

FULLERTON YOUTH FOOTBALL ASSOCIATION, INC.

BY LAWS 2025

Fullerton Youth Football Association, Inc.

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SECTION 1. NAME AND OBJECTIVE

The name of the Corporation shall be FULLERTON YOUTH FOOTBALL, ASSOCIATION INC. as it was established and may also be referred to as Fullerton Pop Warner (FPW), Fullerton Pop Warner Football and Cheer or Fullerton Little Scholars. The objectives of the association shall be set forth in its Articles of Incorporation. The Objective of the association shall be to impart firmly in the youth of the community the ideals of good sportsmanship, honesty, loyalty and courage so that they may be finer, stronger, healthier and happier youth who may reflect credit upon themselves, their parents and their community. This objective shall be achieved by providing a supervised, safety-oriented football and cheer program. The supervisors of the program shall bear in mind and provide truth to heart that the attainment of exceptional athletic skill or the winning of games is secondary and that the molding of future adults and scholastic achievement are of prime and most importance.

SECTION 2. ADMINISTRATION

A. The affairs of this association shall be administered by a Board of Directors (Board), also known as the Executive Board, consisting of an elected Board's Officers (President, Vice President, Treasurer, Secretary and Cheer Director) and its Directors as listed:

1. President- Officer
2. Vice President- Officer
3. Treasurer- Officer
4. Secretary- Officer
5. Cheer Director- Officer
6. Athletic Director
7. Player Safety Agent
8. Weigh Master / Field Manager
9. Business Manager
10. Equipment Manager
11. Snack Bar Coordinator
12. Little Scholars Director
13. Registration Director
14. Publicity Director
15. Team Parent Director

B. In the event of a vacancy in the office of President, the line of succession is delineated above in Section 2A.

C. The elected and appointed Board of Directors shall serve for a term of two (2) years, ending midnight December 31.

D. The Board shall alternate election years so that half of the Board shall remain each year for the stability of Fullerton Pop Warner. Resetting in 2024 as year 1 the open positions will be as follows:

President
Secretary
Cheer Director
Equipment Manager
Snack Bar Coordinator
Registration Director
Team Parent Director

Resetting in 2025 as year 2 the open board positions will be as follows:

Vice President
Treasurer
Athletic Director
Player Safety Director
Weigh Master/Field Manager
Business Manager
Little Scholars Director
Publicity Director

Auxiliary Board Positions shall be appointed by the President as necessary to run specific tasks, business, or league events. Auxiliary Board positions terms shall be the current calendar year ending midnight December 31. Examples of Auxiliary Board duties may include, but not limited to:

1. Treasurer Assistant
2. Registrar Assistant
3. Cheer Director Assistant
4. Athletic Director Assistant

E. The Board of Directors shall vote to approve all teams Head Coaches presented by the Athletic Director. All other team positions including, but not limited to, assistant coaches, team parents, business manager and player representative agent will be reviewed and approved by the Athletic Director. Team position terms shall not extend beyond the current calendar year ending midnight December 31st.

SECTION 3. ELECTION OF DIRECTORS

Nominations for the Board of Directors shall be made from among the entire membership of the organization by the duly appointed Nomination Committee in accordance with the following requirements:

1) Candidates for the office of President shall be a current Board member with at least 36 consecutive months of board service as of January of the current year. Twelve months of the 36 months of service shall be in an Officer position. Should no person with the requirements be nominated, then candidates for the office of President shall be a current Board member with the same requirements as the Vice President as noted in item "A2" below. Should no person with the requirements of the President or Vice President be nominated, candidates for the office of President shall be any member who meets the requirements of any other Board position as noted in item "A3" below.

2) Candidates for the office of Vice President, Treasurer and Secretary shall be a current board member with at least 12 consecutive months of board service as of January 1st, of the current year. Should no person with the aforementioned requirements of the Vice President Treasurer and Secretary be nominated, the candidates for the office of Vice President, Treasurer and Secretary shall be any member who meets the requirements for any other Board position as noted in item "A3" below.

3) Candidates for offices other than President, Vice President, Treasurer and Secretary shall be from among the entire membership.

4) All candidates, regardless of position, must meet the following requirements:

- a. At the Board's discretion, any person who had disciplinary action taken against them, by the Board, during the current year shall be deemed an ineligible candidate. This shall include, but not limited to suspension, ejection from a game or practice, or notification of improper conduct by the Board.
- b. Only applicants in good financial standing with the FPWF will be considered eligible candidate.
- c. The Nomination Committee reserves itself the right to note any other reasonable cause for identifying a candidate as ineligible.
- d. The Nomination Committee shall have the right to review the eligibility, as described herein, of successful "write in" candidates, and if necessary, nullify ballots for the "write in" candidates determined ineligible (nullification of said ballots shall only be for the affected position(s)).

