



## **ARTICLE 1: STATEMENT OF PURPOSE**

1. The purpose for which the Corporation is formed is to promote development of Model Aviation as a recognized sport, worthwhile recreational activity and to allow for social events among its members. This Corporation is organized for pleasure, recreation and other non-profitable purposes, substantially all of the activities of which are for such purposes. None of the net earnings shall inure to the benefit of any private shareholder or individual. Additionally, the purpose of this Corporation is for the NorCal Slope Soarers, Inc. (hereafter referred to as "NCSS" or "Club"), AMA charter club #4494, to primarily maintain access for Club members to the) King Ranch flying site AKA the SLOT. Maintaining access to the SLOT requires working with the Solano Land Trust (SLT) to satisfy their needs and requirements and requires that all Club members behave responsibly and safely at all times. A secondary purpose of the NCSS is to develop, support, and encourage F3F, Man on Man, and Dynamic Soaring competition in the Northern California region.

## **ARTICLE 2: OFFICERS AND DUTIES**

1. **Executive Committee:** The management of the affairs of the Club shall be vested in the Executive Committee, which shall have the authority to establish and administer its policies. Executive Committee decisions may be made by a two-thirds (2/3) majority vote of a quorum at an in-person meeting, or via e-mail and/or including absentee mail votes. A quorum shall consist of at least two-thirds (2/3) of the Executive Committee members. Official decisions shall be consistent with the Club statement of purpose (Article 1, Section 1) as well as the stated purposes and objectives of the AMA as set forth in its Bylaws and, where those Bylaws are not specified, vested in the sound discretion of the Executive Committee. The Executive Committee may authorize expenditures up to \$250 to satisfy Club obligations, not to exceed a total of \$500 quarterly. Larger expenditures require Club approval at a regular or special meeting. The Executive Committee shall be composed of the Club officers (listed below) plus additional members at large elected from the Club membership as required to bring the Executive Committee total to eight voting members. Individuals may fill multiple roles in the Executive Committee in which case such person has only one vote in any Executive Committee decisions.
2. **President:** The President shall preside at all meetings of the Club and shall act as a spokesperson in all matters pertaining to it. The President shall be an ex-officio (by virtue of office) member of all Club committees. The President has primary responsibility to ensure that the Club as a whole meets its statement of purpose (Article 1, Section 1) and is the primary contact person with SLT.
3. **Vice-President/Contest Director:** The Vice-President shall act for the President when he/she is unable to serve and is to maintain an accurate record (including place of storage) of all Club assets. The Vice-President shall be responsible for coordinating and establishing, a schedule for the next contest/event season to be approved at a regular or special Club meeting.
4. **Secretary:** The Secretary shall record minutes of each Club meeting and handle all correspondence pertaining to Club activities. He/she will also be the Club's contact person with the AMA in case of questions, problems or situations. The Secretary shall also be responsible for maintaining an accurate membership list and club email list including verification of each Club member's AMA status and coordination with the Treasurer and Field & Safety Marshall regarding each Club member's payment of dues and satisfaction of workday requirements.
5. **Treasurer:** The Treasurer shall collect all moneys due and shall keep a record of moneys disbursed by the Club. The Treasurer shall be responsible for establishing a working budget to be approved by the Club membership. The Treasurer may authorize expenditures up to \$150 to satisfy Club obligations, not to exceed a total of \$300 quarterly. Larger expenditures require Club approval at a



regular or special meeting.

6. **Field & Safety Marshall:** The Field & Safety Marshall shall be responsible for maintaining parking areas, flight lines, landing zone/s and for establishing work parties to carry out maintenance activities in general. He/She is to ensure that the field is properly maintained and recommend improvements and changes. The Field & Safety Marshall shall chair the Field & Safety Committee and ensure existing safety regulations are enforced. This includes processing the grievance forms and following the grievance procedure documented in Article 17. The Field & Safety Marshall is responsible for reviewing the Club safety rules and making recommended changes to the Club.
7. **Web/E-Mail Coordinator:** The Web/E-Mail Coordinator shall be responsible for maintaining and moderating the NCSS website.

### **ARTICLE 3: AUDIT**

1. The President or his appointee(s) will make a periodic audit of the Treasurer's books. An audit shall at minimum include a review of Club income, expenses, outstanding bills, account balance, budget and projected annual expenses.

### **ARTICLE 4: TERMS OF OFFICE**

1. All elected officers and members at large of the Club shall serve for one year from the date of election. Officers are to be elected by a vote of simple majority of those present at the regular meeting in the month of November or December. Mail-in or electronic ballots will be made available for those members who have voting rights but cannot attend the meeting. Those ballots, returned by mail, e-mail, or electronic poll before the next meeting, will be counted as if those persons were present at the meeting. New officers will take office immediately after the election has concluded.
2. Nominations of Club officers shall be made at a regular or special meeting at least two weeks prior to elections. Nominations for office may be made by any active Club member holding voting rights, either in person or by submitting a proxy nomination to an existing officer. All known candidates for office will be announced subsequent to nominations.
3. A secret ballot is required for officer elections and members at large of the Executive Committee, for removal of a Club officer or member at large of the Executive Committee, and for expulsion of a member from the Club. The secret ballot process shall be extended to include absentee mail-in, and e-mail and/or electronic polling administered by the Secretary. It is understood that this officer may be privy to and have foreknowledge of the ballot results for members which exercise these options, but in no event shall the identities or votes collected in this manner be disclosed by the Secretary to anyone except to confirm which members have voted and the total of votes for or against any decision at the appointed closure of voting.

