

CONSTITUTION AND BY-LAWS

MT. DIABLO AUDUBON SOCIETY

CONSTITUTION

Article I. Name

This organization shall be known as the Mt. Diablo Audubon Society.

Article II. Mission Statement

Mt. Diablo Audubon Society is committed to the sustainable balance of our community's people, birds, other wildlife and habitat through conservation, education and advocacy.

BY-LAWS

Section 1. Any person interested in the purposes of the Mt. Diablo Audubon Society is eligible for membership.

Section 2. Audubon Membership will consist of two tiers of Members: Mt. Diablo Audubon Society (hereinafter called "Mt. Diablo") Members and National Audubon (hereinafter called "National") Members.

Section 3. Annual membership dues of Mt. Diablo shall be established by the Board of Directors of the Mt. Diablo and shall include membership categories set by the Board of Directors of Mt. Diablo.

Annual dues of National membership shall be established by the National and shall include membership categories set by the National.

Section 4. Effective Sept. 1, 2002, membership in Mt. Diablo shall be limited to persons paying annual dues to Mt. Diablo. Members of Mt. Diablo are entitled to attend and participate in all function and activities of Mt. Diablo, and to receive the Quail newsletter. Members of Mt. Diablo ~~will~~ **shall** not receive National rights and privileges.

Members of National residing in the Mt. Diablo area ~~will~~ **shall** be considered Associate Members of Mt. Diablo and are entitled to attend and participate in all functions and activities of Mt. Diablo. ~~Members of National will not~~ **but are not entitled to** receive the Quail newsletter.

The Board of Directors of Mt. Diablo may establish fees, or request donations, for participation in any functions or activities of Mt. Diablo by non-members of Mt. Diablo.

- Section 5. Mt. Diablo membership dues shall be payable at the time of application and shall be effective from the date of application, and annually thereafter.
- Section 6. Should renewal of membership dues not be paid within two months after the time they are payable, a member so in default may forthwith be dropped from the rolls.

ARTICLE II. GENERAL MEMBERSHIP MEETINGS

The ~~regular~~ **general** meetings of Mt. Diablo shall be on the first Thursday of each month ~~between from~~ September ~~and through~~ June.

Special meetings of the membership may be called by the President **or** the Board of Directors, ~~or by seven members of Mt. Diablo~~ when deemed necessary. ~~Ten days' written notice of such special meetings, stating the object thereof, shall be sent to each member at his or her last known post office address.~~ **Notice of any such meeting shall be provided at the preceding general meeting.**

~~50 (fifty)~~ **Fifty (50)** members shall constitute a quorum at any membership meeting of Mt. Diablo.

ARTICLE III. OFFICERS

- Section 1. The ~~e~~**Officers** of Mt. Diablo shall be those defined below.
- Section 2. **President.** The President shall preside at all meetings of Mt. Diablo, ~~shall~~ appoint ~~chairmen~~ **chairs** of all committees, and be a member ex-officio of same except **for** the nominating committee. The President shall direct and administer the affairs of Mt. Diablo as its executive officer and shall supervise all phases of its work. The President may designate any officer or board member to preside in conducting meetings of Mt. Diablo in the event the President is unable to ~~conduct a meeting in person~~ **do so.**
- Section 3. **Vice-President.** The Vice-President ~~for conservation~~ shall assist the President in the performance of duties and shall serve as organizer of and ~~spokesman~~ **spokesperson** for the conservation activities of Mt. Diablo. **The Vice-President may be assigned special projects by the Board of Directors or the President.** (*From Section 6*)
- Section 4. **Secretary.** The Secretary shall keep a record of all proceedings of Mt. Diablo, conduct and preserve all correspondence relating to Mt. Diablo,

and **perform** such other activities **duties** as the Board of Directors may require. Minutes of meetings of the Board of Directors ~~will~~ **shall** not be taken by means of a tape recorder by the Secretary or any other member unless a request **for permission** has been made ~~to the Board~~ at the start of the meeting ~~for permission to do so~~ and such permission is granted by a majority vote of ~~the members of the Board of Directors~~ **those Board members** present.

Section 5. **Treasurer.** The Treasurer shall have custody of the funds of Mt. Diablo **and** shall deposit all such funds as may be designated by the Board of Directors.

The Treasurer shall receive all affiliate dues. ~~, giving a receipt therefor.~~

The Treasurer shall disburse the funds of Mt. Diablo as ~~shall be~~ directed by the Board of Directors and shall render to Mt. Diablo ~~at the regular meetings~~ **in an annual report**, and whenever the Board of Directors may require it, an accounting of these transactions.

~~Section 6. — The Vice President shall assist the President in the performance of duties. The Vice President shall preside in conducting meetings of Mt. Diablo in the event the President is unable to conduct a meeting in person and may be assigned special projects by the Board of Directors or the President. (See Section 4)~~

ARTICLE IV. BOARD OF DIRECTORS

The Board of Directors shall consist of the Officers and the Chairpersons of the standing committees. **All Board Members shall be current Mt. Diablo chapter members in good standing.** The President may designate additional members to serve on the Board, subject to approval ~~of~~ **by** a majority vote of the Board. **At the beginning of each term, the President shall review and confirm all Board members and appointments and submit an accurate list of their names for publication in "The Quail."**

A majority of ~~its~~ the Board's members shall constitute a quorum.

