

NATIONAL GUARD ASSOCIATION OF CALIFORNIA BYLAWS

Amended and Adopted

February 15, 2025

Bylaws of the National Guard Association of California

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Article I Organization

Section 1 – Name

The name of this organization is “The National Guard Association of California,” hereinafter referred to as the “Association.”

Section 2 – Offices

The principal office of the Association shall be located within the State of California. The Association may establish and maintain other offices, either within or outside the State of California, as determined by the Board of Directors.

Article II Purpose and Objectives

Section 1 – Purpose

The purpose of the Association is to serve primarily as a charitable, non-profit corporation to extend and perpetuate the sound interests of the California Military Department, including the California National Guard, the California State Guard, and components related thereto (the “California National Guard”) by appropriate and lawful means.

Section 2 – Objectives

The objectives of the Association are:

- a. To support the members and families of the California National Guard by furthering their interests by appropriate and lawful means, including legislative actions, professional development activities, social functions, and, where appropriate, preserving the history, traditions, records, and relics of California National Guard organizations; promoting the National Guard of the United States; cooperating with other organizations in patriotic endeavors and community affairs; and developing a closer relationship with other components of the military establishment.
- b. To serve as the collective voice of the membership, provide social and professional opportunities, advance and protect the interests of the current and past members of the California National Guard and their families through appropriate legislative activities, provide important member benefits, and recognize and award their achievements and contributions to the State and nation. The Association also supports the efforts of the California National Guard that strengthen the recruiting, retention, and readiness of the force and extend and perpetuate the interests of the California National Guard.
- c. To support the Federal and State missions of the California National Guard as appropriate and lawful.

Article III Membership

Section 1 – Classes of Membership

The Association shall have members but no owners or shareholders, and there shall be no minimum or maximum number of members.

Membership shall consist of the following classes:

- a. Active-Annual: Membership may be issued to a commissioned or warrant officer serving in the California National Guard
- b. Active-Life Membership may be issues to a commissioned or warrant officer serving in the California National Guard
- c. Separated-Annual: Membership may be issued to any commissioned or warrant officer who is honorably separated from the California National Guard.
- d. Retired-Life: Membership may be issued to retired commissioned or warrant officers of the California National Guard or eligible for retirement based on National Guard service. In the event an Active member is honorably discharged or separated from active status in the California National Guard because of a physical and/or mental disability, the Board of Directors may award the individual a Life Membership without cost. ;
- e. Associate-Annual: Membership may be issued to any person who is interested and dedicated to the purpose of the Association and who is not otherwise eligible for membership in the Association.
- f. Associate-Life: Membership may be issued to any person who is interested in and dedicated to the purpose of the Association and who is not otherwise eligible for membership in the Association. Spouses of deceased members may be granted membership rights at the Retired-Life rate.
- g. Associate-Corporate: Membership may be issued to any company, firm, organization, corporation or person upon approval by the Board of Directors.
- h. Honorary: By majority vote of the Board of Directors, membership may be issued to a Governor of California or to any person who has rendered outstanding service to the United States, the State of California, the National Guard, or this Association
- i. Complimentary: Membership will be offered to all commissioned officers and warrant officers for a period of one full year and any portion of the year in which appointed. Membership begins upon initial state appointment and ends December 31 of the following year.

Section 2 – Membership Number, Card and Certificate

- a. The Association shall issue a Membership Number to each qualifying member.
- b. The issuance of Membership Cards may be determined as needed by the Board of Directors.
- c. The issuance of Certificates may be determined as needed by the Board of

Directors

Section 3 – Privileges

- a. Any Active member is eligible to be:
 - (1) A member of the Board of Directors and/or
 - (2) An Officer of the Association.
- b. A Life member is afforded all membership privileges of Active members.

Section 4 –Duration of Membership.

a. **Duration of Membership.** Unless otherwise directed by the Board of Directors or through an approved membership promotion, membership is paid on an annual basis. Life, Associate life, and Honorary memberships are for the lifetime of the member. Corporate membership will be for the duration of the approved terms of the prospectus or signed contract with the Board of Directors.

b. **Membership Termination.** Membership in NGAC may be refused or terminated by the Board of Directors with a two-thirds majority vote and the return of the current dues paid when:

- 1. Admission to membership would be a detriment to NGAC..
- 2. Conduct of a member brings discredit to the NGAC.
- 3. The Board of Directors can prove just cause for denial or termination.

Cause shall include, but not limited to, intentional violation of the NGAC Bylaws and/or policies, conduct unbecoming, erroneous support or opposition of a political candidate in the name of NGAC, or negative publicity detrimental to the Association.

c. **Termination Hearing.** All members facing termination or denial of membership shall be provided the opportunity of a proper hearing before the Board of Directors.

d. **Resignation of Membership.** Any dues paying members from any class, except where contractually obligated under a corporate partnership, may resign membership in NGA upon a written request to the Board of Directors through the Association Secretary. Upon resignation, the member's name will be removed from active membership rolls, however, paid dues are non-refundable.

Article IV

Chapters

Section 1 – Organization

a. Senior/Major Commands (consisting of Colonel/Captain and higher commands) of the California National Guard are granted authority to establish a Chapter. Additionally, Retired Members are granted authority to establish a Chapter. Further, upon two-thirds approval, the Board of Directors may establish additional Chapters. The Association secretary will maintain a current listing of established Chapters.

b. Chapters function under the authority and responsibility of these Bylaws and are bound by them. Additionally, since Chapters must represent the collective desires of Association members, any group requesting authority to establish a Chapter must consist of at least twenty-five Active, Life, or Associate members in good standing in the Association. Further, each application must identify Chapter officers.

c. Each Association member may associate with the Chapter of the member's choice. If members do not designate a Chapter affiliation, the Association will affiliate the member based on the member's current unit of assignment or in any reasonable manner as determined by the Secretary of the Association. Members must request changes of Chapter affiliation in writing to the Association secretary.

