



# **Orange Empire Conference, Inc.**

## **By-Laws**

**Revised: May 24, 2016**

# **ORANGE EMPIRE CONFERENCE, INC.**

## **BY-LAWS**

### **ARTICLE I**

**Name:** This Corporation shall be known as the ORANGE EMPIRE CONFERENCE, INC. – (sometimes referred to as O.E.C. within this document)

**Gender:** The use of the masculine gender herein shall include the feminine gender.

**Color:** Orange

**Logo/Insignia:** As presently contained in the letterhead of ORANGE EMPIRE CONFERENCE, INC.

### **ARTICLE II**

#### **Principal Office:**

The office of the principle place of business of ORANGE EMPIRE CONFERENCE, INC. shall be within the geographic boundaries as stated in Article XI. The Corporation's current mailing address is P.O. Box 7652, Huntington Beach, CA 92615-7652.

### **ARTICLE III**

#### **Objectives:**

**Section 1:** This Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person.

**Section 2:** The specific purpose of the ORANGE EMPIRE CONFERENCE, INC. shall be to implant, firmly in the youth of the communities, the ideals of good sportsmanship, honesty, loyalty and courage so that they may be finer, stronger, healthier and happier youths who may reflect credit upon themselves, their parents and their communities. This objective shall be achieved by providing a supervised, safety-oriented football and cheerleading program. The supervisors shall bear in mind that winning is secondary and that the molding of the future adults is of primary importance. An additional objective is to stress the importance of scholastic achievement.

#### **Organization:**

**Section 1:** This Corporation is organized exclusively for charitable purposes within the meaning of Section 501 (C) (3) of the Internal Revenue Code.

**Section 2:** No substantial part of the activities of this Corporation shall consist of carrying propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign, including the publishing or distribution of statements on behalf of any candidate for public office.

## **Property:**

The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person. Upon the dissolution or winding up of this Corporation, its assets remaining after payment or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a non-profit fund, foundation or corporation which has established its tax exempt status under Section 501 (C) (3) of the Internal Revenue Code.

## **ARTICLE IV**

### **Membership:**

**Section 1:** Membership in the Corporation shall consist of any organized football association, which meets the ORANGE EMPIRE CONFERENCE, INC. requirements and that has been approved for entry by the Governing body.

**Section 2:** Football associations seeking membership, providing they meet the Corporation requirements, shall be admitted by two-thirds (2/3) vote of the Board of Presidents for one (1) playing season of probation, at the end of which a final vote shall be taken for approval of regular membership.

- A) Associations that in the opinion of OEC, have re-organized with the intent of avoiding previous debt, shall not be eligible for membership.
- B) Approval of regular membership shall require a 2/3 majority vote of the Board of Presidents, a quorum being present. There are no required criteria that mandate approval of regular membership, such approval is at the sole discretion of the current Board of Presidents.
- C) At the option of the Board of Presidents and by a 2/3 majority vote, Probationary Associations may have their probationary status extended for a period of time deemed appropriate.
- D) Any Probationary Association that has failed to gain approval for regular membership or an extension of probation, upon such vote but in no event later than December 31<sup>st</sup> of the current year, shall immediately cease to be affiliated with the ORANGE EMPIRE CONFERENCE, INC. All monies due to OEC for an Association that fails to gain such membership or probation extension approval shall become due and payable upon the date of such vote or December 31<sup>st</sup> of the current year (whichever occurs first).

**Section 3:** Members of this Corporation shall be:

- 1) Anaheim Pop Warner Football Association, Inc.
- 2) Brea Jr. Athletic Association
- 3) Canyon Hills Jr. Athletic Association
- 4) Costa Mesa Pop Warner Football, Inc
- 5) Downey Mustangs Youth Football & Cheer, Inc.
- 6) Fullerton Pop Warner Football Inc.
- 7) Garden Grove Pop Warner Football
- 8) Huntington Beach Pop Warner, Inc.
- 9) La Habra Jr. Athletic Association
- 10) Lakewood Pop Warner, Inc.

- 11) La Mirada Matadors Youth Football
- 12) Long Beach Football Pop Warner Football and Cheer Association, Inc.
- 13) North Long Beach Pop Warner, Inc.
- 14) Norwalk Pop Warner Association, Inc.
- 15) Orange Pop Warner
- 16) Rowland Heights (Probationary)
- 17) Saddleback Valley Pop Warner, Inc.
- 18) San Gabriel Valley (Probationary)
- 19) Santa Ana Association Pop Warner Football, Inc.
- 20) Santa Margarita - Trabuco Canyon Pop Warner Football, Inc.
- 21) South Coast Youth Football, Inc.
- 22) Tri City Saints
- 23) Tustin Youth Football, Inc.
- 24) Twin Cities Wolverines
- 25) West Covina Bulldogs Pop Warner
- 26) Whittier Trojans
- 27) Yorba Linda Pop Warner / Play Ball, Inc.

