

Amended and Restated Bylaws of
District 12 Al-Anon Family Groups, Inc.
A California Nonprofit Public Benefit Corporation

Effective as of November 9, 2005

**Article I
Location**

- 1.1 Principal Executive Office. The principal executive office of District 12 Al-Anon Family Groups, Inc. (the "Corporation" or the "District") shall be at such a place within the State of California as the District may determine from time to time. The District may at any time establish branch or subordinate offices at any other place or places.
- 1.2 Geographical Area. The geographical area served by the Corporation shall be all of the City and County of San Francisco and those areas immediately adjacent to the County boundaries (the "Territory").

**Article II
Purposes**

- 2.1 General Purpose. The Corporation may pursue any charitable purpose that is lawful under the California Nonprofit Public Benefit Corporation Law (the "Act"). The general purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Act.
- 2.2 Specific Purpose. Without limiting the general purpose, the specific purposes of the Corporation are as follows:
 - A. To promote unity of purpose and growth of Al-Anon and Alateen groups within the Territory;
 - B. To encourage, assist, and serve the families and friends of alcoholics in dealing with the problems concerning and attendant on alcoholism, to foster their restoration to normal life and to reinforce their efforts to understand the alcoholic; to disseminate information in relation thereto and to conduct and participate in any other classes of service to assist families and friends of alcoholics in dealing with their problems; and
 - C. To be guided in all activities by the Twelve Steps, the Twelve Traditions, and Twelve Concepts of Service of Al-Anon.
- 2.3 Relationship to the Fellowship. Except as specifically provided herein, the District assumes no responsibility for, and exercises no authority over, any element of the Al-Anon/Alateen Fellowship. The District provides a link for individual groups to participate in the structure through which Al-Anon's group

conscience speaks and provides a service center for local Al-Anon activities. It serves, but does not control or direct, the local Al-Anon/Alateen groups.

Article III Members

3.1 District Membership.

(a) Any person selected as a Group Representative (“GR”) or Alternate Group Representative (“Alternate GR”) of any registered Al-Anon Family Group in the Territory shall be a member (“Member”) of the District. The only voting Members of the District shall be the GRs (the “Voting Members”). Each GR shall have one vote. In the event a GR will be absent from a meeting, such GR shall appoint the Alternate GR as his or her proxy to vote in his or her place.

(b) A member of an Al-Anon Family Group who is also a member of Alcoholics Anonymous may not be a Member of the District.

3.2 Regular Meetings; Notice.

Regular meetings of the Members of the District shall be held on the second Wednesday of each month at a time and place determined by the board of directors.

3.3 Special Meetings.

(a) Special meetings of the Members of the District for any lawful purpose may be called by the board of directors, the District Representative or any other officer. In addition, special meetings of the Members for any lawful purpose may be called by 3 or more of the Members.

(b) Written notice of a special meeting shall be given not less than 10 and not more than 90 days before the date of the meeting to each Member, director, and officer of the District.. The notice of a special meeting must clearly state the purpose of the meeting, along with the reason the meeting could not be conducted at the regularly scheduled meeting. No business may be conducted at a special meeting, except as delineated in the notice of the meeting.

3.4 Conduct of Meetings.

(a) Meetings of the Members shall be presided over by the District Representative, or in his or her absence, by the Alternate District Representative. The Secretary of the District shall act as secretary at each meeting of the Members, provided that in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

(b) Meetings of the Members shall be held in an orderly manner according to such guidelines as the District may adopt from time to time. Adherence to strict parliamentary procedure is not required.

(c) Each meeting of the Members shall adjourn within two (2) hours of its commencement unless time is extended in a specific increment by a majority of those Voting Members present.

3.5 Action by Written Consent. Any action required or permitted to be taken by the Members may be taken without a meeting, if all Voting Members shall individually or collectively consent in writing to the action.

3.6 Quorum. Nine Voting Members, represented in person or by proxy, shall constitute a quorum at a meeting of the Members.

3.7 Election of Directors and Officers. Directors and officers shall be elected by the Voting Members at the regular meeting of the Members held during the month immediately following the Northern California World Service Assembly (NCWSA) election assembly.