Section 2 – Chapter Operations

a. Each Senior/Major Command Commander is encouraged to ensure their Chapter has appropriate resources, facilities, and support for success and promote membership within the limits of applicable laws and regulations.

b. Each Chapter may establish its own bylaws or operating procedures, provided they do not conflict with the Association Bylaws. If established, Chapters will provide a copy of these bylaws or procedures to the Secretary of the Association.

c. Chapters are prohibited from entering contracts, binding legal agreements, or conducting events in the name of the Association without prior written approval of the Association, Board of Directors, or Association President to ensure the Association is not held liable for unauthorized actions. Chapters may conduct internal events or activities at their discretion.

d. Chapters which establish a Chapter fund must make all financial records of the Chapter available for review at the request of the Board of Directors, elected officer of the Association, or any member of the Chapter, or their agent or attorney, at any reasonable time but only by prior appointment. If a Chapter is dissolved, any remaining funds will be transferred to the Association.

e. To ensure the finances of any dissolved Chapter are accessible to the Association, each Chapter will include the Association Treasurer as an authorized officer on any accounts of the Chapter.

f. Chapters may dissolve as outlined in their bylaws or operating procedures or may do so when the Chapter officers notify the Secretary of the Association of dissolution. Members of the defunct Chapter may affiliate with another Chapter in accordance with Section 1 Item C above or will be associated with another Chapter in accordance with the same section.

g. If a Chapter fails to maintain a membership of twenty-five Active, Life, or Associate members of the Association or has no Chapter officers, the President may petition the Board of Directors for dissolution of their Chapter status. The Chapter will be dissolved on an affirmative vote of two-thirds of the votes, which may be cast by the Board of Directors.

Section 3 – Board of Directors Representatives

Each Chapter President will appoint two Active or Life members of the Association from the Chapter to serve as Chapter Representatives to the Board of Directors. One of these appointed officers will serve as a member of the Board of Directors for voting purposes as outlined in Article VI. The Chapter President, if qualified and specified, may function as a Chapter Representative.

Article V Board of Directors

Section 1 – Powers

The Board of Directors shall have full authority to act on all affairs of the Association between Annual Membership Conferences except for those items specifically designated to the membership or others in these Bylaws, or the California Corporations Code.

Section 2 – Composition and Voting Rights

The Board of Directors of the Association shall consist of voting and non-voting members as follows:

- a. Voting Members:
 1. Elected Officers:
 - a. President (voting only in case of tie)
 - b. First Vice President
 - c. Second Vice President
 - d. Treasurer
 - e. Secretary
 2. One Chapter Representative (Primary or Alternate) from each authorized Chapter as specified in Article IV, Section 3;
 3. No more than seven (7) elected Directors-at-Large, elected by majority of the membership at large.

b. Non-Voting Members:

1. Appointed officers of the Association
2. One member representative from the California Enlisted Association of the National Guard of the United States (CALEANGUS)/Sergeants Major Association of California (SMACA)/California State Militia Association in an advisory capacity.

Section 3 – Meetings

- a. The Board of Directors shall meet at least once each calendar quarter, at the call of the President, or at the request of a majority of the Board of Directors.
- b. The Board of Directors shall conduct its formal meetings substantially in accordance with Robert's Rules of Order, Revised.
- c. One-half of the votes, which may be cast by the Board of Directors, shall constitute a quorum of the Board of Directors. The Board of Directors may not conduct the business of the Association without a quorum. A quorum may be established by use of phone, video, or other appropriate electronic means. Proxies are specifically prohibited for the conduct of Board of Directors meetings. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Board of Directors Members if any action taken is approved by at least a majority of the required quorum for such meeting.
- d. The President may request that the Board of Directors convene through electronic means for the purposes of discussing and voting on specific items that require approval between the mandatory quarterly sessions.
- e. A majority of the Board of Directors Members present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Board of Directors Members who were not present at the time of the adjournment.
- f. Meetings of the Board of Directors may be held by means of remote communication such as telephone, video conference, or any other technology that allows all participants to communicate with each other simultaneously and instantaneously and hear and be heard by each other. Participation by such means shall constitute presence in person at a meeting.
- g. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent to the action in writing or by electronic transmission. The consent must specify the action being taken and include the date and signature of each director consenting to the action. All written consents or electronic transmissions shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

Section 4 – Term.

Unless sooner terminated pursuant to these Bylaws, a Board of Director Member shall serve a term of two years. Any Board of Directors Member may resign effective upon giving written notice to the President or the Board of Directors. The President may nominate a successor to complete the unexpired term upon ratification by the Board of Directors.

Article VI Elected Officers

Section 1 – Titles

- a. The elected officers of the Association, shall be:
 - (1) A President;
 - (2) A First Vice-President;
 - (3) A Second Vice-President;
 - (4) A Secretary;
 - (5) A Treasurer;
- b. The President may appoint other officers as needed or desired, subject to confirmation by a majority vote of the Board of Directors.