**Section 4:** Members of this Corporation shall form a Board of Presidents. The Board of Presidents shall consist of Presidents of each member Association or his designated alternate. The designated alternate shall serve only in the absence of the Association President. The designated alternate shall be a member of the Association Board of Directors.

**Section 5: Removal of Membership:**

The Board of Presidents of this Corporation may terminate a membership of a member Association by an affirmative two-thirds (2/3) vote, with or without cause. Notice of termination shall be presented in writing to said member Association President, or any member of said Association Board of Directors.

**Resignation of Membership:**

A tender of resignation, in writing, to the Board of Presidents of this Corporation shall automatically terminate a membership.

Any member Association terminated for whatever reason shall have no claim on any property or assets of this Corporation.

**Liability:**

**Section 1:** No member of this Corporation shall be liable for the debts, or be in any way responsible for the functions, activities or policies of the ORANGE EMPIRE CONFERENCE, INC. or any Association.

**Section 2:** Each Association shall hold the Corporation, its officers and employees harmless from any and all liabilities for damages sustained to or claimed as personal or property damages arising from acts, omissions or negligence of the member Association, its agents or employees.

## ARTICLE V

### **Government:**

**Section 1:** The government of this Corporation shall be under the supervision of the Board of Presidents, the Corporation Commissioner, Chief Deputy Commissioner and the Corporation Officers. The aforementioned shall constitute the corporation's Board of Directors, sometimes referred to herein as the corporation's Governing Body. This corporation, including but not limited to, all its assets, shall be under the sole management and control of the aforementioned.

**Section 2:** The Officers of this Corporation shall consist of: the Corporation Commissioner, the Chief Deputy Commissioner, the Treasurer, the Secretary, the Cheer Commissioner, the Little Scholar Coordinator, and the Deputy Commissioners.

**Section 3:** The maximum number of Deputy Commissioners shall not exceed one-half (1/2) of the total number of member Associations (regular and probationary, rounding down).

**Section 4:** It shall be the duty of the Corporation Commissioner, Chief Deputy Commissioner and Corporation Officers to conduct all business of the ORANGE EMPIRE CONFERENCE, INC.

**Section 5:** Official business of the Corporation may be conducted at a regular or special meeting of the Corporation, if a quorum of the Board of Presidents is present. A quorum shall consist of a simple majority of the total number of Association Presidents in the Corporation in good standing.

**Section 6:** Regular meetings shall be held monthly at a minimum. No regular meeting may be cancelled if such cancellation would violate this monthly minimum requirement unless approved by a 2/3 majority vote of the Board of Presidents. The annual meeting shall be the first meeting in January.

**Section 7:** The Corporation shall be the liaison between National Pop Warner and the Associations affiliated with this Corporation.

**Section 8:** The Corporation shall be responsible for all scheduling, eligibility and enforcement of all rules and regulations adopted by the Board of Presidents.

**Section 9:** The Corporation shall act as agent for payment of dues to National Pop Warner and the payment of insurance and officials to cover all Associations of the Corporation.

**Section 10: Nominations / Elections**

For the purpose of this section, the term "Corporation Officer" and the like shall include those positions listed in Section 2 of this Article (above).

**Nominations -**

1. Nominations for Corporate Officers shall be made by any President or Corporation Officer at least six weeks prior to the end of the calendar year.
2. Nominations for any and all offices shall be submitted to the Corporation Secretary. The Corporation Secretary shall keep a confidential record of who made each nomination.

3. The Corporation Secretary shall contact all nominees and verify their acceptance of all nominations prior to placing their name on any ballot.
4. An individual may be nominated for any number of offices. An individual's name shall appear on the ballot for every office for which they have accepted the nomination.
5. Qualifications for nominees for the offices of Corporate Commissioner, Chief Deputy Commissioner as well as Deputy Commissioner, at a minimum must include either, previous service as an O.E.C. Corporate Officer, or previous service as a President (or other titled Chief Executive Officer) at the Association level. Nominees failing this qualification may still be nominated upon approval of a simple majority of the Board of Presidents, a quorum being present. (This item applicable from the Dec. 2005 elections on).
6. A nominee that has accepted a nomination, may only be kept off, or removed from, the ballot by a simple majority vote of the Presidents, a quorum being present, - or at their own request.

