

## **TABLE OF CONTENTS**

<b><u>Title</u></b>	<b><u>Page #</u></b>
<b>I. Mission Statement</b>	<b>1</b>
<b>II. Chapters</b>	<b>2</b>
<b>III. Patches/Logos</b>	<b>4-7-8&amp;9</b>
<b>IV. State Liaison</b>	<b>5</b>
<b>V. Membership</b>	<b>6</b>
<b>VI. Rules of Conduct</b>	<b>10</b>
<b>VII. Disciplinary Matters</b>	<b>10</b>
<b>VIII. Grievance</b>	<b>12</b>
<b>IX. Disputes Between Chapters</b>	<b>14</b>
<b>X. Officers / Elections</b>	<b>15</b>
<b>XI. Meetings</b>	<b>19</b>
<b>XII. Finances and Donations</b>	<b>19</b>
<b>XIII. National</b>	<b>20</b>

# **ROLLING THUNDER®, INC. CONSTITUTION**

## **DECEMBER 10, 1995**

### **I. MISSION STATEMENT**

**THE MAJOR FUNCTION OF ROLLING THUNDER®, INC. IS TO PUBLICIZE THE POW-MIA ISSUE: TO EDUCATE THE PUBLIC THAT MANY AMERICAN PRISONERS OF WAR WERE LEFT BEHIND AFTER ALL PREVIOUS WARS, AND TO HELP CORRECT THE PAST AND TO PROTECT FUTURE VETERANS FROM BEING LEFT BEHIND SHOULD THEY BECOME PRISONERS OF WAR-MISSING IN ACTION. WE ARE ALSO COMMITTED TO HELPING AMERICAN VETERANS FROM ALL WARS.**

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**ROLLING THUNDER®, INC. IS A NON-PROFIT ORGANIZATION AND EVERYONE DONATES HIS OR HER TIME BECAUSE THEY BELIEVE IN THE POW-MIA ISSUE. ALL MEETINGS MUST BE ORDERLY AND EVERY MEMBER MUST BE HEARD. EVERYONE IS AS IMPORTANT AS THE NEXT. EVERYONE HAS DIFFERENT VIEWS AND WE MUST ALL WORK TOGETHER IN AN ORDERLY MANNER.**

**EVERY CHAPTER MUST HAVE AN AGENDA TO RUN A MEETING. EVERYONE MUST GET THEIR TURN TO TALK ABOUT ANY ISSUE THAT CONCERNS ROLLING THUNDER®, INC. AND IT'S MEMBERS.**

**THE CONSTITUTION AND BY-LAWS OF ROLLING THUNDER®, INC. WILL NOT BE CHANGED OR ALTERED BY ANY CHAPTER AND EVERYONE MUST ABIDE BY THIS CONSTITUTION.**

**The Constitution and by-laws of Rolling Thunder®, Inc. are hereby revised and incorporated effective the date of this revision. Any ambiguities will be interpreted by Rolling Thunder National for clarification or application to particular facts and circumstances.**

**All previous versions of this Constitution are superseded by this revision.**

**Date of revision: November 2, 2019**

# CONSTITUTION OF ROLLING THUNDER®, INC.

## II. Chapters

Rolling Thunder® Inc. (hereinafter referred to as "Rolling Thunder®" or the "Organization"), National. Post Office Box 216, Neshanic Station, New Jersey 08853, as National of Rolling Thunder® Inc. All chapters will take direction from National and will comply with the Constitution of this Organization. Written verification will be sent upon request. Any Chapter(s) or person(s) violating the Constitution will be handled in accordance with the procedures set forth in the Constitution.

The Executive Board and the Board of Directors of National shall make all decisions and changes in the Rolling Thunder® Constitution. The National Board of Directors shall have the right to reject any changes to the Constitution if they find, after deliberative review, that the said change could be detrimental to Rolling Thunder®.

### A. New Charter Requirements

1. Those who wish to form a chapter must apply to National and request permission. Said persons must state their reasons for wanting to start a chapter.
2. National will send all forming chapters the appropriate documentation to be filled out for the IRS. National will also issue a charter to all forming chapters when they receive their federal tax E.I.N. number. New chapters shall be responsible to notify their state and file the necessary tax-exempt forms and registration forms in their state.
3. All forming chapters must have one (1) president, one (1) vice president, one (1) secretary, one (1) treasurer, one (1) chairman of the board, four (4) members of the board of directors, and one (1) alternate board member. Every chapter president must appoint a membership/patch person to keep membership and patch records. When a member receives or turns in patches, two copies of the signed form will be kept in the chapter: One by the appointed membership/patch person and the other by the chapter president.
4. All forming chapters must have at least 20 members, including officers.

### B. Chapter Reports and Financial Reports

1. All chapters must keep books on all funds to be filed with the IRS and their state each year. A copy of each chapter's financial report to the IRS must be filed annually with National (without exception) no later than April 30th of each year (**IRS due date is May 15th**). The fiscal year for the "Organization" is from January 1st through December 31st. Chapter #1 in each state shall oversee all chapters in their state to ensure everyone follows the constitution and by-laws of Rolling Thunder® and follow all federal and state non-profit laws. Each Chapter is responsible to file a yearly report to National of all Officers/Directors; to include their name, title, home phone number and home mailing address. This is also to be completed at anytime during the year if there are any changes within the Chapters Officers/Directors.
2. Chapter officers shall be responsible for returning all completed quarterly and yearly financial reports to the National Reports Officer. Any chapter failing to file the necessary reports on time will be subject to the following disciplinary actions:
  - a. First Offense: \$100 Fine
  - b. Second Offense: \$250 Fine

**Date of revision: November 2, 2019**



c. Third Offense: the chapter will be suspended for a period of time determined by the Vice President of National.

d. Fourth Offense: the chapter's charter will be terminated.

**C. Insurance**

All chapters must have liability insurance to cover all meetings and events. All chapters shall have their own insurance coverage: a minimum of \$300,000 general liability; \$300,000 personal injury; \$50,000 fire and property damage; and \$5,000 medical expense (any one person).

**D. Chapter By-Laws (no longer permitted effective November 8, 2014)**

If a Chapter that has bi-laws (approved by National) they may continue to use them but no changes will be accepted.

**E. No Alcoholic Beverage Policy**

1. All chapters must comply with the rule that no alcohol will be sold or distributed by any member of the organization at any Rolling Thunder® event. No member shall consume alcohol beverages during any ( Board, General, Judiciary or State/Regional) meetings.

2. Rolling Thunder® will under no circumstances tolerate public intoxication or illicit/unlawful drug use by any member while wearing Rolling Thunder® patches and/or while representing the organization at any Rolling Thunder sponsored event, with or without Rolling Thunder patches being worn.

**F. Coordination of Rolling Thunder® Events**

No chapter will have an event or run on the same weekend as another Rolling Thunder® Chapter within a radius of 150 miles. The 150-mile regulation may be re-evaluated by National upon request of a chapter and a "Special Circumstances" explanation must accompany the request. When a chapter is notified by National to change the date of their event or run they must do so immediately.

**G. Annual Memorial Day Weekend Event Passed by National 9/13/2019**

All Chapters in the continent of the United States of America will organize an event, a run or demonstration Memorial Day weekend "Ride For Freedom" Nation wide. All Chapters must work together to organize a Memorial Day weekend event to publicize the POW/MIA and Veterans issues.

All Chapters will work together with National on all information we publicize so we are all on the same page. Merchandise we make will all be generic as per Nations art work. We will provide information and art work to all Chapters on all merchandise.

**H. Promotion and Sales**

1. Before committing any chapter resources, time or personnel, it must be voted on and approved by the membership at a chapter meeting.

2. All fliers, letterhead, checks and items for sale bearing the name "Rolling Thunder®" will display the registered trademark symbol "®" after the word Thunder followed by "Inc.". For example: Rolling Thunder® Inc.

**Date of revision: November 2, 2019**



## **I. Penalties and Suspension of Chapter Charters**

1. National has the right to revoke or suspend, for a designated period of time, and the right to terminate the charter of any chapter if it is determined, through an investigation by National, that the Chapter's business and/or its members are not conducting business or themselves in an orderly and lawful manner, consistent with this Constitution or the organization's mission.

