's Eve.
3. The Country Dance World Championship Event will be managed by the Worlds Director contracted by the Council. The Council will bear the final responsibility, risk and rewards of the Country Dance World Championship Event.

### **24. GROUP BENEFIT PROGRAMS**

1. All Members shall be eligible to participate in group insurance programs as may be established by the United Country Western Dance Council.
2. All Sanctioned Members shall be eligible to participate in group event sponsorship programs as may be established by the United Country Western Dance Council.
3. All Members shall be eligible to participate in group flight programs as may be established by the United Country Western Dance Council.

### **25. DUES, SUSPENSION AND TERMINATION**

1. Annual membership dues shall be assessed per event, payable in advance, shall be fixed and published from time to time by the Board of Directors. Dues must be paid in full by January 31<sup>st</sup> for the next calendar year. Members delinquent after this date will subject to late fees and possible suspension as determined by the Board. The Board may suspend any Member, at any time, whenever in the Board's judgment is in the best interests of the Council. The Membership of any Member whose Sanctioned status is revoked or suspended shall be terminated or suspended simultaneously, as the case may be.

Members may notify the Secretary in writing of their resignation, effective on the date so stated. Upon the resignation, termination or suspension of any member, the member shall cease to have any rights associated with membership in the Council (including voting rights). In the case of suspension, the member's rights associated with membership in the Council shall cease until such suspension is lifted by the Board of Directors. Notwithstanding if such termination or suspension was the result of a vote of The Members, then the Member's rights will be restored only by a vote of at least the same proportion of Members entitled to vote as was required to impose such termination or suspension.

Any member who resigns, is suspended or terminated shall immediately surrender to the Council, and cease and desist from any use of, all decals, emblems, logos, trademarks, service marks, trade names and other property of the Council as outlined in the Policies and Procedures Manual.



## **26. ATTENDANCE AT MEETINGS**

1. **Officers** - All persons elected to a position as an officer or director of the Council shall be required to attend each annual meeting of Members. The Board of Directors shall have the authority, in its sole discretion, to excuse absence. In the event any Member fails to meet the attendance requirement of this Section, the President, with the concurrence of a majority of the Board of Directors, may remove such officer or director from his or her position and declare that officer's or director's position to be vacant.

## **27. FINANCIAL REPORTS TO MEMBERS**

1. Business Statement. The President and Board of Directors shall present at the official meeting of Members a full and complete statement of the business and affairs of the Council for the preceding year. Such statement shall be prepared and presented in whatever manner the Board of Directors shall deem advisable and need not be verified by a certified public accountant.

## **28. CHECKS AND NOTES**

1. All checks or demands for money and notes of the Council shall be signed by such officer or officers, or such other person or persons as the Board of Directors may from time to time designate, in addition to the power of the Treasurer described in Section 16.1.4.

## **29. FISCAL YEAR**

1. The fiscal year of the Council shall be the calendar year. If necessary, the fiscal year may be changed by resolution of the Board of Directors.

## **30. SEAL**

1. The Corporate seal shall have inscribed thereon the name of the Council, the year of its organization and the words "Corporate Seal, Pennsylvania". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

## **31. NOTICES AND WAIVERS THEREOF**

1. Whenever, under the provisions of the Pennsylvania statute or of the Articles of Incorporation or of these Bylaws, written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by certified mail, or courier, return receipt requested, to his or her address appearing on the books of the Council or supplied by him or her to the Council for the purpose of notice. If the notice is sent by certified mail, or courier, , it should be deemed to be given to the person entitled thereto when deposited in the United States mail, with the courier, for transmission to such person.
2. Any notice of a meeting of Members, The Board of Directors or any Committee shall be in writing and may be given either personally, by first class or certified mail, or by verifiable electronic communication systems, to his or her address or electronic address appearing on the books of the Council or supplied by him or her, to the Council for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of Members, the general nature of the business to be transacted.



3. Any written notice required to be given to any person may be waived in writing signed by the person entitled to such notice whether before or after the time stated therein. Attendance of any person entitled to notice, whether in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where any person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Where written notice is required of any meeting, the waiver thereof must specify the purpose only if it is for a special meeting of Members.

## **32. AMENDMENTS**

1. These Bylaws may be altered, amended or repealed by a majority vote of the Members present, in person or by proxy and entitled to vote thereon at any regular or special meeting duly convened after notice to the Members of the purpose and after the proposed amendment(s) shall have been twice presented to and approved by the Members, one presentation may be by mailed notice of the proposed amendment(s); by a majority vote of the Members present at any regular or special meeting duly convened after notice to the Members of that purpose

## **33. LEGAL MATTERS**

1. A director of the Council shall not be personally liable as such for monetary damages (including, without limitation, any judgment amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the director has breached or failed to perform the duties of his or her office under the Articles of Incorporation, these Bylaws or applicable provisions of law, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
2. In the event any litigation or other proceeding is commenced by any Member(s) against the Council or The Board of Directors or any Committee, then (a) if the court or other adjudicative body does not find in favor of the complaining Member(s) such Member(s) shall reimburse the Council, Board or Committee, respectively, for all costs and disbursements of counsel and other expenses incurred in investigating and defending such litigation or proceedings. or (b) if the court or other adjudicative body finds in favor of the complaining Member(s), then each party shall bear its own legal and other expenses in connection with investigating and prosecuting, defending such litigation or proceeding. As a condition to initial or continued membership in the UCWDC, the Board of Directors may require Members or applicants for membership to enter into a written agreement relating to the provisions of this Section 38.2 in form and substance satisfactory to The Members.

**END OF BYLAWS**



REVISIONS					
Date	Created by	Checked by	Approved by	Effective date	Version
			General Council	Oct. 02, 1990	1.0
			General Council	Apr. 16, 1991	2.0
			General Council	Mar. 14, 1992	3.0
			General Council	Jul. 27, 1992	4.0
			General Council	Sep. 12, 1992	5.0
			General Council	Sep. 12, 1993	6.0
			General Council	Aug. 29, 94	7.0
			General Council	Jan. 04, 1996	8.0
			General Council	Jul. 09, 1996	9.0
			General Council	Mar. 29, 1998	10.0
			General Council	Sep. 12, 1999	11.0
			General Council	Jan. 10, 2000	12.0
			General Council	Feb. 27, 2010	13.0
			General Council	Feb. 25, 2011	14.0
			General Council	Jan. 01, 2012	15.0
Feb. 2015		Bylaw Committee	General Council	Feb. 27, 2015	16.0
Aug. 31, 2018	K. Armbruster	Bylaw Committee	<b>General Council</b>	<b>Feb 22, 2019</b>	<b>17.0</b>