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**ROLLING THUNDER ®, INC. CONSTITUTION  
DECEMBER 10, 1995**

**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 THAT WE ARE WORKING ON. 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 ITS 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. CHAPTERS MAY HAVE ADDENDUM BY-LAWS FOR THEIR CHAPTER ONLY.**

**REVISED: 11/9/2008**

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

## **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 deliberate review, that the said change could be detrimental to Rolling Thunder®.

## **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 20 members, including officers.

## **Chapter Reports and Financial Reports**

5. 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.

6. 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:

1. First Offense: \$100 Fine
2. Second Offense: \$250 Fine
3. Third Offense: the chapter will be suspended for a period of time determined by the Vice President of National.

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

#### **Insurance**

7. 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).

#### **Patches/Logos**

8. Each chapter must have their own logo without infringing on any other chapter, organization or copyright, to be used on stationery and custom items they sell at fund-raisers. It is the responsibility of each chapter to perform a copyright search on their proposed logo. A logo must be in good taste and not discriminate against any race, color, creed or sex. Before being put into use, National must receive a copy of the chapter's logo for approval. **The use of the National logo is strictly prohibited at all times except on an Authorized Chapter**

#### **Run Flier.**

#### **State Chapter/Director**

9. 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 all federal and state non-profit laws. When a State has more than three (3) Chapters, National will appoint a State Director/Coordinator for that State. Once a State requires a State Director, 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 disposition of the first State Director. After the first term (appointed), normal election procedure for a State Director will be followed.

#### **The State Director/Coordinator**

A) Will be responsible for overseeing the Chapters in his/her State;

B) Will try to correct Chapter problems at the local level, if this cannot be accomplished at the chapter level, then he/she will convene a State Board consisting of the Chapter Presidents from the remaining Chapters in that State (THE CHAPTER INVOLVED IS EXCLUDED). The decision of the State Board is absolute and final. See State Directors Judicial Board Document / Approved by National Board of Directors.

C) The State Director will have the decisive authority in the state, over the conduct of all Chapter officers and members. (See State Directors Job Description Document / Approved by National Board of Directors. 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 Director/Coordinator 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) When a State Director 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 deliberate consent and approval of the Executive State Director.

E) If a State Director deems it necessary he may select an Assistant State Director. The person selected as the assistant must be approved by the Senior State Director and the National Vice President. The "Assistant State Director" 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 State Director will hold the position for a period of two (2) years following his/her appointment. Upon completion of the original term, the State Director will convene a State Board consisting of all Chapter Presidents of that state. The board's purpose will be to re-elect the present Director or to elect a new Director (with the approval of National inclusive). Once the Director is appointed or elected to the position, Chapter 1 in that State is no longer responsible for overseeing said Chapters.

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

11. When a state has a State Director/Coordinator each Chapter in that state shall be responsible for defraying the expenses (travel and lodging only - within reason) for the State Director/Coordinator to attend the yearly Rolling Thunder® National Conference. The cost will be divided equally between the Chapters of that state. If a Chapter lacks the finances to pay their share, the State Board will draft an acceptable division. The Director will submit an invoice following the conclusion of the conference to his/her State Board for approval of the allowed expenses incurred (original receipts must accompany the invoice). Upon approval, the State Director will be responsible to initiate reimbursement. This task must be completed within forty-five (45) days from the conclusion of the Conference.

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

12. Any Chapter member who is appointed to a position by the Chapter President may be terminated from that position when just cause is found by 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.

#### **Chapter By-Laws**

13. Any by-laws created by a Chapter of Rolling Thunder® will first be approved by the Board of Directors of that Chapter. Upon the Boards approval, the proposed by-law will be read at three consecutive general membership meetings. The general membership of that Chapter will vote on the proposed by-law after the third reading.

14. If the by-law is approved by the membership, it will be sent to the National Vice President. Upon receipt of the by-law the National Vice President will present it to the National Executive Officers and Board of Directors for their review. If the proposed by-law is approved by National, then the submitting Chapter will be advised that they may institute the by-law immediately. At no time will the by-laws of a Chapter supersede or circumvent Rolling Thunder's® Constitution.