2. Any Chapter closing or being closed by National is required to return all patches, equipment and net assets to National. National will hold the funds until all checks have cleared, all debts have been paid, all patches are accounted for and any legal fees are paid. If necessary, National will be reimbursed from the remaining funds for any expenses due to a lawsuit. If no lawsuit is pending, National will distribute the remaining funds, within one year of Chapter closing, among the remaining Chapters as determined by a State meeting.

Any other assets remaining will be turned over to Chapter 1 of that State after the closing of said Chapter. Chapter 1 will be responsible for dividing the assets among the Chapters of said State. In both cases, all Chapters of that State will have a vote in how the proceeds will be divided as decided at a State meeting. If said State has a State Liaison, he/she will work with Chapter 1 through out the entire process.

## **J. Executive Board**

1. The Executive Board of a Chapter is responsible for the general supervision and daily operation of the affairs of the Chapter. The Executive Board shall have full power and authority over this operation except in matters that the Executive Board believes should be referred to the Chapter Board of Directors. They will perform their duties as specified in the Constitution and in the best interest of the Chapter and the Organization. Only one (1) family member and or household member is allowed to be on the Executive Board at the same time, unless there is an approved exemption from National.

2. **No one on the Executive Board of a Chapter will spend more than \$500.00 for a Chapter emergency at one time, without prior approval of the Board of Directors. Also, Receipts need to be turned over to the treasurer to be filed. (Approver 11/5/2016)**

## **K. National Conference**

1. A Chapter must be in good standing to vote at the annual National Rolling Thunder® Conference. A Chapter is in good standing when it has complied with all of its obligations as outlined in the Organization's Constitution and Bylaws.

2. If a Chapter is in good standing, it is mandatory for at least (2) Chapter Officers to be at The National Conference.

3. The minutes from the yearly National Conference must be completed by the National Secretary within ninety (90) days from the end of that year's Conference. The minutes will be mailed to all Chapter Presidents and State Liaison's within the next thirty (30) days, total 120 days.

## **L. Rolling Thunder, Inc. leadership Guide Standard Operation Procedure**

The most recent edition of the Leadership guide, created by the State/Regional Liaisons and published initially November 2018, is the **Standard Operating Procedure for Chapter functions**. As such, it contains the details not set forth within this Constitution. It is expected that the Chapter Executive Board and Chapter Board of Directors Function according to the National Constitution and the leadership Guide.

## **III. Patches/Logos**

1. Each chapter must have their own logo without infringing on any other chapter, organization, copyright or registered trademark, to be used on stationery and custom items they sell at fund-raisers. It is the responsibility

**Date of revision: November 2, 2019**



of each chapter to perform a copyright/registered trademark search on their proposed logo. A logo must be in good taste and not discriminate against any race, color, creed, sex or other classification protected by law. Before being put into use, National must receive a copy of the chapter's logo for approval. The **Chapter logo** is the express property of each Chapter and requires approval, from the Chapter Executive Board, for anyone to use. The **Chapter using the National logo** must also have their logo displayed (**larger than the National logo**) prominently on the top or center of the flyer and in no way is the National logo to be confused with that of the sponsoring Chapter. **The flyer must be approved** by National before being printed and put into use. The use of the National logo is strictly prohibited at all times except on an Authorized Chapter Run Flier.

2. Any chapter of Rolling Thunder® may have its chapter logo made into a patch, for its member's use only. If the logo patch indicates any state or area or a specific part of a state or area, it will only be displayed on the front of the member's vest/jacket. There will be nothing displayed on the back of the members vest/jacket that indicates any specific state or specific area of said state. As provided elsewhere in this Constitution, Chapter patches are and will always remain the property of the Chapter and/or National.

#### **IV. State/Regional Liaison**

1. Chapter #1 in each state will assist the Chapters in their state (if needed) to ensure everyone follows the Constitution and by-laws of Rolling Thunder® and all federal and state non-profit laws. The National Vice President / National has the ultimate responsibility of overseeing all Chapters. When a State has more than three (3) Chapters, National will appoint a State/Regional Liaison for that State. Once a State requires a State /Regional Liaison, the Chapter Presidents of that State will convene to choose a candidate or candidates for the position. Their recommendations will be sent to National for the final determination of the first State Liaison. After the first term (appointed), normal election procedure for a State/Regional Liaison will be followed.

##### **2. The State/Regional Liaison:**

A) The State/Regional Liaison will be responsible for overseeing the Chapters in his/her State and act as a Liaison to National;

B) The State/Regional Liaison will try to correct problems between or amongst Chapters at the local level, and if this cannot be accomplished at the Chapter level, then he/she will convene a State Judicial Board consisting of the Chapter Presidents from the remaining Chapters in that State (the Chapter(s) involved is/are excluded). The decision of the State Board is absolute and final.

C) Except for matters of discipline which are the subject of a complaint or appeal under Article V(F), and except for matters which are the subject of State Judicial Board action other than through the discipline procedure provided for in this Constitution, the State/Regional Liaison, as liaison to National, will have the decisive authority in the state over the conduct of all Chapter officers and members. If the need exists he/she may recommend to National, probation, suspension or termination of said officers/members of the Chapter. If the problem cannot be resolved at the State level, then the State/Regional Liaison will file a detailed report with the National Vice President to include: all facts, notes, tape recordings and a recommendation on what action should be taken.

D) Any person nominated for the position of State/Regional Liaison will need to have leadership capabilities and have been an officer of a Chapter whether past or present. The State/Regional Liaison position is at the discretion and approval of the National Vice President. When a State/Regional Liaison is also President of a Chapter in that State and the presence of that Chapter President is required at a State Board Meeting the Chapter's Vice President may be added as a substitute. This substitution can only occur with the approval of the National Vice President.

E) **If a State/Regional Liaison** deems it necessary he/she may select an Assistant State/Regional Liaison. The person selected as the assistant must be approved by the National Vice President. The "Assistant State/ Regional Liaison" must come from one of the Chartered Chapters in the State in which he/she will serve and must be a member in good standing. The assistant/Regional Liaison will collaborate with and at the

**Date of revision: November 2, 2019**



direction of the Liaison to coordinate and complete the duties of the Liaison. He/she will represent the Liaison at various meetings/functions when the Liaison is unable to be present. If the Rolling Thunder® event/meeting is "official" in nature the Assistant Liaison would receive same considerations.

F) The State/Regional Liaison will hold the position for a period of two (2) years following his/her appointment. Upon completion of the original term, the following December the State/Regional Liaison will convene a State Board consisting of all Chapter Presidents of that state. The board's purpose will be to re-elect the present Liaison or to elect a new State/Regional Liaison (with the approval of National inclusive). The newly elected State/Regional Liaison will take office in January. Once the State/Regional Liaison is appointed or elected to the position, Chapter 1 in that State is no longer responsible for assisting said Chapters.

G) The State/Regional Liaison of each state will have their name added to each Chapter's (in their state or in the state they represent) banking account as a signatory on every account as previously stated. The states without a State/Regional Liaison will have an approved signatory appointed by National. When the State/Regional Liaison is replaced the same procedure will be followed for the new State Liaison and the past State Liaison will have their name removed.

3. If a problem arises in the State/Regional Liaison's own Chapter, the State/Regional Liaison will become a direct representative of National. Once the problem is resolved, the State/Regional Liaison's membership shall revert back to his/her Chapter. If the State/Regional Liaison is an Officer of his/her Chapter, his/her duties as an Officer will be suspended until the problem is resolved.

4. When a state has a State/Regional Liaison each Chapter in that state shall be responsible for defraying the expenses (travel and lodging only - within reason) for the State/Regional Liaison and **assistant Liaison (if any)** to attend the annual Rolling Thunder® National Conference and or the annual State/Regional Liaison Conference. The cost will be divided equally between the Chapters of that state. If a Chapter lacks the finances to pay their proportionate share, the State Board will draft an acceptable division. The State/Regional Liaison will submit an invoice following the conclusion of the conference to his/her State Judicial Board for approval of the allowed expenses incurred (original receipts must accompany the invoice). Upon approval, the State/Regional Liaison will be responsible to initiate reimbursement. This task must be completed within forty-five (45) days from the conclusion of the Conference. If for any reason the Assistant State/Regional Liaison takes the place of the State/Regional Liaison the same expenses will apply for him/her.