The officers of Mt. Diablo shall serve in a like capacity of the Board of Directors.

The Board will, unless otherwise specified, meet in regular session at a time and location to be announced in Mt. Diablo bulletin. Additionally, the Board will meet whenever deemed necessary by the President.

ARTICLE V. NOMINATIONS

The President shall appoint a Nominating Committee Chairperson who, in turn, ~~will~~ **shall** select two members in good standing as the Nominating Committee. The Nominating

Committee will present names of nominees for the elective offices of Mt. Diablo to the general membership at the April meeting **and by publication in the May issue of “The Quail.”** All nominees for office must be members of Mt. Diablo, in good standing. The officers of Mt. Diablo shall be elected at the regular May meeting **with their term to begin the following July.** Nothing herein shall be construed to preclude nominations from the floor.

In case of incapacity **or resignation** of an elected officer, the Nominating Committee shall recommend a candidate to the Board of Directors, and the Board shall approve the interim appointment.

ARTICLE VI. STANDING COMMITTEES

The standing committees of Mt. Diablo shall be: Nominating, Program, Publicity, Field Trip, Membership, Hospitality, Conservation, “The Quail,” Education, Christmas Count, and Sales Manager. The President may establish additional Standing Committees, subject to approval ~~of~~ **by** a majority vote of the Board.

- Section 1. The Program chairperson shall arrange programs and Birding Information ~~in keeping~~ **consistent** with the aims and purposes of Mt. Diablo.
- Section 2. The Publicity chairperson shall supply the news media with information concerning the activities of Mt. Diablo.
- Section 3. The Field Trip chairperson and interested members shall prepare a schedule of trips for the year. The chairperson shall arrange and designate leaders for field trips.
- Section 4. The Membership chairperson shall welcome new members and guests; cooperate with the Membership Department of the National Audubon Society by such measures as obtaining lists of names and addresses of potential members residing within the allotted territory of this Chapter; conduct membership campaigns; and ~~to~~ attempt to obtain the continuing membership of those who have become delinquent in the payment of their dues.
- Section 5. The Hospitality chairperson shall be in charge of refreshments served at general and special meetings.
- Section 6. Conservation chairperson shall be in charge of all conservation matters pertaining to Mt. Diablo.
- Section 7. The Editor of “The Quail” shall be responsible for its ~~issuance~~ **publication.**

- Section 8. The Education chairperson shall maintain close contact with the Educational Services Division of National Audubon, ~~shall~~ encourage schools and colleges within the Chapter's territory to conduct courses in, or otherwise stress, natural history, ecology and conservation; and ~~shall~~ cooperate in furthering the educational objectives and programs of National Audubon.
- Section 9. The Christmas Count chairperson shall organize and coordinate all activities relating to Mt. Diablo's annual Christmas bird counts.
- Section 10. Sales Manager shall handle sales and inventory of publications, ~~and~~ maintain **financial** records ~~of same for financial reporting~~ and shall transfer all receipts to the Treasurer.
- Section 11. The Executive Director shall handle special projects such as, but not limited to, web site operation, corporate relationships, and other projects as assigned by the Board of Directors or the President, and shall have full voting rights.

ARTICLE VII. COMMITMENTS

Neither this Chapter nor its officers or Board of Directors shall enter into any commitments binding on the National Audubon Society without authorization from the latter. In like manner, the National Audubon Society shall make no commitments binding on this Chapter without its consent.

ARTICLE VIII. DISCONTINUANCE

This Chapter reserves the right to terminate its Chapter status on six months' notice, given in writing to the National Audubon Society, in which case all allocation of dues by the National Society to this Chapter will cease on expiration of the six months' period. This Chapter recognizes the right of the National Society to terminate the Chapter relationship on six months' notice given by it to this Chapter, in which case the members of this chapter shall continue as members thereof for the balance of the term for which dues have been paid.

ARTICLE IX. AMENDMENTS

This Constitution and By-Laws may be amended by a majority vote of the members present at any regular meeting; provided, however, that notice of such proposed amendment or amendments shall have been ~~mailed to each member of the Chapter at least five days before the date of the meeting to said member's last known post office address~~ **provided at the general meeting preceding the vote.**

ARTICLE X. TERRITORY

The territory of the Mt. Diablo Audubon Society consists of the ~~central~~ **following** portions of **central** Contra Costa County: ~~This includes the towns of~~ Alamo (94507), Antioch (94509), Brentwood (94513), Clayton (94517), Concord/Pleasant Hill (94518 through 94524), Crockett (94525), Danville (94526), Diablo (94528), Hercules (94547), Lafayette (94549), Martinez/Pacheco (94553), Oakley (94561), Pinole (94564), Pittsburg (94565), San Ramon (94583), and Walnut Creek (94595, 94596, 94598). **Associate** membership ~~will~~ **shall** also be made available to others outside these zip codes who indicate to the National Audubon Society their preference for ~~Chapter~~ associate membership with the Mt. Diablo Chapter ~~of the National Audubon Society~~.

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