### **Elections -**

- 1) The election for any given year shall be held at any regularly scheduled meeting in the month of December, and there shall only be one election date in any given year.
  - a) The election for the Corporation Commissioner and Chief Deputy Commissioner shall be held in the month of December in even-numbered years by secret ballot.
  - b) The election for all other Corporation Officers shall be held in the month of December of odd numbered years by secret ballot.
- 2) It shall be the responsibility of the Corporation Secretary to prepare and create all ballots for the election process.
- 3) Ballots shall be counted by at least three (3) persons that are not nominees and presided over by the current Corporate Secretary.
- 4) Ballots for the election of the Corporation Commissioner, Chief Deputy Commissioner, Secretary, Treasurer, Cheer Commissioner, and Little Scholars Commissioner, when more than one candidate is listed, shall have the names of all nominees noted immediately under the title of the office in an order drawn by 'lot' for which they are running.
  - a. For any office in paragraph 4) where the nominee is running unopposed, directly under the name, there shall be two (2) boxes noted as "Yes" and "No".
- 5) For the offices noted in paragraph 4, when more than one candidate is listed, the person who receives the most votes shall be declared the winner of that office.
  - b. For nominees noted in paragraph 4a), where there is a Yes – No option, a winner will be declared ONLY if the nominee receives more "Yes" votes than "No" votes.  
Tie votes shall be broken by conducting subsequent ballots, for the tied position(s) only, until such time as the tie(s) is broken.
- 6) Ballots for the election of Deputy Commissioners shall follow one of the following formats (see a & b below):
  - a. Should the number of nominees exceed the number of available positions (as mandated in Section 3 of this Article), then immediately under the Heading "Deputy Commissioner" shall be the instructions "Vote for only XX" (with XX being the number of available positions).
    - i. All of the nominees shall be listed underneath in an order drawn by lot.

- ii. After the ballots are counted, the total number of votes for each nominee will be tallied. The available positions will be filled in the order of, the most votes received - down to the least votes received.
  - iii. Should there be a tie for the final available position(s), then subsequent secret ballots shall be cast with ONLY the tied nominees being listed. The nominee(s) that receive the most votes, of the votes tallied, shall fill the remaining vacancy(s).
  - iv. Any Ballot received where the number of votes cast for Deputy Commissioner(s) exceeds the above referenced "Vote for only" quantity, will not be counted in the Deputy Commissioner balloting tally.
- b. Should the number of Deputy Commissioner positions available exceed the number of nominees, then the ballots for the election of Deputy Commissioners shall have each nominee listed. Next to each name, in a manner clearly indicating intent of vote shall be two boxes noted as "Yes" and "No".
- i. Any nominee who receives a simple majority of "Yes" votes over "No" votes, of the votes tallied, a quorum being present, shall be declared a winner.
  - ii. If a nominee receives the same number of "Yes" votes as "No" votes, subsequent votes shall be held until the nominee no longer receives the same number of "Yes" votes as "No" votes.
- 7) Write in votes are allowed – however, should a write-in candidate win the majority – the candidate must be announced to, and approved by, a majority vote of the Presidents.
- 8) No individual may hold more than one Orange Empire Conference, Inc. office at any given time. Should a nominee win more than one office, said nominee shall choose which office said nominee shall occupy and the remaining offices said nominee won shall be declared vacant until such time as the Board of Presidents approve an appointment for the vacant offices.
- 9) The results of the election process shall be declared at the same meeting in which the election takes place.
- 10) Should there be less than one Deputy Commissioner for every three (3) Associations in the election process, then all the Corporation Officers and Presidents, individually or as a whole, shall solicit persons for presentation to the Commissioner until this ratio is achieved at the earliest time possible.

## **Section 11. Appointments**

- 1) Should any existing Corporate Officer position need to be filled as a result of a vacancy, the vacancy shall be filled by appointment.
- 2) Only the Corporate Commissioner may appoint Corporate Officers. Such appointments must be presented to and ratified by the Board of Presidents prior to the appointment taking affect. Such ratification shall be by a simple majority vote, a quorum being present.
- 3) Any Corporate Officer or Association President may present nominees for appointment to the Corporate Commissioner for consideration. All nominees for appointment received by the Corporate Commissioner shall be presented to the Board of Corporate Officers for approval. Prior to presentation to the Board of Presidents for ratification, nominees for appointment must be approved by a simple majority vote of the existing Board of Corporate Officers, a quorum being present.

**Section 12:** Only the Board of Presidents shall have the right to remove any Corporate Officer from office. A two-thirds (2/3) vote of the Presidents present, a quorum being present, shall be required to remove a Corporation officer. A vote to remove any Corporation Officer must be held during a regularly scheduled meeting of the Corporation.

**Section 13:** The natural term of office for all Corporate Officers (see section 2 above) shall be two (2) calendar years commencing January 1st in the year following the election.

The natural term of office of an appointee shall be from the time the appointment is ratified until the closest election for the office being held.

**Section 14:** No Corporate Officer shall serve as coach of any Corporation team nor hold any other office, or staff position in a member Association.

**Section 15:** No Association President shall exercise more than one (1) vote, the exception being if he/she has been assigned as a proxy by another Association President. In the event of a tie vote, the Corporation Commissioner shall cast the deciding vote except for election voting. All of the Corporate Officers shall have access to debate, but shall have no vote.

