

# **GUILD BYLAWS AND AMENDMENTS**

## **HIGH POINT QUILT GUILD**

### **BY LAWS**

*Established January 12, 2012*

#### **MISSION STATEMENT**

***The High Point Quilt Guild operates as an educational, charitable, and historical organization; promoting quilting and fiber arts in all its forms and contexts.***

#### **ARTICLE I -- NAME**

This group will be known as the High Point Quilt Guild herein referred to as "the Guild."

#### **ARTICLE II – NON-PROFIT ORGANIZATION**

The Guild will operate as a non-profit organization and operated exclusively for charitable, historical, and educational purposes. No part of the Guild income shall inure to the benefit of any member, director (however styled), or officer of the Guild or any private individual. Reimbursement for expenditures or compensations for service rendered will not be considered as distribution of income.

#### **ARTICLE III – PURPOSE**

The purpose of the Guild is to promote and support the art and craft of quilting and related fiber arts. It will respectfully preserve traditions and add to their history by developing and encouraging new concepts. The Guild shall also exist to support and encourage quilters in their pursuit of the art, craft, and history of quilting.

#### **ARTICLE IV – MEETINGS**

The Guild will meet the second Thursday of each month at 6:15 p.m. at the assigned location. All regular business will be taken up at the scheduled meeting. In extenuating or emergency situations the board may call a special meeting.

#### **ARTICLE V – MEMBERSHIP**

Membership in the Guild will be open to anyone 16 years of age and older who is interested in the art and craft of quilting. Members are required to

pay annual dues in order for their membership to be current and in good standing. Any member not paying dues or acting in interference with the accomplishment of the objectives sought to be fulfilled by this Guild or violating the by-laws or any contract sought to be fulfilled by the Guild may be expelled by notification of the board.

#### **ARTICLE VI – BOARD/COMMITTEES**

The Guild members shall elect the officers of the Guild which are President, Vice President, Second Vice President, Secretary, and Treasurer. A nominating committee, appointed by the President, shall present to the Guild in November, a slate of officers to be considered for election. Nominations may also be made from the floor. Other chairs overseeing committees and the committees themselves will be appointed by the President as needed and dissolved by the President when no longer effective.

#### **ARTICLE VII – DUTIES OF BOARD MEMBERS**

- The President will serve as Chief Executive of the Board and will preside over all the meetings of the Board and perform duties prescribed by the Board. He/She shall serve as Chief Executive Officer of the Guild and have full supervision over the management of its affairs. He/She shall preside over meetings, perform acts and duties accorded to an executive officer and sign such papers as may be authorized by the Board.
- The First Vice President will perform all duties of the President during his/her absence or disability, work as Program Chairman, and assume the Presidency at the end of the term.
- The Second Vice President shall serve as Membership and Hospitality Chair.
- The Secretary shall keep records of the meetings of the Board and Guild, and discharge duties pertaining to the office.
- The Treasurer shall receive, be in charge of and be responsible for all money, bills, and property belonging to the Guild, keep accounts and statements of all transactions, reconcile all accounts monthly, file any

yearly papers due the Internal Revenue Service, and turn over the records to the incoming treasurer at the end of his or her term.

All board members shall serve for a period of two years, with the First Vice President rotating to the office of President at the end of the President's term. No board member shall serve more than three consecutive terms. After one year of off-rotation, a Guild member may be nominated for board membership again.

### **ARTICLE VIII – INDEMNIFICATION OF BOARD MEMBERS**

The Guild shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a board member and their estates against any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Guild; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

### **ARTICLE IX – QUORUM**

For purposes of conducting business meetings, twenty-five percent of the membership shall constitute a quorum. A majority of the Board of Directors, including the President and First Vice President, shall constitute a quorum at any meetings of said group. A majority of the members of any standing or special committee shall constitute a quorum at any meeting of said group.

### **ARTICLE X – REMOVAL OF A BOARD MEMBER OR COMMITTEE CHAIR**

If, at any time, a board member or committee chair, cannot adequately fulfill his or her outlined obligations, and voluntarily resigns from that position, the Guild shall accept the resignation of that person and quickly move to fulfill the vacancy. If it is a board member, nominations will be sought by the remaining board members and the candidates put before a

vote at the next meeting following the resignation. If it is a committee chair, the President and First Vice President will confer and appoint a candidate to fill that position.

