

COUPLES of San Francisco Bay Area, Inc.
BYLAWS

Adopted *(date)*
Amended *(date)*

Article I NAME

The name of the organization is COUPLES of San Francisco Bay Area, Inc.

Article II AUTHORITY

COUPLES of San Francisco Bay Area, Inc. (CSFBA) operates as a California not for profit corporation (#_____) (pending) that is tax-exempt under the provisions of the Internal Revenue Code Section 501(c)7 (EIN#_____) (pending) and under all provisions of these bylaws and any amendments.

Article III STATEMENT OF PURPOSE

- A. The purpose of CSFBA is to be a social, educational, advocacy, support and networking organization for gay and lesbian couples and to promote the validity of same-gender relationships.
- B. CSFBA shall have no specific political or religious affiliations.

Article IV DEDICATION OF ASSETS

The properties and assets of CSFBA are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this corporation, or dissolution of same, shall inure to the benefit of any private person, individual, and/or couple. On liquidation or dissolution, all properties, assets and/or obligations shall be distributed and paid over to an organization dedicated to charitable purposes and that organization must be dedicated to exempt purposes as specified in the Internal Revenue Code Section 501(c) 7.

Article V CONFIDENTIALITY

CSFBA shall respect the rights of privacy of all of its Member Couples. Names, addresses, telephone numbers, and other information about Member Couples on the official membership roster shall not be published, used or otherwise released except to appropriate officers of the organization, and then only as essential to the provision of service to the Member Couples. As a matter of policy, the organization will publish only the first names of persons hosting events or otherwise mentioned in the monthly newsletter. A directory may be published of Member Couples consenting to be included.

Article VI MEMBERSHIP

SECTION 1. **Definition**

Membership in CSFBA shall consist of persons participating in a same-gender couple relationship, each person in the couple having obtained the legal age of eighteen (18) years.

CSFBA in no manner subscribes to nor supports any form of discrimination concerning an individual's race, country of origin, place of residence, age, gender, type of employment, religion, or financial status, except that individuals under the age of 18 shall not be eligible for membership. The Operating Board may arrange a payment plan to accommodate any Member Couple with severely limited financial resources.

SECTION 2. **Membership Categories**

A. Member Couple in good standing is a Member Couple whose dues are fully paid or who have made prior arrangements for payment.

B. Special Honorary Membership is a non-voting membership established and granted by the Operating Board.

C. A Sole Survivor Member is the surviving member of a Member Couple and will retain all membership rights and benefits as long as that status is maintained and other normal membership requirements are met.

D. Should a Member Couple cease to be a couple, both partners will cease to be members.

SECTION 3. **Fees and Dues**

The Operating Board of CSFBA shall establish an annual dues structure to be assessed per Member Couple. Membership dues may not be transferred to another couple. All dues paid to CSFBA become the property of the organization and are non-refundable.

SECTION 4. **Resignations, Nullifications and Terminations**

The end of a membership will occur upon one of the following:

A. Written and/or oral resignation of membership from CSFBA;

B. Failure to renew membership;

C. End of couple relationship of a Member Couple (Article VI, Section 2, Paragraph D) will result in a nullification of membership; or

D. Upon determination by the Operating Board that a Member Couple has failed in a material and serious degree to observe the Bylaws and/or purposes of CSFBA or has engaged in conduct materially and seriously prejudicial to the organization, the membership shall be terminated. Notification will be given to the members of the group.

SECTION 5. Reinstatement

A. Following written and/or oral resignation from or failure to renew membership (Article VI, Section 4, items A and B) in the organization, a couple may apply for a reinstatement or renewal of membership. A vote of the Operating Board is not required.

B. Reinstatement of a nullified Member Couple will be reviewed and voted upon by the Operating Board.

C. If the former member or Member Couple was terminated (Article VI, Section 4, item D), the Operating Board will review the application and vote upon reinstatement of membership.

ARTICLE VII MEETINGS

SECTION 1. Annual Meeting

The Annual Meeting of CSFBA shall be held in accordance with the policies and procedures set forth by the bylaws. The organization shall always operate under a democratic process in which the majority shall prevail. The organization shall allow one (1) vote per person.