Section 2 – Qualifications and Term of Officer

- a. Association officers must be a current member of NGAC in good standing.
- b. Elected officers shall:
 - i. Hold officer for a two-year term
 - ii. The candidate who receives the most votes will take office at the Annual Membership Conference, a Board of Directors meeting, or at a special meeting of the membership convened primarily for this purpose.
 - iii. Serve until their successor is elected unless:
 1. Removed for cause by a two-thirds vote of the Board of Directors as identified by the California Corporation Code
 2. They cease to be a member
 3. Voluntarily resign
 4. Superseded by other provisions in these by-laws

Section 3 – Election

- a. Elections shall occur biennially by ballot, unless otherwise provided for under these Bylaws. Announcement of the newly elected officers will occur after the Board of Directors certifies the vote. Twenty percent of the voting membership shall constitute a quorum. Proxies are not authorized.

b. The Elections Committee shall solicit nominations of qualified members for elected office prior to the opening of the ballot period. The Committee will validate eligibility and present the names of qualified candidates to the Secretary. Candidates may submit a statement, list of qualifications, and photograph to the Association for inclusion in the ballot. Photographs in official or duty uniform will not be accepted. The Committee may establish reasonable guidelines to limit qualification listing and statement length. If no candidate seeks an elected position during the general election, then the Board of Directors will nominate a member to fill the position.

c. The ballot period will remain open for a period of at least ninety days to allow members to cast their votes. If the election fails to garner sufficient votes to constitute a quorum, approval by two-thirds of the Board of Directors may extend the ballot period. If the ballot period does not garner enough votes, the Board of Directors is authorized to: 1) vote to appoint the candidate with the highest amount of votes received into each respective office; 2) vote to extend the current elected officers for no longer than a one year period and conduct new elections.

d. Each ballot will contain a space to allow for a write-in candidate, and will allow the members to withhold their vote for any position. The Elections Committee will establish authorized methods of voting, which may include, but not be limited to, mail, telephone, or other electronic means.

e. Newly elected officers shall take office and assume the duties of the position following the last item of the agenda under "Old Business." The newly elected officers shall conduct "New Business."

f. If an officer other than the President resigns, dies, or is unable to perform duties, the Board of Directors shall appoint a successor for the balance of the unexpired term. This appointment requires approval by two-thirds of the Board of Directors.

Section 4 – Duties and Powers

a. President. The President shall :

(a) Serve as the Chief Executive Officer and primary representative of the Association, able to exercise express and implied powers necessary and proper to carry out the functions of the office, and take measures to ensure the interests or rights of the Association and the membership are protected at all times;

(b) Charged to carry out the will of the Board of Directors and the general membership;

(c) Vote only in the case of a tie at a Board meeting;

(d) A member ex-officio of all Standing and Special Committees, with non-voting rights on these committees;

(e) Able to call a special meeting of the membership with thirty days' prior written notice. The President may ask the members for advice, assistance, and recommendations to pass resolutions, sanction, and approve initiatives, and other actions consistent with these Bylaws;

(f) The final arbiter on procedural disagreements, internal disputes, and other contested matters related to or arising from the application of the rules and Bylaws of the Association; and

(g) Able to present and make recommendations for actions, initiatives, and resolutions to the Board of Directors, and to request a vote on such matters.

(h) Supervise the business and other affairs of the Association, to include any and all full-time employees;

(i) Preside at all meetings of the Board of Directors; Appoint the Chairpersons of Standing and Special Committees;

(j) Have such other powers and duties as may be prescribed by the membership;

(k) Appoints special officers as needed.

b. First Vice-President. The First Vice-President shall:

(a) Perform the duties of the President if the President is absent or incapacitated;

(b) Assume the office of the President and serve the unexpired term in the event the President is terminated, resigns, or is removed from office;

(c) Perform other duties as assigned by the President or the members;

(2) Serve as an ex-officio member of the Membership Committee Chair.

c. Second Vice-President. The Second Vice-President shall:

(a) Perform the duties of the First Vice-President if the First Vice-President is absent or incapacitated;

(b) Assume the office of the First Vice-President and serve the unexpired term in the event the First Vice-President is terminated, resigns, or is removed from office

(c) Perform other duties as assigned by the President or the members; and

(d) Have all the powers of, and be subject to, all the privileges, rights, and restrictions upon the First Vice-President when assuming the First Vice-President's duties under these Bylaws.

d. Secretary.

(1) The Secretary shall:

(a) Be responsible for the records of the Association; and

(b) Maintain a book of minutes of all meetings of the membership and Board of Directors

meetings;

(c) Give notice of special meetings of the membership as provided in these Bylaws;

e. Treasurer. The Treasurer shall:

(a) Serve as the custodian of all funds of the Association;

(b) Chair of the Finance Committee.

(c) Keep an accurate account of all receipts and disbursements of all monies, securities, and other property of the Association;

(d) Report to the Board of Directors on the financial standing of the Association, whenever required to do so;

(e) Render an annual report to the Association; and

(f) Perform the duties usually performed by the Treasurer of an organization and such duties as prescribed by the President or the members.

Article VII Committee

Section 1 – Standing Committees:

The members, by resolution, or the Board of Directors may designate one or more Standing Committees, each of which should consist of three or more members. The President may appoint the Chairperson of the following Standing Committees from the Active membership of the Association.

a. Elections Committee. The Election Committee shall:

1. Prepare and solicit nominations for each elective office;
2. Validate nominee eligibility and present the names of nominees to the Association Secretary prior to the opening of the ballot period;
3. Design the ballots for elections in accordance with applicable laws and Association guidelines as well as develop methods of voting that exploit mail, telephone, and other electronic means; and
4. Tally and validate all ballots and report election results to the Board of Directors for presentation at the appropriate forum.

b. Scholarship Committee. The Scholarship Committee shall:

- (1) Increase the scholarship fund and foster wider participation in competition for awards;

- (2) Establish application procedures and qualification criteria for scholarships; and
- (3) Review, evaluate, and recommend the award of scholarships to recipients.

c. Bylaws Committee. The Bylaws Committee shall:

- (1) Review the Bylaws annually for any desired revisions, amendments, or modifications and recommend their adoption to the membership;
- (2) Assist the President in developing and presenting answers to requests for interpretation of the Bylaws from the Board of Directors and general membership;
- (3) Assist the President at each meeting of the Association to properly conduct business sessions; and
- (4) Preside over meetings convened exclusively for the purpose of reviewing, or evaluating the Bylaws for possible changes or amendment.

d. Legislative Committee. The Legislative Committee shall:

- (1) Initiate an annual Federal and State legislative program beneficial to current and former members of the State Military Department and their families
- (2) Support the National Guard Association of the United States, as appropriate, in the Federal legislative effort;
- (3) Support the California National Guard, as appropriate, in their Federal and State legislative efforts;
- (4) Organize efforts to defeat legislation that will adversely impact the California National Guard;
- (5) Organize and support initiatives and resolutions that benefit the California National Guard.

e. Insurance and Member Benefits Committee. The Insurance and Member Benefits Committee shall:

- (1) Represent the interests of Association members relative to any insurance program established or proposed for Association members, members of the State Military Department, and family members; and
- (2) Provide benefits to enhance member recruitment and retention.

f. Awards Committee. The Awards and Leadership Development Committee shall:

- (1) Develop and recommend appropriate recognition programs, artifacts, and procedures to recognize leadership in a manner helpful to the recruitment and retention of members;
- (2) Review, evaluate, and recommend award recipients; and
- (3) Review applications and supporting data and make recommendations to the Board of

Directors and the membership as to awards.

g. Membership Committee. The Membership Committee shall:

(1) Coordinate membership campaigns to increase the number of new members and retention of existing members through all appropriate means; and

(2) Arrange or recommend Board of Directors contact and make presentations to member organizations where needed.

h. Corporate Sponsorship Committee. The Corporate Sponsorship Committee shall:

(1) Increase Corporate Sponsorship and renewals;

(2) Encourage Chapters and members to produce applicants and/or prospects; and

(3) Provide recognition of Corporate Sponsors, as appropriate, throughout the year.

i. Publicity and Public Relations Committee. The Publicity and Public Relations Committee shall:

(1) Provide oversight on the writing, editing, publication, and distribution of the Association's quarterly magazine and other special informational literature;

(2) Arrange the publication of the program for the Annual Membership Conference, including advertising and revenues sufficient to offset all costs. This program will serve as the Association's annual report to members;

(3) Assemble and present, as required, publicity displays for the Annual Membership Conference, membership meetings, and other events as needed; and

(4) Make recommendations for improving communications between the Association leadership and all members or potential members.

Section 2 – Special Committees

a. The President may designate the establishment of Special Committees, which contain one or more Active members of the Association and shall perform such duties as prescribed by the President. The Chairperson of the Committee must be an Active member of the Association.

b. A Special Committee shall not exist beyond the term of the President who established such Special Committee.

Section 3 – Term and Rules

- a. Each member of a Standing or Special Committee shall continue until his or her successor is appointed by the succeeding President, unless such member is removed from the committee by the appointing authority or such committee is terminated.
- b. The President shall appoint the Chairperson of every Committee. The Chairperson may nominate Committee members, but approval remains with the President.
- c. Vacancies are filled by appointment made in the same manner as the original appointments.
- d. A majority of the Committee shall constitute a quorum and the vote of that majority shall constitute an act of the committee.
- e. Each committee may adopt rules particular to its own government. However, these rules will be consistent with these Bylaws. In the event of conflict, the Association Bylaws prevail. Chairpersons should conduct Committee meetings in accordance with Robert's Rules of Order, Revised.

Article VIII Advisory Councils

Section 1 – Composition

The President may appoint one or more Advisory Councils comprised of individuals from other organizations which actively support the Association's objectives.

Section 2 – Purpose

The purpose of the Advisory Council is to advise the membership, the Board of Directors, or the President.

Section 3 – Tenure

The tenure and composition, as well as the defined purpose of Advisory Councils, is at the President's discretion.

Article IX Annual Membership Conference

Section 1 – Powers

The Association, subject to the limitations of the Articles of Incorporation, these Bylaws, and the California Corporations Code, has all powers necessary, incident, or appropriate to the furtherance of the purposes of the Association. Without prejudice to such general powers but subject to the same limitations, the voting membership has the following powers, to wit:

- a. Acquisition of property, both real and personal, by purchase, gift, devise, or lease;
- b. Investment and reinvestment of funds;

- c. Sale, lease, or encumbrance of real or personal property or any part or parts thereof, and the conveyance by way of deeds of trust, mortgage, or otherwise;
- d. Execution, performance, or cancellation and rescission of contracts of every kind;
- e. Creation of such trusts as is necessary;
- f. Arrangement of insurance and other financial programs for the benefit of members and their family members, either directly or through separate trusts, and to render promotional and administrative services with respect to such programs;
- g. Appointment and dismissal of all agents and employees and to prescribe the authority and responsibilities of agents and employees;
- h. Borrowing funds and incurring indebtedness and causing to be executed and delivered therefore in the Association's name: promissory notes, bonds, debentures, pledges, hypothecations, or other evidence of debt, and securities, therefore. Any action to borrow funds which would result in continued indebtedness for a period greater than one year shall require an affirmative vote of two-thirds of the voting membership;
- i. To conduct, manage, and control activities and business of the Association to include the management of all funds and property, real and personal, acquired by the Association; and
- j. To change the principal office for the transaction of business from one location to another within the State of California; to adopt, make, and use a corporate seal and alter the form of such seal from time to time as in their judgment they may deem best, provided such a seal shall always comply with the provisions of the law.

Section 2 – Meetings

a. Annual Membership Conference. The Association shall conduct at least one Annual Membership conference each calendar year at a date and place established at least sixty days in advance by the Board of Directors. The Secretary will give all current members appropriate notice of this meeting at least thirty days in advance. Business conducted will include but is not limited to, a report on the Association's financial condition.

b. Special Meetings.

(1) The President or a majority of the Board of Directors may call a Special meeting of the membership at any location within or without the State of California. Five percent or more of the voting members of the Association may make a written request for a special meeting. The President must, within twenty days of such request, establish a date and time for the membership to meet. The membership shall convene no later than ninety days after the original request.

(2) Notice of Special Meetings.