3.8 Nomination of Directors.

(a) The board of directors (or a nominating committee appointed by the board) shall nominate candidates for election to the board. No person shall be nominated by the board unless such person has agreed to such nomination. A member of an AI-Anon Family Group who is also a member of Alcoholics Anonymous may not be nominated for the board of directors of the District.

(b) Nominations for the board of directors may also be made by a petition of the Members, provided that to be valid any such petition for nomination shall comply with the following: (i) it must be in writing, (ii) it must be delivered to the Secretary of the Corporation on or before the date on which the board has determined nominations will close, (iii) it must be signed and dated by a Voting Member, (iv) the petition shall have the signatures of not less than 3 Members who approve of such nomination, and (v) it must be accompanied by written consent of such nominee to serve if elected.

(c) The board of directors shall specify a date for the close of nominations for the board not less than 7 days before the regular meeting of the Members where directors are to be elected.

(d) Not less than 20 days before the date on which nominations for the board of directors close, the board of directors shall communicate to the Members setting forth: (i) the names of the persons nominated by the board, (ii) the date of the close of nominations, and (iii) that nominations for the board may be made by petition of the Members, provided that to be valid such petition shall comply with Section 3.9(b) of these bylaws.

(e) On or before the date on which nominations for the board of directors close, the board shall submit to the Secretary a list of all persons duly nominated for board service in accordance with these bylaws, which list shall contain at least as many names as there are directors to be elected.

Article IV Board of Directors

- 4.1 General Powers. The business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors
- 4.2 Number, Term of Directors. The board of directors shall consist of 4 persons. Each director shall be elected for a term of 3 years.
- 4.3 Removal. Any director may be removed without cause by the vote of a majority of the Voting Members.
- 4.4 Compensation. A director shall not receive compensation from the District and may not enter into a contract or other transaction with the District for consideration.
- 4.5 Meetings of the Board of Directors.
- (a) Regular and Special Meetings. Regular meetings of the directors shall be held on the second Wednesday of each month at the same time and place as the meeting of the Members. Special meetings may be called in the same manner as special meetings of the Members.
 - (b) Conduct of Meetings. Meetings of the board of directors shall be conducted in the same manner as meetings of the Members.

Article V Officers

- 5.1 Officers. The Voting Members shall elect a District Representative, an Alternate District Representative, a Secretary, and a Treasurer. Each officer shall serve a term of 3 years. The same person may hold two or more offices, except that neither the Secretary nor the Treasurer may serve concurrently as the District Representative. Officers may be re-elected to successive terms. A member of an Al-Anon Family Group who is also a member of Alcoholics Anonymous may not be an officer of the District.
- 5.2 Duties of Officers.

(a) District Representative (DR). The DR shall be the general manager and chief executive officer of the District and shall have the following responsibilities: (i) the DR shall chair the meetings of the board of directors and the Members, (ii) the DR shall represent the District at the Northern California World Service Assembly (NCWSA), and shall exercise such rights, privileges and duties as are afforded by NCWSA, (iii) the DR shall serve as agent for service of process for the District, and (iv) the DR shall oversee the work of the employees of the District, if any.

(b) Alternate District Representative. The Alternate District Representative shall substitute for the DR at any time when the DR is unavailable to serve and shall succeed the DR if the DR is unable to complete the full term of office. The Alternate District Representative also shall act as Safety Officer for the District.

(c) Secretary. The Secretary shall take the minutes and maintain permanent records of the business conducted at annual, regular and special meetings of the board of directors and the Members. The Secretary also shall at all times maintain a copy of the current bylaws, with all amendments, at the District's principal executive office.

(d) Treasurer. The Treasurer shall be the chief financial officer of the District and shall collect, manage, disburse and account for the funds of the District and shall report to the Members at regular meetings.

5.3 Inability to act. In the case of the absence or inability to act of any officer, the Voting Members may delegate the powers and duties of such officer to any other officer, or to any other person whom it may select.

5.4 Removal. Any officer of the District may be removed at any time, with or without cause, by the Voting Members.

5.5 Resignation. Any officer may resign at any time by giving written notice of such resignation to the Corporation, without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Unless a different time is specified therein, such resignation shall be effective upon its receipt by the District Representative, the Secretary or the board of directors.