The rules and guidelines for holding a FPWF election will be as follows:

- A. There shall be one (1) vote per fully paid registration contract for Parents or Guardians Regular Membership and only one (1) vote for all other Regular Membership.
- B. Any eligible candidate receiving a majority (as defined in Section D below) of the vote shall be declared the winner. Ties will be resolved by Board of Directors vote. If tie remains, it will be resolved by Board's Officers vote. And if it remains a tie, the President will select the winner.
- C. All ballots cast shall be counted toward the total vote. Therefore, to be declared the winner, the candidate of choice must be specified as the candidate of choice by most ballots cast. Board positions that do not meet such sufficiency of vote as described herein shall be declared vacant.
- D. After the Board election, Board positions left vacant for the subsequent year may be filled by appointment of the President and with the confirmation of 2/3 votes by a quorum of the Board of the current year in accordance with the office requirements noted in "A" above.
- E. Misconduct of a Board Member elect prior to their installation in January shall be grounds for said Board Member elects' exclusion from installation.

SECTION 4. BOARD MEETINGS AND GAMEDAY FIELD DUTY

- A. There shall be at least one (1) monthly board meeting- time and place shall be left to the discretion of the President or the acting President. There shall be additional special board meetings as necessary to conduct the association business. The League Secretary shall notify each Board Member of any meeting.
- B. The President or two (2) active board members may call a special board meeting. All meetings shall be conducted under Robert's Rules of Order.
- C. All board meetings will require a quorum consisting of the lesser of two thirds or ten (10) members of the board membership.
- D. Any Board members absent to three (3) consecutive or non-consecutive monthly meetings (other than those absences excused by the President) shall be deemed to have submitted their resignation. As an addendum to this rule elected Board members must fulfill/attend 80% of yearly board meetings.

(Per By-Laws) For 18 possible yearly board meetings, only 4 missed meetings per board member would be allowed, after 4 missed meetings the board officer positions shall meet to discuss the next disciplinary steps.

E. Any director may be removed from the Board, with or without cause, by a majority vote of all members of the association or by a two-thirds majority vote of the Executive Board.

F. Any individual that holds two positions on the Board shall have only one (1) vote.

G. Elected Board Members must fulfill/attend 80% of home game and playoff field duties. (possible 8 out of 10 games) As long as game schedule allows for Board members who are also coaches/team parents.

H. Elected Board Members must along with previous rule fulfill/attend a mandatory minimum 2 hours of field duty coverage on Gamedays (Saturdays) at home field. (10 possible games).

SECTION 5. MEMBERSHIP

A. Membership in the association shall consist of regular members and such other associates, as may be provided by the Board of Directors.

Regular Membership is as follows:

1. Board of Directors

2. Team Staff

3. Parents or Guardians of children participating in Fullerton Pop Warner Football for the current season.

B. Regular membership shall entitle the holder to one (1) vote at all "General Membership" meetings and one (1) vote per registration contract at annual "Election of Directors". Regular Members without a registered participant will be entitled to one (1) vote at Election of Directors.

C. All voting members must be at least eighteen (18) years of age.

D. The natural term of membership for players and cheerleaders shall be from the time a valid membership registration form has been submitted (including any required dues, assessments, or fees and any required accompanying forms) (and said registration is accepted by FPWF) until midnight of December 31st of the calendar year in which the application was submitted. A player or cheerleader may voluntarily resign at any time.

SECTION 6. TERMINATION OF MEMBERSHIP

A. Any member, regular or otherwise, may terminate membership at any time upon delivery to the League Secretary of the association a written resignation, signed by the resigning member, stating the effective date of such resignation.

B. The association, at its option, may terminate any membership of whatever class, for any of the By Laws, rules or regulations of the association or for other good and valid reasons as the Board of Directors shall determine.

C. Any member will be terminated immediately from any position held in the organization when deemed necessary by the Board of Directors. He or she will not be eligible to hold or retain an office until such time as disciplinary action has been terminated.

SECTION 7. LIABILITY OF MEMBERS

A. No members of the association whether regular or otherwise, shall be personally or otherwise liable for any of the debts, liabilities, or obligations of the association.

SECTION 8. COMMITTEES

- A. The President or Board of Directors shall appoint such various committees as necessary to run Association business.
- B. Each committee shall keep regular minutes of their proceedings and report the minutes and results to the Board when required.

SECTION 9. BOARD POSITIONS AND DUTIES

PRESIDENT

The President shall preside over all the meetings of the "Board of Directors. The President may also appoint such committee or committees as he/she may be authorized to appoint by the By-Laws. The President, at any time in case of emergency, on a temporary basis, may appoint any member of the Board to another position in the organization without the appointee relinquishing his/her current duties on the Board during said appointment. The President shall appoint at least one (1) alternate representative from the Board to the Conference Board of Presidents no later than the last day of February of each year. If Fullerton Youth Football Association, Inc. loses its vote on the Conference Board of Presidents due to lack of attendance at Conference Board Meetings, the President will be immediately terminated from office for the remainder of his/her term. The President shall have the responsibility of enforcing all disciplinary procedures as outlined in the Rules and Regulations. At the end of the November elections, the out-going President shall appoint an Audit Committee with the approval of the Board of Directors, consisting of two (2) current Board Members and two (2) incoming Board Members to audit the financial records. The President's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Attend all mandatory OEC meetings as expected and relay the information to the rest of the Board Of Directors.
- B. Maintain open and continual communication with OEC and the City of Fullerton.
- C. Submit all require documentation to OEC as requested in timely manner.
Such documentation includes, but not limited to: Treasurers Report, Board Meeting Minutes, Budget, Alternate FPW Representative, and Number of teams and divisions.
- D. Submit all require documentation to the city of Fullerton per the City of Fullerton provided M.O.U.'s meeting all of their deadlines requested in timely manner. Such documentation includes, but not limited to: Treasurers Report, Board Meeting Minutes, Budget, Alternate FPW Representative, and Number of' teams and divisions.
- E. Assign practice field locations to teams.
- F. Coordinate and oversee, with Registration Director, OEC Certification Day.
- G. Select the Election Committee Chair and members.
- H. Procure and maintain insurance for the association and Board of Directors as required.
- I. Regularly review, develop, and documents policies and procedures pertaining to the President's PJR

