

# Bylaws of the Coachella Valley Radio Control Club

January 21, 2022

## PREAMBLE

The Coachella Valley Radio Control Club ("Club") is incorporated as a non-profit organization under the laws of the State of California and section 501(c)(3) of the Internal Revenue Code and chartered by the Academy of Model Aeronautics (AMA), Club number 2458. The Club is dedicated to the teaching, promotion and safe conduct of building, modeling and flying model aircraft in accordance with the recommendations and requirements of the Academy of Model Aeronautics Inc. (AMA).

The Club does not and shall not discriminate, or condone use of racial slurs against any race, color, religion disability, marital status, sexual orientation, or military status, in any of its activities or operations. We are committed to providing an inclusive and welcoming environment for all members, guests, clients, volunteers, subcontractors, and vendors.

The Club will, in cooperation with the schools, museums, and other educational organizations in the area, conduct periodic demonstrations, classes, and instructional activities to promote interest in model building and flight, aviation, and related fields.

The safety of the students, the members, and the general public is the primary concern of the Club. All of the provisions of the Bylaws shall be interpreted so as to accomplish the foregoing goals.

No part of the net earnings of the Club shall be used for the benefit of, or be distributed to its members, officers, or other private persons, except that the Club shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes of the Club as described above. The Club will not conduct activities that are not permitted for a corporation exempt from Federal Income Tax under section 501(c) of the Internal Revenue Code or the corresponding provision of any future Internal Revenue Code or under the California Corporations Code. On liquidation or dissolution, all properties and assets and obligations shall be distributed pursuant to the non-profit provisions of the California Corporations Code then in effect.

## ARTICLE I: OFFICERS AND DIRECTORS

1. **Board of Directors:** The management of the affairs of the Club shall be vested in the Board of Directors who shall have the authority to establish and administer its policies. The members of the Board of Directors shall always promote the Club in a positive way that benefits the Club. Official decisions shall, whenever possible, be consistent with the stated purpose and objectives of the Club and the AMA. The Board of Directors shall consist of five (5) members as determined by actions put forth in Article 2. Officers of the Club (President, Vice-President, Secretary, and Treasurer) and a Safety Coordinator shall be identified by actions put forth in Article 2. The Board of Directors may, at its discretion, designate additional member(s) as ex-officio member(s) of the Board of Directors to serve at the pleasure of the Board of Directors, without voting rights.

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 will periodically appoint an Audit Committee to audit the

Club's financial records and may appoint other special committees as necessary for the conduct of the Club's activities. In the event of a tie vote, the President will cast the deciding vote.

3. **Vice-President:** The Vice-President shall act for the President when he is unable to serve.
4. **Secretary:** The Secretary shall record minutes of each Club meeting and handle all correspondence pertaining to Club activities. He will also be the Club's contact person with AMA in case of questions, problems, or situations.
5. **Treasurer:** The Treasurer shall collect all moneys due and shall keep a record of all moneys received or disbursed by the Club and provide monthly reports as well as a year-end summary of accounts. The Treasurer shall also prepare and submit such tax returns as are required by state and federal law.

## **ARTICLE 2: ELECTION OF DIRECTORS AND TERMS OF OFFICE**

1. All members of the Board of Directors of the Club shall serve for one (1) year, from January 1 through December 31. Each October, the Board of Directors will appoint a nominating committee who will develop a slate of nominations for the five (5) Board of Directors positions. A nominee shall be a current member in good standing at the time of being nominated. The slate of nominees will be presented at the November General Membership Meeting, and additional nominations from the floor will be accepted, provided that the nomination is moved and seconded, and the nominee(s) is(are) present and accepts the nomination to serve.
2. Ballots will be emailed by the Secretary the first week in December to all full Club members in good standing identifying the Board of Directors nominees.
3. In the event that more than five (5) nominees are put forward, the five (5) nominees for Director positions receiving the higher number of votes will be elected.
4. The elected Directors will subsequently meet in separate session to identify who among them will be named to the four (4) Officer positions (President, Vice-President, Secretary, and Treasurer) and the position of Safety Coordinator. One Director may hold two Officer positions. However, at least three different Directors shall be Officers.

## **ARTICLE 3: VACANCIES AND REMOVAL OF DIRECTORS/OFFICERS**

1. Vacancies in any office shall be filled by appointment by the remaining members of the Board of Directors, such appointee to serve until the end of the term for which the predecessor was elected.
2. The Board of Directors may remove from office for cause any Officer, including a Director, by majority vote of the Board of Directors, excluding the Board member to be removed. The members of the Club may, at a special meeting called and duly noticed for the purpose, by two thirds (2/3) majority vote of the voting members at the meeting, remove any Officer or Director.

## **ARTICLE 4: MEETINGS**

1. Regular meetings shall be held at a time and place designated by the Club Officers and notice sent by email and posted at the airfield.
2. Club Officers may call special meetings with no less than five days prior written/electronic notice of a special meeting. The purpose of the special meeting shall be stated in the written/electronic notice.

3. At any Club meeting, all business may be approved by a simple majority, over fifty percent (50%) of the members voting at the meeting, except as otherwise specified in these Bylaws.
4. Robert's rules of order shall govern the conduct of all meetings.
5. The members in attendance at a duly called and noticed meeting shall constitute a quorum.

#### **ARTICLE 5: MEMBERSHIP**

1. All persons interested in the design, construction and/or flying of model aircraft who are current members of the AMA shall be eligible for membership and shall agree to abide by the Club's bylaws, the bylaws and safety rules of the AMA, and the Club rules and regulations as documented on the Club's website.
2. The Club does not and shall not discriminate, or condone use of slurs against any race, color, religion (creed), gender, gender expression, age, national origin, disability sexual orientation or any other federally protected class in any of its activities or operations.
3. The membership shall be divided into the following categories:
  - A. **Full Member:** A full member is nineteen (19) years old or older and has full privileges and voting rights.
  - B. **Junior member:** A junior member is younger than nineteen (19) years old. Junior members are not required to pay dues and may attend and participate in Club meetings but have no voting privileges.
  - C. **Associate member:** An associate member is a non-flyer, who is interested in the activities of the Club. An associate member may attend and participate in the Club meetings, but has no voting rights. A person may become an associate member by invitation of the Board of Directors. Associate members are not required to pay dues.

#### **ARTICLE 6: INITIATION DEPOSIT, DUES, AND ASSESSMENTS**

1. New members are on a probationary status for 2 months. During this time, the Board of Directors may, at its sole discretion, refuse membership and must return the membership fees.
2. The initiation deposit, if required, and the annual dues to be paid to the Club shall be determined by the Board of Directors. Dues are non-refundable, except under extraordinary circumstances, which will be determined by the Board of Directors on a case-by-case basis. Dues are to be paid no later than the January Club meeting.
3. If the Board is notified that a prospective member has been expelled or declined membership from another club, the Board will determine if the previous circumstances warrant refusal for membership.
4. No special assessment shall be levied upon the Club membership except under extraordinary circumstances. Any such assessment must be approved by a vote of two-thirds (2/3) majority of the members voting at a regular monthly meeting, the members having been given fourteen (14) days prior notice along with an explanation of the assessment.

5. A member shall be in arrears if dues are not paid by January 31, and his/her membership shall be deemed to be terminated by reason of such nonpayment, unless satisfactory explanation of the reason(s) for such nonpayment is presented to the Board of Directors. The Board of Directors may, reinstate such person to membership providing the membership and a late fee of \$50.00 has been paid.

#### **ARTICLE 7: RESIGNATION, TERMINATION, DISCIPLINARY ACTION, EXPULSION, REINSTATEMENT OF MEMBERSHIP, AND DAMAGE TO CLUB PROPERTY**

1. Any member may resign his membership in the Club at any time with written notice to the Club Secretary.
2. If any member ceases to be an AMA member, his membership in the Club shall thereby terminate immediately, subject to reinstatement upon proof of renewed AMA membership.
3. In support of the Club's purpose of providing facilities for the enjoyment and safe operation of model aircraft, conduct at the flying field that jeopardizes the Club's privilege of using the flying site, any actions which place personal safety or the safety or property of others in danger, or continually or willfully commits any act or omission which violates any of the terms of the Club's Bylaws, lease agreement, or Club, FAA, or AMA rules and/or Safety Codes is unacceptable and Articles 5, 6, and 7 will apply.
4. Any member who damages any of the shade cloths or structures shall be responsible to pay restitution to the club to return the shade cloth/structure to its original condition. Failure to do so may be grounds for dismissal from the Club.
5. Members are expected to treat each other, guests and visitors to the airfield and other Club events with courtesy, respect, civility and dignity. Disagreements among individuals are expected to be handled civilly and respectfully. Threatening, intimidating or abusive language or behavior is unacceptable and may be grounds for disciplinary action.
6. When a member has been asked repeatedly to stop poor behavior or the offense is of a serious nature, a grievance can be filed against any member. Any member in good standing can file a grievance in writing over his/her signature to any Officer. At least one witness is required to sign the grievance. The Board of Directors shall, with a two-thirds (2/3) majority vote of the Board of Directors, have the discretionary authority to provide for and to impose disciplinary action, up to and including immediate suspension or revocation of flying privileges and/or membership, for any such conduct. Any such disciplinary action shall be reported to the membership at the next regular meeting. A member who has been subject of any such disciplinary action shall be promptly notified electronically. The member may request a hearing before the Board of Directors to appeal the action. Such request for a hearing must be submitted to the Board of Directors in writing no more than fourteen (14) days following the notice of action. The member will be notified electronically as to the findings/actions of the Board of Directors no more than seven (7) days after the hearing. If, after the hearing, the member's full and unrestricted rights of membership have not been restored, the member may then request a hearing before the Club membership to appeal the action. A two-thirds (2/3) vote of the members voting is required to modify or reverse the actions of the Board of Directors in this respect.
7. Brandishing or threatening a member with any kind of weapon that could cause bodily harm is grounds for immediate dismissal from the Club. The victimized party and a witness shall report this to a