#### **No Alcoholic Beverage Policy**

15. 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 meeting.

16. Rolling Thunder® will not tolerate public intoxication by any member while wearing Rolling Thunder® patches under any circumstances.

#### **Coordination of Rolling Thunder® Events**

17. 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.

#### **Annual Memorial Day Weekend Event**

18. No chapter in the continental United States of America will have an event or run on the same weekend as

the Memorial Day Weekend “Ride for Freedom” sponsored by National in Washington, D.C. The Rolling Thunder® Memorial Day Weekend event will be run by Artie Muller until he no longer requests it. At that time the responsibility will be passed to the President of National.

19. Some members from all chapters attending must help organize National’s annual Memorial Day Weekend event in Washington, D.C.

20. No Chapter of the Organization will have any product of any type i.e., shirt, hat, bandanna, pin, etc. made that would refer to indicate or imply that it is being sold at the annual Rolling Thunder® Memorial Day Weekend event, specifically, as an official event product, without the express written permission of the National President or Vice President. In the event a chapter has a product made specifically for said event without authorization, the product will be confiscated by National and any profits from the sale of these items will be used for the needs of veterans in the VA Hospitals.

#### **Promotion and Sales**

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

22. 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.

#### **Suspension of Chapter Charters**

23. National has the right to revoke, suspend or to place for a designated period of time the charter of any chapter if it is revealed, 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.

24. Any Chapter closing or being closed by National will turn over all and any monies 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 one of that State after the closing of said Chapter. Chapter one 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 Director, he/she will work with Chapter one throughout the entire process.

#### **National Conference**

25. 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.

#### **26. It Is Mandatory For At Least One Chapter Officer To Be At The National Conference.**

27. 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 Directors within the next thirty (30) days, total 120 days .

#### **Membership**

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 or sex. All persons must be 18 years of age or older.

### **Honorary Membership**

2. Anyone who was a Prisoner Of War, their wife or husband, Gold Star Mothers and Medal of Honor (CMH) Recipients will have a free membership in Rolling Thunder® provided they present legal documentation of their status.

### **Membership Dues**

3. Dues will be set at \$30.00 per year per member with \$20.00 going to National. All membership patches will come from National.

4. 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.

### **New Membership Requirements**

5. All members will receive a Rolling Thunder® Membership Boot patch (from their Chapter) when they become a full member at the end of a 120-day trial 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. (EFFECTIVE 10/1/01)

6. All new members will give Rolling Thunder® National their Social Security number as security for their organization (Eagle, Rocker & Boot) patch set.

7. New Members-at-Large 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 Member-at-Large Boot Patch for the 1st year of membership. If they complete the Member-at-Large requirements after one (1) year, they will receive the remainder of the Organizations patch set (Rocker & Eagle). Existing Members-at Large will be required to return their current Boot Patch to National for a new one on demand. Non-compliance will result in termination of their membership and retrieval of their complete patch set.

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

### **Military Veteran Members**

9. 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. 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, as described, unless designated as "In Memory Of/In Honor Of" or display any U.S. Military medals, ribbons, military awards, pins and/or patches that they did not earn.

## **Membership Patches**

10. All membership patches will come from National. Any membership patches that are sent to a Chapter for a specific member are intended for that members use only and 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 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 are the property of Rolling Thunder National.**

11. 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 territorial patch on the back of their vest /jacket, they will be fined \$500.00 for the first offense. The second offense will result in termination of the Chapter’s charter.

12. Any chapter of Rolling Thunder® may have their chapter logo made into a patch for its members 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.

13. 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 over or between the Rolling Thunder® Rocker and Eagle. No member shall wear any state rocker or strip patch (of the United States) on the back of his/her vest.

14. 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.

15. Any member who has two sets of back patches will receive there 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. We will not pay interest on any security deposit.

16. 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 booth patch to their current chapter.

17. 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-at-large 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.

18. 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.