VICE PRESIDENT

The Vice President shall, in the absence of the President, perform all the duties and have all the powers of the President. The Vice President's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Be always adhering to the President's business to be in the ready to fill-in in the event of absence.
- B. Be the liaison between FPW and the city of Fullerton and obtain all permits for the fields; and have the responsibility to attend all Fullerton city field users' meetings.
- C. Be the primary lead in regularly reviewing and updating FPW By-Laws as necessary.

- D. Be the primary Custodian of Records for all Live Scans and background checks with Department of Justice.
- E. Regularly review, develop, and documents policies and procedures pertaining to the Vice President's PJR duties.

ATHLETIC DIRECTOR

The Athletic Director shall investigate and report to the President, any and all complaints regarding football coaches or managers. The Athletic Director, for review by the Board of Directors, must submit said complaints in writing in duplicate. He/she shall be responsible for bowl game arrangements. He/she shall recruit and present the Board any person interested in coaching teams for the association. He/she shall oversee the functions of all football personnel. He/she shall preside, in conjunction with the registration director, over player sign-ups. He/she shall be responsible for team assignments, coaches training requirements and determine practice field assignments. The Athletic Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Be the Chair of the Coaches Interview Committee and present the coaches selected to the Board of Directors for final approval.
- B. Hold FPW Head Coaches meeting to provide them with key event dates and required documentation for team staff.
- C. Ensure the collections of all required documentation and that all staff members are complying prior to engaging in their duties and interacting with kids.
- D. In conjunction with the Registration Director, form team books and provide team books to the Head Coach of each team.
- E. Lead all investigation of coaches / staff complaints while following due process.
- F. Present all investigation findings report to FPW Board of Director for final decision.
- G. In conjunction with the President, coordinate Bowl Games
- H. Regularly review, develop, and documents policies and procedures pertaining to the Athletic Director's PJR duties

PLAYER SAFETY AGENT

The Player Safety Agent will also assume the responsibilities required by OEC of Player Safety Coach: coordinating CPR and first aid courses for board members and coaches; attending player tackling technique courses; providing tackling technique training to the football coaches of the association; and conduct safety clinics with parents and players. The Player Safety Agent Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Ensure FPW in whole is in complete compliance with the State of California Assembly Bill AB1 in regard to youth football.
- B. Work with Athletic Director to ensure all required coaches have gone through Heads Up training.
- C. Keep a record of league wide injuries and make sure the teams are held to compliance.
- D. Keep a record of referees and EMT's names and check in times for game days
- E. Throughout the season continue to monitor practices to ensure proper Heads-Up techniques are being used. Regularly review, develop, and document policies and procedures pertaining to the Player Safety Agents Primary Job Responsibility (PJR) duties.

CHEER DIRECTOR

The Director of Cheer shall investigate and report to the president all complaints regarding cheerleaders, head cheer coaches, and assistants. The Director of Cheer must submit said complaints in duplicate for review by the Board of Directors. He/she shall recruit and present to the Board any person interested in coaching cheer teams for this association. He/she shall be responsible for cheer coach training requirements. He/she shall assist the cheer coaches in a training program for cheerleaders. The Cheer Director shall serve as liaison with the Orange Empire Conference in matters concerning the Cheer and their activities. The Cheer Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. In conjunction with the Athletic Director, interview prospect Cheer Coaches and present the coaches selected to the Board of Directors for final approval.
- B. In conjunction with the Athletic Director, hold Cheer FPW Coaches meeting to provide them with key event dates and required documentation for team staff.
- C. Ensure the collections of all required documentation and that all staff members are complying prior to engaging in their duties and interacting with kids.
- D. In conjunction with the Registration Director, form team books and provide team books to the Cheer Coach of each team.
- E. Regularly review, develop, and documents policies and procedures pertaining to the Cheer Director's PJR duties.

TREASURER

The Treasurer shall be responsible for maintaining the corporate financial records. The Treasurer shall be bonded by the organization. The Treasurer's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Furnish, prepare and keep a full set of books of accounts showing every detail of the association activities, accounts, receipts and disbursements; every name and nature and the amount of cash on hand and money owed by the association or owed to it; and any other such information as may be in the judgment of said Treasurer, pertinent or such as may be required by the Board of Directors.
- B. Treasurer shall receive all monies and deposit in a depository approved by the Board of Directors.
- C. The Treasurer shall keep record for the receipt and disbursement of all monies of the association team accounts, approve all payments from allocated funds and draw checks. The account shall be kept current with the signature card for the account reflecting the signatures of the present Board of Directors.
- D. The Treasurer shall receive, review and maintain files of each team's financial report and bank statements.
- E. The Treasurer shall present a detailed financial statement to the Board on a monthly basis, which shall include an accounting of money in each individual team account.
- F. Arrange for audits of the league when necessary.
- G. File the proper tax forms or contract a pre-approved professional to do so.
- H. Prepare and submit current year's budget by February meeting, review the budget at each monthly meeting and report any deviations.
- I. Regularly review, develop, and documents policies and procedures pertaining to the Treasurers PJR duties.