(a) The Board of Directors shall provide notice of any special membership meetings at least twenty days prior thereto personally, by mail, in writing (to include facsimile or telegraphic

communications), or by other electronic means to each member at his or her address as indicated by Association records.

(b) Waiver of Notice. Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where that attendance is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened. The presiding officer of the meeting will be able to determine whether or not the meeting is being lawfully convened.

(c) The Secretary shall ensure that the general nature of the business to be transacted is specified in the notice of the special meeting and that no other business may be transacted.

c. Ballots. Any party authorized to request a special meeting may refer an issue to the membership without a meeting by requesting the distribution of a written ballot to all voting members of the Association. The Board of Directors must establish reasonable ballot distribution dates and deadlines based on regularly scheduled mailings to the membership.

d. Quorum. Ten percent of the voting membership present, or represented by proxy, shall constitute a quorum for the transaction of business at regular and special meetings of the Association or for a valid ballot. If less than a quorum is present at any regular or special meeting of the Association, a majority of the members present may adjourn the meeting. Attendance through telephone, video, or other electronic means qualifies as presence to determine a quorum.

e. Vote.

(1) Active and Life members are empowered to vote on the business of the Association.

(2) The vote of a majority of the voting members present at a regular or special meeting at which a quorum is present shall be the act of the Association unless the vote of a greater number is required by law or by these Bylaws.

(3) Proxies. The Board of Directors shall afford all voting members the opportunity to designate a person or persons the authority to vote on behalf of the member at any regular or special meetings of the Association. The Board of Directors will distribute a formal proxy form in accordance with the California Corporations Code but will accept any proxy verifiable in writing or through any electronic means.

f. Conduct of Meetings.

(1) All proceedings shall be conducted substantially in accordance with Robert's Rules of Order, Revised. The Secretary shall prepare an agenda. Any member may submit, in advance, items for the agenda, which shall be placed on the agenda of the next meeting.

(2) The presiding officer at any Conference of the Association may, subject to the order of business, recognize any member.

Article X

Fiscal

Section 1 – Fiscal Year

The fiscal year shall begin January 1st and all accounts closed and balanced through December 31st.

Section 2 – Administration of Dues/Assessments

- a. Amount. The amount of Association dues or assessments is determined by a two-thirds vote of the Board of Directors.
- b. Collection. The method and system for the collection and payment of dues or assessments are the responsibility of the Executive Director.
- c. Assessments. The Association may collect and administer special funds to promote activities and/or to underwrite expenditures of an official nature, which involve all or a portion of the members. The Board of Directors, through a two-thirds vote, must authorize the establishment of any special fund. Once a special fund is authorized, the Board of Directors will assess each member only an amount sufficient to defray the actual costs of the activity or item. The notice of assessment will state its purpose, time, and manner of payment. The Treasurer will maintain a separate accounting for each authorized special fund.

Section 3 – Waiver of Dues

In the event an Active member is honorably discharged or separated from active status in the California National Guard because of a physical and/or mental disability, the Board of Directors may award the individual a Life Membership without cost.

Section 4 – Books and Records/Audits

The Association shall maintain accurate, complete books and records of all accounts, and the minutes of all proceedings. The Association shall also keep at the principal office, a record of the names and addresses of the members entitled to vote. Any member, or his or her agent or attorney, may inspect all books and records, for any proper purpose at any reasonable time but only by prior appointment. The Board of Directors may employ a certified public accountant to audit the books and report to the Board of Directors.

Section 5 – Expenditures

The Association will expend no funds above and beyond normal operating expenditures unless such are duly authorized in advance by a majority of the Board of Directors, except as may be approved by the President for payment of the invoices related to activities described in Article VII, Section 4, Paragraph a (2) (g). Approval of events, activities, or actions by the Board of Directors constitutes approval to expend funds for those purposes.

Section 6 – Funds

The Association will regularly deposit all funds to the credit of the Association in such banks as the Board of Directors may select or invest these funds as the Board of Directors may direct. Funds raised specifically for a purpose shall only be used for that purpose.

Section 7 – Bonding

The Board of Directors may require the Association to purchase a bond on Association employees.

Section 8 – Property

- a. Personal property acquired shall be held in the name of the Association, and under the control and direction of the Board of Directors.
- b. Real Property acquired is subject to the provisions of the Bylaws and held subject to the terms and conditions of the Trust thereafter created.

Section 9 – Contracts

- a. The Board of Directors may authorize any member or agent to negotiate and enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.
- b. Contracts shall be executed in the name of the Association.

Article XI Association Representation

Representation of the Association at conferences, meetings, events, workshops, or other duly organized activities shall be at the discretion of the Board of Directors.

Article XII By-Laws Amendment

Section 1 – Vote

These Bylaws may be amended at any time by a majority vote of the Board of Directors, except that any such amendment shall also be approved or ratified by a majority vote of the members at an Annual Membership Conference to the extent required by applicable laws and/or where such amendment is reasonably likely to have a material adverse impact on the members as determined by the Board of Directors. If any amendment requires the approval or ratification by a majority vote of the members pursuant to these Bylaws, the members must be provided notice and information regarding the nature of the proposed amendment at least thirty days before the Annual Membership Conference at which the amendment will be voted upon. The members shall be promptly notified of all amendments to the Bylaws. All notifications associated with proposed and finalized amendments to the Bylaws may be provided to the members in any manner, including electronically by email and/or by publishing such

notifications and amendments on the Association's website.

Section 2 – Effective Date

Unless otherwise provided, an amendment of the Bylaws is effective upon the adjournment of the official meeting during which it was adopted.

Section 3 – Proposing Amendments

The President, Board of Directors, or five percent of the voting membership may propose amendments on their own initiative, in writing. The Board of Directors will present all such proposed amendments to the membership with or without recommendation.

