

Bylaws of the Independence Youth Flying Club (IYFC), Incorporated (Revision 2)

Revised and In Effect: Feb 20, 2023

Purpose of the Revision: The revision is implemented to move the IYFC into a Non-Profit Corporation under IRS Code 501 (c) (3) and the Oregon Charitable Organization rules while adapting the language to be consistent with other flying clubs.

ARTICLE I

General

The name of this Corporation, as provided by its Articles of Incorporation, shall be “Independence Youth Flying Club, Incorporated (IYFC).” The IYFC is a not for profit, public corporation in accordance with the laws of the State of Oregon, Department of Justice, Charitable Organization rules and the rules of the Internal Revenue Service Code 501 (c) (3). The IYFC was originally incorporated as a “for profit” organization and is now converted to be a not for profit organization (NFPO), using the same organizational structure as originally incorporated. The IYFC is organized exclusively as a charitable and educational organization and the conversion is effective as of May 2020.

ARTICLE II

Purpose

The IYFC functions as a mutual membership benefit organization (NTEE Y99). The purpose of the IYFC is to: provide for the education of its members for the purpose of improving and/or developing their general aviation skills and capabilities; and/or the instruction of the public on subjects useful to the individual and beneficial to the general aviation community. The IYFC also provides charitable support of its programs within its community. The IYFC supports: the youth and next generation of flyers in the community with membership and provides access to training within general aviation technology using science, technology, engineering and mathematics (STEM) programs; advancement of the general technical and practical knowledge of its membership in relation to general aviation technologies and safety; promotion of aviation safety within the state of Oregon; and, identifying and assisting those within the community through education programs. Charitable support is provided to the community by; providing no cost or reduced cost IYFC memberships to those with demonstrated financial need; and, providing scholarships, grants and aid. The IYFC, its members and its community as are permitted, by the Articles of Incorporation, to pursue the above purposes. The IYFC does not participate in any legislative advocacy or any other activities which do not further its exempt status in education and charity.

ARTICLE III

OFFICERS

- A. The officers of the IYFC shall be:
 - a. President,
 - b. Secretary/Treasurer.
- B. The President shall appoint additional officers (i.e. Safety Officer, Chief Flight Instructor, Maintenance Officer, and others) as necessary to support the needs, intent and operation of the organization.
- C. The organizations may have officers who are volunteers and not paid for their services. These officers may receive reimbursement or an allowance for out-of-pocket expenses for their service to the IYFC.
- D. Officers of the IYFC shall disclose conflicts of interest to the IYFC as soon as the conflicts are recognized and shall either: recuse themselves from IYFC activities where the conflict compromises their ability to execute the duties of the office; or, remove the source of conflict such to no longer pose a conflict to the duties of their office.
- E. The IYFC shall ensure any net earnings do not inure, in whole or in part, to the benefit of individuals (that is, board members, officers, key management employees, or other insiders within the IYFC).
- F. Officers shall be elected by the membership and shall hold office at the pleasure of the Membership until the next election is called by a majority of the active members or until the officer resigns.
- G. Removal of Officers - Any officer is subject to removal by a two-thirds (2/3) majority vote of the active members in good standing at any general or special meeting of the members.
- H. Duties of Officers
 - a. President - The President shall preside at all meetings of the IYFC. He shall sign with the Treasurer in the name of the IYFC all contracts, certificates, notes or other documents affecting the business of, or in any way binding upon, the IYFC. The President shall coordinate the activities of the IYFC and promote the general welfare of the organization. In the absence or disability of the Treasurer, the President shall be vested with the powers of that office and will perform all of the required duties.
 - b. Vice President - The Vice President shall perform the duties of President in the absence or disability of the President and in such event shall be vested with all the powers of the office.
 - c. Secretary/Treasurer - The Secretary/Treasurer shall act as the IYFC General Manager. The Secretary/Treasurer shall be the chief executive officer of the IYFC and shall exercise general supervision of the business affairs and property of the IYFC. The Secretary/Treasurer shall direct and manage the affairs, business property and employees (if any) of the IYFC; maintain adequate and correct accounts and financial records of the properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and capital surplus. The Secretary/Treasurer shall be responsible for the payment of all IYFC obligations, for the collection of dues, assessments, and flight time payments and shall keep, or cause to be kept, the Engine and Aircraft Logs of all planes owned or operated by the IYFC. In addition to the duties of the Treasurer,

the Secretary/Treasurer shall perform the duties of the Secretary. The Secretary shall handle all IYFC correspondence, maintain the membership list and certificates, keep a book of minutes of meetings of the officers or members. The Secretary may sign for the President or Vice-President when either of them is not available. The Secretary/Treasurer shall act as the central point of contact for any gift and/or donation to the IYFC. The Secretary/Treasurer shall maintain a detailed record of any gift and/or donation, correspondence attesting the receipt of such gift and/or donation and the disposition of the gift and/or donation by the IYFC.

