

FRIENDLY VALLEY WOOD SHOP GROUP CONSTITUTION

(Note: this is a draft, subject to review and modification prior to adoption. Further, upon adoption, not all articles will be immediately implemented due to the requirement of adequate available personnel and/or defined policies and/or insufficient membership to require the formalities set forth in this document. During this period acting representatives will be appointed until such time as the complete organizational package is solidified and ready to be put into effect. Those articles that are capable of being implemented at once will be.)

ARTICLE 1 – Name

1-1. The name of this organization shall be Friendly Valley Wood Shop Group, referred to herein as “the Group.” The Group is being formed at the request of FV Recreation Board and is constituted to assume certain responsibilities related to the management, supervision and maintenance of the wood shop facility as detailed in the forthcoming Memorandum of Understanding.

ARTICLE 2 - Status

2-1 The Group shall be organized per the definition of an “open group” as defined by the Recreation Board and operated on a non-profit basis. The categorization of the Group as “open” is defined by the Group as follows:

1. The Group meetings are open to all Friendly Valley residents, however, the use of Group facilities (i.e., the wood shop) is restricted to members. Membership is open to all who express an interest in joining and have signed a Release of Liability and have agreed to abide by shop and safety rules. Each member will receive a copy of those documents and the signed originals shall remain on file. See Article 4 for Membership details.
2. At any time deemed desirable, beneficial and in the best interests of the membership, the Group may redefine its designation to a “Club” or “closed group” (as defined by FV Rec Board), depending on future needs.

ARTICLE 3 – Purpose

3-1 The purpose of the Group, in addition to the requirements stated in Article 1, shall be to promote and advance craftsmanship in the art and techniques of woodworking and to foster camaraderie and cooperation among its members.

3-2 The Group will, as practical, provide a forum for the exchange of ideas, project designs and plans, education and instruction in the use of woodworking tools, materials, processes, procedures and techniques. As these services rely on volunteer assistance from current members, they will be made available subject to the volunteer’s schedule and availability.

3-3 The Group may provide service to the FV community who need minor work done but are not members of the Group or are unfamiliar with the available machines, published safety practices and published shop procedures and policies.

1. The Group, or individual members, may at times, on its own initiative or at the request of residents, make available services and/or finished product on a chargeable basis.

ARTICLE 4 – Membership

4-1 As previously stated, membership in the Group is open to all FV residents interested in woodworking, however, ability to use the facilities is requisite upon familiarity with the safety and policies evidenced by the signed Release of Liability and signed agreement to adhere to shop and safety rules.

4-2 Members are categorized as follows:

1. Steering committee- full privileges- full voting rights. This level would be for those who are most actively involved in different aspects of group activities such as machinery maintenance, training, administration, etc.
2. Member- privileges limited to use of equipment and facilities- full voting rights. This level would be for those that don't want to get involved with donations of time and talent to the Group and just want to be able to use the equipment as needed.
3. Conditional membership- limited privileges- no voting rights. This is basically a person who has very limited experience and needs ongoing instruction and mentorship with the equipment. Can become full member upon demonstration of familiarity with safety rules and the safe operation of particular machines.
4. Non-member- no privileges- no voting rights. This would be for those who may need to have an occasional something done which requires the use of shop resources but has no knowledge or interest in obtaining the requisite knowledge. This person would require the assistance of a shop member to perform the work.

4-3 Criteria for revocation of membership:

1. Egregious and/or continual disregard of published administrative, shop or safety rules.

4-4 Procedure for revocation of membership

1. Violations observed by or reported to the Steering Committee shall be acted upon by the Steering Committee, which shall, by their determination, take appropriate action consisting of the issuance of warning(s) and/or educational remedies.
2. At the third such action, a Steering Committee vote shall be taken to determine and ratify the revocation of Group membership and/or denial of facility use permanently or for a pre-determined period of time according to the severity of the infraction. Upon revocation of membership access to and use of the wood shop, the member's access card shall be deactivated.

ARTICLE 5 – Dues

5-1 Annual membership dues, if any, shall be determined at a future date when the Group's needs are capable of being better assessed. Dues are not refundable.