LEAGUE SECRETARY

The League Secretary shall maintain the corporate record which shall include the following: minutes of all meetings of the Board of Directors including those of committees; copy of all Treasurer Reports; copy of all board attendance records; copy of all resolutions numbered for reference. He/she shall serve all notices required by law or the By-Laws of the association. He/she shall notify all Board of Directors prior to any meetings requiring their presence. The Secretary's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Maintain the Secretary Book containing all meeting minutes, attendance records, OEC documents, and any other documentation presented or processed during Board meetings.
- B. Maintain Board of Director's contact list and share with all its members.
- C. In conjunction with the President, prepare the meeting agenda prior to each meeting.
- D. Record meeting minutes at each meeting, proof and distribute to all members for review prior to next meeting for approval of minutes.
- E. Provide to President all meeting records when requested for OEC.
- F. Maintain record of Old Business, New Business, and Action Items to be reviewed at each meeting.
- G. Maintain FPW Annual Calendar and bring to the Board of Directors meetings to remind of key events coming due.
- H. Regularly review, develop, and documents policies and procedures pertaining to the Secretary's PJR duties

FIELD MANAGER/LEAGUE PA

The Field Manager/League PA shall: ensure each football player who participates in a game under Fullerton's jurisdiction conforms to the Conference's age rules; ensure each player is wearing approved equipment to ensure that each player is properly protected; prevent any player who does not conform to items one and two from participation in that game; ensure coverage for scheduled games three (3) days prior to game day. The Field Manager/League PA will also ensure that the field is ready for each game or event by setting up the field; establishing pedestrian access areas; ensuring signage is appropriate; and performing minor maintenance within the snack bar and equipment shed. He/she may appoint teams, coaches, or other persons as necessary to accomplish the job. The Field Manager/League PA Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Attend the mandatory Weigh Master OEC meeting.
- B. Training all Board Members that will be performing player check in at each game of its rules, regulations and process.
- C. Facilitate or ensure that a qualified a Board Member is schedule to facilitate the check in process 30 minutes before each game hosted at FPW home field.
- D. Offer training to the Players Agent of each FPW team to ensure that they are knowledgeable of their responsibilities during each game.
- E. Ensure the setup of the field prior to the first scheduled game each Saturday. This includes pylons, down marker and chains, scoreboard, and that the field is free of any hazardous items.
- F. Secure the field by posting restricted access signs, putting up barriers, locking down gates, scheduling staff to key field stations (welcome, stands, cooler check, field, and score board operator).
- G. Ensure field is picked up at the end of the last game.
- H. Regularly review, develop, and documents policies and procedures pertaining to the Weigh Master's PJR duties.

BUSINESS MANAGER

The Business Manager shall be responsible for overseeing and/or organizing FPW events including, but not limited to Opening Day ceremonies, Picture Day, association fund raising events, and association social events. The Business Manager's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Be the Chair on the Opening Day Committee and be the primary Board Member coordinating the event.
- B. Coordinate Picture Day in conjunction with Team Parent Director by selecting photographer, ensuring permits are obtained from City, and schedule teams' time slots.
- C. Present fundraising ideas with Team Parent Director and recommendations to the Board of Directors.
- D. Be the primary lead on all league fundraising efforts.
- E. Be the primary lead on organizing association wide social events.
- F. Regularly review, develop, and documents policies and procedures pertaining to the Business Manger's PJR duties.

EQUIPMENT MANAGER

Equipment Manager shall be responsible for association equipment used by all teams authorized to participate. Equipment Manager shall maintain an accurate inventory of the association's athletic equipment and property. Equipment Manager shall submit an inventory report to the Board of Directors no later than March of each year, with a statement of condition of such equipment. Equipment Manager shall be responsible for procuring bids for new equipment as required. They shall maintain a record of equipment provided and collected from each member. Any purchases more than one hundred dollars (\$100) shall be presented to the Treasurer for approval prior to the purchase being made. The Equipment Manager's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Perform an annual inventory of equipment and present to Board of Director, send equipment out for conditioning in a timely manner to have it back for Equipment Handout Day.
- B. Select jersey vendor and mange procurement of team jerseys.
- C. Coordinate equipment handout to all teams.
- D. Coordinate equipment return at the end of season for each team.
- E. Regularly review, develop, and documents policies and procedures pertaining to the Equipment Manager's PJR duties.

SNACK BAR DIRECTOR

The Snack Bar Director shall purchase all supplies tor the snack bar and designate working schedules for each participating team. He/she shall handle any emergencies arising with such teams. He/she shall keep an accurate account of all monies disbursed and received and make weekly deposits to the Treasurer. At the end of each season, the books and monies shall be turned over to the Treasure for audit. In removing of cash, the snack bar coordinator will count the cash with another member at the time any cash is removed from the register and complete the snack bar deposit form, which shall be signed off by the two removing the cash. The Snack Bar Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Develop and present plan for Snack Bar to Board of Directors prior to August 1st
- B. Coordinate and schedule Team Dinner Fundraiser.

