

**Fort Shafter Area Community Club  
Officer, Enlisted, & Civilian Spouses' Club (Fort Shafter, HI)  
4285 Lawehana Street, PMB # A-8  
Honolulu, Hi 96818-3128**

**CONSTITUTION  
Dated 10 March 2019**

**ARTICLE I - NAME, AUTHORITY, AND PURPOSE**

***Section 1: NAME***

Traditionally referred to as the Hui O Wahine until 2017; the name of this organization is: "Fort Shafter Area Officer, Enlisted, and Civilian Spouses' Club"; hereafter, referred to as the "Fort Shafter Hui" or "The Hui".

***Section 2: PURPOSE***

The purpose of the Fort Shafter Hui is to enhance the quality of life in the community by continuing the traditions of providing a support system for the Fort Shafter Hui members. To support and fund worthwhile community projects and scholarships with welfare funds raised from the Fort Shafter Thrift Shop (FSTS). We seek to create a sense of unity, develop leadership skills, promote goodwill, and provide cultural, social, and creative pursuits through monthly activities.

**ARTICLE II - GENERAL PROVISION**

***Section 1:*** The Fort Shafter Hui is a private, self-sustaining, non-profit organization, which operates and exists on a military installation only with the consent of the Commander, U.S. Army Garrison-Hawaii. The consent is contingent upon compliance with the requirements and conditions of all Army Regulations, specifically DODI 1000.15, DOD 5500.7-R, AR 600-20, AR 600-29, and AR 210-22. It adheres to the Internal Revenue Code, Section 501(c) (3) of the Internal Revenue Code of ~~January 2012~~ February 2019 or corresponding provisions of any future United States Internal Revenue Law.

***Section 2:*** The membership and all activities and programs which the Fort Shafter Hui conducts, or in which it participates, will not prejudice or discredit the U.S. Army, the military services, or other agencies of the U.S. Government. It will be self-sustaining, and may not receive financial assistance from the Installation Management (IMCOM) or Non-Appropriated Funds (NAF). This organization will not duplicate nor compete with a NAF or Appropriated Funds (AF). Neither the Government nor the U.S. Army Garrison-Hawaii will

assume any liability for ~~these~~ this organization's debt. The Fort Shafter Hui will reimburse the Army for utility expenses, unless such use is incidental.

**Section 3:** All activities of the organization will be conducted without discrimination based on race, national origin, color, religion, sex, age, or mental or physical disability.

**Section 4:** The Fort Shafter Hui will neither propagate extremist activities nor advocate violence against others or the violent overthrow of the Government. This organization will not seek to deprive individuals of their civil rights.

**Section 5:** The officers and members of the Fort Shafter Hui will abide by all applicable federal, state, and local laws in the transaction of Fort Shafter Hui business.

**Section 6:** All Fort Shafter Hui members, upon joining the organization or renewing membership ~~with the organization~~, Board members (~~elected or appointed~~), Advisor(s), Honorary Advisor(s), are ~~advised~~ **required** to read the Constitution and Bylaws, available on the organization's website ~~or electronically, by request~~. All ~~elected and appointed members of the Executive Board and Governing Board~~ **members** are required to read and maintain a copy of the aforementioned documents.

### **ARTICLE III – ACTIVITES**

**Section 1:** ~~The Fort Shafter Hui members also participate in fundraising activities for the purpose of making charitable donations and to cover raise administrative monies necessary to function costs.~~ The Fort Shafter Hui Members in good standing, as defined by Article X, section 1 Bylaws, participate in social activities ~~such as luncheons, tours, classes, and other functions as determined~~ to support the purpose and objectives of the organization.

- A. Members in good standing are eligible to participate in activities and events sponsored by the Fort Shafter Hui, and to receive our **electronically distributed monthly newsletter** publication the ~~Hui Spirit Newsletter~~.
- B. Members not in good standing lose the above privileges until good standing status is resumed.

### **ARTICLE IV – MEMBERSHIP**

#### **Section 1: MEMBERSHIP**

Membership in the Fort Shafter Hui is voluntary.

- A. **MEMBERSHIP TYPES:**
  - 1) **ACTIVE MEMBERSHIP**

Active Membership will be open to all Service Members of the United States Armed Forces (Officer and Enlisted personnel) on Active Duty stationed on the island of Oahu and their Spouses. They shall be eligible for active membership and will become members upon payment of dues, as provided in the Bylaws of this organization. Active members shall have the right to vote, hold elected board positions, receive appointments to chair a committee, participate in all Fort Shafter Hui sponsored activities, and be eligible for employment at the FSTS.

- a) The following shall be eligible for ~~Associate~~ **Active** membership upon payment of dues:
- i. Retired military personnel and their spouses.
  - ii. Spouses of deceased military personnel of the United States residing on the island of Oahu.
  - iii. Dependents of Active Hui Members, over the age of 18 years, with a valid military I.D. card, residing with military personnel stationed on the island of Oahu.
  - iv. Dependents of retired or deceased military personnel, over the age of 18 years, with a valid military I.D. card, and residing on the island of Oahu.
  - v. DOD civilians assigned to the island of Oahu.
  - vi. Spouses of DOD civilian employees, to include Red Cross Officials assigned to the island of Oahu.
  - vii. Service members and spouses of National Guard and Reserves not on active duty status.
  - viii. Resident spouses in Oahu, of a military personnel member on Active Duty stationed outside of Oahu.