If, at any time, a board member or committee chair, does not adequately fulfill his or her outlined obligations, and will not voluntarily resign from that position, the (remaining) board members shall hold an emergency meeting and ask for that board member's or committee chair's resignation to be submitted in two weeks time. If the board member or committee chair fails to tenure said resignation, that person will be expelled from Guild membership.

## **ARTICLE XI – CONTRACTS, CHECKS, AND DRAFTS**

The President and Treasurer are authorized to write checks and drafts on behalf of the Guild. The President, with consent of Guild membership, will be authorized to enter contracts on behalf of the Guild. This consent will be determined by majority vote of the quorum present when said contracts are proposed. The board will approve a yearly budget to cover the cost of Guild-related functions. Any check up to the amount of \$300.00 may be signed solely by the treasurer. Any check over \$300.00 must bear the signature of both the treasurer and president.

## **ARTICLE XII – BOARD MEETINGS**

The Board shall hold quarterly meetings to which the membership will be invited. However, only those Board members as stipulated in the by-laws shall vote on issues.

## **ARTICLE XIII –EMERGENCY BOARD MEETINGS**

The President may call emergency board meetings, which shall be open to membership, if a situation arises that would interfere with Guild meetings (i.e. loss of location, etc.) or Guild activities. The President will notify all Guild members via e-mail about the time and location of the meeting, as well as the reason for said meeting.

## **ARTICLE XIV – PRORATED DUES**

Persons joining the Guild after June (the half-point of the year) will be charged one half the annual amount.

## **ARTICLE XV – LIFETIME MEMBERSHIP**

Honorary lifetime membership shall be granted to the President upon completion of office. Honorary members shall pay no dues, may attend meetings, receive the newsletter, and may attend Guild workshops at the stated member fee. Honorary members who move from the area shall remain on the membership directory, but will receive the newsletter for one year after moving.

## **ARTICLE XVI – VOTING**

A Guild member must be present at meetings to vote.

**ARTICLE XVII – AMENDMENTS** These by-laws may be amended or repealed by a majority vote of a quorum present at meetings designated by written notice.

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# **AMENDMENTS**

## **High Point Quilt Guild Amendments to Bylaws**

### **AMENDMENT ONE:**

Amendment one alters the second vice-president's duties. The second vice president shall, as of June 14, 2012, no longer be responsible for hospitality duties as outlined in Article VII of the by-laws. Hospitality shall have its own chair and co-chair, relieving the second vice-president of these responsibilities.

### **AMENDMENT TWO:**

Amendment two serves to clarify article number two of the High Point Quilt Guild's bylaws. Reimbursements for expenditures or compensations shall only be issued for items allocated by budget categories or to program chairs for their programs and for use of the greater populous of the Guild.

### **AMENDMENT THREE:**

If the President cannot complete his or her term of office for any reason, the First Vice President will assume the President's role and responsibilities. If the First Vice President cannot complete his or her term of office for any reason, the Executive Board will appoint an Interim First Vice President to assume the First Vice President's role and responsibilities until at which time the next duly held election takes place for the First Vice President's position. The current President and the newly elected First Vice President will decide between themselves what time period is needed for the current President to continue in that office to ensure a smooth transition of the President's role and responsibilities to the new First Vice President.

### **AMENDMENT FOUR:**

Alters the second vice-president's duties as outlined in the bylaws. As of September 12, 2013, the second vice-president shall be responsible for sending get well and sympathy cards to members.

### **AMENDMENT FIVE:**

The High Point Quilt Guild is organized and operated exclusively for charitable and educational purposes within the meaning of section

501(c)(3), of the Internal Revenue Code. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) or (b) a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution or winding up of the corporation its assets remaining after payment or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, or religious purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the Federal government, or to a state or local government for public purpose. Any assets not so disposed of shall be disposed of by the Court of Common Pleas of Guilford County, where the principal office of the corporation is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**AMENDMENT SIX:**

The High Point Quilt Guild is organized exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code. The High Point Quilt Guild will not engage the majority of its time and activities in anything that is not a furtherance of one or more of its exempt purposes. Any and all of the High Point Quilt Guild's assets are also dedicated solely to the exempt purposes stated in the Internal Revenue Code 501(c)(3).

