

(The information below is intended to assist the process of writing the constitution for your private organization. Read the *(italicized statements in parentheses)* and complete the requested information. Consider the language below as **mandatory**, unless otherwise approved. You should be specific with additional information that you place under any of the articles. The articles are in the order in which they should appear in your finished document.)  
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*(Only reference bylaws in this document if bylaws exist. Remember to submit any bylaws for review) Delete me!*

## CONSTITUTION for

**[FULL NAME OF PRIVATE ORGANIZATION]**

### ARTICLE I NAME, AUTHORITY, & PURPOSE

**Section 1.** The name of this organization will be **[full name of private organization]**, herein referred to as the Organization. It is established as a private organization pursuant to Air Force Instructions (AFI) 34-223, *Private Organizations (PO) Program*, and in accordance with all applicable civil and military laws and regulations.

**Section 2.** The purpose of this organization shall be to **[to be completed and provide concise, accurate information]**.

### ARTICLE II GENERAL PROVISIONS

**Section 1.** The Organization operates on RAF Lakenheath only with the written authorization of the Commander, 48th Mission Support Group (authority having been delegated by the Commander, 48th Fighter Wing). Operation is contingent on compliance with the requirements and conditions of all applicable Air Force instructions. The Commander, 48th Mission Support Group, may withdraw authorization if this organization prejudices or discredits the United States Government, conflicts with government activities, or for any other reasonable or just cause.

**Section 2.** The Organization is a self-sustaining private organization, run primarily through membership dues (if applicable), contributions, service charges, fees, special assessments, and fundraisers. At no time will this private organization solicit or accept financial assistance from an appropriated fund entity or a Nonappropriated Fund Instrumentality (NAFI) in the form of contributions, repairs, services, dividends, or donations of money or other assets.

**Section 3.** The Organization will conduct itself in a manner which is free of discrimination and provide equal opportunity and treatment for all members and prospective members regardless of their age, race, religion, color, national origin, ethnic group, gender or disability.

### ARTICLE III OFFICERS & GOVERNING BODY

**Section 1.** Administration shall be conducted by a board, constituted as follows: **[each officer must be listed here and then explained, individually, in Section 4 below]**.

**Section 2.** Term of office is **[insert the limits]**.

**Section 3.** Nomination and election of officers will be held **[insert the month and procedures]**.

**Section 4.** Duties and powers of the board shall be as follows: ***[each officer's duties and responsibilities must be spelled out in detail in subsections. Describe the responsibilities of officers for asset accountability, liability satisfaction, and sound financial and operational management]***:

***[As a part of the secretary and/or treasurer's responsibilities, the following statements must be included]:***

The books of the treasurer will be reviewed at least two (2) weeks prior to termination of office. The results of this review will reflect the new treasurer's acceptance of said books. A copy of the new Treasurer's Acceptance Statement will be forwarded to 48 FSS/FSR within ten (10) days of transfer to office. Calendar year financial statements (1 January to 31 December of the previous year) will be forwarded to 48 FSS/FSR by COB 15 February each year. Cost of all financial reviews/audits is the responsibility of the organization.

The treasurer will use budgets and financial statements as financial management tools as detailed in para. 10.6, AFI 34-223.

## **ARTICLE IV MEMBERSHIP**

*(Include membership eligibility that should be, primarily, limited to members of the DoD family. You MUST leave in the paragraph below; it is REQUIRED by the AFI. You must tell us how you are going to provide certification to FSS/FSR that PO members have been notified and understand their personal financial liability for obligations of the PO, as provided by law; this is REQUIRED by the AFI.) Delete me after completion!*

All members of this organization shall be jointly and severally liable for any and all obligations of the Organization. Further, the Organization will ensure all persons are aware of their obligations upon becoming members. Members will receive and acknowledge a written notice that they are personally and jointly and severally liable for the financial obligations of the Organization. Members will sign the notice, which will be kept by the Secretary and/or Treasurer.

## **ARTICLE V MEETINGS & QUORUMS**

**Section 1.** General membership meetings will be held ***[insert meeting date(s) and the means of notification]***.

**Section 2.** Board meetings will be held ***[insert meeting date(s) and the specific board members to attend]***.

## **ARTICLE VI FINANCES**

***(Use below either the Section numbered 1-6 or the Section numbered 1-5) Delete me!***

**Section 1.** Dues will be paid by the members of this organization.

**Section 2.** The dues shall be ***[complete amount, basis, and frequency]***.

**Section 3.** Other income will be obtained from fundraising events and other activities ***[include all proposed sources of income]*** as approved by the general membership and in accordance with AFI 34-223 and AFI 36-3101. This organization will not conduct more than three (3) fundraising events per calendar quarter. This organization will not solicit gifts or donations on base. If making off-base solicitations, this organization will clearly indicate that the solicitation is for a private organization and not for RAF Lakenheath, the 48th Fighter Wing, or any official part of the Air Force.

**Section 4.** Money collected will be used for operation of the Organization.

**Section 5.** Income will not accrue to individual members of the Organization.

**Section 6.** If the Organization's annual gross revenues are at least \$100,000 but less than \$250,000, members will vote to appoint an accountant, who will conduct an annual audit of the Organization's finances. If annual gross revenues are \$250,000 or more, members will vote to appoint a Certified Public Accountant to conduct the annual audit. The Organization will pay for accountant services from its funds.