Article VI

Coordinators

6.1 Creation. The District may from time to time create committees or appoint coordinators who shall have specific limited authority to deal with a particular function, event or issue such as to edit the District newsletter or to unify one of the AI-Anon special services such as Alateen, Institutions, Monthly Speaker Meeting, Spanish Speaking, Public Outreach.

6.2 Term: All coordinators, committees and committee members serve at the pleasure of the District and may be dismissed or dissolved by majority vote of the Members.

Article VII Indemnification

7.1 Indemnification. The District shall, to the maximum extent permitted by law and in the manner specified in Section 5238 of the Act, indemnify each of its directors, officers, employees and other agents (each an "Indemnitee") against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such Indemnitee is or was a director, officer, employee or agent of the District. The District shall advance expenses incurred in defending any proceeding prior to the disposition of the proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay that amount if it shall be determined ultimately that the Indemnitee is not entitled to indemnification, as provided in Section 5238(f) of the Act.

7.2 Definitions. For the purpose of this Article VI, the terms "proceeding" and "expenses" shall have the same meanings given to them in Section 5238(a) of the Act.

7.3 Expenses. To the extent that an Indemnitee has been successful on the merits in defense of any proceeding referred to in Section 5238(b) or (c) of the Act, or in defense of any claim, issue, or matter therein, the Indemnitee shall be indemnified against expenses actually and reasonably incurred by the Indemnitee in connection therewith.

7.4 Non-Exclusive. The indemnification provided by this Article VI shall not be deemed exclusive of any additional rights to which an Indemnitee may be entitled under any law (common or statutory), agreement, vote of the Voting Members or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the estate, heirs, executors, and administrators of the Indemnitee. Nothing contained in this section shall affect any right to indemnification to which persons other than trustees, officers, employees or agents may be entitled by contract or otherwise. The board is authorized to enter into an agreement providing indemnification rights similar to or, if permitted by applicable law, greater than those provided or authorized under this Article VI.

7.5 Insurance. The District may purchase and maintain insurance on behalf of any director, officer, employee or agent against any liability asserted against

the director, officer, employee or agent or incurred by or on behalf of the director, officer, employee or agent in any such capacity, or arising out of the director's, officer's, employee's or agent's status as such, whether or not the District would have the power to indemnify the director, officer, employee or agent against liability under the provisions of this Article VI.

7.6 Advancement of Expenses. The District shall not indemnify or advance expenses to an Indemnitee with respect to proceedings or claims arising from (i) acts or omission by the Indemnitee that involve intentional misconduct or a knowing and culpable violation of law; (ii) any transaction from which the Indemnitee derived an improper personal benefit; (iii) acts or omissions that show a reckless disregard for the Indemnitee's duty to the District or its Members in circumstances in which the Indemnitee was aware, or should have been aware; and (iv) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the Indemnitee's duty to the District or the Members.

7.7 Repeal. Any repeal or modification of this Article VI, or any repeal or modification of relevant provisions of the Act or any other applicable laws, shall not in any way diminish any rights to indemnification of any Indemnitee or the obligations of the District arising hereunder. If this Article VI, or any part of it, shall be invalidated on any ground by any court of competent jurisdiction, then the District nevertheless shall indemnify each Indemnitee to the full extent required by any applicable part of this Article VI that shall not have been invalidated.

Article VIII Miscellaneous

8.1 Fiscal Year. The fiscal year of the Corporation shall end on the last day of December.

8.2 Annual Reports. Any and all requirement to prepare and make available an annual report are expressly waived and dispensed with to the fullest extent permitted by the Act.

8.3 Amendment. The bylaws may be adopted, amended, or repealed by the vote or the written consent of a majority of Voting Members, including a bylaw amending or changing the authorized number of directors.

The undersigned, the Secretary of District 12 Al-Anon Family Groups, Inc, a California Nonprofit Public Benefit Corporation, does hereby certify that the foregoing Amended and Restated Bylaws of District 12 Al-Anon Family Groups, Inc. are the duly adopted Amended and Restated Bylaws of the Corporation as they are in effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his or her name this ____ day of _____, 2005.

Printed: _____