A) The Chapters of each State will also be responsible to reimburse the State Liaison for any other reasonable expenses incurred during the performance of his/her duties. The previous stated reimbursement procedures will be followed.

## **V. Membership**

### **A. General Membership Information**

#### **Eligibility**

1. Membership in Rolling Thunder® is open to anyone with an interest in educating the public regarding the POW-MIA (Prisoner of War-Missing in Action) issue regardless of race, color, creed, sex, or other classification protected by law. All persons must be 18 years of age or older.

#### **Membership Dues**

2. Dues will be set at \$30.00 per year per member with \$20.00 going to National. All membership patches will come from National. Anyone who was a Prisoner of War or a spouse of a Prisoner of War, all Gold Star Mothers and all Medal of Honor (C.M.H.) Recipients will have a free membership in Rolling Thunder®, provided they present legal documentation of their status.

**Date of revision: November 2, 2019**



3. Membership dues are due during the month of February. If a member's dues are not collected within thirty (30) days from the February meeting, the Chapter may terminate that member. Chapters may have yearly membership cards printed for their members, if they desire.

#### **Membership Rights**

4. Every member of the corporation in good standing shall be entitled to one vote on matters to be decided by vote. No absentee ballots will be accepted.

5. Upon request of any member or officer at any meeting, all non-confidential corporate documents and financial books must be made available at the next meeting. Minutes of confidential meetings (i.e. Chapter Board meetings) and confidential disciplinary actions or proceedings are not to be made available, except upon the express written prior approval of National.

6. To remain a member in good-standing, Members-at-Large will also be required to attend at least 3 Veteran related events per year or perform Veteran related services (i.e., visit local VA Hospitals etc.) each year. The member must supply National with proof of these visits.

#### **Military Veteran Members**

7. Any Rolling Thunder® member who is a United States Military Veteran is required to provide to their chapter a copy of his/her DD-214 (notice of separation). The DD-214 will be kept on file with the Chapter for the duration of their membership. In case of a transfer between Chapters, it will be sent to the new Chapter. The Chapter will supply a copy of the DD-214 to the family only. **"Otherwise, the DD-214 will not be copied, shared or scanned into electronic file."** Any United States military veteran who does not turn over a copy of his/her DD-214 to their Chapter will not be permitted to display any pins or patches on their Rolling Thunder® vest or jacket indicating that he/she is a veteran. The pins/patches are to include, but are not limited to, military awards, decorations, unit patches and armed forces insignia. Non-veteran members may not display aforementioned medals, ribbons, military awards, pins, and or patches.

#### **B. Membership Patches and Obligations**

1. All members **May** receive a Rolling Thunder® Membership Boot patch (from their Chapter) when they become a full member at the end of a 120-day period. If a member meets his/her obligations before the 120 days are up they are entitled to receive their Boot patch no earlier than 90 days, provided they meet all other (loyalty and conduct) requirements. A new member must make 3 meetings or events, or a combination thereof, during the 120-day trial period to become a full member. Anyone who joins and does not meet his/her obligation will be terminated from this organization. After a member completes his/her first year (from the day they receive their boot patch) as a member in good standing then they will be issued the Eagle & Rocker, which is the property of National. All members must include their actual physical home address on their application, particularly if a P.O. Box is used for mail. This address must be updated whenever the member changes his/her residence.

2. All new members will give Rolling Thunder® National their Social Security number as security for their organization (Eagle, Rocker & Boot) patch set and \$150.00 for each set of patches. Any member who does not want a set of patches does not have to pay a patch deposit and **will be a non-patch holder member.** All members who receive their patches, Boot, Rocker & Eagle patches will place them on their vest or jacket as directed by National. Everyone will wear their boot patch (which is mandatory) on the front right or left of their vest. All Chapters have patch layout information from National.

**A. As of November 1, 2010,** all new members to an existing Rolling Thunder® Chapter are required to put up a \$150.00 patch deposit. A \$50.00 boot patch deposit is required before the new member receives the boot patch. Before any new member receives their back patch they must pay the balance of \$100.00 patch deposit totaling



**Date of revision: November 2, 2019**

\$150.00. National will hold all new-members deposits made on patches as of November 1, 2010 and thereafter. Any patch deposits that are collected by the chapters prior to the above date will remain with the chapter. No interest will be paid on deposit money. All deposits will be returned when a member's patches are returned.

B) For all new-forming Chapters, chartered after October 1, 2010, each member will be required to put up a \$150.00 patch deposit, which will be treated as above.

3. All members will supply Rolling Thunder® National with their Social Security number and pay a \$150.00 security deposit for their organization (Eagle, Rocker & Boot) patch set. They will receive a boot patch for the 1st year of membership. If they complete the requirements after one (1) year, they will receive the remainder of the Organization's patch set (Rocker & Eagle).

4. Any member who does not want to provide the Organization with their Social Security number and pay \$150.00 security deposit can become a non-patch holder member with National.

5. Except for Chapter patches, which are issued by and remain the property of the issuing Chapter and National, all membership patches will come from National. Any membership patches that are sent to a Chapter for a specific member are intended for that member's use only and the use of no one else. Any patches from a member who has quit, resigned or whose membership has been terminated, will be returned to National with the person (s) name to whom they were issued. Under no circumstances will any such patches be re-issued by a Chapter. Any Chapter that issues a new member a set of patches that was intended for another member will be fined \$150.00 for each occurrence. Any Chapter President (or Officer) who gives a complete patch set or any part of a patch set to anyone other than the intended member, will be held personally and financially responsible for the prohibited transaction. Membership patches issued by National are the property of Rolling Thunder® National.

6. No chapter of Rolling Thunder® shall ever add the letters "MC" to their Rolling Thunder® back patch. This organization is not and never will be a motorcycle club or organization. If a chapter of Rolling Thunder® authorizes a chapter member(s) to wear any type of "MC" or other such territorial patch on the back of their vest /jacket will be fined \$500.00 for the first offense. The second offense will result in termination of the Chapter's charter.

7. The only patches to be displayed above the Rolling Thunder® rocker on the back of the members vest /jacket will be a Veteran Patch or POW-MIA related. There will be no patches displayed in-between the Rolling Thunder® rocker and the eagle. No member of Rolling Thunder® will wear a Patriot Guard/Patriot Guard Rider patch or pin or any other patch referring to an MC on their Rolling Thunder® vest or jacket. No member shall wear any business name or organization name on his/her vest or jacket. No member shall wear any state rocker or strip patch (of the United States) on the back of his/her vest. No member will wear any military patches or pins other than their own which is on their DD-214. Nothing for (Fathers, Mothers, Brothers, Sisters, Sons, Daughters, or anyone else.) You may have in Memory patch for them. No patches with profanity.

8. Any member who wants a second set of Rolling Thunder® back patches is required to send a \$150.00 deposit through their chapter membership Chairperson to National. It is the responsibility of each chapter to keep track of who has two (2) sets of patches. Any Chapter or member who loses a set of Rolling Thunder® Inc. membership patches must pay National \$150.00 for that set of patches.

9. Any member who has two sets of back patches will receive their original deposit from National upon National receiving both sets of back patches to terminate their membership. The security deposit will be returned to anyone who resigns or is removed from Rolling Thunder® because of bad conduct. As provided



elsewhere in this Constitution, no interest will be paid on any security deposit.

10. When a member in good standing has to leave their chapter because of relocation to a new area or state, they shall submit a letter to their current chapter and their new chapter asking to be transferred to a chapter in the area of their relocation. They must also provide a new address and phone number before moving and notify National. Their application will be forwarded to their new chapter by their current chapter after approval by both. The member must turn in their boot patch to their current chapter. In the case of a Chapter closing the above procedure will be followed but National must be notified instead of the Chapter that is closing. There will be no loss of membership if this is completed within 90 days. No transfer will be complete until National is notified. The chain of command will be followed.

