

# **COUPLES San Francisco Bay Area**

## **BYLAWS**

Adopted (November 2001)

Amended (August 2003)

Amended (September 2006)

### **Article I NAME**

The name of the organization is COUPLES of San Francisco Bay Area, as legally registered with the California Secretary of State.

### **Article II AUTHORITY**

COUPLES of San Francisco Bay Area (CSFBA) operates as an Affiliate of, and under the auspices of COUPLES National Network, Inc., hereinafter referred to as "The Network," within The Network's corporate charter (#1373454), the provisions of the Internal Revenue Code Section 501(c)7 (EIN 33-0224505), and all provisions of these Bylaws and any amendments(s). To avoid copyright infringement, the COUPLES National Network shall not be referred to as "CNN".

### **Article III STATEMENT OF PURPOSE**

- A. The purpose of CSFBA is to provide a social, educational and humanitarian forum for Gay Couples 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 this Affiliate of COUPLES National Network, Inc., are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this affiliate, 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**

COUPLES National Network and 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 be published only with the consent of the member couple. The membership roster shall not be 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 or as directed by the board with the consent of the membership. As a matter of policy, CSFBA will publish only the first names and last initials of persons hosting events or otherwise mentioned in the monthly newsletter. See attached privacy statement.

### **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 Committee 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 Committee of CSFBA.

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 and dues are maintained.

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

E. Persons who do not qualify for regular membership in COUPLES of the San Francisco Bay Area may be approved by the Operating Committee for a Special Membership, subject to the consent of the Network under its authority to grant special non-voting memberships. The Special Membership may include all of the rights of regular membership except for:

a) the right to vote at annual and special meetings of the National Network,

b) the right to serve as Delegate Couple to the Network,

c) and the right to serve on the Network Operating Committee, and shall pay dues the same as regular members. Special Memberships shall be reviewed annually by the Board at time of renewal

## **SECTION 3. Fees and Dues**

The Operating Committee of CSFBA has established annual dues to be assessed per Member Couple in the amount of fifty dollars (\$50.00). Membership dues may not be transferred from one Affiliate to another or to another couple. The membership shall be renewed one-year from the time payment is received. The Operating Committee shall make proposals for any change to the amount of dues to the general membership for their approval. All future annual membership dues for the following couples shall be waived from the date of each couples' respective next annual due date for the duration of their affiliation with the club. These Couples are: Sam & Ted and Harry & Paul. 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 II, Paragraph D) will result in a nullification of membership in CSFBA; or

D. Upon determination by the Operating Committee 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 Network and to the members of CSFBA.

## **SECTION 5. Reinstatement**

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

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

C. If the former member or Member Couple was terminated (Article VI, Section IV, Item D), the Operating Committee 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 Network. 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 Committee 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 Committee 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 Committee Meeting**

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

### **SECTION 3. Special Operating Committee 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 Committee or at the request of a majority of the general membership.

### **SECTION 5. Quorums**

A quorum of the Operating Committee is two-thirds (2/3) 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 members choose to leave.

## **ARTICLE VIII OPERATING COMMITTEE**

### **SECTION 1. Composition**

The Operating Committee consists of five (5) officers elected by the general membership, (except in cases of mid-year replacements, which may be appointed by the Board). The terms office, officer, and member of the Operating Committee 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
- \* Mandatory position

## SECTION 2. **Responsibilities**

The Operating Committee is charged with the responsibility of managing the business and affairs of CSFBA, subject to the provision of State and Federal Law, The Network Bylaws, and CSFBA 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, all members of the Operating Committee 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 one (1) years. The officers elected shall assume their duties at the beginning of the next fiscal year. 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 Committee 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, the membership roster and related reports such as birthday and anniversary lists and the mailing list, and provide notice of, encourage, and process membership renewals;
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;
5. Ensure compliance with the requirements of The Network and execute required Annual Reporting Minutes and Corporate Record Form to The Network; and
6. 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. Ensure compliance with the requirements of The Network and execute Annual Financial Statements to The Network;
4. Present a written and verbal financial statement and a proposed annual budget at the Annual Meeting; and
5. Perform other duties as prescribed and in keeping with this office.