Section 4 – Distribution

Any member may request a copy of these Bylaws from the Association offices during normal business hours.

Article XIII Endorsements

The Association shall not make official endorsements on any local, state, or national elected or appointive office. Members of the Association shall not use official Association titles when making personal endorsements on behalf of any candidate or nominee.

Article XIV Soldier and Airman Recognition

The Association may recognize the Soldier, Airman, and NCOs of the Year at an appropriate forum as determined by the Board of Directors.

Article XV Definitions

For the purpose herein:

- a. "State" means and includes the State of California;
- b. "May" is used in a permissive sense;
- c. "Shall" is used in an imperative sense;
- d. "May not" is used in a prohibitive sense;
- e. "Majority Vote" means and includes a majority of the legal votes cast; and
- f. "Two-thirds Vote" means and includes two-thirds of the legal votes cast.
- g. "Cause" for the purposes of disciplinary or removal actions for officers or members shall be defined by the California Corporations Code.
- h. "Participants" means any past, present, and future Board of Directors Members,

Officers, Advisory Board Members, Committee Members, Volunteers, employees, and other individuals associated with the Association.

i. “Related Parties” means any past, present, and future Participants, affiliates, agents (including lawyers), contractors, suppliers, successors, and assigns associated with a party. In no event shall any party and its Related Parties be deemed to be a Related Party of any other party or its Related Parties.

j. “Volunteers” means any past, present, and future individuals who may serve or be involved with the Association without compensation to help further the mission and purpose of the Association.

Article XVI Miscellaneous

Section 1 - Responsibilities of Participants. Participants are hereby subject to these Bylaws by virtue of their service to, or involvement, with the Association. Any individual who is not willing to abide by these Bylaws should not become a Participant in the Association.

(a) The Duty of Loyalty. The duty of loyalty requires Participants to exercise their powers in the best interest of the Association, not in their own interest or the interest of another entity or person. In making decisions on matters associated with the Association, each Participant is encouraged to fully and vigorously express independent thoughts about what she or he reasonably believes in good faith to be in the best interests of the Association. Nevertheless, after such full and vigorous discussion and a duly conducted vote on the matter in question, each Participant shall fully and in good faith support the ultimate decision of the Association respecting that matter, even if that decision is contrary to, or not entirely consistent with, a particular Participant’s preference or point of view. Any Participant who cannot fully and in good faith support the Association’s ultimate decision respecting a particular matter should promptly resign her or his position in the Association by delivering written notice of such resignation to the Association.

(b) Conflict of Interest. Participants may have interests that conflict with those of the Association. A Participant should not use her or his position to advance that Participant’s personal interest. The duty of loyalty requires that a Participant be conscious of the potential for such conflicts and act with candor and care in dealing with such situations. Conflicts of interest involving a Participant are not inherently illegal, nor are they to be regarded as a reflection on the integrity of the Participant. It is the manner in which the Participant deals with a disclosed conflict that determines the propriety of the transaction. A conflict of interest is present whenever a Participant has a material, personal interest in a proposed contract or transaction to which the Association may be a party. This interest can occur either directly or indirectly. A Participant should follow these basic steps in identifying and handling conflicts of interest:

(1) Awareness. A Participant should be sensitive to any interest that such Participant may have in a decision to be made by the Association and, as far as possible, recognize such interest prior to the discussion or presentation of such a matter before the Association.

(2) Disclosure. If a Participant has an interest in a matter being considered by the Association, that Participant should disclose that conflict before the Association takes action on the matter. Each material conflict of interest disclosure should be in writing and fully recorded in the minutes. The duty of disclosure of an interest exists without regard to whether the proposed transaction is fair, whether the Participant urges or opposes the transaction, or whether the Participant is present during discussion of the transaction, votes thereon or abstains from voting, or is counted or not counted in establishing a quorum at any meeting where the transaction is discussed. In some cases, a Participant may have an interest in a transaction but be unable, because of duties running to others, to disclose the nature of the interest. In such a case, the Participant should at least state that such an interest exists, consider leaving the meeting, or at least abstain from the discussion and not vote thereon.

(3) Disinterested Review. Upon disclosure by the Participant, the Association should provide a disinterested review of the matter.

(4) Absence from Meeting. A Participant with a conflict of interest may consider it prudent (but is not required) to be absent from the part of the meeting when the matter is being discussed except when that Participant's information may be needed. That absence should be recorded in the minutes of the proceedings related thereto.

(5) Abstention from Voting. A Participant with a conflict of interest may consider it prudent (but is not required) to abstain from voting on the matter in question. That abstention should be recorded in the minutes of the proceedings related thereto.

(6) Resignation. Where a Participant's conflicting interest presents so difficult a problem that even the above measures are impossible or impractical, the Participant should consider resigning but is not required to resign.

(7) Re-examination. If the Association discovers that it has acted upon a proposal in ignorance of an undisclosed conflict of interest therein, the Association should promptly reexamine the issue, and that reexamination should be recorded in the minutes of the proceedings related thereto.

(c) Confidentiality. A Participant should keep confidential and not disclose any information about the Association and/or Related Parties unless that information is already known by the public or is of public record. That confidential information includes but is not limited to, information respecting the following (the "Confidential Information"): (1) the assets, operations, financial condition, trade secrets, technologies, knowledge, designs, concepts, ideas, products, intellectual property, technical know-how, databases, donor data and lists, and other information respecting the Association and/or its Related Parties; (2) individuals, companies, financial resources, donors, lenders, agents, employees, and other individuals associated with the Association and/or its Related Parties; (3) Related Party contact or private information; and/or (4) actual and anticipated projects, agreements, relationships and other transactions associated with the Association and/or its Related Parties. In the normal course of business, a Participant should treat all matters involving the Association and/or its Related Parties as confidential until there has been general public disclosure or unless the information is a matter of public record or common knowledge. The Association shall be the sole owner of its Confidential Information. Unless designated by the Association, an individual Participant is not a spokesperson for the

Association, and thus disclosure to the public of the activities or information of the Association should be made only through the designated spokesperson for the Association.

