

**Hacienda La Puente Pop Warner, INC.
POLICIES & PROCEDURES**

Board of Directors meeting 2/27/09

Overview

It is the intent of the Board of Directors to provide this document to help the organization provide a level of continuity between teams and across seasons.

This document is meant to supplement the National Pop Warner rules, Orange Empire Conference rules, and the local Hacienda La Puente Pop Warner, Inc. by-laws, not replace them. Hacienda La Puente Pop Warner membership, including but not limited to the Board of Directors, shall be bound to abide by, and enforce the Policies and Procedures contained herein.

OBJECTIVES / GOAL

The objective of this organization is to instill self-esteem, exercise, discipline, structure and responsibility as well as implant firmly in the youth of our community ideals of good sportsmanship, teamwork, honesty, loyalty, dedication, commitment, accountability and courage so they may develop into well-rounded youths and reflect a positive attitude to their peers, parents and their community. Bearing in mind at all times, that winning is secondary and that education both on and off the field is key in molding our youth into future confident, strong knowledgeable young men and women. Our Goal is to inspire the youth to practice the ideals of health, citizenship and character and give interested youth an opportunity to develop skills; participate in competitive tackle football; to bring the youth of the area together by means of a common interest in sportsmanship, fair play and fellowship; to impart to the activities elements of safety, sanity, and intelligent supervision; and to keep the welfare of the boy and/or girl first and foremost, entirely free of adult ambition and personal glory.

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Investigations

1. From time to time the board of directors may find it necessary to investigate an incident. The president will then assign an investigator to investigate the incident. This investigator should be a member of the board of directors, but this is not a requirement to be the investigator.
2. The investigator will gather evidence germane to the incident. This evidence may be verbal statements, written statements, physical evidence, electronic recording of the incident, or any other reasonable vehicle of obtaining information.
3. Once the investigator has gathered all the evidence he deems necessary, the investigator shall present information to the board of directors for their review or to the head administrators depending upon the level of infraction. The presentation should be conducted in such a manner as to be indifferent to the parties involved in the incident. After the presentation, the investigator shall render a suggested plan of action.
4. If the incident is to be handled administratively, then the process stops here and does not proceed to steps 5 & 6 below. (Note: The Board of Directors may direct the administrators to bring the incident to the Board. In such cases, steps 5 and 6 below shall be followed)
5. Once the investigator's presentation and suggested plan of action have been received by the board of directors, the board shall discuss the issues regarding the incident, then vote upon the decided upon plan of action. This plan of action may be different from that of the investigator.
6. If the investigator is a voting member of the board of directors, the investigator shall not vote on any issue regarding the resolution of the incident or issues pertaining thereto.

Registration & Refunds

Registration

1. Hacienda La Puente Pop Warner is a “Nonprofit Public Benefit” organization, **not** a philanthropic organization. This distinguishes Hacienda La Puente Pop Warner as an organization that provides a service to the community in a manner that does not financially Profit the organization. Since Hacienda La Puente Pop Warner is **not** a philanthropic organization, each member is expected to Provide his or her own means (financial or otherwise) for participation. Any member that does not provide means for his or her Participation is expecting others to support them. Hacienda La Puente Pop Warner does not have this expectation of its’ supporting Members. Hacienda La Puente Pop Warner shall not, of itself, provide any "scholarships". Hacienda La Puente Pop Warner shall not accept money from any government agency upon which there are any terms, conditions, or stipulations that shall inhibit Hacienda La Puente Pop Warner from governing its' membership as it sees fit.
2. Should any member fail to meet their responsibility in supporting the organization said member shall be subject to suspension, up to and including expulsion.
3. Any member not fulfilling an obligation from a prior season, including the return of equipment, shall not be eligible to register in any subsequent season until said obligation has been fulfilled
4. Hacienda La Puente Pop Warner has the legal right to require a charge for registration (membership) fees for participation in it’s program.(California Code of Corporations Section 5311 and Section 5351) Once obtained, Hacienda La Puente Pop Warner is under no legal obligation to refund such fees, even if the participant resigns, is suspended or expelled. (California Code Of Corporations, Section 5340(b)and Section 5341(g))
5. All returned checks, whether for registration or otherwise, are subject to a \$25.00 service fee.
6. The Board of Directors may set the maximum required registration fees for a family.
7. There is no guarantee expressed or implied that any specific player/cheerleader will be assigned to any specific coach, team, or division.
8. Registration fees must be used for the member(s) for which they were originally intended even if the member forfeits their registration fees. Therefore if a member leaves Hacienda La Puente Pop Warner and the board determines that their registration fees are not refundable, said fees may not be utilized for the purpose of registering another person unless said member is from the same family as the person leaving Hacienda La Puente Pop Warner.
9. Any money given to sponsor a child or children is not refundable, nor may it be utilized for the purpose of registering any another person or persons) in the event the child or children the sponsorship was originally intended leaves Hacienda La Puente Pop Warner.
10. It shall be mandatory for all players/cheerleaders and parents/guardians thereof to complete and execute a membership agreement (contract) with Hacienda La Puente Pop Warner. The nature and content of which shall be as approved by the President, in accordance with the Hacienda La Puente Pop Warner By Laws and the Policies & Procedures contained herein. The President, and Board of Directors, shall have the authority to terminate the membership of members who breach said contract.