19. 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 has from that member will be returned to the family of the deceased. If a member has a second set of patches they will be returned to the Chapter.

20. 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 new members whose applications are dated January 1, 2006 or later. Chapters 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 shall be provided by National. If recovery procedures are followed to recover said patches, National may forgive any monies due to National for said patches. See (patch retrieval) procedure not in constitution.

B) 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 in to National. If significant progress is not made within six (6) months, the Chapter President will be removed from office at the discretion of National.

### **Member-in-Good-Standing - Criteria**

21. To be a member in good standing one must make no less than 3 meetings and 3 events per year. 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 Chapters responsibility to send their dues to National for the duration of their deployment.

22. In regard to loyalty and conduct requirements, if a member is not loyal to Rolling Thunder® in word, deed or action, or does not meet the membership attendance requirements, the member can be terminated.

23. Anyone who does not comply with the membership requirements stated in this section and throughout this Constitution will be terminated from this organization.

### **Suspension/Termination of Membership**

24. 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.

25. The Board of Directors may suspend or expel a member for just cause, upon the request for said removal or suspension by another member, and by a two-thirds vote of all members of the Board at any regularly constituted meeting (See Robert's Rules of Order). Roberts Rules of Order will only apply to areas not covered by the Constitution of Rolling Thunder®. 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 the best interest of Rolling Thunder®.

26. 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.

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

28. Any officer that has resigned from his/her office may run for an office providing that his/her resignation was for health, job, family matters, to run for a different office, or for the well-being of the Chapter.

29. Any member that is suspended for just cause may not hold an elected or appointed office in any Rolling Thunder® Chapter for one year after the completion of the suspension.

30. National has the right to revoke, suspend or to monitor for a designated period of time, the membership of any person, if it is found that the individual is not conducting business or themselves in an orderly and lawful fashion.

31. National may suspend or expel a member for just cause when all efforts to resolve the situation, incident or charges have been exhausted and it is found to be in the best interest of the Organization.

32. 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.

33. Anyone who inappropriately discloses another member's personal or confidential information will be subjected to disciplinary action. This information includes, but not limited to social security numbers, DD-214 information, etc. Action taken may be probation, suspension or termination from the organization.

### **Membership Rights**

34. Every member of the corporation in good standing shall be entitled to one vote. No absentee ballots will be accepted.

35. Upon request of any member or officer at any meeting, all corporate documents and financial books must be made available at the next meeting.

36. A Member-at-Large membership will be available to a member who has no Chapter within 65 miles. A Member-at-Large must attend Rolling Thunder®, Inc. events to keep their patches. A Member-at-Large must attend the run in Washington, D.C. Memorial Day weekend. They must also perform various duties during that weekend, to be assigned by National or an authorized representative. Duties may include but are not limited to working at the specified staging area, the Candlelight Vigil or Security. 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.

**Membership Grievance Process & Resolution (Section Rewritten 4-17-2005)**

37. All allegations and complaints of a member and/or officer accused of conduct unacceptable to the chapter or that violate community standards will be handled in the following manner using the outlined Chain of Command. The complaint will be refused and the complainant will be disciplined (up to and including termination) if the Chain of Command is not followed throughout this process. The only exception to the Chain of Command is if an officer or director is directly involved in the complaint, that person only will be left out of the process. The complainant has 90 days from the date of the infraction to file the complaint. Anything over 90 days is null and void.

38. The first link in the Chain of Command is at the local Chapter. The person(s) making the accusation must submit the complaint in writing with a full statement of facts to the Chapter Chairman of the Board, President and Vice President. No complaint will be accepted if the person(s) making the accusation refuses to supply their name(s). The chapter Board of Directors will handle the complaint and keep it in confidence.

39. If an officer or board member of the Chapter is involved, the Chairman of the Board will meet with the remaining Board of Directors and determine if it is in the best interest of the Chapter to have that officer take a leave of absence. If the individual decides to take a leave, National will accept their leave until the matter can be investigated and determination is made. At that time there will be an announcement to the membership if requested by the party or parties accused or keep it confidential if it is determined that it is in the best interest of Rolling Thunder®.