**AMENDMENT SEVEN:**

Amendment seven alters the President's term length and First Vice President's term length and duties. The President shall, as of June 15, 2017, serve a term of one year. The First Vice President shall, as of June 15, 2017, serve a term of one year and then will move up to President.

The First Vice President will assist the President and perform all duties of the President during his/her absence or disability. The First Vice President will be responsible for guild nominations and organizing a spring retreat. Programs will have its own chair and co-chair, relieving the First Vice President of these responsibilities.  
These changes will go into effect beginning January 1, 2018.

**AMENDMENT EIGHT:**

Amendment eight eliminates the term limits for the 2nd Vice President, Secretary and Treasurer. Incumbent officers would still have to run for office every two years and win by majority vote.  
These changes will go into effect beginning October 1, 2018.

**AMENDMENT NINE:**

In the event of a natural disaster or any events preventing a scheduled meeting being held, voting by email will be accepted. The President will contact all members via email to present the ballot. Members must respond to the email to cast his or her ballot. Records of voting responses will be held for one year by the President.  
Voting by email will only take place if a scheduled meeting cannot be held. If a scheduled meeting can take place, members must be in attendance to vote.

**AMENDMENT TEN:**

A change in Article XI will allow the Treasurer to process checks up to \$500.00, signed only by the Treasurer. Any check over \$500.00 must bear the signature of both the Treasurer and President. Previously this limit was \$300.00.      8/11/22

**AMENDMENT ELEVEN:**

Amendment eleven has to do with Article XIV. Persons joining the Guild at **any** time of the year will pay the yearly rate. No longer will dues be prorated in the middle of the year.      10/13 22



**AMENDMENT TWELVE:**

This amendment replaces the entire paragraph under Article XI-Contracts, Checks and Drafts.

The President, with consent of the Guild membership, will be authorized to enter contracts on behalf of the Guild. This consent will be determined by majority vote of the quorum present when said contracts are proposed. The President is authorized to give written permission to any other elected officer to sign any approved contract instead of the President. The board will approve a yearly budget to cover the cost of Guild-related functions. Although any elected officer is authorized to write checks and drafts on behalf of the Guild, it is preferred that this be done by either the Treasurer or President. Any check up to the amount of \$500.00 may be signed solely by any elected officer of the board, but preferably the Treasurer. Any check over \$500.00 must bear the signature of two elected officers of the board, with one of those elected officers preferably being the Treasurer. 2/9/23

**AMENDMENT THIRTEEN:**

This amendment removes the wording "and organizing a spring retreat" from the First Vice President's responsibilities referenced under amendment seven. 8/10/23

## **High Point Quilt Guild Additional Policies and Procedures**

The following items define and include additional policies and procedures for the High Point Quilt Guild. They do not defer any already approved bylaws nor are they amendments to said bylaws but are simply additional procedural issues to follow due to impending situations.

**Bad Weather Policy** - During the winter, if the Guilford County schools are closed due to ice and/or snow on a Guild Thursday, the Guild will not meet. The meeting will not be rescheduled for that month, but we will resume meeting the following month. We will attempt to reschedule any special speakers. During the summer and spring months, if bad weather (such as tornadoes, hurricanes, severe thunderstorms) are predicted, we ask that everyone use common sense and safety as guidelines.

**Guests** - The High Point Quilt Guild always welcomes guests to our meetings. However, in following suit with many of the other area Guilds, a guest's first visit is free. After that, if the guest does not choose to join the Guild, there will be a \$5 program fee.

**Treasurer's Report** - The treasurers report will be given verbally at each Guild meeting. If the Guild has a special fundraising event (such as a pancake breakfast, yard sale, raffle, etc.) a detailed report will be given defining the gross and net profits. Anytime any Guild member has a question about Guild funds, the books and accounts are available for their perusal.

**Programs with other Guilds** - From time to time the High Point Guild may have a special speaker/program/workshop that another Guild will want to participate in. After our Guild's members have registered for the event, and if there are any spaces available, we will open attendance to other Guilds. However, we will not co-partner with any Guild on a special program/speaker/workshop without a clearly *written* contract that is approved by the Executive Board.

**Self-supporting Workshops** - All special workshops of the High Point Quilt Guild should plan to be self-sustaining to cover any expenses they may incur without expending the guild's general fund.