(d) No Restrictions. A Participant should not be subject to any agreements or arrangements, whether written or oral, and no understandings or pending or threatened actions or proceedings before any court, governmental agency, or arbitrator, at law or in equity, which would result in a conflict of interest for that Participant, be breached by that Participant, or which would impair or prevent a Participant from performing his or her duties or rendering his or her services to the Association in compliance with the Association's governing documents and applicable laws. A Participant should not be subject to any commitment or do any act in conflict with that Participant's duties to the Association. Without limiting the generality of the foregoing, a Participant should not enter into any non-competition, non-solicitation, non-disclosure, or similar covenants or agreements that would be breached in any respect by that Participant upon her or his performance of duties to the Association.

(e) Return of Confidential Information. A Participant should deliver to the Association all originals and copies of the Confidential Information and other property in the possession and/or control of that Participant associated with the Association and/or its Related Parties within two business days following delivery to that Participant of a written request for the same. Within two business days following the termination of a Participant's position with the Association, that Participant shall deliver to the Association all originals and copies of the Confidential Information and other property in the possession and/or control of that Participant pertaining to the Association and/or its Related Parties.

(f) Non-Solicitation. A Participant should not directly or indirectly:

(1) Whether for that Participant's own account or for the account of any other person, at any time during the Participant Period or the Post-Participant Period (as such terms are defined below), directly or indirectly compete or solicit business of the same or similar type being carried on by the Association, from any person known by that Participant to be a Related Party of the Association, whether or not that Participant had personal contact with such person during and by reason of that Participant's position with the Association;

(2) Whether for that Participant's own account or the account of any other person at any time during the Participant Period or the Post-Participant Period, directly or indirectly: (i) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was a Related Party of the Association or in any manner induce or attempt to induce any Related Party of the Association to terminate her or his employment with, or services to, or contributions to, the Association; (ii) interfere with any relationship between the Association and any Related Party; or (iii) compete with any business performed by the Association and/or its Related Parties.

(3) At any time during or after the Participant Period, disparage the Association and/or its Related Parties.

(4) For purposes of this Agreement, the term "Participant Period" means the period of time during which a Participant fills a Participant position for the Association. The

term “Post-Participant Period” means two years beginning on the date that a Participant’s role in the Association is terminated for any reason or any other period as determined by the Board.

(g) No Negative Statements. No Participant shall at any time directly or indirectly take any action and/or make, publish, file or record any oral or written statements that (1) would likely have a negative or injurious impact upon the Association and/or its Related Parties except in connection with enforcing and/or defending under the Association’s governing documents and/or as required by applicable laws; or (2) is critical, ridiculing, disparaging, derogatory, defamatory, libelous or slanderous to the Association and/or to its Related Parties.

(h) Association Opportunities. Before a Participant engages in a transaction that the Participant reasonably should know may be of interest to the Association and/or its Related Parties, the Participant should disclose the transaction to the Association in sufficient detail and adequate time to enable the Association to act or decline to act with regard to such transaction. A Association opportunity arises when a Participant knows that she or he can participate in a transaction that would plausibly fall within the present or future activities of the Association and/or its Related Parties. As a matter of good practice, the Participant should affirmatively present the opportunity to the Association before participating in the transaction outside the Association. Although legal requirements as to these transactions vary from jurisdiction to jurisdiction, a Participant should, for that Participant’s self-protection and as a matter of good corporate practice, make a clear record of such disclosure and request that the Association’s abstention (if any) from exercise of the opportunity be explicit and of record.

(i) Expenses and Obligations. The Participants shall not incur any costs or legal obligations that might impact the Association and/or its Related Parties without the prior written consent of the Association. Participants shall not represent or hold themselves out to the public as having the power to bind the Association without the prior written consent of the Association.

Section 2 - Limitations on Liability. The Association’s Related Parties shall have no personal, deficiency, or recourse liability of any kind at any time in connection with the Association, including under any theories of alter-ego, piercing the veil of protection, ultra vires or otherwise, except to the extent caused by the bad faith or criminal misconduct of, or undertaken in a separate writing signed by, the person or entity in question. The Association and its Related Parties shall at no time have any liability for consequential, special, exemplary, punitive, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, or other damages in addition to actual compensatory damages, as those actual compensatory damages may be further limited by applicable documents or laws regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

Section 3 - Limited Liability of Volunteers.

(a) General Provisions.

(1) Volunteers may subject themselves to uninsurable and/or unlimited financial exposure, and they may, therefore, elect not to serve as a Volunteer.

(2) The Association wishes to encourage Volunteers to serve the Association

in volunteer positions to enhance the purpose and mission of the Association.

(3) While the Association utilizes insurance consultants who specialize in association or corporate insurance, it is difficult and cost-prohibitive for the Association to obtain insurance to cover every anticipated or potential claim that may arise. Insurance coverage varies from policy to policy, and coverage may be dependent solely upon what is available in the insurance marketplace at the time of procuring such coverage. Coverage can vary from policy period to policy period.

(4) It is the intention of the Association to construe these provisions as broadly as possible to cover all uninsured claims brought against Volunteers and/or the Association and its Related Parties, even if those claims allege and subsequently result in an award against a Volunteer and/or the Association and its Related Parties for intentional or willful misconduct, punitive damages or gross negligence.

(5) These limitation of liability provisions are intended to allocate the risk of liability away from Volunteers personally and to supplement other applicable laws that protect and immunize Volunteers and/or the Association and its Related Parties.

(6) In the event of any conflict between the provisions in this Section respecting the Limited Liability of Volunteers and any applicable laws, the provisions which provide the greatest protections and limitations on liability for Volunteers and/or the Association and its Related Parties shall govern.