## 2) ASSOCIATE MEMBERSHIP

- a) The following shall be eligible for Associate membership upon payment of dues:
- i. Spouses of foreign military personnel on active duty and stationed on the island of Oahu.
- b) Associate Members will have the same rights and privileges as an Active Member, with one exception: they CANNOT HOLD ELECTED Board positions, except in ~~any of these~~ **one of** three circumstances:
- i. If an Associate Member is deemed most qualified to be the Treasurer, (s)he may be **elected** unto the Executive Board in the position of Treasurer and retain all voting rights for ~~that~~ **the** position.
  - ii. If an Associate Member is deemed most qualified to fill in a vacancy in the Executive Board, (s)he may be **appointed by the President** (with the approval of the ~~Combined Board~~ **Governing Board**) to hold the vacant position in the Executive Board and retain all voting rights for ~~that~~ **the** position.

- iii. If the status of an Active Member holding an elected office changes to an Associate Member status, (s)he will be permitted to complete the term of office.

### 3) **Honorary Membership**

Honorary members of the Fort Shafter Hui do not pay dues (unless seeking to vote at the General Membership functions). Honorary President and Fort Shafter Hui President will designate honorary membership. HONORARIES may serve on committees and participate in all Fort Shafter Hui sponsored activities.

### 4) **LIFETIME HONORARY MEMBERSHIP**

All courtesies of the Honorary Membership apply. The Executive Board nominates candidates for Honorary LIFETIME Membership with approval of the ~~Combined Board~~ **Governing Board**. LIFETIME Honorary members are selected for their lasting impact and influence on the Fort Shafter Hui and the Fort Shafter community at large. **LIFETIME Honorary membership may be granted to Gold Star family members who are interested in becoming members.**

### 5) **OTHER MEMBERSHIP**

Membership and participation in the Fort Shafter Hui may be extended to individuals not covered in the above categories. Acceptance is at the discretion of the President with the concurrence of the Honorary President. OTHER MEMBERS could be, but **are** not limited to, DOD contractors **and** community members at large, and will have the privileges of attending General Membership meetings and other ~~Fort Shafter Hui~~ sponsored activities upon payment of dues, but do NOT have the right to hold an ELECTED BOARD POSITION, vote, or to chair a committee.

- B. **MEMBERSHIP DURATION:** The Fort Shafter Hui membership year begins 1 August and concludes 31 July of the following year.
- C. **MEMBERSHIP GOOD STANDING:** Members in good standing shall be defined by Article X, Section 1 of the Bylaws.
- D. **MEMBERSHIP RESPONSIBILITY:** As a condition of membership, members understand ~~that~~ it is THEIR RESPONSIBILITY to read the Constitution and Bylaws. Member's signature on the membership application constitutes agreement and understanding of this responsibility.
- E. **MEMBERSHIP LIABILITY:** Members will understand fully ~~that~~ they are personally liable for all debts of the organization in the event of bankruptcy, insolvency, and dissolution. Signature on the membership application indicates understanding of ~~this~~ liability.
- F. **MEMBERSHIP TERMINATION:** Fort Shafter Hui membership will be terminated under the following circumstances:
  - 1) Non-payment of dues or outstanding RSVP debt greater than sixty (60) days.
  - 2) Written resignation.
  - 3) Change of status affecting eligibility for membership (Refer to *Article IV, Section 3* of the Constitution).

- 4) Membership may be withdrawn or denied any person as prescribed by the Executive Board consistent with the provisions of *Article X, Sections 1-2* of the Fort Shafter Hui Bylaws.

**Section 2: GUESTS**

- A. **ADMITTANCE:** Guests of members are welcome. Persons eligible for membership in the Fort Shafter Hui may attend the Annual Membership Drive and one (1) Fort Shafter Hui function annually as a non-member. This excludes “member only” functions, at the discretion of the Fort Shafter Hui ~~Combined Board~~ **Governing Board**.
- B. **EXCEPTIONS:** Bona fide houseguest may attend functions as guests of their host/hostess, provided the latter is a member of the Fort Shafter Hui.

**ARTICLE V - OFFICERS AND GOVERNING BODY**

**Section 1: ELECTED OFFICERS** of the Fort Shafter Hui shall consist of the President, First Vice-President, Second Vice-President, Secretary, and Treasurer. Elected officers serve for a term of one year. The Board year shall run from 1 June to 31 May of the following year. Elected officers shall not serve simultaneously on other military spousal club boards. Elected officers are required to attend all scheduled meetings including, but not limited to, Executive Board meetings, ~~Combined Board~~ **Governing Board** meetings, General Membership meetings (~~luncheons~~), and all other meetings as designated by position. Any elected officer unable to fulfill his/her duties could be asked to step down from his/her position at the discretion of the Fort Shafter Hui President and Honorary President.

**Section 2: HONORARY POSITIONS** of the Fort Shafter Hui shall consist of the Honorary Executive, the Honorary President, and the Honorary Advisor.

A. **ELIGIBILITY:**

1) **HONORARY EXECUTIVE:**

- a) Designated to the spouse of the US Army Pacific (USARPAC) Commander.  
b) In the event ~~that~~ the spouse of the USARPAC Commander declines this designated role, it shall sit vacant until the next USARPAC spouse accepts the position.

2) **HONORARY PRESIDENT:** The spouse of an Active Duty General Officer assigned to southern Oahu (Fort Shafter, Camp Smith, or Joint Base Pearl Harbor Hickam) will be invited to serve as the Honorary President.

3) **HONORARY ADVISOR:**

- a) **Designated to the spouse of the US Army Pacific (USARPAC) Command Sergeant Major.**  
b) **In the event the spouse of the USARPAC CSM declines this designated role,** the spouse of an Active Duty Command Sergeant Major assigned to

southern Oahu (Fort Shafter, Camp Smith, or Joint Base Pearl Harbor Hickam) will be invited to serve as the Honorary Advisor.

- B. **DECLINATION:** In the event ~~that~~ a spouse of an Active Duty General Officer and/or a spouse of an Active Duty Command Sergeant Major are not available or decline the invitation to serve in Honorary Positions, the spouse of an Active Duty Colonel/O-6 or SGM/E-9 assigned to southern Oahu (Fort Shafter, Camp Smith, or Joint Base Pearl Harbor Hickam) will be invited to serve as the Honorary President and/or the Honorary Advisor.
- C. **GUIDANCE:** Guidance from the Fort Shafter Senior Leadership Spouses shall be solicited to identify potential candidates to hold the positions of: Honorary President, Honorary Advisor, and Thrift Shop Advisor/Liaison.
  - 1) The Fort Shafter Senior Leadership Spouses may comprise the spouses of the Commanders and Command Sergeants Major of USARPAC, 8<sup>th</sup> TSC, 311<sup>th</sup> Signal Command, Pacific Region Medical Command, 94<sup>th</sup> AAMDC, and Pacific Ocean Division Army Corps of Engineers. Also included in this group are the spouses of: the USARPAC DCGS, the USARPAC Chief of Staff, the USARPAC G3, and any U.S. Army General Officer assigned to PACOM or its subordinate organizations.

**Section 3: EXECUTIVE BOARD** of the Fort Shafter Hui consists of the Elected Officers, the Honorary President, the Honorary Advisor, FSTS Advisor/Liaison, and the Parliamentarian.

- A. The Executive Board has authority to decide on matters including, but not limited to, dissolution of the Fort Shafter Hui, litigation involving the Fort Shafter Hui, insurance coverage, and all financial issues.
- B. Only ACTIVE Fort Shafter Hui members (*as defined ~~on~~ in Article IV, Section 2*) are eligible to be elected/selected for a position on the Executive Board. An exception will be made concerning the Executive Board position of Treasurer and finding replacements to fill vacancies (*refer to Article IV, Section 3B*). If the skills possessed by an Associate Member are determined to be the most qualified, that Associate Member may be elected to serve as Treasurer or be appointed to fill in any vacancy, and retain all voting rights for said position.
- C. The Parliamentarian is appointed by the Fort Shafter Hui President.
- D. The Honorary President, the Honorary Advisor, and the Parliamentarian are non-voting members. The President shall vote only in the event of a tie.

**Section 4: GOVERNING BOARD** is charged with ensuring the Fort Shafter Hui is properly administered, its funds safeguarded, that all due income is received, properly recorded, and prescribed and approve expenditures and creditor relationships.

- A. The Governing Board shall consist of the Executive Board Members and the Standing Committee Chairpersons.

- B. The President appoints the Standing Committee Chairpersons. The President can appoint co-chairs as needed. If co-chairs are appointed, there will be only ONE (1) vote allowed for that Standing Committee within the Governing Board.
- C. Standing Committees shall include, but are not limited to the following:
  - 1) Membership / **Volunteer Coordinator**
  - 2) Hospitality
  - 3) Reservations
  - 4) ~~Ways and Means~~
  - 5) Publicity / **Newsletter**
  - 6) ~~Hui Spirit Newsletter~~
  - 7) Scholarship
  - 8) Welfare / **Ways and Means**
  - 9) Historian/Photographer
  - 10) Special Activities Chair
  - 11) ~~Volunteer Coordinator~~
  - 12) Retired Spouse Representative
- D. It is the President's prerogative to augment or decrease the standing committees based on task requirements and/or availability of volunteers. Hence, the President can merge, dissolve, or create committees as needed and in the best interest of the organization, and with the approval of the Executive Board.
- E. Appointed Committee Chairpersons serve for a term of the membership year, to end 31 May in accordance with ~~(IAW)~~ the Board Year. ~~The board year shall run 1 June and conclude 31 May of the following year.~~ All members of the Governing Board must be members in good standing.
- F. Governing Board Members may not be vendors at the Fort Shafter Hui functions.