ARTICLE IV

MEMBERSHIP

- A. Authorized Membership – Total membership in the IYFC shall be limited by the number of members fixed and authorized by the Officers. The number of members is a function of the number of aircraft within the IYFC and is controlled to ensure fair and equitable member access to each aircraft. The Officers shall, from time to time, determine, by resolution duly adopted, the number of memberships authorized by the IYFC.
- B. Classes of Membership - The classes of membership shall be Active Member, and Inactive Member.
 - a. An Active Member meets all qualifications for membership, pays the initiation fee and monthly dues, as specified by the officers, and: intends to fly the IYFC aircraft as a student pilot or a certified pilot in command; and, participate in IYFC educational programs.
 - b. An Inactive Member is one who has requested and been granted Inactive Member status by the officers. Inactive membership will be granted only to members in good standing whose accounts are paid in full. Inactive members will be charged reduced dues and will not be allowed to participate or vote on IYFC matters. Inactive membership will not be granted for the purpose of avoiding the payment of dues during periods of inactivity such as winter or short-term absences.
- C. Qualification and Eligibility for Membership
 - a. Members must be of good moral character, responsible, and financially able to meet the obligations of the IYFC. They must possess, or have the ability to procure all licenses, certificates or permits required by any Governmental agency for the operation of IYFC aircraft.
 - b. Membership shall be obtained only through the approval of the officers who shall be empowered to fix and determine number, conditions and requirements for membership.
 - c. Special provisions are made, case by case, for individuals applying for membership in the IYFC based on special needs and are reviewed and approved by the offices.
- D. Ownership of Assets and Rights Upon Dissolution

- a. The IYFC is not an equity organization and all property is owned by the IYFC. Any aircraft received by the IYFC as a donation becomes the property of the IYFC and is used to meet the objectives set forth in Article II above.
 - b. Upon dissolution, the IYFC assets are disposed of through exempt purposes which may include gifts to charitable or educational organizations. Complete records of all asset disposals shall be maintained by the Secretary/Treasurer.
 - c. In no case shall the officers and/or members of the IYFC benefit from the disposition of the organization's assets. If an asset is disposed of for more than its original value, that value shall be, upon dissolution, disposed of to an exempt purpose.
- E. Membership Transferability - No membership shall be transferred, sold, pledged, assigned, bailed, alienated or hypothecated.
- F. Termination of Membership – Membership may be terminated voluntarily
- a. A member may resign or terminate their membership at any time provided all required fees and charges are paid.
- G. Termination of Membership – Involuntary
- a. The officers may terminate any membership, with or without cause.
- H. Membership Dues, Charges and Assessments
- a. Each new member shall be assessed a one-time non-refundable initiation fee upon acceptance of their membership application. This fee is set by the officers.
 - b. Each member shall be assessed monthly dues as fixed by the officers.
 - c. Charges - Members shall be charged monthly for time flown at hourly rates fixed by the officers, which rates shall be adequate to cover all operating expenses, maintenance, depreciation, insurance, and other charges not covered by the monthly dues.
 - d. Assessments - Special assessments of members may be made by the officers in unusual or extreme circumstances.
 - e. Payment - Dues, charges and assessments are payable upon rendering of an account, and become delinquent upon the fifteenth (15) day of the month following.
 - f. Penalties/Inactive Status/Termination - A penalty shall be imposed as one and one half percent (1.5%) per month fee against the balance in a member's account un-paid by the last day of the month following the month for which the statement was submitted. The officers shall have the authority to declare a delinquent member inactive and to deny them the use of IYFC aircraft or to involuntarily terminate such delinquent membership as provided in Paragraph G of this Article.

ARTICLE V

LIABILITY OF MEMBERS

- A. Insurance - The IYFC shall at all times, carry aircraft liability insurance protecting the IYFC as a corporation and its members against liability, actions, suits for damages or judgments of third persons or members arising out of the use and operation of IYFC aircraft. The insurance shall meet the requirements for insurance, as stated above.

Aircraft Hull coverage will be determined on a case by case basis for all aircraft operated within the IYFC.

- B. Damage to Aircraft - The individual member shall be responsible for the safe operation of the IYFC aircraft. In the event of damage to a IYFC aircraft, its engine or equipment, which damage is, in part or in whole, caused by act or omission of the member, such member shall be liable for the damage sustained and may be assessed the uninsured, non-reimbursable cost of repair or replacement.
- C. Limits of Liability - In general, the member will be held liable for the deductible amount as shown in the insurance policy for the damaged aircraft.
- D. Accident Investigation Board - In the event of an accident, damage, destruction or loss of IYFC aircraft, engine or equipment, for which liability may be assessed under Paragraph B of this Article, the officers shall appoint an Accident Investigation Board. This Board shall then investigate and report its findings of fact and recommendations to the officers. The officers shall then take whatever action is deemed appropriate under Paragraph B or D of this Article.
- E. Liability for Gross Negligence, Willful Violation of the Law and Flight under the Influence of Intoxicants or Drugs.
 - a. In the event that any member be found by the Accident Investigation Board or competent legal authority to have caused loss, damage, destruction or injury to the IYFC or to its aircraft, of willful violation of any law, regulation or rule of the Federal Government, of any State, or of the IYFC, or while under the influence of intoxicating liquors or drugs, the member or his estate will be held liable for all such loss, damage, destruction or injury. The limitation of liability set forth in Paragraph B of this Article will not be applicable in such event.