**Section 16:** No organization or entity that is, or manages, an organization in which this corporation has a membership may be a member of this corporation's Governing Body. No person or group of people who belongs to such an organization or entity may be a member of this corporation's Governing Body. Though the Governing Body of this corporation may delegate its authority, it shall have the absolute right to rescind that delegated authority at any instant in time.

**Section 17:** All funds raised or otherwise obtained by this corporation shall be obtained for the sole benefit for this corporation in the pursuit of its charitable work, and for no other corporation.

## ARTICLE VI

### Officers and their Duties:

**Corporation Commissioner:** The Corporation Commissioner shall be the chief executive officer of the Corporation and shall, subject to the Board of Presidents, have general supervision, direction and control of the business and affairs of the Corporation. He shall be a member ex-officio of all committees except the nominating committee. He shall have one (1) vote in the case of a tie.

The Corporation Commissioner shall have no vote in any preceding that result in the installation of a Corporation Officer.

### Chief Deputy Commissioner:

The Chief Deputy Commissioner shall report directly to the Corporate Commissioner and perform such duties as assigned by the Corporate Commissioner. He shall serve in the temporary absence of the Corporation Commissioner with the full responsibility of that office.

**Deputy Commissioner:** He shall serve in whatever capacity deemed necessary by the Corporation Commissioner.

### Treasurer:

The Treasurer shall maintain or cause to be maintained adequate and correct accounts of the business transactions of the ORANGE EMPIRE CONFERENCE, INC. The Treasurer shall be included as a signatory on all ORANGE EMPIRE CONFERENCE, INC. bank accounts. The Treasurer shall promptly



deposit all moneys and other valuables in the name of and to the credit of the ORANGE EMPIRE CONFERENCE, INC. as directed by the Board of Presidents. He shall report the financial status of the Corporation at least monthly, at scheduled meetings.

The Treasurer shall cause to be created all annual state and federal filings, include, but not limited to tax returns. And shall cause said documents to be filed by their statutory deadlines.

**Secretary:**

It shall be the responsibility of the Secretary to keep and maintain minutes of the Corporation meetings. The Secretary shall be responsible for distribution of Corporate communication, correspondence, mailings, etc., as assigned. The Secretary shall generally be the custodian of records for the corporation.

**Corporate Officers Rights to Alter Decision of the Commissioner:**

While a meeting of the Board of Presidents is NOT in session, any decision of the Commissioner, that in the opinion of the concerned Corporate Officers, runs contrary to these By-Laws, published OEC Administrative Regulations, National Rules, Local or Federal government regulations, recognized cognizant Football & Spirit rules and regulations, or are detrimental to established OEC policy or to public opinion, can be altered in any manner by a two-thirds (2/3) vote of a quorum of the Corporation Officers including the Corporation Commissioner. Phone polls are allowed. Each Corporation Officer polled shall be entitled to one indivisible vote.

**ARTICLE VII**

**Rules:**

Robert's Rules of Order, Revised, shall govern the proceedings of all meetings, except where they conflict with these By-laws or the Administrative Regulations of the ORANGE EMPIRE CONFERENCE, INC., or National Pop Warner Rules.

**Playing Rules:**

Orange Empire Playing Rules, once approved by the Board of Presidents for the current season, shall not be changed during the playing season by less than two-thirds (2/3) majority vote. A two-thirds (2/3) majority vote shall be two-thirds (2/3) of a quorum.

**Inter-Association Agreements:**

All Inter-Association agreements shall be filed with OEC. They are to be ratified with the two Associations concerned and OEC at the first meeting in January of the affected year.

**ARTICLE VIII**

**Dues and Assessments:**

**Section 1:** All Association members shall be responsible for all dues and assessments that may be levied for the operation of the Corporation.