Refunds (Registration and Otherwise)

Although Hacienda La Puente Pop Warner has a policy of **NO REFUNDS**, from time to time the Board of Directors does consider refunds under the following guidelines.

1. **All** refund requests are subject to the approval of the Board of Directors. All refund requests must be submitted in writing to the Board of Directors. **No refunds are automatic or compulsory.**
2. Registration refunds are only considered when submitted within the first 30 calendar days following the receipt of the player or cheer’s registration by Hacienda La Puente Pop Warner. (except as noted in items 4 & 6 below).
3. No registration refunds are considered on or after July 1 (except as noted in items 4 & 6 below).
4. Any player that does not make weight upon certification and cannot be placed onto a team where he can certify, may be allotted up to half the amount of their registration fees.
5. Any player which does not make weight upon certification, and can be placed onto a team where he can certify, and then drops from the program **shall not** be entitled to any refund of their registration fees.
6. Any player or cheer which drops from the program for a valid medical reason may be allotted a prorated refund of their registration fees.
7. There shall be no refunding of any fundraising moneys rendered to Hacienda La Puente Pop Warner.

Transfers from Hacienda La Puente Pop Warner to another Pop Warner organization

If a member wishes to transfers to another organization legally associated with Pop Warner Little Scholars, Inc. and said transfer is within the permissible guidelines of the Orange Empire Conference and/or any other body of competent jurisdiction, then Hacienda La Puente Pop Warner may transfer funds **directly** to the other Pop Warner organization up to 50% the amount received by Hacienda La Puente Pop Warner from said member for registration fees upon confirmation of said member's registration in the other Pop Warner organization. Said member shall not be entitled to any moneys from Hacienda La Puente Pop Warner which constitute a difference between the registration fees of the two Pop Warner organizations. Also said member shall not be allowed to return any raffle tickets for a refund. Transfer of funds is solely at the discretion of the Board of Directors, and is not compulsory.

Mandatory Fund Raisers

1. Participation in League level Fund Raisers is a requirement/condition of membership in Hacienda La Puente Pop Warner. Failure to participate in League level Fund Raisers, as directed by the Board of Directors, may result in punitive measures, up to and including expulsion from the program.
2. Although Hacienda La Puente Pop Warner reserves its' right to expel any member for non-compliance for any mandatory fundraiser, the board, or league administration, has the option to implement the following disciplinary measures on a case-by-case basis:

After reasonable notice has been afforded to parents of children that have not fully participated in a mandatory fundraiser, the Board shall first suspend said parent from all Hacienda La Puente Pop Warner and OEC activities until compliance is achieved.

If, after one calendar week (7 calendar days) of the commencement of the parent's suspension, the parent continues to not comply with the mandatory fundraiser the child (player, cheerleader, or mascot) shall also receive disciplinary action until compliance is achieved. Said disciplinary action may include, but not be limited to, the following:

1. The player/cheerleader will be ineligible from attending or participating in any regular season game.
2. The player/cheerleader will be ineligible from attending or participating in any post season game, Which shall include, but not be limited to, travel and bowl games.
3. A cheerleader will be ineligible from attending or participating in any cheer competition or "Festival".
4. The player/cheerleader will be ineligible from attending the team banquet.
5. The player/cheerleader will be ineligible to receive their league trophy.