ARTICLE VI

EQUIPMENT

- A. The IYFC shall be authorized to own, lease, rent aircraft and related equipment for operation by IYFC members. To avoid any possible conflict of interest, no aircraft or equipment shall be purchased from an IYFC Officer and/or employee without unanimous agreement of the Officers.
- B. Aircraft shall be suitable and adequate for training and cross-country operation and shall be equipped with instruments, navigational aids and other equipment as may be deemed advisable. Aircraft shall not be used for disaster relief.
- C. The number, types and equipment of aircraft shall be determined by the officers or a committee established by the officers.
- D. Aircraft, engines and equipment shall be maintained by competent airframe, power plant mechanics and facilities and the standard of maintenance shall be at least to the requirements of operators under 14 CFAR Part 91. Maintenance specifically authorized to be performed by the IYFC, under FAR Part 43, is allowed when deemed appropriate and cost effective.
- E. If equipment and aircraft are donated to the IYFC, the Secretary/Treasurer will manage and oversee the acceptance of the donated equipment and aircraft and provide any and all

letters confirming donation and the value of the equipment and/or aircraft donated given to the donor. No aircraft donated to the IYFC will be encumbered by operational, or any other, restrictions by the donor and will be donated solely for the benefit of the IYFC.

ARTICLE VII

MEMBERSHIP MEETINGS

Meetings of the members shall be held annually or more frequently if desirable or necessary. Notice of meetings shall be given by mail, email or telephone at least two weeks prior to the meeting date. The President shall be required to call a meeting at the written request of three or more members.

ARTICLE VIII

QUORUM AND VOTING RIGHTS

A majority of the Active members shall constitute a quorum for the transaction of business at meetings. Except as otherwise provided by these Bylaws, a majority of the members present at any meeting at which a quorum is present may take action on any matter. Each member shall be entitled to one vote.

ARTICLE IX

AMENDMENTS TO BYLAWS

These Bylaws may be repealed, amended, and/or new Bylaws adopted by the Board by a majority vote of Directors. The power to amend the Bylaws of the corporation is reserved to the Board exclusively. Prior to the adoption of the amendment, each Director shall be given at least seven (7) days notice of the date, time, and place of the meeting at which the proposed amendment is to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Bylaws and shall contain a copy of the proposed amendment.

ARTICLE X

PRINCIPAL OFFICE

The principal office of the IYFC shall be established and maintained in the State of Oregon, at a location designated by the officers.

ARTICLE XI

FISCAL YEAR

The fiscal year of the IYFC shall be the normal calendar year, January 1 through December 31.

Article XII

CHARITABLE ACTIVITIES

- A. The IYFC shall devote a significant portion of its charitable activities with individuals only in the following manner and activities:
 - a. Establish a process for identifying youth individuals and provide them a membership, not including monthly dues,
 - b. Establish and provide a process for determining the level of support / scholarship individuals will receive, which could also include monthly dues and/or reduced dues.
 - c. Establish and provide scholarships, grants and aid to active individual members to be used to assist them in their pursuit of involvement in general aviation, aviation ratings and certificates,
 - d. Provide a path for free and open ground school training toward earning a private pilot certificate,
 - e. Provide educational opportunities to Oregon schools for learning about general aviation, flying general aviation aircraft and working within the general aviation industry.
- B. Whenever the IYFC provides a scholarship, grant or aid to an individual, complete records shall be maintained of how this scholarship, grant and aid was provided, who received it and how they were chosen. No scholarship, grant or aid will be provided outside the United States. The following requirements and activities apply to scholarships, grants and aid:
 - a. The IYFC Award Selection Process shall be followed and performed by a Selection Committee.
 - b. The number of scholarships, grants and aid and the amount of money applied to each shall be determined annually by the officers of the IYFC. The scholarships, grants and aid will be of one (1) year duration and must be consumed within twelve (12) calendar months of the date of their award.
 - c. Scholarships, grants and aid will be overseen by the IYFC and, once completed; the recipient of the award is barred from re-applying for another award for at least one calendar year from the date of completion of the previous award. Upon the completion of the one (1) year sit out, the applicant may re-apply for an additional award.
- C. The IYFC will not directly or indirectly participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. The

prohibition applies to all campaigns, including campaigns at the federal, state, and local level.

DATE ADOPTED:

CORPORATE OFFICER:
