

# **DISTRICT 33-A**



## **LIONS SIGHTMOBILE, INC CONSTITUTION & BY-LAWS**

**Created: March 1992**

# **DISTRICT 33-A LIONS SIGHTMOBILE, INC.**

## **CONSTITUTION**

### **ARTICLE I**

Section A. The name of this organization shall be District 33-A Lions Sightmobile, Inc.

### **ARTICLE II PURPOSE AND OBJECTS**

Section A. The objective of this organization is to provide in accordance with the Constitution and By-Law of Lions International and District 33-A thereof and the Statutory provisions of the Commonwealth of Massachusetts Preventive and/or Corrective Eye and Ear Care and other Medical Services as may be requested by the local Lions Clubs.

Section B. These Services are to be provided as a free community service to the residents of Massachusetts, in conjunction with a local Lions Club Project. This service is to be provided on behalf of the Lions and Lions Clubs of District 33-A, wherever the need and request for these services may occur in the Commonwealth of Massachusetts.

Section C. They are to be sponsored with the specific community by one or more Lions Clubs, in good standing with the International Association of Lions Clubs.

Section D. All programs will be operated by the participating Lions Clubs in accordance with the requirements of the Commonwealth and our Medical Directors and advisors.

Section E. The objective is to establish facilities, equipment, procedures and knowledge on the most effective way to bring preventive medicine programs to our local communities, with specific attention to promoting Eye and Ear Screening Care and Programs.

### **ARTICLE III MEMBERSHIP**

Section A. Membership of this organization shall consist of the Lions Clubs of District 33-A. All property and assets of the organization belong to the Lions Clubs of District 33-A, and are operated on their behalf by the Organization.

### **ARTICLE IV PURPOSE AND OBJECTS**

Section A. There will be no requirement to pay on the part of any individual or organization any fee or dues to pay to be a participant in the Organization or a user of the facilities.

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Section B. The Organization will receive from individuals, Lions Clubs or other organizations from time to time freewill donations, to the extent their heart moves them to support the efforts of this program.

Section C. The Organization may raise funds from time to time as necessary to purchase and/or maintain these facilities and/or equipment, promotional materials, medical support services and/or other related needs. No fund raising activity shall in any way be competitive with any Lions Club Activity or commercial financial gain, to any Lions Club or Member.

### **ARTICLE V RESIGNATIONS**

Section A. Any member of the Board of Directors may resign from the Organization upon submission of notice of intention and its acceptance by the Board.

### **ARTICLE VI FORFEITURE OF MEMBERSHIP**

Section A. Any Member of the Board may be expelled from membership in the Organization by a two-thirds vote of the entire Board of Directors for cause.

Section B. Any Member that absents themselves from three (3) consecutive regular meetings of the Board of Directors, without acceptable cause being given to the Secretary, shall be submitted to the Board of Directors by the Secretary at the Board meeting next following the Third such absence, and the Board of Directors shall decide whether such Member shall be dropped from or retained.

### **ARTICLE VII BOARD OF DIRECTORS**

Section A. The Board of Directors shall be the governing and directing body of the organization.

Section B. The members of the Board of Directors shall be: the President, Vice President, immediate Past President, Secretary, Treasurer, the District Governor of Lions International District 33-A, President of the District 33-A Lions Sight and Hearing Conservation & Treatment Fund, and one (1) representative from each of the five (5) Regions in District 33-A.

Section C. The organization Board of Directors will also include the following nonvoting members: the immediate Past District Governor of District 33-A, the Lt. Governor of

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District 33-A and the Vice President of the District 33-A Lions Sight and Hearing Conservation & Treatment Fund and such other special advisor(s) or Associate Members(s) that the Board of Directors may determine from time to time.

### **ARTICLE VIII OFFICERS**

Section A. The officers of this organization shall be the President, Vice President, Secretary and Treasurer.

Section B. No person shall be eligible to hold office in this organization unless he or she is an Active Lion Member in good standing in his or her Lions Club.

Section C. No officer or director shall receive any compensation for any services rendered to this organization in his or her official capacity.

Section D. The officers of this organization will be elected by the Board of Directors from its own Members at the meeting following the election of the new Board Members. Those elected will serve for a period of one year. In the event of an interim opening the Board may vote to fill that office until the next election period.

### **ARTICLE IX NOMINATING COMMITTEE**

Section A. The Nominating Committee will consist of three (3) Members appointed annually by the President of the Organization. The President shall designate one member as the Chairman of the Committee.

### **ARTICLE X TERM OF OFFICE AND ELECTIONS**

Section A. The Board of Directors shall serve a term of Three (3) years except for the Initial Board of Directors.

Section B. The Board of Directors will be elected at the Annual Meeting held on each second Friday in July or at such time as the Board may determine.

Section C. The initial terms of office will consist of the following: Representatives from Region #1 and #4 will serve for one (1) year; Representatives from Region #2 and #5 will serve for two (2) years; and the Representative from Region #3 will serve for three (3) years. There after Board Members will serve terms in accordance with Article IX, Section A.

### **ARTICLE XI VACANCIES**

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Section A. In the event of a resignation from the Board of Directors the District Governor of District 33-A may make an interim appointment until the next annual election.

### **ARTICLE XII MEETINGS**

Section A. There will be a minimum of three (3) Board of Directors meetings each year. The first to be held in September, the second in December and the third in April.

Section B. Special meetings may be called by the President, at his/her discretion or at the request of three (3) or more Members of the Board of Directors. Notice of Special Meetings setting forth the purpose, time and place thereof shall be given to each Board Member at least 10 days prior to the date thereof.

Section C. The presence in person of a majority of the members shall be necessary for a quorum at such meeting of the Board.

Section D. Unless otherwise provided an act of the majority of the members present and voting shall be the act and decision of the organization.

### **ARTICLE XIII PROCEDURES**

Section A. Except as otherwise specifically provided in this Constitution and By-Laws, all questions of Order or Procedure with respect to any meeting or action of this organization, its Board of Directors or any appointed committee hereunder shall be determined in accordance with Roberts Rules of Order, Newly Revised, as revised from time to time.

### **ARTICLE XIV AMENDMENTS**

Section A. This constitution may be amended at any time by the Board of Directors.

Section B. No amendment shall be put to a vote unless written notice thereof, stating the proposed amendment, shall have been mailed or delivered to each Member at least (14) days prior to the meeting.

# **DISTRICT 33-A LIONS SIGHTMOBILE, INC.**

## **BY-LAWS**

### **ARTICLE I OPERATION OF SIGHTMOBILE**

Section A. The District 33-A Lions Sightmobile shall be made available to any Lions Club of District 33-A, Lions International so that they may provide free Eye and Ear Screening Services or other medical screening programs as they may deem necessary for the welfare of the children and adults of their community.

Section B. No Lions Club will in any way associate or infer a fund raising program in connection with the use of the Sightmobile. In no way shall the public be allowed to believe that there is a cost related with this screening service to them.

Section C. All request for the use of the Sightmobile shall be forwarded to the Scheduling Chairman at least Ninety (90) days prior to its requested use date. Availability will be handled on a first come first serve basis. Clubs planning tie-in with other programs should plan well in advance if they want a specific date.

Section D. The Sightmobile will be made available to other Multiple District 33 Lions Clubs on an as available basis. Lions Clubs may work with other organizations in their communities in its use.

Section E. Each Lions Club that uses the facilities and/or equipment of the Lions Sightmobile agrees to comply the rules and procedures established for its safe and proper use. Under no event will any equipment be removed from the vehicle with out the prior authorization of the Board of Directors.

Sections F. Each Club assumes the responsibility of cleaning the vehicle and leaving it in the same manner it was when received. Each Club will assume responsibility for damage occurring as a result of its usage other than normal wear and tear.

Section G. A Lions club desiring to use the Sightmobile agrees to operate it in such a manner as not to bring discredit on the Club, Sightmobile or Lions International. All programs should be conducted by the local medical authorities. No inference should be made or implied that the screening program replaces a checkup by their Doctor.

Section H. The Sightmobile will be made available to a Club as scheduled.

Section I. Unusual transportation charges, such as parades will normally be borne by the local Club.

Section J. All costs associated with recruiting Doctors will be borne by the local Lions Club. The Sightmobile will assist the Club as best it can in obtaining medical assistance outside the community.

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Section K. The Sightmobile organization will assist the Clubs in obtaining promotional materials and in arranging training for their volunteer workers.

Section L. The club agrees to forward to the Sightmobile organization within ten (10) days of the conclusion of a screening program the statistical data resulting from the clinic.

Section M. Each Club using the Sightmobile agrees to bear the expense of its on local publicity and incidental costs (e.g. paper toweling, certain referral forms).

Section N. Each Club agrees to meet the trailer somewhere on its route from the previous town to theirs, in order to assist the District Driver in making a proper and timely delivery.

### **ARTICLE II COMMITTEES**

Section A. From time to time the President may appoint, with the approval of the Board of Directors such Special Committees as may be necessary.

Section B. The following Standing Committees may be appointed by the President:

1. Scheduling
2. Statistics
3. Vehicle Movement
4. Maintenance
5. Funds
6. Promotional Needs
7. Future Development
8. Operations
9. Club Liaison and District Governors Advisor

Section C. The President shall be Ex Officio member of all committees.

Section D. All Committees shall provide written report(s) to the Board of Directors at each of its scheduled meetings.

### **ARTICLE III TREASURER REPORTS**

Section A. The Treasurer shall prepare and make available for all Clubs in Lions District 33-A, a Financial Report of the Organization at the Mid-Winter Conference of District 33-A.

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**ARTICLE IV  
AMEMDMENTS TO BY-LAWS**

Section A. These By-Laws may be altered, amended or repealed in the same manner as the Constitutional Articles.