## Section 2:

- A. All member Association's OEC debt compiled prior to December 31<sup>st</sup> 2004 shall be frozen and be defined as "old debt". From January 1, 2005 forward, all regular payments made by the Associations to OEC shall be credited to dues, assessments, fees, and the like incurred after this date. All 'old debt' shall be addressed in Item H below.
- B. Annual Association fees shall be projected for the current year based upon the previous year's team and/or participant counts, assessments, and other items as propriety demands. Assessments for new Associations shall be generally based upon projected team and/or participant counts, and other items as propriety demands and may be adjusted upon confirmation of actual counts for the first year's participation. These projected fees shall be incorporated into the current year's OEC proposed budget for approval. These Annual Association fees shall be broken into three equal installments. Invoicing dates and due dates shall be as follows:
- 1) The invoice for the first Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in April of the current year.
    - a) Payment due date for the first installment invoice is the first regular OEC meeting in May of the current year.
  - 2) The invoice for the second Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in June of the current year.
    - a) Payment due date for the second installment invoice is the first regular OEC meeting in July of the current year.
  - 3) The invoice for the third Association fee installment for the current year shall be presented to the Associations by the OEC Treasurer at the first regular OEC meeting in July of the current year.
    - a) Payment due date for the third installment invoice is **October 1st** of the current year.
  - 4) Regular Statements of Association's account status shall be issued to the individual Associations monthly.
  - 5) Early payments on accounts may be submitted to the OEC Treasurer based upon monthly statements at anytime prior to either the issuance of these listed invoices or their related due dates. Such early payments shall be credited towards the earliest chronological invoice unless other arrangements have been made between the Association and the OEC Treasurer.
- C. Adjustments to Association fees for the current year, as well as additional miscellaneous fees due (e.g. – additional referee fees, extraneous approved assessments, etc.) for the current year shall be calculated and presented to the Associations by the OEC Treasurer on the Tuesday after the last day to certify as posted by OEC. Such invoices are due to be paid in full no later than the first meeting in October following the receipt of the invoice. **ALL OF THE PREVIOUS**

YEAR'S DEBT MUST BE AT A ZERO BALANCE AT THIS TIME UNLESS DEFERMENT PAYMENT PLAN HAS BEEN APPROVED BY OEC.

D. Penalties for Failure to pay presented invoices are as follows:

- 1) Failure to pay the presented invoices (items B1 through B3 above) by the due dates listed, shall result in a 10% late fee penalty being assessed in addition to the original amount due, for each late invoice. Failure to pay the item, including the 10% late fee, within 15 days from the date of the original invoice due date, shall result in the suspension of the Association until such time as the invoice is paid.
- 2) The terms of Suspension of an Association, due to the failure to pay presented invoices (as stated in D1 above), and for any other reason for suspension, shall be defined as;
  - a) The suspended Association MAY attend regular President's meetings but relinquishes all voting privileges (see 'k' below),
  - b) The suspended Association MAY hold regular practices in accordance with all applicable rules up to a point in time as deemed appropriate by OEC.
  - c) The suspended Association may not attend or participate in any other conference meetings or functions of any kind,
  - d) The suspended Association may not participate in scrimmages, nor may the Association participate in Conference activities, camps, clinics, etc.
  - e) During the period of suspension, as long as the final OEC certification date has not transpired, current and prospective members of suspended Associations will have the option to sign-up to participate in other OEC Associations that are still in good standing without the need to be released by "Waivers". [NOTE: Member refunds are the sole responsibility of the Associations],
  - f) The suspended Association will not be scheduled, nor allowed to participate in any regular season, pre-season, or post season games or competitions without the express approval of a majority of the board of presidents.
  - g) Any Association that is suspended during the regular season where games are already scheduled, shall forfeit any and all scheduled games for the period of suspension. Should the period of suspension extend beyond a two (2) week and two (2) game period, all previously played games shall also be deemed forfeited and none of the suspended Association's teams shall be allowed to continue in further competition,
    - o This paragraph shall also apply to non-financial related suspensions.
  - h) Any suspended Association will not be allowed to Travel nor will it be eligible for the disbursement of any OEC travel assistance funds,
  - i) Any Association fees already paid to OEC up to the period of suspension shall not be eligible for refund.
  - j) At the discretion of OEC Administration, Travel deposits of an Association may be used to pay past due debts.
  - k) Any Association that is suspended, or placed on probation, shall have no OEC voting rights during the term of suspension or probation.
    - o This paragraph shall also apply to non-financial relate suspensions or probations.

- 1) Failure to comply with the terms of a suspension or probation shall result in further penalties, up to and including loss of OEC charter, as determined by a two-thirds (2/3) majority vote of the Board of Presidents.
- 3) Any Association that fails to have a “zero”, or less, balance due, on or before midnight of the last day in February (see Section 2C above) for the previous year’s assessments – shall be suspended, per the terms of D2 above, until such time as the total balance is paid.
  - a) Any Association failing to successfully pay this total balance due OEC by midnight of the last day in March, for encumbrances of the prior calendar year, shall lose its’ membership in OEC.
  - b) Any Association that has so lost its’ OEC membership must reapply for OEC membership. Application for re-instatement of membership of such an Association must be accompanied by payment of any and all outstanding balance(s). Re-instated Associations shall be subject to all probationary restrictions as applied to a new association. Application for re-instatement of membership will not be accepted after April 1<sup>st</sup> of the current year.
- E. Associations in financial difficulty, due to extenuating circumstances, that have in the past successfully met their Conference financial obligations, may submit a written request for a waiver of payment deadlines to the conference Commissioner. The OEC Board of Commissioners shall evaluate the request and the circumstances surrounding the request. Upon a simply majority vote of the Board of Commissioners the request for waiver shall be submitted to the Board of Presidents for approval. Such requests must be submitted at least 14 days prior to invoice due date.
- F. Payments must be received, in hand, by the OEC Treasurer or OEC Officer on or before their due dates. It is the responsibility of the Associations to insure that payments are received by the OEC Treasurer. Unreliability of third party carriers is not an acceptable excuse for non-receipt.
- G. Returned checks will be considered a late payment no matter when the original payment was received and the 10% late fee will be assessed in addition to any bank charges that OEC may be subject to.