(7) Nothing stated herein limits the Association's or its insurance carrier's duty to defend and indemnify a Volunteer and/or the Association and its Related Parties.

(b) Volunteer Protection - Procedures. A Volunteer shall not have any liability to any other Volunteer, the Association, and/or its Related Parties. No cause of action against a person serving without compensation as a Volunteer of the Association on account of any negligent act or omission by that person within the scope of that person's duties as a Volunteer shall be included in a complaint or other pleading unless the court enters an order allowing the pleading that includes that claim to be filed after the court determines that the party seeking to file the pleading has established evidence that substantiates the claim. The court may allow the filing of a pleading that includes that claim following the filing of a verified petition, therefore accompanied by the proposed pleading and supporting affidavits stating the facts upon which the liability is based. The court shall order service of the petition upon the party against whom the action is proposed to be filed and permit that party to submit opposing affidavits prior to making its determination. The filing of the petition, proposed pleading, and accompanying affidavits shall toll the running of any applicable statute of limitations until the final determination of the matter, which ruling, if favorable to the petitioning party, shall permit the proposed pleading to be filed. Any party may request a hearing before the court prior to the court making a final determination on the petition.

(c) Volunteer Protection – Limitations on Liability. In the event of a claim or claims brought against a Volunteer, the Association, and/or its Related Parties, no Volunteer (current or former) shall be personally liable for an amount exceeding \$1,000 per Volunteer (inclusive of both defense costs and indemnity) in any given lawsuit (or any related series of lawsuits arising

from the same or similar set of facts) no matter the number of claimants. As the intent of this limitation of liability is to allocate risk in such a manner that Volunteers will be more likely to serve the Association without fear of personal liability above a known and finite amount, the limit stated herein shall be increased to the amount of insurance proceeds actually available in a situation where Association's insurance carrier is defending and indemnifying the Volunteer and the Association without reservation and pays any award resulting from such lawsuit. This limitation of liability provision does not pertain to individuals who receive monetary compensation specifically to serve the Association. The limitation of liability provision is not intended to apply to a Volunteer where the defense costs and indemnity costs are covered by the Association's insurance.

Section 4 - Security Bond. This provision is applicable to any plaintiff who is subject to these Bylaws by virtue of being a Participant or otherwise (a "Plaintiff").

(a) When a Plaintiff resides out of the State of California or is a foreign corporation, security for the costs and charges which may be awarded against such Plaintiff may be required by the Association by the filing and service on Plaintiff of a written demand therefor within the time limit for answering the complaint. When so required, all proceedings in the action shall be stayed until an undertaking, executed by two or more persons, be filed with the clerk, to the effect that they will pay such costs and charges as may be awarded against the Plaintiff by judgment, or in the progress of the action, not exceeding the sum of \$1,000 per Plaintiff; or in lieu of such undertaking, the Plaintiff may deposit \$1,000, lawful money, with the clerk of the court, subject to the same conditions as required for the undertaking. The Plaintiff, upon filing the undertaking or depositing the security, shall notify the Association of such filing or deposit, and the Association, after receipt of such notice, shall have 20 days or the period allowed under applicable laws, whichever is longer, in which to answer or otherwise plead to the complaint.

(b) A new or an additional undertaking may be ordered by the court or judge upon proof that the original undertaking is insufficient security, and proceedings in the action stayed until such new or additional undertaking is executed and filed.

(c) Each of the sureties on the undertaking mentioned in subsection (a) shall annex to the same an affidavit that the surety is a resident and householder, or freeholder, within the State of California and is worth double the amount specified in the undertaking, over and above all the surety's just debts and liabilities, exclusive of property exempt from execution.

(d) After the lapse of 30 days from the service of notice that security is required, or of an order for new or additional security, upon proof thereof, and that no undertaking as required has been filed, the court or judge may order the action to be dismissed.

Section 5 - Duty to Mitigate Damages. It is the duty of any Plaintiff to mitigate by all reasonable means any damages claimed to arise from alleged negligence or other wrongdoing by the Association and/or its Related Parties. If any Plaintiff fails to mitigate damages, such failure to mitigate shall be the basis for offsetting any damage award, including attorneys' fees.

Section 6 - Mandatory Mediation. Should any dispute arise among any Participants (in their capacities as Participants) that relate in any way to each other and/or to the Association, prior to the institution of any legal proceeding, the parties in dispute shall mediate that dispute in

Sacramento, California (unless a different location or virtual arbitration is otherwise agreed to by the Participants) before an agreed upon mediator. If the parties in dispute cannot agree upon a mediator within 15 days following the time that a notice of mediation is served by one Participant upon another or the Association, the mediator shall be selected from Judicial Arbitration and Mediation Services (“JAMS”) utilizing JAMS Rules of Mediation applicable to commercial mediations. The decision of the mediator shall not be binding upon the parties in dispute. All applicable statutes of limitations and statutes of repose shall be tolled among the parties in dispute from the time that a notice of mediation is served by one party in dispute to another until the mediation is concluded either by way of a settlement or if no settlement, by way of written notification served by one party or the mediator on another party that the mediation has concluded.

Section 7 - Attorneys’ Fees. The prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs, including collection, court, and attorneys’ fees and expenses, incurred by the prevailing party in any action or defense involving these Bylaws.

Section 8 - Governing Law. The interpretation and enforcement of these Bylaws shall be governed by California law without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. If any provision of these Bylaws is determined to contravene such governing law, such provision shall be automatically amended to the smallest extent possible to make such provision comply with the applicable governing law, and regardless of any such modification, these Bylaws shall remain in full force and effect.

Section 9 - Severability. If any portion of these Bylaws is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. These Bylaws shall be construed as a whole and in accordance with their fair meaning. No rule of strict construction or interpretation shall be applied against any Party.