### **ARTICLE 5: VACANCIES**

1. Vacancies in any office shall be filled by appointment by the remaining Executive Committee members, such appointee to serve until the end of the term for which his/her predecessor was elected.

### **ARTICLE 6: COMMITTEES**

1. Committees of the Club shall be appointment by the President and may be approved by a simple majority vote of the members present at a meeting, to serve throughout the term, or less, of his/her tenure of office. Standing committees are the Executive Committee and the Field & Safety Committee.



**ARTICLE 7: MEETINGS**

1. Regular Club meetings shall be scheduled on a quarterly basis and held at a time and place designated by the President or Executive Committee. Meeting times and places shall be announced using e-mail.
2. Robert’s Rules of Order shall prevail at all meetings.
3. The President or Executive Committee may call special meetings with no less than five days prior notice of a special meeting. The purpose of the special meeting shall be stated in the notice. The notice shall be made in writing via e-mail.
4. Decisions at any Club meeting may be made by a simple majority of a quorum.
5. A Club meeting quorum shall consist of at least 20% of members with voting privileges.
6. Any member of the Club may initiate a formal request for action by the Executive Committee by submitting a written proposal to the President. The proposal shall include a written description of the nature, type, and extent of the recommended action. The President shall forward copies of the proposal to other Executive Committee members for their consideration. Either the President, or any other Executive Committee member, may have the matter placed upon the working agenda of the next Club meeting.
7. The Club prefers members participate in meetings face-to-face. In extenuating circumstances remote participation is permitted. Such circumstances can include but not be limited to; personal illness or travel or unfavorable weather preventing a face-to-face club meeting. In that case Club Members may participate in regular and special meetings through use of conference telephone, electronic video screen communication, or other communications equipment, so long as all members participating in such meetings can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

**ARTICLE 8: DUES AND MEMBERSHIP**

1. All New Members and Active Members (defined below in Article 9) are required to maintain AMA membership, pay dues, keep a current signed NCSS Release & Indemnification Agreement on file with the Secretary and perform one workday a year. A workday is defined as a work event as directed by the Field & Safety Marshall, a SLT organized workday or a Coastal Cleanup event.
2. The regular annual dues to be paid to the Club by each member shall be \$50 per year and shall be due on the first business day in January each year. Dues are non-refundable, except under extraordinary circumstances, which will be determined by the Executive Committee on a case-by-case basis. One workday per year may be skipped by paying \$50 assessment. See Table I below for schedule of yearly payments for all members.

Workdays Complete:	Dues + Buyout:	Total Payments:
1	\$50	\$50
zero	\$50 + \$50	\$100

3. New Members who join the Club shall pay \$50 and be required to perform a workday.
4. A member shall be in arrears if for any of the following reasons:
  - A. Failure to pay dues by the first business day in February of each year,
  - B. Failure to complete required workdays by July 1st and the end of December of each year,
  - C. Lapse of AMA membership,
  - D. Failure to submit a signed NCSS Release & Indemnification Agreement.
5. Types of membership and limits on the total number of members shall be determined by the



Executive Committee, subject to requirements established by the current flying site access agreement with the property owners.

### **ARTICLE 9: MEMBER STANDING**

1. All persons shall be eligible for membership, and shall agree to abide by the Club's bylaws, and those of the AMA.
2. The membership shall be divided into the following categories:
  - A. Active Member: Is eighteen (18) years or older, has full flying privileges and voting rights. Dues and responsibilities are defined in Article 8.
  - B. New Member: New Member applicants shall be introduced in person by an Active Member sponsor. New Member applicants shall have flown safely on at least two separate occasions at the SLOT prior to applying for membership and must be introduced by an Active Member sponsor. The membership, by a majority vote of the members present at a meeting, shall approve any application for membership. Meets all the criteria as an Active Member (above) but has joined the Club less than one year ago and is noteligible for elected offices for a period of six Months from the date of joining the club. New Members must submit Dues, Membership fee, and signed Release when they jointhe club.
  - C. Honorary Member: May be any age but has no flying or voting privileges. Dues are as defined in Article 8, but no workdays or AMA membership is required, and the initiation fee as defined in Article 8, is waived. Honorary Members are granted access to the NCSS e-mail and/or receive newsletters (if any) and are considered Club members when contest openings are reserved for Club members or priority is otherwise given to Club members.