### **Section 3: Financial Deferments**

#### **Deferments**

For the purposes of this section, the term “deferment” shall mean an extension of time to pay moneys due to OEC by an Association.

The Presidents, by a 2/3 vote, a quorum being present, may provide for a deferment for an Association. A deferment shall be for a specific fixed amount, and shall provide for a date of complete repayment. Only the amount specified in the vote may be included in the deferment, and no other moneys due to OEC by the Association may be added to the deferment. Deferments are not transferable. The motion for deferment may include any conditions and/or terms propriety demands.

No Association may be granted a deferment until any previous deferment of that Association has been paid in full to OEC.

The Conference Secretary shall record the specifics of the deferment as set forth in any successful motion that commenced a deferment.

The Conference Treasurer shall administer any deferment, and shall report to the Presidents on any failure to comply with the conditions and/or terms of deferment. The Conference Treasurer shall report to the Presidents payments made by the Association to OEC related to the deferment on a monthly basis. The Conference Treasurer shall report to the Presidents upon the full repayment of any deferment.

Failure of an Association to comply with the conditions and/or terms of a deferment shall be cause for disciplinary action against said Association by OEC as described in Article VIII, Section 2.d.

### **OEC Financial Review:**

**Section 1:** Annually – prior to April Fifteenth of each year, The Treasurer shall cause to be created, at a minimum, a G.A.A.P. formatted Corporation Balance Sheet and a Corporation Income Statement. All reports created shall represent the information for the prior calendar year; although current year information shall not necessarily be excluded, current year information must be separately enumerated if included.

**Section 2:** These documents must be assembled by an independent Certified Public Accountant that is not:

- A member of OEC,
- A sponsor of, nor a contributor to OEC,
- a member of any Association within OEC,
- or related to anyone on the OEC Board of Directors or Board of Presidents.

**Section 3:** In addition, the Treasurer shall keep on file a copy of the current year's Federal and State Income tax return as filed with the respective government agencies.

**Section 4:** Copies of the documents listed in Sections 1 and 3 must be made available within a reasonable time upon the request of any Association President or their authorized designee.

**Section 5:** Each year, in the month of February, the Board of Presidents shall cause to be formed a committee for the purpose of reviewing the financial records of the Corporation. Any and all Corporation Officers shall provide any and all financial, and related, information requested by any member of the Financial Review Committee. The Financial Review Committee shall cause to be created, at a minimum, a Corporation Balance Sheet and a Corporation Income Statement. Additionally, the Financial Review Committee shall cause to be created a Statement of Account for each Association. All reports created shall represent the information for the prior calendar year; although current year information shall not necessarily be excluded, current year information must be separately enumerated if included. Although the Committee may have Corporate Officers as committee members, neither the Commissioner, neither Treasurer, nor any signatory on any bank account may be members of the Financial Review Committee. The Commissioner may not appoint any member to this committee; the Financial Review Committee must be formed solely by the vote of the Board of Presidents. The Financial Review Committee must present its results to the Board of Presidents, at a regularly scheduled meeting in the month of April of each year. This presentation shall include at minimum, but not be limited to, the Corporation Balance Sheet and the Corporation Income Statement representative of the prior calendar year's information. Additionally, the Financial Review Committee shall present to the Presidents at

this same meeting in April, a Statement of Account for each of the Associations, representative of information for the prior calendar year. Nothing herein shall prevent the Review Committee from using a reputable accounting firm to aid in their review. The financial review referred to herein must be wholly separate from any other financial review. In the year in which this section is adopted, the Financial Review Committee shall convene as soon as possible, and shall present its findings within a reasonable, but expeditious, time frame.

Any Corporation Officer that does not fully disclose and provide financial, and related information to the Financial Review Committee within one (1) week of a request, by any member of the Financial Review Committee, shall be subject to immediate suspension by any member of the Financial Review Committee. Mitigating factors must be considered in light of any non-compliance of this one week rule.

Any member of the Financial Review Committee may cause to be created copies of any and all financials, and related information for the purpose of disclosure to the Board of Presidents or for convenience of the financial review process.

“Information” as referred to herein shall include, but not be limited to, physical documents, electronic documents, and personal knowledge.

The provisions of this section of the Orange Empire Conference By-laws shall be considered superior to those of any other when relating to financial review of the corporation.