**Section 5:** The TERM OF OFFICE shall be one year beginning 1 June and ending 31 May. No elected/appointed officer may hold the same office for more than two (2) consecutive years or hold ANY Board position for more than four (4) consecutive years, **unless a suitable candidate cannot be found.**

## **ARTICLE VI - STANDING COMMITTEES**

**Section 1:** The Standing Committees (~~as listed in~~ *Article V, Section 4*) shall be governed by the most current Bylaws. Chairpersons of Standing Committees will perform duties outlined in their job descriptions in the Fort Shafter Hui Bylaws. **A signed acknowledgement of each chairperson's job description will be submitted to the President within thirty (30) days of being appointed.**

## **ARTICLE VII - ELECTIONS and VOTING**

**Section 1: ELECTIONS:** The Fort Shafter Hui Elected Officers shall be elected annually, by a majority of active members at the April General Membership Luncheon meeting. The Elected Officers are installed at the May General Membership Luncheon meeting. The newly Elected Officers take office 1 June. The following procedures shall be used in the selection of Fort Shafter Hui Elected Officers:

- A. The Parliamentarian shall serve as the Nominating Chairperson.
- B. The Nominating Committee should consist of, but is not limited to, the Parliamentarian, Honorary President, Honorary Advisor(s), one Governing Board member, and one Executive Board member.
- C. Members of the Nominating Committee are not to be considered for the slate. If the Parliamentarian wishes to be considered for the slate, the Fort Shafter Hui President will appoint another Governing Board member to be the Nominating Chairperson.
- D. The Nominating Committee will meet no later than (NLT) February of each year. Announcements of the upcoming elections will be made by the Parliamentarian at the January General Membership Luncheon meeting, be posted on the Hui website with Nomination Forms, and also be announced in the newsletter, *Hui Spirit* (NLT) in February of each year.
- E. Nominations will be accepted upon publication and/or dissemination of Nomination Forms. Nominees must be current Fort Shafter Hui members in good standing.
- F. The Nominating Committee shall determine the slate. The Committee will review the Nomination Forms and information submitted, and will also interview nominees to ensure their knowledge, qualifications, and experience match those required of the positions. The committee may select a single slate of nominees, but will not exceed three (3) candidates for each office.
- G. The Nominating Committee will present the slate of candidates to the Governing board for approval prior to releasing the information to the General Membership. The slate of candidates will be released to General Membership via email and by posting it on the Fort Shafter Hui website and *Hui Spirit* newsletter. This information must be made public NLT two weeks before the April Luncheon meeting.
- H. Elections shall be conducted at the April General Membership Luncheon meeting.
- I. If no candidates have been nominated in order to meet the aforementioned timeline, guidance on how to proceed ~~must~~ may be sought from the Honorary President and Honorary Advisor(s).

**Section 2: VOTING:** All eligible members will be given the opportunity to cast one (1) vote. Voting will be conducted through the Parliamentarian by secret ballot following *Robert's Rules of Order*.

- A. Members must be in good standing in order to be eligible to vote.
- B. Members do not have to pay for or attend the April General Membership meeting in order to vote.



- C. The Parliamentarian can establish an absentee ballot procedure.
- D. Officers will be elected by a majority vote. The current President's vote shall be placed in a sealed envelope and counted only in the event of a tie.

**Section 3: VACANCIES:** If a vacancy of an Elected Office occurs, it is filled in the following manner:

- A. The Elected Officer shall present in writing **his/her** resignation to the Executive Board with the submission of an After Action Report.
- B. If the position of President is vacated, the First Vice-President becomes President. This person shall complete the remainder of the term and assume all duties as described in the Hui Constitution and Bylaws. The new President, Honorary President, and Honorary Advisor(s) shall appoint, with the approval of the Executive Board, a new First Vice-President.
- C. If the First Vice-President cannot assume the duties of President, the Second Vice-President shall be asked to assume the office of President. If the Second Vice-President cannot assume the duties of President, the Honorary President and/or Honorary Advisor(s) of the Fort Shafter Hui shall appoint a President, with the approval of the Executive Board.
- D. In all other vacancies of Elected Board Positions,, the President appoints qualified successors to fill unexpired terms of office, subject to the Executive Board's approval.

### **ARTICLE VIII - REMOVAL OF A BOARD MEMBER or EMPLOYEE TERMINATION**

**Section 1:** Members of the ~~Combined Board~~ **Governing Board** may be removed from either their elected or appointed positions for just cause, as outlined in the Fort Shafter Hui Bylaws (*Article X, Section 2*). Any Fort Shafter Hui member may propose such a removal to the Executive Board, with justifiable and documented information.

**Section 2:** Fort Shafter Thrift Shop employees may be terminated from employment for just cause, as outlined in the Fort Shafter Hui Bylaws (*Article X, Section 1-2*), or as described in the Fort Shafter Thrift Shop Charter. Fort Shafter Hui members in good standing may propose such action to the Executive Board, with justifiable and documented information.

**Section 3:** The Executive Board shall meet with both the member proposing the removal/termination and the Board member affected by this proposal. After conducting an informal inquiry, the Executive Board will convene to determine whether there is justification for proceeding with a more extensive investigation. Upon a majority vote of the Executive Board to proceed, the ~~Executive~~ Board shall:

- A. Suspend the Board member who has been proposed for removal/termination.
- B. Request ~~that~~ all Fort Shafter Hui property in the possession of **the** Board member, including but not limited to, After Action Reports and Continuity Books, be returned

to a member of the Executive Board until such time as the investigation is concluded. These items are to be submitted to an Executive Board member within twenty-four (24) hours of this request.

- C. Notify all community organizations in which the Board Member is involved, by virtue of their position on the Fort Shafter Hui Board, of his/her suspension.
- D. Conduct a detailed investigation into the reasons for the Proposal for Removal/Termination.
- E. **The Executive Board will conclude their investigation within thirty (30) days.**

**Section 4:** Should the Executive Board find sufficient cause to support the Proposal for Removal/Termination; they shall form a Special Committee consisting of all members of the ~~shall present a written proposal to the Governing Board~~ **Governing Board** ~~Combined Board as voting members to vote on the findings of the investigation.~~ The ~~Special Committee~~ **Governing Board** will present the Board member with a written Proposal for Removal/Termination.