11. When a member moves and is going to a State where there is no Rolling Thunder® Organization (Chapter) available or when an available Chapter is more than 65 miles away from their location, the member will then become a member with National and must give a \$150.00 deposit for their patches to their current Chapter to be sent to National. They will need to provide their current chapter with the new address and phone number to be sent to National along with their application and transfer letter. The member must turn in their boot patch to their current chapter or that member may stay with their Chapter.

12. Any member who does not put up a security deposit for their patches must turn in their patch set unless they are an Honorary Member, C.M.H., Gold Star Mother or Ex-Prisoner of War. **When a member leaves a Chapter and turns in his/her patch set/sets the patches must be returned to National within 15 days of receiving them.**

13. Any member who passes away can be buried or cremated with their patches. A family member must approve the member being laid to rest with their patches. Any deposit the Chapter/National has from that member will be returned to the estate of the deceased. If a member has a second set of patches they will be returned to the Chapter. Under no circumstances may a family member (or anyone else) keep the Rolling Thunder®, Inc. organization 3 piece patch set after a member has passed away.

14. Without exception, anyone who resigns from Rolling Thunder® or whose membership is terminated for any reason will return their membership Chapter patch set(s). All legal expenses incurred for the collection of said patch set(s) will be paid by the member.

A) Each Chapter shall be responsible for each set of patches issued to Chapter members are responsible to take every legal means as defined by procedure to collect all patches from members who leave or are terminated from Rolling Thunder® for any reason. If these patches are lost, stolen or a member refuses to turn them in, it is the responsibility of the chapter to pay National \$150.00 for each full set. If any member loses their patches they must pay \$150.00 to the chapter. National shall reimburse the chapter for any set of patches they collect and return. Members are still liable for all court costs and legal expenses. Written patch recovery procedures may be provided by National, and may change from time to time in the discretion of National. If recovery procedures are followed to recover said patches, National may forgive any monies do to National for said patches. The National President and/or the Executive Director may charge the Chapter for any lost patches if they feel the Chapter was not responsible enough in keeping the membership and patches in check. This is not a voting option.

**B) Retrieve Patches:** It is the Chapters responsibility to retrieve all patches. If a member does not renew their dues in a reasonable time, thirty days from the end of February the Chapter President or his appointed representative will collect their patches. Any Chapter that does not retrieve the members patches will be held liable for their cost. Any problems from a delinquent member to collect our property, if needed have a lawyer



send a letter and take them to court (quote the constitution) that a member will pay all court and lawyers fees. The Chapter will pay National \$150.00 per set lost and the members deposit will not be refunded.

**C) Every Chapter that has a significant amount of uncollected patches (chapter membership patch set/s) will not be issued any new patches until all outstanding patches are collected and turned into National. If significant progress is not made within six (6) months, the Chapter President will/can be removed from office at the discretion of National.**

**D) It is the responsibility of the Chapter President to ensure that the "Patch Signature Form" is completed when the Rolling Thunder® Inc. boot / back patches are issued to a member. If the president does not have this form completed then he/she will be held financially responsible for any outstanding patches not accounted for.**

**E) A Rolling Thunder® three piece patch set is worth \$150.00 dollars to National.**

**C. Rules of Conduct**

1. To be a member in good standing, one must:

- a. Attend at least 3 meetings and 3 events per year. (\*See Note Below)
- b. Pay the annual membership dues of \$30.00 per year per member by February, unless exempted by this Constitution.
- c. Abide by the Membership Patch rules.
- d. Remain loyal to Rolling Thunder® in word, deed and action.
- e. Conduct himself or herself in a professional and courteous manner at all times.

\*If meetings are a problem because of work one must donate time to help organize a run, parade, fund-raiser, demonstration, and/or speak at schools each year. Members in the Military are exempt from meetings and events only when they are on Official DUTY, TAD, TDY, DEPLOYED or under PCS orders. If the spouse of Military personnel travels with said member and that spouse is a Rolling Thunder member, in good standing, they will also be exempt from meetings and events until they return to their respective Chapter. At all other times, Military members must attend meetings and events. If deployed, they will remain a member of the Chapter they joined until they return or transfer to another chapter. While on deployment it is the Chapter's responsibility to send their dues to National for the duration of their deployment. It is the responsibility of the member in the Military to keep his/her Chapter updated of any changes in address, duty station or any other contact information. This must be done in order to remain a member in good standing of the Chapter.

2. If a Chapter or member receives any type of information that could be harmful and/or detrimental to Rolling Thunder® they will send all of the information to the National Vice President. At no time will said information be disclosed to anyone until the National Vice President has reviewed it. If such information is found to be damaging to the organization, the National Vice President will then take the appropriate steps.

**D. Disciplinary Matters (Violation of Rules of Conduct)**

1. A member of Rolling Thunder® may be disciplined (i.e. temporary probation or suspension, or termination) for the following violations:

- Failure to attend at least 3 meetings per year;
- Failure to attend at least 3 events per year;
- Failure to pay the annual membership dues by February, unless exempted by this Constitution;
- Failure to abide by the Membership Patch Rules and Obligations as specified in this Constitution;
- Falsification of information submitted to the Chapter and/or Rolling Thunder® National, including, but not limited to, copies of DD-214 (notice of separation) or other legal documentation;



**Date of revision: November 2, 2019**

- Failure to maintain the confidentiality of another member's personal or confidential information will be subjected to disciplinary action. This information includes, but is not limited to social security numbers, matters of discipline, DD-214 information, etc.;
- Failure to abide by Chapter By-Laws;
- Failure to abide by or follow both the letter and the spirit of this Constitution;
- Failure to act in a manner consistent with the mission of Rolling Thunder®;
- Failure to remain loyal to Rolling Thunder® in word, deed or action; or Disorderly or unlawful conduct.

2. The National Executive Director may, in his sole and unfettered discretion, suspend or expel a member for just cause when all reasonable efforts to resolve the situation, incident or charges at the Chapter and State levels have been exhausted and it is found to be in the best interest of the Organization.

3. Any theft, destruction, altering or defacing of Rolling Thunder® property is strictly prohibited, shall be promptly reported to National, by the Chapter President, Vice President, or Board member, and may result in disciplinary action, which will be determined by National.

4. Any Rolling Thunder® member/officer that retains or refuses to turn over any Rolling Thunder® property, under any circumstances, will be pursued with legal action by the Chapter or National. If legal action is required to retrieve said property, said offending members will be responsible for all legal expenses and court costs incurred by all parties involved. National shall be notified, by the Chapter President, Vice President, or both, or a Board member, of any refusal to turn over Rolling Thunder® property.

**MEGANS LAW/CHILD SEXUAL ABUSE**

5. Due to the fact that Rolling Thunder® is an organization whose membership is open to men and women, the following must be carefully followed to protect the minors that are present at meetings and events that are sponsored or hosted by the Organization. If an adult member (man/woman) or even a minor has been charged with a crime relating to sexual assault, sexual abuse or other charges as defined in "Megan's Law," that member will take a leave of absence from their chapter and if an officer, a leave of office. They will also turn in their membership patches until there has been a disposition as to the charges. If the charges have been dismissed the member will then be reinstated as a member in good standing with their patches returned and resume their office, if applicable. If the member is found guilty of the charges, the Chapter will terminate his/her membership.

**E. Resignation, Suspension and Termination of Membership**

**Voluntary Resignation**

1. Anyone wishing to discontinue their membership in Rolling Thunder® may do so by submitting a written notice to the Board of Directors or the Chapter President. An explanation as to why they are leaving would be appreciated. Note that if a member resigns or is terminated for any reason, he or she must return the membership Chapter patch set/sets.

2. Any member that quits Rolling Thunder® because he/she is being brought up on charges may never rejoin the organization. The resigning member will have his/her membership information and resignation kept on file by the Chapter.