5-2 If the Group should be disbanded for any reason, the net assets of the Group shall be distributed to one or more local non-profit organizations as determined by the Steering Committee.

ARTICLE 6 – Organization

6-1 The Group shall be governed by a Steering Committee consisting of founding members displaying an active interest, experience and ability to serve.

6-2 In addition to the members designated as the Rec Board liaisons, members wishing to be on the Steering Committee should indicate their interest, availability and experience. For practical reasons, the

number of members sitting on the Committee should be limited, with the actual number to be determined but not to exceed 10 members.

6-3 A member of the Steering Committee may resign or be removed from office for cause by a majority vote of the Steering Committee. Removal from office should be considered for negligence, theft in office, lack of leadership, dereliction of duty or other cause as determined by a majority of the Steering Committee.

6-4 The members of the Steering Committee shall consist of those members that have volunteered and been assigned to oversee various roles, including:

- Safety
- Machinery Maintenance
- Education
- Other roles such as may become necessary, and for which volunteers are available.

6-5 All members serving on the Steering Committee do so on a strictly voluntary basis and receive no compensation for their services.

ARTICLE 7 – Duties of the Steering Committee

9-1 The Steering Committee is responsible for establishment and implementation of Group policy, goals, objectives and strategies.

7-2 If, at a future date, the determination that the collection of dues is necessary to fund ongoing projects, the Steering Committee shall oversee the financial operations of the Group including, but not limited to, designation of a financial institution for the Group to use, authorization of expenditures so as to not create any indebtedness for the Group and creation of a financial audit schedule and appointment of appropriate persons to provide same.

7-3 The Steering Committee shall monitor the activities of the various undertakings and ad hoc committees to ensure that the objectives of the Group are achieved and benefit for the membership is provided. They shall take appropriate corrective action to address any deficiencies.

7-4 The Steering Committee may establish additional Standing Committees should it be deemed desirable to do so.

7-5 The Steering Committee may appoint ad hoc Committees for a specific purpose and for a finite period of time.

ARTICLE 8 – Conflicts of Interest

8-1 The Group is operated as a volunteer organization and no Steering Committee member or other member shall gain any financial benefit from normal activities of the Group.

8-2 No Steering Committee member or other member may receive any financial benefit from any organization to which the Group donates goods or services unless such benefit is disclosed and deemed appropriate by the Steering Committee.

8-3 Any purchase by the Group of goods or services from any Steering Committee member or other member must be subject to competitive bidding or comparative evaluation. Such purchases must be approved by the Steering Committee.

ARTICLE 9 – Meetings

9-1 The Group will conduct regular meetings for the general membership. Meeting dates, times, and location will be determined by the Steering Committee.

9-2 The Steering Committee will meet on a regular basis on a schedule to be established and published by them. Members of the Group may attend Steering Committee meetings as observers only. The Steering Committee may, at its discretion, allow members of the Group to speak at these meetings.

ARTICLE 10 – Amendments

10-1 This Constitution may be amended at any general membership meeting of the Group by a 2/3 vote of the members present, providing a quorum of the members is present. For the purpose of this section, a quorum is defined as 25% of Group members.

10-2 No amendment to the Constitution shall be put to vote unless notice to the membership has been made available at least 30 days prior to the meeting at which the vote is to take place.

ARTICLE 11– Ratification

11-1 This Constitution shall be established when ratified by a 2/3 majority of members present at a general membership meeting providing a quorum of the members is present.

ARTICLE 12 – Indemnification

12-1 Each person who at any time is or shall have been a director, trustee, officer, employee or member of this organization, and his or her heirs, executors and administrators, shall be indemnified by this Group against all liability of every kind and nature, whether arising in contract, in tort, or otherwise, to the full extent permitted by California law, arising out of, connected with or in any way related to such director's, trustee's, officer's, employee's or member's acting or having in good faith taken any action or omitted to take any action by, for, on behalf of or in the course of his or her activities for this Group. The Group may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by the law in effect at the time of the adoption of this Article of the Constitution.