- C. Coordinate and schedule Snack Bar staffing for the season.
- D. Clean and stock Snack Bar for the season.
- E. Provide monthly reports of Snack Bar financials.
- F. Clean out Snack Bar at the end of the season.
- G. Present final financial report to Board of Directors.
- H. Regularly review, develop, and documents policies and procedures pertaining to the Snack Bar Director's PJR duties.

LITTLE SCHOLARS DIRECTOR

The Little Scholars Director shall be responsible for obtaining report cards from each team member. He/she shall provide the report card information to the Registration Director for inclusion to the team rosters. He/she shall be responsible for the distribution and collection, from each eligible team member, the Conference Little Scholar application form. He/she, in conjunction with the President, shall be responsible for the evaluation of each submittal and recommendation to participate in National Conference. They shall coordinate, in conjunction with the Business Manager, Titan Day to recognize Little Scholars. The Little Scholars Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Attend the mandatory Little Scholars training meeting.
- B. Ensure collection of all required participants' report cards.
- C. Calculate GPA and enter the system.
- D. Distribute and collect Little Scholar applications.
- E. Coordinate presentation of awards.
- F. Regularly review, develop, and documents policies and procedures pertaining to the Little Scholars Director's PJR duties.

SOCIAL MEDIA DIRECTOR

The Publicity Director shall be responsible for: promoting registration, fundraisers, sponsors, and other activities for FPW as requested by the Board of Directors; seeking corporate sponsors for the association; providing announcements from the association to the association members; and oversee newsletter, or other publication, development and distribution. The Publicity Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Promoting Fullerton Pop Warner events and registrations throughout the City of Fullerton through various methods including, but not limited to E-Mail Campaigns, social media, website, community events, etc.
- B. Create sign-up flyers and manage the distribution of it.
- C. Manage all social media ensuring appropriate communications.
- D. Regularly review and maintain all (FPW) social media (Instagram) accounts.
- E. Coordinate with Team Parent Director to assure all members are in line with FPW social media policy.
- F. Regularly review, develop, and documents policies and procedures pertaining to the Publicity Director's PJR duties.

REGISTRATION DIRECTOR

The Registration Director shall be responsible for: coordinating registration events; maintaining the on-line registration and team roster software; entering all required data into said software; developing and

distributing team books in conjunction with the Athletic Director; auditing team books prior to certification; coordinating certification in conjunction with the President. The Registration Director's Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Oversee all registration events. Ensure proper recording of registered participants.
- B. In conjunction with the Athletic Director and Team Parent Director prepare the Team Books.
- C. In conjunction with the President, and team parents assist OEC Commissioner with team certification.
- D. Regularly review, develop, and documents policies and procedures pertaining to the Registration Director's PJR duties.

TEAM PARENT DIRECTOR

The Team Parent Director shall be act as a league liaison for communicating Board of Directors expectations, timelines, event dates, and league By-Laws to Team Parents. They shall facilitate with the Treasurer, Business Manager; the Publicity Director and Registration director to ensure events, fundraising and merchandising requirements are followed by the Team parents. The Team Parent Director Primary Job Responsibility (PJR) duties shall be such as follows:

- A. Work with Team Parents to establish a standard of compliance for association registration documents.
- B. Provide a list of Board approved vendors.
- C. Provide Board approved logos for merchandising and brand stability.
- D. Act as a liaison between the Team Parents and the Board, communicating and facilitating requirements and expectation.
- E. Assist in and communicate the league and league treasurer's expectations in handling of team funds.
- F. Assist the Business Manager in planning and arrangement of the league picture day.
- G. Assist teams and team parents in planning of end of year banquets.
- H. Regularly review, develop, and document policies and procedures pertaining to the Team Parent Director's PJR duties.

MEMBER AT LARGE

Member at Large shall be the approved Business Manager or Team Parent from each team and will represent their respective teams at board meetings. Member at Large position terms shall be the current calendar year ending at midnight December 31st.

SECTION 10. POWERS OF DIRECTORS

GENERAL POWERS OF DIRECTORS

The Board of Directors manage the affairs of the association, and subject to the restrictions imposed by laws, by the Articles of Incorporation, or by these By-Laws, may exercise all the powers of association.

SPECIFIC POWERS OF DIRECTORS

Without prejudice to such general powers, it is hereby expressly declared that the Directors shall have the following power:

- A. To adopt and alter a common seal of the association.
- B. To make and change regulations not consistent with these By-Laws for the management of the association's activities and affairs.
- C. To appoint and remove, with cause, agents, officers, and employees of the association and prescribe their duties.
- D. To pay for property purchased by the association, either wholly or partly in money.
- E. To select and designate such bank or trust company as they deem advisable as official depository of the funds of the association and to prescribe and order that manner in which such deposits shall be made or withdrawn.
- F. Head coaches may be removed by two-thirds (2/3) majority vote.
- G. To approve head coaches and to approve their staff or assistants prior to them taking the field. To be approved for the head coach or a staff position, an applicant must carry a simple majority of votes.
- I. To establish an appropriate method of evaluating coaches

COMPENSATION OF DIRECTORS

Directors shall not receive any monetary compensation for their services but shall receive a percentage discount on a league membership as Directors. They shall additionally be reimbursed for authorized expenditure of a legitimate league expenses.

SECTION 11. HEAD COACHES

- A. The duties and responsibilities of the Head Coaches are as defined in the Nations Rules, Conference Rules, Policies and Procedures and By-Laws book.
- B. He/she shall be responsible to the Board of Directors of this organization.
- C. All new coaches shall submit a resume of qualification to the Athletic Director. No one shall be allowed to coach without first being accepted by the Board.
- D. In the absence of a team Business Manager or Team Parent, the Head Coach of that team will assume representation of Member at Large at Board Meetings, including voting privileges.

SECTION 12. AMENDMENTS

The Board of Directors may amend or alter any of these By-Laws after the proposed amendment has been distributed and reviewed at two Board meetings or electronically distributed for review to all current members of the Board of Directors and receives two-thirds (2/3) votes of the Board of Directors.

SECTION 13. TEAM FUNDS AMENDMENT

The following amendment is to serve as a policy and procedure for the handling of funds for the league/teams.

A. Submission of Team Funds:

1. All team funds must be turned into the league Treasurer within 1 week of collection e.g. Fundraisers of any type by team.

B. Submission of Receipts:

1. Receipts must be turned in to Treasurer for ALL Expenses

C. Team Fund Purchases / Expenses:

1. All Team Funds must be spent by 12/31 of the season year.
2. All monies remaining in team accounts will be absorbed by the league if not spent.
3. Tax Purposes – The purpose to spend all team account funds follows the league fiscal year ending in 12/31 of the season year.

D. Banquet Planning:

1. Deadline - must be held by January 15th of the following year.

E. Exception to carrying over funds:

1. Team funds can be rolled over in the event of a team participating in competition.

F. Violation Repercussions:

1. 1st violation - verbal / written warning
2. 2nd violation – May result in removal from volunteer position with the league

SECTION 14. CITY OF FULLERTON M.O.U.'s

These are the rules, guidelines and deadlines provided by the City of Fullerton. Due to the severity they must be strictly adhered to as an infraction could result in our loss of our "USER 1" status. The forms will be attached at end of this document.

SECTION 15. GENERAL

- A. In the event a situation arises not covered by these By-Laws, the 'Board of Directors shall refer to the "Conference's current By-Laws and Rule of Books and adhere to such as though contained herein and a part of these By-Laws.
- B. Any decision involving Conference affiliation or business must be put before the General Membership.

SECTION 16. FIELD RULES

- A. Lions field does not allow for tripods in the stands
- B. There is no standing at the bleacher rail
- C. As per OEC rules no drones allowed
- D. No one other than rostered players, rostered staff, certified, and live scanned volunteers may be allowed on the field during practice or game day scenarios

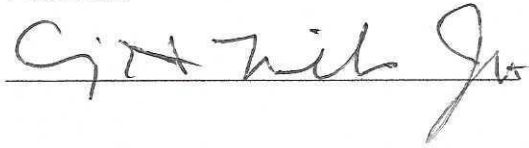
SECTION 17. SIGNATURE PAGE

ADOPTION OF BY-LAWS

The signatures herein certify these Bylaws, dated _____ have received close scrutiny and have been approved by the Fullerton Youth Football Association, Inc. Board of Directors and are deemed both fair and necessary for maintenance and proper order in conducting business of the association.

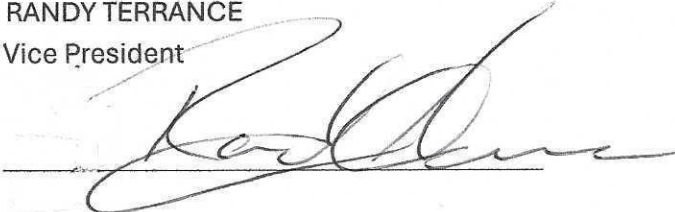
CRAIG MILLS

President

Handwritten signature of Craig Mills in cursive script, written over a horizontal line.

RANDY TERRANCE

Vice President

Handwritten signature of Randy Terrance in cursive script, written over a horizontal line.


YAHARA MILLS

Treasurer

Handwritten signature of Yahara Mills in cursive script, written over a horizontal line.

JAMIE CRAWFORD

Secretary

Handwritten signature of Jamie Crawford in cursive script, written over a horizontal line.

JAQUELINE DE LA ROSA

Cheer Director

Handwritten signature of Jacqueline De La Rosa in cursive script, written over a horizontal line.

City of Fullerton

MEMORANDUM OF UNDERSTANDING

REGARDING USE OF CITY FIELDS BY PARTNER ORGANIZATIONS

THIS MEMORANDUM OF UNDERSTANDING (herein "MOU" or "Agreement") is made and entered by and between the CITY OF FULLERTON, a municipal corporation (herein "City") and _____, A Non Profit Corporation (herein "Partner Organization").

RECITALS

WHEREAS, the City has adopted an Athletic Field Use and Allocation Policy ("Policy") outlining procedures and allocation priorities for the permitted use of the City and Fullerton School District ("FSD") athletic fields (collectively "City Fields"); and

WHEREAS, the City is committed to providing transparency and consistency in City Field use scheduling and communicating expectations; and

WHEREAS, the parties desire to enter into this MOU to clarify and memorialize the rights and obligations of both parties set forth in the Policy.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. **Term.** This MOU commences on the Effective Date, as that term is defined in Section 5.12 of this Agreement, and expires 60 days following the end of the season to which this Agreement applies. Partner Organization shall execute a new MOU every season Partner Organization applies for field allocations with the City. The applicable season shall be the season starting concurrently with or shortly after the execution of this MOU.
2. **Responsibilities of Partner Organization.** The Partner Organization agrees to the following:
 - a) Partner Organizations annual application shall not be deemed complete without the following additional documents being provided to or on file with City (Athletic Field Use Policy Section IV Field Permit Application Process):
 - I. Most recently filed Statement of Information filed with the California Secretary of State evidencing your current Board of Directors. City shall be notified of any changes to the Board within 10 business days of such change; and
 - II. Most recently filed IRS form 990 or 990EX and CA199 along with any supporting financial statements requested by City staff; and
 - III. A Letter of Determination or Letter of Affirmation from the IRS that indicates non-profit 501(c)(3) status. City shall be informed immediately of any change to Partner Organizations non-profit status.
 - IV. Current Articles of Incorporation or Articles of Organization and Bylaws. City shall be advised of any changes to and shall be provided copy of any updates to the aforementioned documents in the year the change is made.

- V. Current Conflict of Interest Policy. City shall be notified of any allegations or findings of a breach of the Partner Organizations conflict of interest policy.
 - VI. Certificate of Insurance evidencing appropriate policy coverage, as more specifically identified in Section 4.1 of this Agreement, for the season to which this Agreement applies. Valid insurance must be on file prior to the start of Partner Organizations use of city fields for the season to which this Agreement applies.
 - VII. Master Calendar including but not limited to:
 - i. Picture days;
 - ii. Tournaments (hosted or attended);
 - iii. Trainings;
 - iv. Clinics;
 - v. Board meetings;
 - vi. All other planned special events not otherwise identified.
 - VIII. Confirmation, in City staff sole and absolute discretion, that all Partner Organization requirements for prior seasons under the Policy and/or MOU have been fulfilled.
- b) Before the 1st Practice (1st field date requested) Partner Organization shall submit the following:
- I. Proof of completed background checks on all managers, team parents, umpires/referees, board members, and anyone on the field with the players in the year for which the application applies and certification that nothing contained in background reports evidences an unreasonable risk to the players, participants, or city facilities. An affidavit, in substantially similar form as Attachment 2, executed by the Executive Director or Board President of the Partner Organization shall constitute proof for the purpose of this requirement.
 - II. Practice Schedule for the year for which the application applies. City shall immediately be notified of any change to the practice schedule but in no event later than 10 Days prior to the scheduled field usage. Permits cancelled by the group at least ten (10) working days prior to the event will be charged 10% admin fee. No refunds will be issued if group cancels less than ten (10) working days prior to the event. Athletic Field Use and Allocation Policy Section VII. Fees.
 - III. Roster of all players.
 - IV. List of all Special Events planned for the year for which the application applies. For purposes of this list special events are any planned events for which the use of City Fields is necessary or desired and which is not already required in this MOU or the Policy.
 - V. List of Tournaments
 - VI. Payments (any outstanding fees must be paid in full before permits are issued for following season. Leagues will be billed on a monthly basis with 30 days to pay. Any league with outstanding balance over 45 days will have field permits revoked until payment has been made unless a payment plan has been established and approved by the City. All payment plan requests must be approved by the City Manager.)

- c) Before Partner Organizations opening day, Partner Organization shall submit the Game Schedule to City.
- d) Within 60 days following the end of the regular season, defined as the main portion of their leagues schedule that has all teams play a number of games and is determined by standings. (Does not include All-stars or tournaments), the Partner Organization shall survey participants. At least 80 percent of participants from each user group must complete the survey. Survey details are outlined in Attachment 3.
- e) The Partner Organization shall establish a fair and equitable scheduling system to prevent any single organization from monopolizing field usage. The schedule shall prioritize non-profit youth groups. No one team sport or group is permitted to be scheduled on more than one field at the same time.
- f) The Partner Organization shall ensure that fields assigned to it are programmed for maximum utilization by minimizing cancellations. In the event Partner Organization is a "no-show" for a field reservation, cancels a field reservation(s) fewer than seven days before the assigned reservation, or a combination thereof more than three times during the term of this MOU, Partner Organization understands and agrees that any remaining reservation dates for the remainder of the playing season may be deemed forfeit at the sole and absolute discretion of the Director of Parks."
- g) All field reservations assigned to Partner Organization may be cancelled no less than seven days prior to the reserved date without penalty. Any reservations that are cancelled and returned back to the City for reasons of non-use by an organization will be allocated to the remaining qualified organizations based on the allocation process and sports deemed in season.
- h) Any Partner Organization that is not using a field space to its maximum capacity will be asked to readjust their usage. Upon the third failure of an organization to utilize an allocated field or section of the field within a single season regardless of reason, or lack thereof, within the season, all remaining field reservations for that time slot will be canceled. Any reservations that are cancelled and returned back to the City and will be reallocated to the remaining qualified organizations based on the allocation process and sports deemed in season. Any cancellation of a time slot by City action shall not count toward for purposes of this Section.
- i) When a user fails to use an allocated field and lights are left on, the Partner Organization will be charged for the lights pursuant to the Fee Schedule unless notice to City is provided no less than two hours before the assigned time slot.

3. Party Representatives.

- a) Representative of Partner Organization. The person identified in Section 5.3 is authorized to act on behalf of Partner Organization with respect to the work, services, responsibilities, and obligations specified herein and make all decisions in connection herewith.
- b) Representative of City. The City Manager and Director of Parks and Recreation are hereby designated as being the representatives of the City for the purposes of this MOU, and either is hereby authorized to act on behalf of the City with respect to the work, services, responsibilities, and obligations specified herein and make all decisions in connection herewith. The City Manager or Director of Parks and Recreation of the City shall have the right to designate another person to act as City representative by providing written notice to the Partner Organization.

- c) Independent Contractor. Partner Organization is not a partner, employee, or agent of the City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Partner Organization, its agents, or employees, perform under this MOU. Partner Organization shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4. Insurance and Indemnification.

4.1 Insurance. Partner Organization agrees to purchase and maintain at its sole cost and expense during the term of this MOU insurance more specifically described in Attachment 1.

In the event any of said policies of insurance are cancelled, Partner Organization shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. No right to use City Fields shall commence or take effect until Partner Organization has provided the City with Certificates of Insurance or appropriate insurance binders, and additional insured endorsement, evidencing the above insurance coverages and said Certificates of Insurance and endorsements are approved by the City.

Partner Organization agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Partner Organization may be held responsible for the payment of damages to any persons or property resulting from Partner Organization's activities or the activities of any person or persons for which Partner Organization is otherwise responsible.

4.2 Indemnification. Partner Organization agrees to indemnify the City, its officers, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with any act or omission of Partner Organization, its agents, employees, sub-contractors, or invitees, or arising from the Partner Organizations use of City Fields, or arising from Partner Organization's negligent performance of or failure to perform any term or provisions hereof.

5. Miscellaneous

5.1 Dissolution. If during the term of this Agreement the Partner Organization is dissolved or no longer exists, this MOU shall be terminated.

5.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Partner Organization, or a successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Partner Organization or to its successor, or for breach of any obligation of the terms of this MOU.

5.3 Notices.

Unless otherwise notified in writing, notices shall be addressed to the addresses set forth in the signature block of each Party.

5.4 Interpretation. This Agreement is intended to clarify and supplement the Policy and not to supersede or replace any portion of the Policy. In addition, the terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

5.5 Integration; Amendment. It is understood that there are not oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

5.6 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

5.7 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

5.9 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

5.10 Maintenance. Maintenance of City Fields or city facilities by Partner Organization does not constitute ownership or vest an property right in Partner Organization.

5.11 Violations of Policy. Notwithstanding the policy, Partner Organization understands and agrees that violations deemed sufficiently egregious could result in revocation or modification of status with the city.

5.12 Effective Date. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date in that party's signature) will be deemed the effective date of this Agreement. If a party signs but fails to date a

signature, the date the other party receives the signing party's signature will be deemed the date the signing party signed the agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

<p>CITY CITY OF FULLERTON, a municipal corporation</p> <p>_____</p> <p>Deputy City Manager</p> <p>Date _____</p> <p>303 W. Commonwealth Fullerton, CA 92832</p>	<p>PARTNER ORGANIZATION</p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date _____</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, State, and Zip Code</p>
<p>APPROVED AS TO FORM: Jones Mayer</p> <p>_____</p> <p>City Attorney</p>	

ATTACHMENT 1

Insurance Requirements

1. Minimum Scope and Limits of Insurance. Partner Organization shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Partner Organization agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Partner Organization for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fullerton and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Partner Organization pursuant to its contract with the City; products and completed operations of the Partner Organization; premises owned, occupied or used by the Partner Organization; automobiles owned, leased, hired, or borrowed by the Partner Organization."
- (b) Other insurance: "The Partner Organization's insurance coverage shall be primary insurance as respects the City of Fullerton, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fullerton shall be excess and not contributing with the insurance provided by this policy."

- (c) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fullerton, its officers, officials, agents, employees, and volunteers.
- (d) The Partner Organization's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Partner Organization shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to accessing or using City fields.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Partner Organization may be held responsible for payments of damages to persons or property.

Affidavit regarding Background Checks



Any volunteer associated with a sports user group may have contact with minors (defined as individuals under the age of 18) must undergo and successfully pass a comprehensive background check. This requirement applies to all volunteers, including but not limited to coaches, board members, and any other individual in positions that involve direct or indirect contact with children. The background check process is designed to ensure the safety and well-being of all minors and includes checks for criminal history, sex offender status, and other relevant factors. No volunteer will be permitted to participate in activities involving minors until the background check is completed and passed.

[illegible]

I, the undersigned, do hereby certify that the information provided in the above Background Check Record is true, accurate, and complete to the best of my knowledge. I further affirm that all background checks have been conducted in accordance with applicable laws, policies, and procedures, and that the results accurately reflect the findings.

Name	Title/Position	Signature of Certifier	Date

Date _____