**Section 5:** The member will be given a reasonable time, not to exceed seven (7) days, to either resign voluntarily or prepare a written rebuttal to the Proposal of Removal/Termination. The member will then present this written rebuttal to the ~~Special Committee~~ **Governing Board** prior to any ~~Committee~~ **action taken**. The ~~Special Committee~~ **Governing Board** will vote on the Proposal for Removal/Termination. A two-thirds (2/3) vote of the ~~Special Committee~~ will govern. After the vote, the Board member will receive a written notification of the ~~Special Committee's~~ **Governing Board's** actions **within seven (7) days**.

**Section 6:** In the event that the Board member fails to submit a written rebuttal to the ~~Special Committee~~ **Governing Board** within the allotted time period, (s)he will have forfeited all rights to speak on this proposal. Failure to comply with the removal procedures will result in automatic revocation of Fort Shafter Hui membership.

## **ARTICLE IX - MEETINGS and QUORUMS**

**Section 1:** General Membership meetings, ~~to include luncheons and social~~ **special** activities shall be held according to an announced schedule, posted on the website.

- A. Business may be conducted at these ~~luncheons~~ **meetings**. Other business meetings may be called at the discretion of the President. Organizational business matters ~~that~~ **which** require action by the general membership may be conducted at any of these meetings with advance notice by email and/or publication on the website and in the newsletter, *Hui Spirit*. A majority vote of the eligible member that which are in attendance at such meeting is necessary to pass a vote.
- B. Any active member may request a special meeting by submitting such proposal in writing to the President. Should that fail, the member may directly petition the Fort

Shafter Hui Governing Board in writing, which will consider the matter. The request must be approved with the concurrence of two-thirds (2/3) of the voting members of the Fort Shafter Hui Governing Board.

- C. Any active member may request to see Minutes and Treasurer's Reports. ~~Minutes and Treasurer's reports will be available from the Secretary.~~

**Section 2:** The Fort Shafter Hui Governing Board shall meet once a month, every month or at the discretion of the President. As Executive Board meeting may be called at the discretion of the President. The Governing Board must ratify all decisions of the Executive Board.

**Section 3:** A quorum for conducting General Membership business shall be defined as those voting members present. A quorum for conducting business of the Governing Board shall be defined as two-thirds (2/3) of the voting members. All motions will be carried by a majority vote.

**Section 4:** The President shall have authority to conduct a vote by electronic means, of the members of the Fort Shafter Hui ~~Combined Board~~ **Governing Board** in the event an immediate decision is needed or in the event a quorum could not be reached at a scheduled ~~Combined Board~~ **Governing Board** meeting due to lack of attendance.

**Section 5:** All meetings will be conducted according to the current *Robert's Rules of Order*.

## **ARTICLE X - FINANCES**

**Section 1: RESPONSIBILITIES:** The Fort Shafter Hui ~~Combined Board~~ **Governing Board** must expressly approve all expenditures for the operation of the Fort Shafter Hui and shall ensure that all disbursements are with the purpose for which the Fort Shafter Hui was established, in accordance with sound business practices and within the budget.

- A. Any monetary request exceeding \$1500.00 (not included in the budget) must be approved by a majority of the General Membership present at a duly constituted meeting.

**Section 2: FUNDING SOURCES:** Revenue necessary to pursue the purpose of the Fort Shafter Hui described in Article I, Section 2, must come from dues paid by active and associate members and from other revenue producing activities by the Fort Shafter Hui.

**Section 3: DUES:** All active members shall pay dues as determined by the ~~Combined Board~~ **Governing Board** in accordance with the Bylaws and quorum vote. NO REFUNDS shall be allowed for any member leaving post or voluntarily relinquishing membership, **exceptions granted at the discretion of the Executive Board.** Memberships are not transferable.

**Section 4: INCOME:** Income will not accrue to individual members of the Fort Shafter Hui. Accounting records shall be kept for Operating ~~Funds~~ **Account** and for Welfare ~~Funds~~ **Account**.

- A. Membership dues and functions income will be placed in the Operating Account.
- B. Net profit accrued from the sales proceeds of the Ways & Means Committee's activities will be placed in the Operating Account.
- C. **Net** income from the FSTS will be placed in the Welfare ~~Fund~~ **Account**.
- D. Net profit from all fundraiser events (~~I.e. Auctions, Trolley Tour of lights, Tours of Homes, Etc~~) shall be transferred to the Welfare ~~Fund~~ **Account**.
- E. Disbursing Funds:
  - 1) Scholarship awards will be paid directly to the award recipient's college.
  - 2) Welfare awards will be paid to the selected organizations requesting monetary funds.
  - 3) Members will be reimbursed for approved purchases or services rendered with valid receipt with funds from the Operating ~~Account~~ **Account**.
  - 4) Members who are employees of the FSTS will be rendered their daily wages from the FSTS **Account**.
- F. Transferring funds:
  - 1) Not more than ten percent (10%) of the annual income from the Welfare ~~Fund~~ **Account** may be transferred into the Operating Account. Such transaction may occur only once in a fiscal year.
  - 2) ~~A portion or all monies~~ **Funds** in excess of the required minimum of the non-allocated balance in the Operating ~~Fund~~ **Account** may be moved to the Welfare ~~Fund~~ **Account** with the approval of the ~~Combined Board~~ **Governing Board**. Such transaction may occur only once in a fiscal year.
  - 3) Any unused Welfare and/or Scholarship money will be returned to the Welfare ~~Fund~~ **Account**.
  - 4) **In the event of an emergency, the Governing Board will have the ability to transfer funds, as needed, between all banking accounts once a vote has taken place and a quorum of two-thirds (2/3) of the voting members has been met.**