40. After all elements to resolve a complaint at the local level are exhausted; all complaints about a chapter or member that cannot be resolved on a local level will be forwarded to the next link in the chain of command who will function as the arbitrator. For states with a State Director, the Director will arbitrate. In all other states, the Vice President of Rolling Thunder® National will be the arbitrator.

41. The Chapter Officers will send to the Arbitrator via Certified Mail, the results of their investigation and any other supporting documents as to the action taken including the original signed complaint letter. Once the complaint is received the individuals involved in the complaint will deal only with the designated Arbitrator on this issue, keeping the matter confidential. Any violation of this provision will result in disciplinary action against the offending individual. The only exception is a complaint about the Vice President of Rolling Thunder® National; the National President will arbitrate such a complaint.

42. After determining that the complaint is valid, the Arbitrator will determine, if necessary, that any and all persons involved in the complaint are to appear before him / her on demand (location to be determined at that

time) for final disposition of said complaint. Any expenses occurred by the complaining Chapter or members or other parties involved will be the responsibility of that Chapter. The said chapter will pay for any expenses incurred by the Arbitrator.

43. The Arbitrator will advise the Senior State Director, Vice President, President and Chairman of the Board of Rolling Thunder® National of the complaint and keep them apprised of the status of the problem. If the Arbitrator cannot obtain a resolution that is acceptable to the parties involved, then he/she will file a detailed report of his/her recommendation for final resolution with the Vice President and Chairman of the board of Rolling Thunder® National. The decision will be absolute and final.

44. 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.

45. Any destruction, altering or defacing of Rolling Thunder® property is strictly prohibited and may result in disciplinary action, which will be determined by National.

**Legal Expenses/Approved by National Board of Directors 08/15/2004**

46. 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.

**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.

**Minutes**

4. Minutes of every Chapter membership meeting and every Board of Directors meeting will be taken. They will be tape-recorded, typed, and read at the next meeting for approval by the membership. The tape-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 tapes will be turned over to National. National may request the tapes at any time for review.

**Board Meetings**

5. 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.

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

7. Regular Board meetings will be called by the Chapter President only. A ten (10) day notice will be given to all Board members and Executive officers.

#### **Executive Board**

8. 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.

#### **Officers**

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 eight (8) 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.

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/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. 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 and must be present at the meeting to accept the nomination. The person must be a full member at the time of the nomination and have earned their patches. 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.

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.

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 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. 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.
11. 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®.
12. 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.
13. The President is the Chief Executive Officer of the Chapter and is in charge of the daily operation of the Chapter.
14. 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.
15. 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 tape-recorded, summarized, typed and preserved for a period of 18 months as set forth under the "Minutes" subheading of this section.
16. 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.
17. 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.
  - 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.
18. A Treasurer's Report will be read at all membership meetings and will be voted on for approval (Subject to audit).

19. 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.

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

21. Any 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. The excuse should be submitted within a equitable amount of time (24 hrs), whenever possible.

22. Removal of an Officer in the event a request for removal, for cause, of any elected Officer or Board member of a chapter is made, the procedure will be as follows: Roberts Rules of Order only apply to areas not covered by the Constitution of Rolling Thunder® Inc.

A) A 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 whom shall be from the chapter requesting the removal of the officer to insure impartiality. In the event that it is not feasible or practical to set up a Judicial Board (as described above) the National Vice President shall determine what the appropriate agenda will be and that decision will be conclusive.

B) See Robert's Rules.

C) The decision of this Judicial Board shall be absolute and final.

**National Executive Director of Rolling Thunder,® National (Effective 10/17/2004)**

23. 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 chooses to surrender the 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 forth party the Executive Director has the authority to be the second signature on all checks. Approved by the National Board of Directors. Adopted 2/19/2006

**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.

### **NATIONAL ELECTIONS**

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. 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.

### **National: Legal Expenses**

#### **Approved by National Board of Directors 08/15/2004**

13. 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.