

## REPORT OF THE CONSTITUTION COMMITTEE

TO: Board of Directors of the Collie Club of America, Inc.

FROM: Constitution Committee: Collie Club of America, Inc.:  
Jeffrey S. Tallackson, Chair  
Jacqueline Caruso  
Michael Esch  
Gayle Kaye  
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DATE: September 12, 2014

RE: Collie Club of America, Inc.—Membership Application and Reinstatement Forms

The Constitution Committee (the “*Committee*”) of the Collie Club of America, Inc. (the “*Club*”) was assigned and has undertaken the task of reviewing the drafts of revisions of the Club’s Membership Application (CCA membership application 6<sup>th</sup> Draft – final.docx, the “*Application*”) and Reinstatement Form (cca reinstate form final 9.8.2014 docx, *the “Reinstatement Form”*) each as sent to the Committee’s Chair by Jane Clymer on September 9, 2014. The Committee’s comments follow.

The Application and the Reinstatement Form include in **Part 1: Application for Membership/Re Instatement** [*sic*: should be **Reinstatement**] of **Membership** a statement that “dues are due and payable on or before February 1<sup>st</sup> of each calendar year”. That statement is incorrect; the Bylaws, in ARTICLE 1, SECTION 7, provide that “Dues for the ensuing year shall be due and payable on January 1<sup>st</sup>”. The February 1<sup>st</sup> date is the default date upon which a member’s membership is to be automatically dropped. The two forms should be revised accordingly.

The Application and the Reinstatement Form include in **Part 1** an agreement by the applicant “to the best of my ability to abide by the Bylaws . . .”. The provenance or intent of the “to the best of my ability” clause is unknown to the Committee, but it is the Committee’s view that it is inappropriate and should be deleted. The Bylaws themselves provide in ARTICLE I, SECTION 3. ELECTION TO MEMBERSHIP, that the membership application form “shall provide that the applicant agrees to abide by this Constitution and Bylaws, the Club’s Code of Ethics and the rules of the American Kennel Club.” Language that qualifies a member’s obligation to comply with the Bylaws could raise serious questions as to what constitutes a violation and implicitly may also suggest that the member’s obligation to comply with the Code of Ethics is in some manner qualified by the “best of [the member’s] ability”. The implicit qualification of Code of Ethics compliance is inconsistent with **Part 3: Signature** of the Application and the Reapplication Form, which provide that the applicant(s) will “abide” (in the Application) or “abide/comply” (in the Reinstatement form) with the Code and with the text of the Code itself which says in item 13 that a member by the act of joining “shall signify their acceptance of this Code in its entirety”. The Committee views that as a potentially serious problem both for the Club’s reputation and for its ability to prosecute disciplinary proceedings successfully. Compliance with the Bylaws Code of Ethics is mandatory and should not be qualified.

The agreement language in **Part 3. Signature**, of the Application and the Reinstatement Form should be conformed. No reason appears why the Application provides for an agreement to “abide by the Constitution and Bylaws, the Club’s Code of Ethics and rules of The American Kennel Club” (which complies with the Bylaws requirement) while the Reinstatement Form provides for an agreement only to “abide/comply with the Code of Ethics of the Collie Club of America, Inc.” (which does not comply with the Bylaws requirement). The Reinstatement Form should contain the same agreement as the Application.

The second sentence in **Part 3** of the Application provides that “Applicant agrees . . .”. Consistent with the first sentence and because joint memberships are permitted, the Committee believes that should be changed to read “I/We agree . . .”.

The Bylaws in ARTICLE I, SECTION 3 contemplate that a member’s occupation should be on the form; since a joint member is a member, the Committee wonders whether there should be a space for disclosure of a joint member’s occupation.

**Part 4: Fees** of the Application refers to the “Spouse’s name” in the two provisions regarding conversion of single membership to joint membership. That is inconsistent with the Bylaws, which in ARTICLE I, SECTION 2 require only that joint members be 18 years of age or older “officially residing at the same address.” There is no requirement that joint members be married and the Committee suggests that the language be changed to “Joint member’s name will be voted on . . .”.

The Application states at the end of **Part 4. Fees**, that “A lapse in dues payments over 5 years – member will have to go through Membership Application process.” The Committee believes that may be an appropriate requirement (but perhaps a shorter period might be more appropriate) but is unaware of the provenance of that provision, which does not appear in the Bylaws (see ARTICLE I, SECTION 5. REINSTATEMENT OF MEMBERSHIP). The Committee is accordingly concerned that the requirement might be open to question.

Since the content of the two forms is quite similar, the Committee wonders whether it would it make sense to combine them into a single form with appropriate different parts for original and reinstatement applications. This might be more efficient and reduce the risk of inconsistency when there are revisions.