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

1. Establish and/or maintain media communication with the community and the media regarding CSFBA purposes, activities and services;
2. Serve as conservators of the organization's Internet web site, performing all activities normally associated with such conservator-ship, including but not limited to:
  - a. Site development, utilizing available software resources;
  - b. Site maintenance, keeping the web site up to date;
  - c. Responsibility for mass E-mail communication between the Organization and its Members / Prospective Members;
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 exchange necessary with COUPLES National Network's Web Services Couple;
5. 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.
6. Maintain all media resource records; and
7. Perform other duties as prescribed and in keeping with this office.

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

1. Serve as primary liaison with new members and prospective members, including official new member welcome;
2. Contact inactive Member Couples to encourage their participation;
3. Follow up with members who leave the organization to determine reason for leaving, and inform the Board periodically of results, and
4. In conjunction with the Operating Committee, have lead role in integrating all social events and activities of the organization into a cohesive calendar;
5. Coordinate CSFBA participation in community events;
6. To promote and encourage Member Couples to host events; and
7. 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 DELEGATES**

A Delegate Couple shall be elected by the Operating Committee from among those Member Couples registered to attend The Network Convention, and shall serve until the next Delegate Couple is elected.

A. The **Delegate Couple** shall:

1. Serve as the voting representative of CSFBA to the Annual Meeting of The Network;
2. Communicate the wishes, needs and opinions of CSFBA to The Network, as appropriate; and
3. Perform other duties as prescribed and in keeping with this office.

B. Furthermore, under the direction of the Hospitality Couple of The Network Board; the Delegate Couple shall:

1. Receive and act upon Recommendations and/or requests from The Network Board;
2. Give guidance to The Network Board, and
3. Draft amendments to The Network Bylaws in accordance with Article XIV of said Bylaws, as appropriate.

## **ARTICLE X ELECTIONS**

A. Any Member-Couple is eligible to be nominated for election to a specific position on the Operating Committee

B. At the October membership meeting, the current Operating Committee shall appoint an Election Board consisting of three (3) members who are not running for office and representing three (3) different Member-Couples. The Elections Board shall be responsible for conducting the elections.

C. A nomination ballot must be sent to all Member-Couples in the September newsletter. These nomination sheets are to be returned via the post office box to the Elections Board postmarked no later than October 15.

D. The Elections Board shall prepare a list of candidates from the nominating ballots and submit the list for publication in the November newsletter.

E. The election for the Operating Committee shall take place at the November membership meeting. The time and place must be announced in the October newsletter. The availability of absentee ballots must also be announced in the November newsletter for those members who cannot attend the meeting. These absentee ballots must be returned to the Elections Board via the post office box no later than the date set for the November membership meeting.

F. The Elections Board must count the elections ballots during the November membership meeting. A tie vote between two (2) or more Member-Couples must be broken by an individual vote of each member of the current Operating Committee. The tie-breaking vote shall be conducted by secret ballot. The results of the vote shall be reported immediately to the Elections Board. The Elections Board shall announce the results of the election at the November membership meeting.

A member of the Elections Board will hold the ballots for a period of seven (7) days following the election. Any member or Member-Couple may review these ballots by request. The current year Operating Committee and the new Operating Committee shall hold a joint meeting in December to provide for a smooth transition. The new Operating Committee will officially begin their term of office on January 1, with responsibility for all matters through December of the same year.

G. Nominees must receive a minimum of three (3) votes to be elected to office.

H. The current year Operating Committee may appoint a Member-Couple to complete the term of office for any Member-Couple who leaves the Committee for personal reasons; such as moving out of the area, job transfer, illness, the birth of a child, etc. The term of office of a specific Operating Committee position shall be limited to not more than two (2) consecutive years. At the end of the second consecutive term, the Member-Couple of the

Operating Committee may seek re-election to the committee but may not hold their previous Committee position.

**ARTICLE X INDEMNIFICATION**

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

**ARTICLE XII BY-LAW AMENDMENT AND REVISION**

Proposed By-law changes for amendment or revision will be submitted to the Operating Committee in writing and signed by at least three (3) Member Couples in good standing. If supported by the majority of the Operating Committee, said changes will be included on the agenda for the next membership meeting and voted on at any membership meeting as long as the by-law vote is indicated in writing on the web page site or in the newsletter.