member of the Board of Directors and the victimized party shall file a Police report. The Board of Directors member is obligated to submit a report signed by the victimized party and witness to the remainder of the Board. The Board shall submit a report to the Parks and Recreation District. The member who brandished or threatened the member with the weapon will be expelled from the Club for life.

#### **ARTICLE 8: GUESTS**

1. A non-member of the Club is considered a guest. A guest may fly a total of three (3) times and must be an AMA member and have their current AMA card in their possession. Their AMA membership must be verified by a Club member before they are allowed to fly. The guest must follow the Club and AMA safety codes at all times. Any flying by the guest will be monitored by a Club member. After a guest has flown three (3) times, it will be mandatory that they join the Club, should they want to continue flying at our field. This rule does not apply if a person has been a previous member and let their membership lapse. The previous member must pay their dues and any late fee that is due before being allowed to fly.

#### **ARTICLE 9: RIGHT OF ENTRY**

1. "Owner/Operator(s)" means the Landowner/Lessor, Lessees, Sublessees and Operators of Canal Regional Park. "Visitor and Event Participants" means any person, contractor or worker with express or implied permission to enter the property of Owner/Operator(s). For purposes of the Permission for Entry, Hold Harmless and Indemnification provisions set forth below, the term Visitor and Event Participants shall also apply to, and govern, all members of the Club.
2. Unless specifically denied or prevented, permission is hereby granted to Visitor and Event Participants to enter upon the Owner/Operators(s) property for the purposes of engaging in recreational activities or performing defined work.
3. By making entry onto the Owner(s) property, Visitor and Event Participants agree to defend, preserve and hold harmless the Owner/Operator(s), the Club and each Officer, Director, employee and independent contractor thereof from any liability or responsibility for any accident, loss or damage to persons or property happening or occurring as the proximate result of any of the entry, inspection, recreational activity, or any work performed as a result of such entry and inspection, and that all of said liabilities are hereby assumed by Visitor and Event Participants.
4. Visitor and Event Participants hereby agree to indemnify, defend, assume all liability for and hold harmless the Owner/Operators(s), the Club and its Officers, Directors, employees, agents and representatives from all actions, claims, suits, obligations, liabilities, damages to property, environmental claims, or injuries to persons which may be caused by Visitor and Event Participants pursuant to the Permission for Entry. or arising out of or in connection with such activities, whether such activities or performance thereof are by Visitor and Event Participants or anyone directly or indirectly employed or under contract with Visitor and Event Participants and whether such damage or claim shall accrue or be discovered before or after the termination of the Permission for Entry.

#### **ARTICLE 10: 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.

2. The President will have discretion to expend up to five hundred dollars (\$500) per year without requiring Club or Board of Directors' approval. Receipts for any and all such expenditures will be presented to the Treasurer of the Club.

#### **ARTICLE 11: COMMITTEES**

1. The Board of Directors may establish and appoint the membership to such committees as it may determine to be in the best interest of the Club.

#### **ARTICLE 12: AMENDMENTS**

1. Approval of Amendments to these bylaws must be made at any general meeting of the Club. Amendments to these bylaws may be proposed by any member in good standing. The proposed amendments must be made in writing to the Board of Directors. Upon approval of the proposed amendments by majority vote of the Board, the Club members must be notified in writing or by email at least five (5) days in advance of the meeting the amendments are to be considered. If the general meeting location is not available, the President can designate an alternative location. Copies of the proposed amendments shall be provided to all members as part of the notification. Amendments shall be approved by a majority vote of the members voting at the meeting.