The membership shall be notified, in writing, of the date and location of the Annual Meeting not less than fifteen (15) days prior to the meeting. An agenda for the meeting will be provided for each Member Couple.

The Annual Meeting must include an annual State of the Organization Report from the Chair Couple summarizing the activities and actions of the Operating Board for the fiscal year ending. The annual Financial Report will summarize the assets and liabilities of CSFBA including revenue, expenses, disbursements and changes in financial status as of the end of the fiscal year, and a proposed budget for the ensuing year. Each seated Office of the Operating Board will give a written and verbal report summarizing the activities and actions of that office for the preceding year.

The fiscal year for CSFBA shall be the calendar year.

SECTION 2. Operating Board Meeting

A. The Operating Board of CSFBA shall normally meet monthly. This meeting shall be open to the general membership. Only the operating Board officers may vote upon issues.

B. Action Without Meeting: The Operating Board may take action required or permitted by law, without calling a meeting, by taking an e-mail vote – the results of which will be included in the minutes of the next meeting.

SECTION 3. Special Operating Board Meeting

A Special Board Meeting is called when an officer of the Board, member or Member Couple has failed in a material and serious degree to observe the Bylaws and/or purpose of CSFBA or has engaged in

conduct materially and seriously prejudicial to the interest of the organization. This meeting is only open to the parties concerned and not to the general membership.

SECTION 4. Special General Membership Meeting

A Special General Membership Meeting may only be called by a quorum of the operating Board or at the request of a majority of the general membership.

SECTION 5. Quorums

A quorum of the Operating Board is a majority of the seated Board.

A quorum of the general membership is ten percent (10%). No proxy voting or absentee ballots shall be used.

Once a quorum has been constituted, it continues to exist for a Board meeting, or any membership meeting, even if one or more of the members choose to leave.

ARTICLE VIII OPERATING BOARD

SECTION 1. Composition

The Operating Board consists of five (5) officers elected by the general membership, (except in cases of mid-term replacements, which may be appointed by the Board to complete the originally elected term). The terms office, officer, and member of the Operating Board are understood to refer to couples throughout these Bylaws. The five (5) officers are as follows:

- A. Chair Couple
- B. Vice-Chair Couple
- C. Finance Couple
- D. Media Couple
- E. Social Couple

SECTION 2. Responsibilities

The Operating Board is charged with the responsibility of managing the business and affairs of CSFBA subject to the provisions of State and Federal Law and these bylaws. The Board is further charged in assuring timely, legal and proper conduct in the pursuance of its purposes. After the close of each fiscal year, the Operating Board shall arrange for an annual financial review by a qualified individual. All members of the Operating Board shall be available to new and prospective members to answer questions about CSFBA and to encourage participation.

SECTION 3 Term of Office

Officers shall serve a term of two (2) years and shall serve consecutively no more than two (2) full terms in a given office. The offices of: Chair Couple, Media Couple, and Social Couple shall be elected for terms to begin in odd-numbered years, and the positions of Vice-Chair Couple and Finance Couple shall be elected for terms to begin in even-numbered years. The officers elected shall assume their duties at the beginning of the fiscal year following the meeting at which they are elected. The outgoing officers shall serve a transition period (not to exceed thirty (30) days) for the purpose of assisting the newly elected officers into office.

SECTION 4. **The Officers**

A. The Chair Couple shall, under the direction of the Board;

1. Serve as Chief Executive Officers of the organization, presiding at all meetings of the Operating Board and the general membership, whose responsibilities are to generally supervise, direct and facilitate the business of CSFBA.
2. Serve as spokespersons for CSFBA.
3. Establish and/or maintain relationships with the community regarding the organization's purposes, services, and activities;
4. Present a report, written and verbal, to the membership upon the State of the organization at the Annual Meeting; and
5. Perform other duties as prescribed and in keeping with this office.