**Involuntary Suspension and Termination**

3. By a two-thirds vote of the Board at any regularly constituted or emergency meeting, the Chapter Board of Directors may suspend or expel a member for just cause, upon the request for said suspension or removal by another member. The Board of Directors has the authority and may impose additional requirements and/or



restrictions that coincide with a suspension including, but not limited to, confiscating the individual's organizational patches for the duration of the suspension if it is in the best interest of Rolling Thunder®. All Chapters must refer to page 12: F. Grievance and Appeals Procedure and those procedures must be completed before any suspension and or expulsion are enforced or any other type of penalty or punishment. If the above listed procedure is not completed any "Involuntary Suspension and Termination" is null and void.

4. Anyone whose membership is revoked or anyone who is expelled may not apply for membership in any Rolling Thunder® Chapter (exception may be made for medical reasons only, such as PTSD, Alcohol, or Drug-related problems, and the individual must be currently enrolled in a rehab program). The request for an exception must be made and submitted to the National Vice President for presentation to the Board of Directors of National.

5. Any member that is suspended for just cause may not hold an elected or appointed office in any Rolling Thunder® Chapter.

#### **F. Grievance Process and Appeals Procedure**

Except with the prior written permission of the National Executive Director or as otherwise provided in this Constitution, the grievance process under this Constitution is confidential. Disciplinary complaints shall be handled confidentially by all involved. Proceedings upon a complaint and determinations upon a complaint shall be confidential, except as is strictly necessary to conduct an investigation or conduct other essential Rolling Thunder® business (i.e. a member under suspension who cannot run for elected office under this Constitution cannot be nominated or elected to office; upon receipt of a nomination, it may be necessary for a local chapter to reveal that the nominee is ineligible to run for office due to a "suspended" status).

#### **Filing a Complaint**

1. If an individual member of a Chapter feels that any member of that Chapter has conducted himself or herself in an unacceptable manner or in violation of Article V(F), that individual (the "Complainant") may file a formal written disciplinary complaint with a full statement of facts to the Chapter Chairman of the Board. The formal written complaint must be filed within ninety (90) days from the date of the alleged infraction or incident or from the time a reasonable person would have gained knowledge of the infraction or incident, and must include the Complainant's full name. No reprisal, retaliation or other adverse action will be taken against any individual for making a good faith complaint. Any member found to have retaliated against an individual for making a good faith complaint or for participating in the investigation of a complaint may be subject to disciplinary action up to and including termination of membership. The complaint must be clear and detailed so as to give notice to the Accused of the action(s) complained of and the relief sought.

#### **Penalty for Filing a Dishonest Complaint**

2. All complaints will be taken seriously and will be promptly and thoroughly investigated. Dishonest complaints are against the policy of Rolling Thunder®, and as such, the Chapter and/or National will take appropriate disciplinary action up to and including termination of membership if the investigation demonstrates that deliberately dishonest and bad faith accusations have been made.

#### **Investigation of Complaint**

3. Upon receipt of the formal written complaint, the Chapter Chairman of the Board will make certain that the complaint is sufficiently detailed to give the Accused notice of the action(s) for which the complaint has been filed and distribute copies of the complaint to the Board of Directors, the State Liaison, if any, and the Accused within fourteen (14) days of receipt. (Note, however, that if the Complainant or the individual accused of unacceptable conduct is a member of the Chapter Board of Directors, he or she will not be involved in the grievance process of that particular complaint.) Further, upon receipt of the formal written complaint, the



Chapter Chairman of the Board will notify the individual accused of unacceptable conduct (the "Accused") that a complaint has been filed and that it will be promptly and thoroughly investigated by the Chapter Board of Directors and/or State Liaison, if any. Further, the Chapter Chairman of the Board will notify the Accused of his or her right to be represented by another member of Rolling Thunder® but no member may be represented by an attorney whether a member or not.

4. The Chapter Board of Directors and State Liaison, if any, will then hold a hearing to investigate the complaint within thirty (30) days of receipt of the complaint from the Chapter Chairman of the Board. The State Liaison, if any, or the Chapter Chairman of the Board (if there is no State Liaison), will chair the hearing. The Complainant and the Accused will both be notified at least fourteen (14) days before the date of the hearing that they will have an opportunity and a right to present their arguments and evidence (including possible witnesses) at the hearing. The Chapter Board of Directors and State Liaison, if any, may also require that additional documents be produced at the hearing or that additional witnesses testify at the hearing. To the extent possible, the entire investigation will be conducted in a confidential manner.

5. Within thirty (30) days of the date of the hearing, the Chapter Board of Directors will make a decision by a 2/3 vote regarding the merits of the complaint and regarding the appropriate discipline or action to be taken, if any. (Although the State Liaison will preside over the hearing, he/she will not have a vote.) The Chapter Chairman of the Board will then notify both the Complainant and the Accused, individually, as to the local Chapter's decision.

6. Failing prompt action upon a complaint by a Chapter Board of Directors, any member of the National Board, any National officer, or the State Liaison, if any, may make a complaint about any member within the state directly to the State Judicial Board. Upon receiving such a complaint, the State Judicial Board will review the documents from the local Chapter and may authorize or conduct additional investigation as it deems necessary as provided by the State Judicial Board Rules. Upon the written request of the Complainant, Accused or the Chapter, the confidential State Judicial Board proceedings, if any, may be taped. The State Judicial Board will make a determination by a majority vote within sixty (60) days of receiving the complaint, and will notify both the Complainant and Accused accordingly.

Note, however, that if a member of the State Judicial Board is the Complainant or the Accused, then that member of the State Judicial Board will not have a vote. If the State Liaison is not disqualified from voting (because he/she is the Complainant or the Accused), he/she may cast a tie-breaking vote in the event of a tie vote by the State Judicial Board. If the State Liaison is disqualified from voting (because he/she is the Complainant or the Accused), or if there is no State Liaison, in the event of a tie vote by the State Judicial Board, the National Executive Director, or a National officer appointed as the designee of the Executive Director, shall cast a tie-breaking vote. If the tie-breaking vote is cast by the National Executive Director, or a National officer appointed as his/her designee, there shall be no further appeal and the decision of the National Executive Director, or a National officer appointed as his/her designee, shall be final.

### **Appeal Procedures**

7. If the Complainant or the Accused is dissatisfied with the local Chapter's decision with respect to a disciplinary complaint, that individual may appeal the decision by filing a written notice of appeal to the State Judicial Board within five (5) days of notification of the decision. Upon receiving a notice of appeal, the State Judicial Board will review the documents from the local Chapter and may authorize or conduct additional investigation as it deems necessary. If, in the discretion of the State Judicial Board, a hearing is scheduled, the Complainant and the Accused will both be notified at least fourteen (14) days before the date of the hearing that they will have an opportunity and a right to present their arguments and evidence (including possible witnesses) at the hearing. To the extent possible, the entire investigation will be conducted in a confidential manner.



**Date of revision: November 2, 2019**

Further, upon the written request of the Complainant, Accused or the Chapter, the confidential State Judicial Board proceedings, if any, may be taped.

8. The State Judicial Board will make a determination within sixty (60) days of receiving the notice of appeal, and will notify both the Complainant and Accused accordingly. Note, however, that if a member of the State Judicial Board is the Complainant or the Accused, then that member will not have a vote. Also, if the State Liaison is not disqualified from voting (because he/she is the Complainant or the Accused), he/she may cast a tie-breaking vote in the event of a tie vote by the State Judicial Board. If the State Liaison is disqualified from voting (because he/she is the Complainant or the Accused), or if there is no State Liaison for the Chapter involved, then a tie vote by the State Judicial Board amounts to an affirmation of the Chapter Board of Directors' decision.

9. Except as otherwise provided in this Constitution, if the Complainant, Accused, or State Liaison is dissatisfied with the decision of the State Judicial Board upon a disciplinary complaint, that individual may appeal the determination of the State Judicial Board by filing a notice of appeal to the Executive Director of Rolling Thunder® National, within five (5) days of notification of the State Judicial Board's determination. The Executive Director of Rolling Thunder® National, or another National officer appointed by the National Executive Director as designee, may, in his/her sole discretion, choose to accept the appeal for further review or may decline to review the appeal. If the appeal is declined, then the determination of the State Judicial Board is final and non-appealable.

10. If the Executive Director, or his/her designee, chooses to review and decide the appeal, he/she may conduct an additional investigation and shall review documents and/or tape recordings, if any, of proceedings below. The Executive Director, or his/her designee, will make a determination within sixty (60) days of receiving the notice of appeal. The Executive Director's decision, that of his/her designee, will be final and non-appealable.

**G. Disputes Between Chapters**

1. In the event a dispute arises between Chapters, a Chapter President or the State Liaison may invoke the jurisdiction of the State Judicial Board to decide the matter, by majority vote. Each Chapter involved in the dispute shall be notified at least fourteen (14) days before the date of the hearing, and may present evidence, witnesses and argument in support of the position of the Chapter. Upon written request of a Chapter President or the State Liaison, the proceedings of the State Judicial Board may be taped. A member of the State Judicial Board may not vote in any dispute involving his or her own Chapter. In the event of a tie vote by the State Judicial Board, the State Liaison, if any, may cast a tie-breaking vote unless the dispute involves the Chapter in which the State Liaison is a member.

2. If there is no State Liaison or if the State Liaison is ineligible to vote, in the event of a tie vote by the State Judicial Board, a tie-breaking vote shall be cast by the National Executive Director, or a National officer appointed as the designee of the Executive Director. In all other instances, a Chapter dissatisfied with the decision of the State Judicial Board may, through the Chapter President, appeal to the National Executive Director by filing a written notice of appeal with the Executive Director within thirty (30) days after the decision of the State Judicial Board. Within thirty (30) days after receiving a notice of appeal, the Executive Director, or a National officer appointed as the designee, shall decide the appeal. The Executive Director, or a National officer appointed as the designee, may take and receive additional evidence or may decide the appeal based on the documents presented to the State Judicial Board or a tape recording of its proceedings. The decision of the Executive Director, or a National officer appointed as the designee, shall be final and non-appealable.



## **VI. Officers**

### **A. General Information**

1. Each chapter will have an Executive Board and a Board of Directors. The Executive Board will consist of the following: one (1) President; one (1) Vice President; one (1) Secretary and one (1) Treasurer.

2. The Board of Directors will consist of the following: a maximum of six (6) or no less than four (4) Board of Directors. There will be one (1) Chairman of the Board. A chapter may have one or two alternate Board members to fill-in for illness, absence or termination as decided by the Chapter President. Alternates have no voting power or input at Board Meetings unless an elected board member is not in attendance.

**B. Presidents replacement:** Anyone who holds a Chapter office (when asked by the board of directors) will take the position as Chapter President if the President gets ill, resigns, is removed from office or dies. Anyone who refuses to take the position as Chapter President will turn in their patches and will no longer be a member of Rolling Thunder® then or in the future.

3. The Officers (four total), Chairman of the Board (one total), and Board of Directors (four to eight) are elected positions. Only one (1) family member and or household member is allowed to be on the Board of Directors at the same time, unless there is an approved exemption from National. All Officers and Board of Directors will be elected at the September meeting. Newly elected officers will assume their duly elected office at the end of the September meeting.

4. **A committee for elections** will be formed at the June meeting consisting of two or three members who will take nominations for officers, hand out, collect, and count the ballots after the election. All elections are by secret ballot. Members of the election committee are not eligible to run for any office unless they first remove themselves from the election committee. To be nominated and/or elected for any office, a Chapter member must be a member in good standing for a period of one (1) year or longer. The person must be a full member at the time of the nomination and have earned their patches. The member must also have attended six (6) meetings, prior to nominations, in the past twelve (12) months. If an elected officer wishes to run for a new office he/she must first resign from the office they now hold at the election meeting prior to the vote. One or more of these requirements may be waived by National. **Absolutely no absentee ballots will be permitted. You must be present at time of nominations to accept the nomination.**

A) When a member runs for an Officers/Board Member position within a Chapter, he/she must be qualified for that position and not elected on popularity alone. Also, he/she must be cognizant of the responsibilities of that office and be ready to assume a more senior position of leadership within the Chapter. If at any time he/she refuses to accept the senior position of leadership and instead chooses to transfer from the Chapter, not only will their transfer be denied but their membership will be terminated. This membership decision will be at the ruling of only National.

B) To be **eligible for the position of Chapter President**, a member must have held a Chapter Executive Officer position or been a member of the Board of Directors for 12 months, of a Chapter, prior to being nominated. This does not apply to new forming Chapters. Under special circumstances a waiver may be granted by National.

5. All chapters may form other committees and appoint or accept volunteers as needed to fill said committee. The chapter President shall appoint or ask a member to serve as Committee Chairperson.

6. All Chapter Officers and Board members will be elected to their positions for a period of two (2) years. Chapters will hold elections every year, splitting the elections as described in paragraph 7 and 8.



A) Any Chapter member who is temporarily appointed to a position by the Chapter President, pending election to that position, may be terminated from that position when just cause is found by, and in the sole personal discretion of, the Chapter President. If the appointed position has been held for one (1) year or longer by the person in question, the Chapter President will consult with the Chapter's Executive Officers and the Chairman of the Board before terminating that person from their appointed position. Any appointed position will not be held for Chapter elections and will never be considered an elected position, during the initial year following appointment.

7. The first election will be held for the Vice President, Treasurer, and Chairman of the Board and half of the Board of Directors.

8. The second election will be for the President, Secretary, and the other half of the Board of Directors.

9. All members will be duly notified of elections in their chapter newsletter and by an announcement at the June, July and August meeting. Nominations will be held in July and August only with the elections being held in September unless a waiver (by National) is granted. Only Rolling Thunder® members in good standing are eligible to vote.

10. **If there is a tie vote for an Elected Position, the Executive Officers will vote to break the tie (President, Vice President, Secretary, Treasurer and COB). If the tie is for an Executive Officer, they will not vote. The Board member with the most time on the board will cast the vote.**

**B.) Rules of Conduct**

1. All Chapter Officers and Board members must comply with the general membership rules of conduct under Article V of this Constitution.

2. All Chapter Officers and Board members must not miss three (3) consecutive meetings without a legitimate excuse submitted before each meeting. The excuse should be submitted within a equitable amount of time (24 hrs), whenever possible. Any Chapter officer or board member who misses three (3) consecutive meetings without a legitimate excuse submitted before each meeting will be terminated as an officer of said chapter.

3. The Board of Directors, all officers, members and committee members will serve entirely without compensation. They will be entitled to reimbursement of reasonable and necessary expenses in conducting the business of the chapter.

4. All officers and committee chairpersons will perform their duties in good faith, in the best interest of the corporation and in keeping with the stated mission of Rolling Thunder®.

5. A Director of the corporation will not be held personally liable for monetary damages unless that Director acted in an irresponsible, negligent or criminal manner.

6. The President is the Chief Executive Officer of the Chapter and is in charge of the daily operation of the Chapter. **The Chapter President runs the Chapter meeting and is over the Chairman of the Board.**

7. The Vice President of the Corporation will take the President's place when absent. The Vice President will fulfill all the duties of the President during the President's absence.

8. The Secretary will attend, record all votes and minutes of all meetings and keep the records for the corporation. The Board of Directors meetings and Chapter meetings will be electronically recorded,



summarized, typed and preserved for a period of 18 months as set forth under the "Minutes" subheading of this section.

9. The Treasurer will have custody of all the corporation's funds and securities keeping a full and accurate account of all receipts and disbursements in the corporate ledger. The treasurer will disburse the funds of the corporation as directed by the Board.

10. All checks to members for reimbursement must have a voucher (receipt) for such disbursements. All receipts for reimbursement must be turned in within 90 days. All receipts for reimbursement incurred in November and December must be turned in no later than January 30<sup>th</sup> of the next year. All checks must have two signatures. The Treasurer and President must sign all checks. A third party either the Chairman of the Board or Vice President will be added as determined by the chapter's Board of Directors as an alternate. Any officer that resigns or is voted out must turn over all paperwork, records and Chapter property.