OR

**Section 1.** Dues will not be paid by members of this organization.

**Section 2.** Income will be obtained from fund-raising events and other activities ***[include all proposed sources of income, including the sale of squadron/PO memorabilia if you sell these items]*** as approved by the general membership and in accordance with AFI 34-223 and AFI 36-3101. This organization will not conduct more than (2) fund-raising events per calendar quarter. This organization will not solicit gifts or donations on base. This organization, if making off-base solicitations, will clearly indicate that the solicitation is for a private organization and not for RAF Lakenheath, the 48th Fighter Wing, or any official part of the Air Force.

**Section 3.** Money collected will be used for operation of the Organization.

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**Section 5.** If the Organization's annual gross revenues are at least \$100,000 but less than \$250,000, members will vote to appoint an accountant, who will conduct an annual audit of the Organization's finances. If annual gross revenues are \$250,000 or more, members will vote to appoint a Certified Public Accountant to conduct the annual audit. The Organization will pay for accountant services from its funds.

## ARTICLE VII INSURANCE

***(Use the language below, even if requesting an insurance waiver) Delete me!***

**Section 1.** The Organization will maintain liability and property damage insurance coverage commensurate with risk to protect against any claims or lawsuits that might arise from the commission or omission of acts by its members when acting in any capacity for, or in participating in any activities of, the organization. Such coverage, if required, will expressly provide that the United States Government and any Nonappropriated Fund Instrumentality (NAFI) will not be liable for any claims or judgments against this organization or its members. An insurance policy copy and all renewal policies will be forwarded to 48 FSS/FSR. If insurance is deemed not necessary, a letter, "Request for Waiver of Insurance", will be submitted to 48 FSS/FSR for approval by the Commander, 48th Mission Support Group.

**Section 2.** The Organization holds harmless and will indemnify the United States, Department of Defense, and any of its agents or units for claims arising from any of the Organization's activities.

## ARTICLE VIII ADOPTION & AMENDMENTS

**Section 1.** These articles may be amended on the approval of ***[include the number or percentage of the board or membership]***.

**Section 2.** If amended, the constitution will be submitted immediately to 48 FSS/FSR, reviewed by 48 FW/JA, and approved by the Commander, 48th Mission Support Group. Failure to submit, in a timely manner, a constitution that has been amended will result in the withdrawal of authority to operate on RAF Lakenheath by the Commander, 48th Mission Support Group. At a minimum, this constitution will be updated every two years, or when there is a change in the purpose, function, or membership eligibility in accordance with AFI 34-233, paragraph 9.3.

**Section 3.** Conflicts of any provision of this constitution or bylaws with existing military regulations or directives will be changed administratively in accordance with the regulations or directives, subject to final review by the Commander, 48th Mission Support Group.

**Section 4.** This constitution was approved by a majority vote of the general membership on **[enter the date]** and is submitted for approval by the Commander, 48th Mission Support Group, RAF Lakenheath, United Kingdom.

## **ARTICLE IX DISSOLUTION**

**Section 1.** The Organization may be dissolved on a vote of the membership.

**Section 2.** In case of dissolution of the organization, funds in the treasury at the time will be used to satisfy any outstanding debts, liabilities, or obligations. Each member may be held jointly and severally liable for just debts in the event the organization's assets are insufficient to discharge liabilities. If liabilities exceed assets upon dissolution, then the excess of liabilities over assets shall be paid by the membership on a pro rata basis. For the purpose of this article, a member is defined as one whose name is carried on the roll of the active and associate members as of the date of notification; members are clearly identified in Article IV of this constitution. The membership is liable under the laws of the United Kingdom for organizational debts in the event the organization's assets are insufficient to discharge liabilities.

**Section 3.** Remaining funds and residual assets will be disposed of as determined by the membership. The Organization may vote to donate remaining funds and residual assets as a gift to the Air Force pursuant to AFI 51-601, Gifts to the Department of the Air Force, or as a NAFI donation pursuant to AFI 34-201, Use of Nonappropriated Funds (NAF).

*(Your private organization may dispose of its assets only in the manner outlined in your constitution and bylaws. If proper provisions exist, a private organization may give residual assets to the Air Force or a NAFI in accordance with AFIs 51-601, Gifts to the Department of the Air Force, and 34-401. Neither appropriated fund (APF) activities or NAFIs may claim the assets of, or make or assume any obligations for a private organization, except those that may arise from a valid contract between them.) **Delete me!***

**Section 4.** Distribution of residual funds and other assets will not accrue to the benefit of any individual member.

**Section 5.** In the event that a Nonappropriated Fund Instrumentality (NAFI) fills the need for which this private organization is established, this organization will be dissolved. Under such circumstances, all financial transactions of dissolution will be concluded separately and apart from the operation of any activity established as a NAFI.

**Section 6.** Upon determination to dissolve, written notice by this organization's officers will be provided to the Commander, 48th Force Support Squadron. In this written notice, this organization's officers will state their intent to dissolve and provide a time-phased action plan to do so.

**Section 7.** The Installation Commander, or delegate, has the authority to dissolve this organization if there are no members present, or if it's in the best interests of the United States Air Force.

**SAMPLE BYLAWS**

Article 1

Duties of Officers

Article 2

Election and Voting

Article 3

Dues and Fees

Article 4

Standing Committees

Article 5

Finances and Taxes

Article 6

Insurance Coverage

Article 7

Awards/Gifts