### **ARTICLE 10: RESIGNATION, TERMINATION, DISCIPLINARY ACTION, AND EXPULSION**

1. Any member in good standing may resign his/her membership by giving written notice to the Secretary.
2. Any Active Member who is in arrears as defined in Article 8, will be given a two-month probation period to correct the matter, during which time his/her flying and voting privileges are revoked and they will forfeit any office they hold in the club. Any Active Member who fails to meet these requirements by the end of the probation period may be subject to immediate expulsion from the Club.
3. Any New Member who fails to meet the requirements for membership as defined in Article 8, is subject to immediate expulsion from the Club.
4. Any other unacceptable behavior by an individual member or members, as defined by the Executive Committee, becomes the responsibility of the Executive Committee as stated in Article 2, of these Bylaws. Any individual may be expelled or suspended from membership from the Club by a two-thirds (2/3) majority vote of the Executive Committee if, in the Executive Committee's determination, such individual willfully commits any act or omission which is a violation of any of the terms of these Club Bylaws, or the Rules of the AMA, or which is detrimental or offensiveto the Club, its members, SLT, the AMA, to model aviation, or threatens the Club access to the flying site.

### **ARTICLE 11: AMENDMENTS AND SPECIAL ASSESSMENTS**

1. Amendments to these Club Bylaws and Special Assessments may be made at any general or special meeting of the Club membership, provided the members shall have been notified in writing by e-mail at least five (5) days in advance, that the amendments and/or Special Assessments are to be considered. Copies of the proposed amendments and/or Special Assessments shall be provided to all members as part of the notification. Amendments and



Special Assessments shall be approved by no less than a two-thirds (2/3) majority vote of the Active members at the meeting. Absentee, e-mail and/or electronic poll ballots will be made available for those voting Active members who cannot attend the meeting. Those ballots, returned by mail, e-mail, or electronic poll before the next meeting, will be counted as if those persons were present at the meeting.

### **ARTICLE 12: SPECIAL FUNDS**

1. The Treasurer of the Club is authorized to receive contributions or specially obtained funds from any individual or institution, to be applied to the operating expenses of the Club. Such funds shall be reported to the membership at the next regular or special Club meeting.

### **ARTICLE 13: DURATION**

1. The duration of this Club shall be perpetual.

### **ARTICLE 14: DISSOLUTION**

1. The Club may be dissolved with the approval of a two-thirds (2/3) majority vote of the total membership.
2. Upon the dissolution of the Club, the Executive Committee shall, after paying or making provision for the payment of all of the liabilities of the Club, dispose of all the assets of the Club exclusively for the purposes of the Club in such manner, to organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(7) of the Internal Revenue Code of 1986, as amended, or to such other organization with purposes similar to the purposes of this Club, as the Executive Committee shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of this Club is then located, exclusively for such purposes and to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

### **ARTICLE 15: INCORPORATION**

1. The Club is incorporated as a 501(c)(7) non-profit organization in California, EIN: 20-3318030.

### **ARTICLE 16: LOGO**

2. The official Club logo shall be:



### **ARTICLE 17: GRIEVANCE PROCEDURE: FLIGHT AND GROUND SAFETY RULES**

1. **Purpose:** The grievance procedure provides a mechanism to enforce existing safety rules by providing a progressive disciplinary system when needed. Although most complaints can be resolved informally, if a complaint is serious or cannot be resolved informally, the matter should be referred to the Field & Safety Committee for its consideration by means of a Grievance Form



to be filled out and turned into the Field & Safety Marshall. At least one witness is required to sign the Grievance Form.

2. **Field & Safety Committee:** The Field & Safety Committee shall use its judgment in carrying out action on the following:
  - a. A grievance form (see last page) will be filled out and turned into the Field & Safety Marshall. At least one witness is required.
  - b. **FIRST VIOLATION**
    - i. The viewpoints of both complainants and accused will be considered.
    - ii. The complainant's name will be disclosed.
    - iii. A verbal reprimand will be given to the accused by the Committee, and this will be recorded in the Committee files.
  - c. **SECOND VIOLATION**
    - i. The complainant's name will be disclosed.
    - ii. The accused has the right to a written rebuttal, to be reviewed by the Committee.
    - iii. The Committee may recommend disciplinary action to be administered by the Executive Committee.
  - d. **THIRD VIOLATION**
    - i. The Committee will notify the accused in writing and the Club members via e-mail that the Club will vote on the expulsion of the accused at the next regular or special meeting.
    - ii. Said expulsion will last for a one-year minimum.
    - iii. A member may be expelled from the Club only upon a two-thirds (2/3) majority vote of the membership present at the meeting.
    - iv. Voting will be by secret ballot at a regular or special meeting with five (5) days prior notice.
    - v. The expelled member may reapply for membership as a New Member with sponsorship from an Active Member after the expiration of the expulsion time period with no standing over any other applicants on any waiting lists.
  - e. The three actions will not be enforced unless they are accumulated within a two-year period of time.
  - f. Any member receiving a Grievance, who directs any retaliation action against the person filing said Grievance, will be subject to immediate expulsion from the Club. This is to include threats, intimidation, physical harm, intentional equipment damage, or any other action deemed to be retaliatory by the Executive Committee.



***CLUB GRIEVANCE FORM***

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Nature of Violation:

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Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Additional Witnesses (not required):

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