A) In any Chapter, officer signatories (officers that have check signature cards on file at the bank) shall not be from the same family or household. Said signatories are to include the President, Vice President, Treasurer and Chairman of the Board.

11. A Treasurer's Report will be read at all membership meetings and will be voted on for approval (Subject to audit).

12. If the position of any Officer or Director becomes vacant for any reason the Executive Officers and Board of Directors may choose a successor(s) who shall hold that office for the remainder of the term. In the event the Executive Officers and the Board of Directors cannot agree on a replacement a special election will be held, by the Chapter, for that position only. Nominations and the election will be held at the next regularly scheduled Chapter meeting. The Chapter will take appropriate steps to make sure all Chapter members are informed of the special election.

13. No Officer of Rolling Thunder® will hold an elected position in any other POW-MIA or Veterans Organization.

**C.) Removal of a Chapter Officer or Board Member**

1. Any Chapter Officer or Board Member may be removed from office for failure to perform any official duty or obligation as required by his/her office under this Constitution.

2. Any member of a Chapter may request removal from office of a Chapter Officer or Board member by filing a formal written request for such removal with a full statement of facts to the State Judicial Board. No reprisal, retaliation or other adverse action will be taken against any member for making a good faith request for removal from office. Any member found to have retaliated against an individual for making a good faith request or for participating in the investigation of such a request may be subject to disciplinary action up to and including termination of membership. The request for removal from office must be clear and detailed so as to give notice to the Accused Officer of the action(s) complained of.

3. Note that any request for removal of an officer from office will be taken seriously and will be promptly and thoroughly investigated. Dishonest requests for removal of an officer from office are against the policy of Rolling Thunder®, and as such, the Chapter and/or National will take appropriate disciplinary action up to and including termination of membership if the investigation demonstrates that deliberately dishonest and bad faith accusations have been made.



4. In the event of a request for removal from office, for cause, of any elected or appointed Chapter Officer or Board member, the procedure will be as follows:

A) Upon receiving such a formal written request for removal, the Chair of the State Judicial Board will make certain that the complaint is sufficiently detailed to give the Accused Officer notice of the action(s) for which the request has been made and distribute copies of the request to the members of the State Judicial Board and the Accused Officer within fourteen (14) days of receipt. (Note, however, that if the Complainant or the Accused Officer is a member of the State Judicial Board, he or she will not be involved in the determination of that particular request.) Further, upon receipt of the formal written request for removal, the Chair of the State Judicial Board will notify the Accused Officer that a request for removal has been filed and that it will be promptly and thoroughly investigated by the State Judicial Board. Finally, the Chair of the State Judicial Board will notify the Accused Officer of his or her right to be represented by another member of Rolling Thunder® but no officer may be represented by an attorney whether a member or not.

B) The State Judicial Board will then hold a hearing to investigate the request for removal within thirty (30) days of receipt of the request from the Chair of the State Judicial Board. The Complainant and the Accused Officer will both be notified at least fourteen (14) days before the date of the hearing that they will have an opportunity and a right to present their arguments and evidence (including possible witnesses) at the hearing.

The State Judicial Board may also require that additional documents be produced at the hearing or that additional witnesses testify at the hearing. To the extent possible, the entire investigation will be conducted in a confidential manner. Upon the written request of the Complainant, Accused or the Chapter, the confidential State Judicial Board hearing may be taped.

C) The State Judicial Board will make a determination by a majority vote within sixty (60) days of receiving the request for removal, and will notify both the Complainant and Accused Officer accordingly. Again note, however, that if a member of the State Judicial Board is the Complainant or the Accused Officer, then that member of the State Judicial Board will not have a vote. If the State Liaison is not disqualified from voting (because he/she is the Complainant or the Accused), he/she may cast a tie-breaking vote in the event of a tie vote by the State Judicial Board. If the State Liaison is disqualified from voting (because he/she is the Complainant or the Accused), or if there is no State Liaison, in the event of a tie vote by the State Judicial Board, the National Executive Director, or a National officer appointed as the designee of the Executive Director, shall cast a tie-breaking vote. If the tie-breaking vote is cast by the National Executive Director, or a National officer appointed as his/her designee, there shall be no further appeal and the decision of the National Executive Director, or a National officer appointed as his/her designee, shall be final.

D) Except as otherwise provided in this Constitution, if the Complainant or the Accused Officer is dissatisfied with the decision of the State Judicial Board upon a request for removal from office, that individual may appeal the determination of the State Judicial Board by filing a notice of appeal to the Executive Director of Rolling Thunder® National, within five (5) days of notification of the State Judicial Board's determination. The Executive Director of Rolling Thunder® National, or another National officer appointed by the National Executive Director as designee, may, in his/her sole discretion, choose to accept the appeal for further review or may decline to review the appeal. If the appeal is declined, then the determination of the State Judicial Board is final and non-appealable.

If the Executive Director, or his/her designee, chooses to review and decide the appeal, he/she may conduct an additional investigation and shall review documents and/or electronically recordings, if any, of proceedings below. The Executive Director, or his/her designee, will make a determination within sixty (60) days of receiving the notice of appeal. The Executive Director's decision, that of his/her designee, will be final and



5. If a Chapter Officer or Board Member is removed from office under this Constitution, the State Liaison may appoint a replacement for the remainder of the term.

6. Any officer that has been removed from his/her office may not be elected or appointed to an office in any Rolling Thunder® Chapter.

7. Any officer that resigns from his/her position because he/she is being brought up on charges may never run for any office and/or be appointed to any Rolling Thunder® office or position. Any officer that quits Rolling Thunder® because he/she is being brought up on charges may never rejoin the organization. The resigning officer will have his/her membership information and resignation kept on file by the Chapter. Any officer that has resigned his/her position may run for an office providing the resignation was to run for a different office within the chapter. If the resignation from office was for any other reason it must be submitted to National for approval, in writing and signed. No other format will be accepted.

## **VII.**

### **A. Chapter Meetings**

1. Membership meetings will be held once a month. The officers and the members of each chapter will agree upon location and date of the monthly meeting.

2. A meeting of members duly called will not be organized for the transactions of business unless a quorum is present. The presence, in person, of seven (7) members entitled to vote will constitute a quorum at all meetings.

3. The purpose of the Chapter Membership Meeting is to discuss and vote on payment of the Chapter expenses, any expenditures other than the normal operating expenses, any motions approved by the Board of Directors and any other business pertinent to the operation of the Chapter.

### **B. Minutes**

Minutes of every Chapter membership meeting and every Board of Directors meeting will be taken. Chapter Membership Meetings will be electronically recorded, typed, and read at the next General Membership Meeting for approval by the membership. Board of Director Meeting minutes are confidential and will only be read at the next Chapter Board of Director's Meeting for approval by the Directors. A draft of the membership meeting minutes will be available to the membership within 14 days (maximum) of the previous meeting. The electronically recorded minutes of every membership meeting and Board meeting will be kept on file with each Chapter for 18 months. If the Chapters charter is terminated, for any reason, the recordings will be turned over to National. National may request the recordings at any time for review.

### **C. Board Meetings**

1. The purpose of the Chapter Board Meeting is to discuss and approve all Chapter procedures, events, expenditures and any other business pertinent to the operation of the Chapter. Approval of the presented matter is voted on by the Board of Directors. Only members of the Board of Directors are permitted to vote at Board Meetings. The Chairman of the Board votes only in case of a tie. All voting members must be members in good standing of the Chapter. All Board of Directors meetings are closed to the public and all Chapter members, unless an individual (s) has been requested to appear before the Board of Directors by the Chapter President and/or Chairman of the Board. At all times confidentiality will be observed at Board meetings.