### **Association Reporting Requirements:**

**Section 1:** Associations shall turn in the following documentation to the OEC Secretary:

- a. Previous 6 months of monthly Board meeting minutes due in January and July of each year.
  - The Association meeting minutes from January thru Jun of the previous period are due in the first OEC meeting in July.
  - The Association meeting minutes from July thru December of the previous period are due in the first OEC meeting in January.
- b. Copy of Current Association By-laws. OEC must have a copy of the current Association By-laws at all times.
  - By-laws must reference the date of effectivity and cannot conflict with current OEC by-laws & rules, National by-laws & rules, or Federal, State, or local, laws, codes, or statues.
  - Any official proceedings brought to OEC, including Hearings, Appeals, or Tribunals- where an Association’s by-laws are in question-will be based upon the current copy that OEC had on file at the time of the original incident that triggered the review.

**Section 2:** Financial Information - Each Association shall provide the OEC Treasurer with the following information:

- a. Treasurer Reports - Previous 6 months of monthly Treasurer reports (due in January and July of each year)

- b. A copy of a G.A.A.P. formatted annual Balance Sheet and Income Statement. These documents are due no later than the first meeting in July of the current year.
  - These documents must be assembled by an independent Certified Public Accountant that is not a member of the Association for which the audit is performed, or related to anyone on the Association Board of Directors, or Coaching staff.
- c. Each Association shall provide OEC with copies of the Association's Tax Returns for the year. This is due at the first OEC meeting following July 15<sup>th</sup> of the current year. Should copies of tax returns not be available by this date – a copy of the Association's extension request must be submitted.
- d. Failure of an Association to comply with the provisions of Section 1 (a) and/or Section 2 (a), (b), & (c) shall result in the following progressive penalties:
  - By the first meeting in January/July (as applicable) – suspension of voting rights.
  - By the first meeting in February/August (as applicable) – loss of eligibility for post season travel.
  - By the first meeting in March/September (as applicable) – ineligibility for playoffs.
  - Failure to provide required documentation for any 12 month period will result in the following:
    - The Association shall establish a Financial Audit Committee (FAC) that includes at least 3 currently active Board Members, an OEC Commissioner appointed by the Corporate Commissioner, and the OEC Treasurer.
    - The Association shall be assessed \$750.00 by OEC to pay for an independent CPA to audit the Association's books
    - The FAC shall be required to present their findings, to include each of the items listed in 2(a) (b) (c) above within 60 days.
    - The Association being placed on probation until such time as the FAC findings are presented and could ultimately result in the Association's removal from OEC.

## ARTICLE IX

### **Attendance:**

**Section 1:** All Association Presidents shall attend all regularly scheduled and special meetings. A President may appoint a representative to replace him at a meeting, with the approval of the Corporation Commissioner.

**Section 2:** Any Association, which does not have a representative at three (3) consecutive meetings, shall be suspended from all voting privileges for the remainder of the current year. An excused absence shall not constitute a violation of this section. An excused absence shall be approved prior to the scheduled meeting by the Corporation Commissioner or Chief Deputy Commissioner. The vote of an Association may be reinstated at any time upon favorable vote of two-thirds (2/3) of the Presidents in attendance and in good standing.

### **Tribunal Authority:**

Any Tribunal held at the direction of the Board of President, including but not limited to that directed by the rules, shall have the full force and effect of the entire Board of Presidents, and shall generally be considered a final decision. Only the Board of Presidents by means of a simple majority vote, a quorum being present, shall have the authority to alter the decision of a Tribunal in any manner whatsoever. No Corporation Officer may alter, set aside, or nullify any decision or portion of a decision of a Tribunal. All Corporate Officers shall be bound to abide by the decisions of any Tribunal unless overturned by vote of the Board of Presidents. The provisions of this section of the Orange Empire Conference by-laws shall be considered superior to those of any other when relating to Tribunals.

## **ARTICLE X**

### **Order of Precedence**

These By-laws and the Articles and sections contained herein take precedence over all other documents of policy, procedure, and administration adopted by this organization in so far as they do not conflict with Federal, State, and Local Government rules, statutes, and regulations. Apparent or perceived conflicts within this document itself are subject to interpretation and clarification of precedence by the current governing body in order of precedence, least enumerated first: Parliamentarian, Corporation Commissioner, the Board of Presidents.

### **Amendments:**

Proposed amendments to the Statement of Policy, BY-LAWS, shall be presented in writing to the Board of Presidents. Such changes shall be discussed and voted upon at the second official meeting following the written presentation. These amendments shall be incorporated herein upon two-thirds (2/3) vote of the Board of Presidents.