**Section 5: AWARDS AND GIFTS:** Awards and gifts of appreciation must be given under the guidance of the President. They shall include items of recognition given to the Fort Shafter Hui ~~Combined Board~~ **Governing Board** Members. Deserving members and individuals, ~~that~~ which have given volunteer services to the Fort Shafter Hui or the FSTS, may also receive items of recognition at the discretion of the President with the approval of the Executive Board. All gift expenditures must be pre-approved in the Budget.

**Section 6: ACCOUNTS:** **The Fort Shafter Hui Operating Account, Fort Shafter Hui Welfare Account, and the FSTS shall maintain separate bank accounts, checkbooks, and records.** ~~Monies~~ **Funds** in the Fort Shafter Hui Operating Account at the end of each Board year must be a minimum of \$3000.00 and shall not exceed \$5000.00 (of non-designated funds). ~~Monies~~

**Funds** in the Fort Shafter Hui Welfare Account at the end of each year shall be a minimum of \$1000.00 and shall not exceed \$3000.00 (of non-designated funds).

**Section 7: FSTS BANK ACCOUNT BALANCE:** ~~Monies~~ **Funds** in the FSTS bank account must be maintained at a minimum of ~~one~~ **two (2)** months' average of monthly revolving expenses, but shall not exceed ~~two~~ **three (3)** months' average of monthly revolving expenses. ~~(These expenses include one-half month's gross payroll, one month of internet and phone, employee tax contribution, other monthly revolving bills).~~ In addition to the monthly average minimum, the FSTS will maintain an additional reserve balance of \$2500.00 for unplanned expenses, to be paid after approval from the Thrift Shop Advisory Board.

**Section 8: TAXES:** The Fort Shafter Hui shall comply with current tax regulations as stated in *Article VI*, Section 3 of the Bylaws.

- A. ~~Charges~~ **Payments for Fort Shafter Hui and FSTS tax preparation and filing shall be included in the annual budget of the Fort Shafter Hui.**

**Section 9: AUDIT**

- A. Fort Shafter Hui books will be closed at the end of the Fort Shafter Hui fiscal year (31 May) and shall be audited annually.
- B. Qualified auditor(s), in accordance with AR-210-22, 3-3, a (1), U.S. Army Garrison-Hawaii Commander direction and authorized by the Executive Board, shall conduct annual audits of the Fort Shafter Hui and the FSTS financial records at the end of each board year.
- C. Upon completion, the audit will be provided to the Treasurer, President, and Secretary for submission to MWR.
- D. ~~Charges for Fort Shafter Hui and FSTS tax preparation and filing shall be included in the annual budget of the Fort Shafter Hui.~~ **(Moved to Section 8 above)**
- E. All reporting procedural requirements under *DOD Instruction 1000.15* and any other regulations **as** instructed by U.S. Army Garrison-Hawaii shall be observed.

**Section 10: BUDGET AND ACCOUNTING:** The Fort Shafter Hui annual budget must be presented to the Fort Shafter Hui ~~Combined Board~~ **Governing Board** for approval on or before the September Board meeting.

- A. Any revisions to the budget must be reviewed and approved by the ~~Combined Board~~ **Governing Board** before the October General membership meeting.
- B. The proposed Fort Shafter Hui budget must be presented to the General Membership for its approval by the October General Membership meeting.
- C. The Fort Shafter Thrift Shop budget:
  - 1) A balanced FSTS budget shall be presented to the Fort Shafter Hui ~~Combined Board~~ **Governing Board** for approval by the September Board meeting.
  - 2) Any revisions must be reviewed and approved by the ~~Combined Board~~ **Governing Board** before the October General Membership meeting.

- 3) The proposed FSTS budget shall be presented to the Hui General Membership for approval by the October Fort Shafter Hui General Membership meeting.
- 4) The FSTS budget shall be totally separate from the Fort Shafter Hui budget.

**Section 11:** ~~Books will be established using the double entry accounting system and in accordance with DOD Instruction 1000.15.~~ **Separate books will be maintained for the Fort Shafter Hui Operating Account and the Fort Shafter Hui Welfare Account using the single-entry accounting system, and in accordance with DOD Instruction 1000.15. Records for these two (2) accounts will be maintained for no less than seven (7) years. Books for the FSTS will be maintained by the FSTS.**

### **Article XI - Fort Shafter Thrift Shop (FSTS)**

**Section 1:** The FSTS, ~~is~~ an unincorporated association doing business on Fort Shafter, is an instrumentality of the Fort Shafter Hui. The purpose of the FSTS, in accordance with the Fort Shafter Hui constitution and the FSTS Charter, shall be to:

- A. Generate welfare funds to support and fund worthwhile community projects to be disbursed by the Fort Shafter Hui **at the May General Membership meeting.**
- B. Generate welfare funds to support and fund scholarships for ~~the Fort Shafter Hui members and their families,~~ **military personnel, dependents, and military affiliates residing in Hawaii**, that will also be disbursed by the Fort Shafter Hui **at the May General Membership meeting.**
- C. To donate excess goods from the store to charitable organizations in the surrounding community.
- D. To provide customers the opportunity to purchase pre-owned goods at a reasonable cost.
- E. Provide a place where Fort Shafter Hui members can volunteer for the good of the community.
- F. To provide employment opportunities for ~~the Fort Shafter Hui members~~ **community.**

**Section 2:** The FSTS will transfer ~~a minimum of the monthly total ending balance (70% of total sales)~~ **seventy percent (70%) of profit** to the Fort Shafter Hui ~~after FSTS operational requirements/expenses are met,~~ as designated by the FSTS Charter. In January and August, the FSTS Bookkeeper will transfer funds in excess of the FSTS operational requirements, as designated by the FSTS Charter.

**Section 3:** The FSTS Advisory Board, as defined by the FSTS Charter, will direct policies, procedures, and administration, with approval by the Fort Shafter Hui ~~Combined Board~~ **Governing Board** and the Garrison Commander, in accordance with established procedures

and applicable military regulations. The FSTS Advisory Board will meet quarterly to address operational and employee concerns. Please reference the FSTS Charter and the Fort Shafter Hui Bylaws regarding questions of operational process and procedure of the FSTS Advisory Board.

**Section 4:** The FSTS will offer products for sale that are non-competitive with Army Air Force Exchange Services (AAFES) and its concessionaires.

**Section 5:** FSTS will abide by its Charter. The Charter for FSTS will be submitted to the Fort Shafter Hui ~~Combined Board~~ **Governing Board** for review and approval before sending it to the U.S. Army Garrison-Hawaii Commander for approval.

**Section 6:** All paid staff must ~~be members in good standing with the Fort Shafter Hui~~ **possess a valid military or DOD civilian ID card.**

## **ARTICLE XII - PROPERTY**

**Section 1:** The property of the Fort Shafter Hui shall consist of such articles as may properly come into its possession. Fort Shafter Hui President shall account for this property and shall keep an inventory in accordance with sound business practices, using DOD Instruction 1000.15 as a guide. The Secretary, President, Ways & Means Chair shall keep one copy of the inventory in their Continuity Book.

**Section 2:** The President shall annually sign for property in possession of the Fort Shafter Hui. Ways & Means Chair shall manage loaning of property.

**Section 3:** All Board members who maintain Fort Shafter Hui property in the conduct of their duties shall assist the President in the compilation of the annual inventory.

## **ARTICLE XIII: RECORDS**

**Section 1:** The Secretary shall maintain a historical file consisting of the following permanent records:

- A. The Fort Shafter Hui Constitution and Bylaws with all current revisions.
- B. Records of approval of the Fort Shafter Hui Constitution and Bylaws and all amendments.
- C. Current list of Fort Shafter Hui Officers names, addresses, and phone numbers.
- D. Current list of Fort Shafter Hui members.
- E. Copies of all Fort Shafter Hui Executive and ~~Combined Board~~ **Governing Board** meeting minutes.

- F. Copies of all After Action Reviews.
- G. Copies of all Financial Records.
- H. Copies of all Policies.

**Section 2:** All records of the Fort Shafter Hui will be cut off at the end of the fiscal year, May 31. These records will be held for at least ~~five~~ **three (3)** years, after which time they may be destroyed, excluding **financial documents**, permanent files, and the uncompleted checkbook. The checkbook will be placed with related records when it is completed; using the applicable provisions of the DOD Instruction 1000.15 series as a guide.

#### **ARTICLE XIV - INSURANCE**

**Section 1:** Financial liability insurance will be included in the policy held by **the** Fort Shafter Hui for members, President, 1<sup>st</sup> Vice-President, Treasurer, and Reservation chair handling monthly cash flow exceeding \$500.00.

**Section 2:** Liability insurance will be purchased by the FSTS for all employees, handling monthly cash flow exceeding \$500.00. No volunteers will handle cash in the FSTS.

**Section 3:** Liability insurance will be equal to the normal maximum amount of cash that would be handled by the members/employees.

**Section 4:** The Fort Shafter Hui must carry proper insurance for any sponsored event open to the public if the government does not cover liability. It is the Treasurer's duty to ensure proper insurance is purchased and paid for prior to the event.

**Section 5:** ~~The Fort Shafter Hui must ensure that the FSTS carries the proper insurance on its building and all of the contents. It is the Treasurer's duty to ensure proper insurance is purchased by the FSTS and paid for annually out of their Budget.~~ **The Fort Shafter Hui must ensure the FSTS carries and maintains the proper insurance on the building and all contents. It is the Treasurer's duty to ensure the proper insurance and bonding is purchased as per Article II, Section 1 and paid for annually out of the FSTS budget.**

#### **ARTICLE XV - REVISIONS TO THE CONSTITUTION, BYLAWS, & FSTS CHARTER**

**Section 1:** A Constitution Review Committee will meet at least every two (2) years to review the Constitution and Bylaws. The committee shall report its recommendations to the Fort Shafter Hui ~~Combined Board~~ **Governing Board**.



**Section 2:** Amendments to the Constitution and Bylaws may be proposed by any member in good standing and must be submitted in writing to the Fort Shafter Hui ~~Combined Board~~ **Governing Board**. The written document must be sponsored by a minimum of ten (10) members. Upon approval by the ~~Combined Board~~ **Governing Board**, the Parliamentarian will post and circulate the proposed change(s) two (2) weeks prior to voting on the amendments.

**Section 3:** Notice of amendments to the Constitution must be made at least two (2) weeks prior to presentation/voting at a regular or special meeting of the General Membership.

A. Constitution:

- 1) Amendments shall not conflict with applicable military regulations and shall be forwarded to the approving military authority. The President shall sign the letter reporting such amendments.
- 2) Both the portion of the present Constitution and the proposed amendments will be disseminated to the General Membership.
- 3) The Constitution will become effective on date of approval.
- 4) All amendments to the Constitution are subject to review by the Commander, U.S. Army Garrison-Hawaii.

B. Bylaws:

- 1) The Fort Shafter Hui ~~Combined Board~~ **Governing Board** is empowered to create and amend Bylaws.
- 2) The Bylaws may be amended upon an affirmative vote of two-thirds (2/3) of the voting members of the Governing Board in attendance.
- 3) The ~~Combined Board~~ **Governing Board** will inform the General Membership at the next General Membership meeting after a change to the Bylaws.
- 4) All amendments to the Bylaws are subject to review by the Commander, U.S. Army Garrison-Hawaii.

**Section 4:** A review of the FSTS Charter will meet at minimum every two (2) years for Charter review. Procedures are set forth in the FSTS Charter Article V, Section B, for specific details as they relate to process and procedure. This process usually concludes in October of every odd numbered year.

**Section 5:** Once approved for operation as a private organization by the U.S. Army Garrison-Hawaii Commander, the Constitution and Bylaws, and all applicable reports will be submitted for revalidation every two (2) years by the organization.

**Section 6:** Requests for revalidation as a private organization will be submitted to the U.S. Army Garrison-Hawaii Commander no less than **ninety** (90) days before the expiration of the two (2) year approval.

**Section 7:** A copy of the renewal request for the Constitution and Bylaws shall be signed by the Fort Shafter Hui President and maintained by the Secretary.

## **ARTICLE XVI - PARLIAMENTARY AUTHORITY**

**Section 1:** Robert's Rules of Order (current version) shall govern all parliamentary procedures not covered by this Constitution and/or Bylaws.

## **ARTICLE XVII - DISSOLUTION**

**Section 1:** The Fort Shafter Hui may be dissolved by a majority vote of the General Membership or by direction of the appropriate military authorities.

**Section 2:** All residual assets and properties including the assets and property of the FSTS, after payment of all liabilities shall be disposed of in a manner consistent with Article V, Section 3, and so determined by the Fort Shafter Hui Executive Board members. If liabilities exceed assets, each member shall be assessed his/her pro-rata share of the remaining debt after assets have been liquidated and applied toward liabilities.

**Section 3:** Dissolution will occur if the installation of Fort Shafter area is inactivated.

**Section 4:** Should the Fort Shafter Hui be forced to temporarily suspend its activities, all of the assets of the Fort Shafter Hui (to include those of the FSTS) will be frozen up to one (1) year. At the end of that time, the Executive Board, including the Honorary President and Advisor(s) as voting members, will determine the future of the organization and its assets.

**Section 5:** In case of dissolution of the Fort Shafter Hui, whatever funds are contained in the ~~Treasury~~ **Accounts** of both the Fort Shafter Hui Club and FSTS, ~~at the time~~ will be used to satisfy any outstanding debts, liabilities, or obligations of both. The balance of these assets will be disposed of to ~~the~~ charities as determined by the Fort Shafter Hui Executive Board, subject to approval of the U.S. Army Garrison-Hawaii Commander.

**Section 6:** Any liabilities at the time of dissolution, not payable because of lack of funds, will be liquidated by a prorated collection from all Club members.

**Section 7:** The Fort Shafter Hui, to include FSTS, and all its funds will be dissolved with the final approval of the U.S. Army Garrison-Hawaii Commander.

**Section 8:** At the discretion of the Garrison Commander, the FSTS may reopen for business with new sponsorship after the dissolution of the Fort Shafter Hui. All remaining assets may be used in the reopening of the FSTS.

**ARTICLE XVIII – ADOPTION**

**Section 1:** This constitution shall become effective upon adoption in a duly constituted regular or special meeting of the General Membership and a majority vote of the members present and upon approval of the appropriate Army authorities. The adoption of this Constitution supersedes, revokes, and nullifies any prior Constitution of the Fort Shafter Hui.

**Section 2:** This Constitution was approved by majority vote of the membership at a General Meeting held **on the \_\_ day of April, 2019**, and effective thereafter.

**Section 3:** The following members participated in the revision of this official document and affix their signatures and date testifying to this matter.

\_\_\_\_\_  
Kesha Jaramillo, President

\_\_\_\_\_  
Sarah Matthews, Parliamentarian

\_\_\_\_\_  
Kim Greene, Secretary

\_\_\_\_\_  
Naty Golubski, Special Activities/Newsletter

\_\_\_\_\_  
Leah McRae, Member at Large