2. There will be no less than four (4) Board of Directors meetings per year.



**3. All board meetings will be called by the Chapter Chairman of the Board. A ten (10) day notice will be given to all Board members and Executive officers. (Approved 11/5/2016)**

## **VIII. FINANCES AND DONATIONS**

1. The Board of Directors must discuss all donations to be given out before they are brought up on the floor at a general membership meeting.
2. Each chapter may decide on the number of POW-MIA flags to be donated to an individual or organization.
3. The Corporation may accept contributions from the general public, including their members, other non-profit organizations, business corporations, partnerships, proprietorships and any governmental organization. Rolling Thunder® is a 501C-(4) non-profit chartered organization.
4. The Chairman of the Board from each chapter will ensure that an audit of the chapter's financial records is conducted at least once a calendar year, with the results of the audit sent to the Vice President of Rolling Thunder® National and the National Reports Officer. A Chapter may conduct an audit, as often as they feel is needed to ensure the integrity of the chapter's finances.

## **IX. NATIONAL**

### **A. National Elections and Officers**

1. The Executive Officers (President, Vice. President, Secretary & Treasurer) of National Rolling Thunder® must live in the State of New Jersey and be a member in good standing. The residency requirement may be waived, in certain circumstances, by the National President, Vice President and the Chairman of the Board.
2. Any member, who wants to run for an elected Executive Officer position must have made nine (9) meetings during the year prior to nominations.
3. The National Chairman of the Board and the Board of Directors must be a member in good standing of National and have made nine (9) meetings prior to nominations in the past twelve (12) months.
4. The National Executive Officers, Chairman of the Board and the members of the Board of Directors will hold their office for a period of four (4) years.
5. The Executive Officers of National must be bonded for \$100,000. National can require the Chairman of the Board and the Board of Directors to be bonded.
6. If an elected official wishes to run for a new office he/she must first resign from the office they now hold at the election meeting prior to the vote.
7. We will hold elections every two (2) years. The first election will be held for the Vice President, Treasurer, Chairman of the Board and three (3) Board of Directors.
8. Two years later we will hold elections for the President, Secretary, and three (3) Board of Directors.
9. An alternate member to the Board of Directors will be appointed by the chapter president. An alternate can only participate when acting as a board member.



10. All Officers, Board members and alternates of National are required to supply their social security number for our records.
11. An alternate Board member can be removed by the President, Vice President and the Chairman of the Board.
12. As of February 20, 2005 all new National members will put up a \$150.00 deposit for their (three piece) patches. A \$50.00 deposit before a member receives their boot patch and \$100.00 deposit before they receive their rocker and eagle back patch. Deposit is refundable when a member returns their patches if said member quits or membership is terminated. A second set of patches will also require \$150. deposit. Any member in good standing that passes away will be buried with one set of patches. The second set will be returned to National. Their deposit will be returned to their family.

**B. Removal of a National Officer or Board Member**

1. Any State Liaison, National Officer or National Board Member may request removal from office of a National Officer or National Board Member for failure to perform any official duty by filing a formal written request for such removal with a full statement of facts to the Chairman of the Board of National. No reprisal, retaliation or other adverse action will be taken against any State Liaison, National Officer or National Board Member for making a good faith request for removal from office. Any member found to have retaliated against an individual for making a good faith request or for participating in the investigation of such a request may be subject to disciplinary action up to and including termination of membership. The request for removal from office must be clear and detailed so as to give notice to the Accused National Officer of the action(s) complained of.
2. Note that any request for removal of an officer from office will be taken seriously and will be promptly and thoroughly investigated. Dishonest requests for removal of an officer from office are against the policy of Rolling Thunder®, and as such, the Chapter and/or National will take appropriate disciplinary action up to and including termination of membership if the investigation demonstrates that deliberately dishonest and bad faith accusations have been made.
3. In the event of a request for removal from office, for cause, of any elected or appointed National Officer or National Board Member, the procedure will be as follows:
  - A) A National Judicial Board may be set up by the Chairman of the Board of National, consisting of five (5) members: (1) Chairman of the Board of National and four (4) delegates selected from existing chapters. None of the members of the National Judicial Board shall be from the Chapter requesting the removal of the National Officer to insure impartiality.
  - B) Upon receiving such a formal written request for removal, the Chairman of the Board of National will make certain that the complaint is sufficiently detailed to give the Accused National Officer notice of the action(s) for which the request has been made and distribute copies of the request to the members of the National Judicial Board and the Accused National Officer within fourteen (14) days of receipt. (Note, however, that if the Complainant or the Accused National Officer is a member of the National Judicial Board, he or she will not be involved in the determination of that particular request.) Further, upon receipt of the formal written request for removal, the Chairman of the Board of National will notify the Accused National Officer that a request for removal has been filed and that it will be promptly and thoroughly investigated by the National Judicial Board. Finally, the Chairman of the Board of National will notify the Accused National Officer of his or her right to be represented by another member of Rolling Thunder® but no officer may be represented by an attorney whether a member or not.



C) The National Judicial Board will then hold a hearing to investigate the request for removal within thirty (30) days of receipt of the request from the Chairman of the Board of National. The Complainant and the Accused National Officer will both be notified at least fourteen (14) days before the date of the hearing that they will have an opportunity and a right to present their arguments and evidence (including possible witnesses) at the hearing. The National Judicial Board may also require that additional documents be produced at the hearing or that additional witnesses testify at the hearing. To the extent possible, the entire investigation will be conducted in a confidential manner. Upon the written request of the Complainant, Accused National Officer or the Chapter, the confidential National Judicial Board hearing may be taped.

D) The National Judicial Board will make a determination by a majority vote within sixty (60) days of receiving the request for removal, and will notify both the Complainant and Accused National Officer accordingly. Again note, however, that if a member of the National Judicial Board is the Complainant or the Accused National Officer, then that member of the National Judicial Board will not have a vote.

E) If the Complainant or the Accused National Officer is dissatisfied with the decision of the National Judicial Board upon a request for removal from office, that individual may appeal the determination of the National Judicial Board by filing a notice of appeal to the Executive Director of Rolling Thunder® National, within five (5) days of notification of the National Judicial Board's determination.

The Executive Director of Rolling Thunder® National, or another National officer appointed by the National Executive Director as designee, may, in his/her sole discretion, choose to accept the appeal for further review or may decline to review the appeal. If the appeal is declined, then the determination of the National Judicial Board is final and non-appealable. If the Executive Director, or his/her designee, chooses to review and decide the appeal, he/she may conduct an additional investigation and shall review documents and/or tape recordings, if any, of proceedings below. The Executive Director, or his/her designee, will make a determination within sixty (60) days of receiving the notice of appeal. The Executive Director's decision, that of his/her designee, will be final and non-appealable.

4. If a National Officer or National Board Member is removed from office under this Constitution, the National Executive Director may appoint a replacement for the remainder of the term.

5. Any National Officer that has been removed from his/her office may not be elected or appointed to any office in any Rolling Thunder® Chapter.

6. Any National Officer that resigns from his/her position because he/she is being brought up on charges may never run for any office and/or be appointed to any Rolling Thunder® office or position. Any officer that quits Rolling Thunder® because he/she is being brought up on charges may never rejoin the organization. The resigning officer will have his/her membership information and resignation kept on file by the Chapter. Any National Officer that has resigned his/her position may run for an office providing the resignation was to run for a different office. If the resignation from office was for any other reason it must be submitted to National for approval, in writing and signed. No other format will be accepted.

### **C. Legal Expenses**

Any Rolling Thunder® member/officer that retains or refuses to turn over any Rolling Thunder®, Inc. property, under any circumstances, will be pursued with legal action by the Chapter or National. If legal action is required to retrieve said property, said offending members will be responsible for all legal expenses and court costs incurred by all parties involved.



**D. National Executive Director of Rolling Thunder,® National**

The Executive Director shall oversee the Operation of the Organization and its membership in its entirety. Artie Muller will be the National Executive Director of Rolling Thunder,® Inc. for life or until which time he/she chooses to surrender their position. At that time the National Executive Director and assistant position will terminate. The National Executive Director has the right to appoint an aide to assist him, however, this position imparts no authority or power relating to the operation of Rolling Thunder® National and its Chapters.

The National Executive Director shall have the power over the entire Organization and shall have the authority to veto anything that may hurt or change the structure or mission of Rolling Thunder®. The National Executive Director will have voting privileges and will attend all Board of Director meetings.

A fourth party, the Executive Director, has the authority to be the second signature on all checks. Approved by the National Board of Directors.