## **ARTICLE XI**

### **OEC Boundaries:**

The Boundaries of the Orange Empire Conference shall be as follows:

1. All Boundaries stated herein are within the State of California
2. The geographic area encompassed by the boundaries of the County of Orange
3. The geographic area encompassed by the County Of Los Angeles bounded by the County of Orange and the following
  - A) From the southern most point of where Alameda Street would intersect to the closest point to the Pacific Ocean..
  - B) From A above along Alameda Street north to the intersection of the 101 Freeway.
  - C) From B above along the 101 Freeway northwest to the intersection of Highway 2.
  - D) From C above along the Highway 2 north to the intersection of the 210 Freeway.
  - E) From D above along the 210 Freeway east to the intersection of the City limits of Pasadena City.



- F) From E above along the northern limits of the city of Altadena to the intersection of the 210 Freeway.
  - G) From F above along the 210 Freeway west to the intersection of the Highway 19.
  - H) From G above along Highway 19 south until the intersection of the 60 Freeway.
  - I) From H above along the 60 Freeway east until the intersection of Hacienda Boulevard.
  - J) From I above along Hacienda Boulevard south until the Orange County line.
  - K) The entire County of Orange.
  - L) The geographic area encompassed by the boundaries of the City Limits of the City of Pasadena
  - M) La Habra Heights shall be a free draw zone between the Orange Empire Conference, and the Mount Baldy Conference.
4. The geographic area encompassed by the boundaries of the City Limits of the City of Pasadena

**Association Boundaries:**

**Anaheim**

The city limits of Anaheim, bounded on the east by Kraemer Blvd.

**Brea**

The city limits of Brea, bounded on the west by Puente Street.

**Canyon Hills**

The city limits of Anaheim, bounded on the west by Kraemer Blvd. and on the north by Orangethorpe Avenue.

**Costa Mesa**

The boundaries of the Newport-Mesa Unified School District, which includes the city limits of Costa Mesa and Newport Beach (including Corona Del Mar, Balboa, Balboa Island and Bayshore) and the unincorporated area of Santa Ana Heights. The general geographic boundaries are: the Santa Ana River on the west, Newport Beach City Limits on the east; the Pacific Ocean on the South and Sunflower Avenue on the north.

**Downey**

The city limits of Downey

**Fullerton**

The city limits of Fullerton, bounded on the north by Las Palmas Drive and on the east by the Orange Freeway (57) Freeway.

**Garden Grove**

The city limits of Garden Grove.

**Huntington Beach**

The city limits of Huntington Beach.

**La Habra**

The city limits of La Habra, bounded on the south by Las Palmas Drive and on the east by Puente Street.

**Lakewood**

The city limits of Lakewood, bounded on the South by Conant and on the West by Cherry Ave

**La Mirada**

The city limits of La Mirada

**Long Beach**

The city limits of Long Beach, bounded on the north by Contant Street and east by the San Gabriel Freeway (605), northeast by Bixby and south by the shore line.

**Los Alamitos**

The city limits of Los Alamitos. OPEN

**North Long Beach**

The city limits of Long Beach, bounded on the east by Cherry and south by Bixby.

**Norwalk**

The city limits of Norwalk and Santa Fe Springs

**Orange**

The city limits of Orange.

**Rowland Heights**

The city limits of Rowland Heights

**Saddleback Valley**

The city limits of the cities of Laguna Hills, Mission Viejo, and Lake Forest; the city of Laguna Niguel, except for that portion that is south of Aliso Creek Road and south and west of Moulton Parkway; the unincorporated territory of the County of Orange, generally known as Aliso Viejo, and which is bounded by the Cities of Irvine, Laguna Beach, Laguna Niguel, Laguna Hills and Lake Forest; The unincorporated territory of the County of Orange, bounded on the south by El Toro Road on the east and north by the Cleveland National Forest, and on the west by the cities of Lake Forest and Mission Viejo, which are generally known as Foothill Ranch and Portola Hills.

**San Gabriel Valley**

The city limits of Monterey Park, Alhambra & San Gabriel

**Santa Ana**

The city limits of Santa Ana

**Santa Margarita**

Bounded on the north by the Cleveland National Forest. Bounded on the east by the Cleveland National Forest. Bounded on the south by Rancho Mission Viejo. Bounded on the west of the city of Mission Viejo, El Toro Road.

**South Coast**

The city limits of Dana Point, Laguna Beach, and San Clemente.

**Tri City**

The city limits of Arcadia, Temple City & Monrovia

**Tustin**

The city limits of Tustin.

**Twin Cities**

The city limits of Pico Rivera.

**West Covina**

The city limits of Baldwin Park, Irwindale and West Covina.

**Whittier**

The city limits of Whittier

**Yorba Linda**

The city limits of Placentia and Yorba Linda bounded on the west by the Orange Freeway (57) and south by Orangethorpe Avenue.

**\*\*Open Areas \*\***

Those geographical areas within Orange Empire Conference, not claimed by a member Association, shall be considered free draw areas.