B. The Vice-Chair Couple shall, under the direction of the Board:

1. Serve as Secretaries of the organization, maintaining:
 - a. The minutes of all meetings,
 - b. A yearly record of all proceedings and actions,
 - c. The Policies and Procedures of the organizations, if any, and
 - d. Internal and external communications.
2. Maintain, or cause to be maintained, all historical and legal records of CSFBA;
3. Maintain, or cause to be maintained, membership-related reports such as birthday/anniversary lists and the mailing list, and send acknowledgements of these events to the member couples
4. Preside at meetings and carry out the duties of the Chair Couple in their absence or in the case of vacancy of said office; and
5. Perform other duties as prescribed and in keeping with this office.

C. The Finance Couple shall, under the direction of the Board:

1. Serve as the financial officers of the organization;
2. Receive, deposit and disburse all funds while maintaining appropriate financial and fiscal records;
3. Present a written and verbal financial statement and a proposed annual budget at the Annual Meeting;
4. Maintain or cause to be maintained the membership roster and provide notice of, encourage, and process membership renewals, and
4. Perform other duties as prescribed and in keeping with this office.

D. The Media Couple shall, under the direction of the Board:

1. Prepare, publish and distribute a monthly newsletter (can be electronic);
2. Serve as conservators of the organization's Internet web site, performing all activities normally associated with such conservatorship, including but not limited to:
 - a. Site development, utilizing available software resources;
 - b. Site maintenance, keeping the web site up to date;
 - c. E-mail communication coordination between the Organization and interested prospective members;
 - d. E-mail communication coordination between the organization and cyber-connected Member Couples; and
 - e. E-mail communication coordination between the Organization's Operating Board Member Couples;
3. Promote the Organization's Internet web site (and by extension the Organization itself) by normally accepted means of site submissions to both mainstream and gay & lesbian search engines;
4. Coordinate any information and link exchanges with other gay and lesbian related web sites that will contribute to the further enhancement of the Organization's web site and or the Organization; and
5. Establish and/or maintain media communication with the community and the media regarding CSFBA's purposes, activities and services;
6. Maintain all media resource records; and
7. Perform other duties as prescribed and in keeping with this office.

E. The Social Couple shall, under the direction of the Board:

1. In conjunction with the Operating Board, have lead responsibility for planning the program for all social events and activities of the organization;
2. Coordinate CSFBA's participation in community events;

3. Promote and encourage Member Couples to host events; and
4. Perform other duties as prescribed and in keeping with the office.

SECTION 5. Finances

One person from each couple of the Chair Couple, Vice-Chair Couple, and Finance Couple shall sign bank signature cards for the checking account of the organization. Expenditures or disbursements by check shall require two (2) authorized signatures. All expenditures and/or disbursements must be accompanied by a receipt or voucher with a notation as to its purpose.

ARTICLE IX INDEMNIFICATION

A member made a party to or threatened with any civil, criminal or administrative action, suit or proceeding by reason of the fact that said member is or was an officer of CSFBA will be indemnified by the organization against reasonable expense, including attorneys' fees, except in matters where said members are guilty of negligence or misconduct in the performance of their duties.

ARTICLE X CONFLICT OF INTEREST

All members of the Operating Board shall act in accordance with the highest standards of professional integrity and ethics and maintain the same standards of personal conduct in the capacity of their positions in CSFBA.

A. No member of the Operating Board shall have direct or indirect financial interest in the assets, leases, or business transactions of the organization.

1. Board members must disclose potential conflicts to the Committee.
2. Any Board member with a conflict must abstain from voting on the decision regarding any proposed transaction, and may be asked to leave the room during the discussion of the issue.
3. The minutes of the Operating Board meeting shall reflect that the above actions took place.

B. No Operating Board member shall vote on any matter when member, spouse, child, relative or business associate will gain personally by the decision. Such person shall declare a conflict of interest and abstain from voting.

ARTICLE XI BYLAW AMENDMENT AND REVISION

Proposed By-law changes for amendment or revision will be submitted to the Operating Board in writing and signed by at least three (3) Member Couples in good standing.

If supported by the majority of the Operating Board, said changes will be included on the agenda for the next annual or special membership meeting.

Amendments/revisions must be approved by a vote of at least 2/3 of the established quorum at the

annual or special membership meeting.