NOTE: Child's suspension may commence immediately if the parent does not comply with said parents Suspension.

Coaches shall note players on such suspension as "----DISCIPLINARY----" on all Mandatory Game Reports until Compliance is achieved. Such players shall be deemed as **INELIGIBLE!** Failure of a coach to note a player on Suspension in said manner on the Mandatory Game Report shall result in said coach being suspended for 1 week.

Example 1: The league has a mandatory raffle ticket fundraiser in which all money for raffle tickets are due on August 17th of the current year. As part of this fundraiser each player is given a set of 50 raffle tickets to sell (find donors for) at \$1.00 each. As of 12:01 a.m. on August 18th a player does not turn in the money for the raffle tickets assigned to him. One of the consequences of this player not turning in this money is that he will be ineligible from attending or participating in any game after 12:01 a.m. on August 25th until the \$50.00 for the raffle tickets is received by the league.

Example 2: The league has a mandatory candy fundraiser in which all money for candy bars are due on August 17th of the current year. As part of this fundraiser each player is given 40 candy bars to sell at \$1.00 each. As of 12:01 a.m. on August 18th a player does not turn in the money for the candy assigned to him. One of the consequences of this player not turning in this money is that he will be ineligible from attending or participating in any game after 12:01 a.m. on August 25th until the \$40.00 for the candy is received by the league.

Example 3: The league has a mandatory candy fundraiser in which all money for candy bars are due on August 17th of the current year. As part of this fundraiser each player is given 40 candy bars to sell at \$1.00 each. As of 12:01 a.m. on August 18th a player has only turned in \$34.00 of the money for the candy assigned to him. One of the consequences of this player not turning in the full \$40.00 is that he will be ineligible from attending or participating in any game after 12:01 a.m. on August 25th until the remaining \$6.00 for the candy is received by the league.

Snack Bar Duty

Assignment

1. Snack Bar duty schedule for teams will be assigned by the Team Mom/Snack Bar Director **only**.
 - A. A team's duty schedule may be for an entire day, or may be on a "*Shift*" basis.
 - B. The Team Mom/ Snack Bar Director alone shall determine the method of the duty schedule.
2. Teams will only be assigned snack bar duty when they have home games.
3. If a team's duty schedule is not an entire day, that team will not be scheduled to work during their game.
4. If a "*Shift*" schedule is being used, then a shift shall constitute 2 contiguous hours of work.
5. It shall be the team's responsibility to identify when individuals on said team will work.
6. Members of the Board of Directors are exempt from working snack bar duty.

Penalties

1. When a team is assigned snack bar duty, that team is responsible for providing 4 people, 14 years of age or older, to perform work at the snack bar during their entire duty schedule. There may be no less than 4 people, from the team, present in the snack bar at all times during said teams duty schedule (bathroom breaks excepted).
2. If a person is unable to work their snack bar shift, it is that person's responsibility to find a replacement worker, which is acceptable to the Snack Bar Coordinator.
3. If a person does not show up for their shift, their team account will be charged an assessment of \$25.00 per worker per shift (or \$10.00 per hour if an entire day constitutes that teams duty schedule).
4. If less than 2 people from a team show up for their shift (or hour if an entire day constitutes that teams duty schedule), the team account will be assessed double the per person rate. For example, If 4 people were scheduled to work the snack bar, and only 1 shows up, then the team account will be assessed \$75.00 per shift (or \$30.00 per hour if an entire day constitutes that teams duty schedule).
5. In the event of no-shows, the "team manager" and/or "player administrator" will be held responsible for finding people to work the shift or shall work the shift themselves if they are unable to find a satisfactory number of people.
6. At the Board's or President's discretion, the head coach may be placed on administrative suspension for lack of participation by a team in its' responsibility to perform snack bar duty. Said suspension shall be of a duration and nature as determined by the entity issuing said suspension.

Team Money

General

Teams shall cause to be kept an accurate accounting of all financial transactions for the team.

1. **All** money collected by a team shall be rendered to the board of directors within 48 hours of receipt. Thereupon the moneys shall be rendered to the League Treasurer for deposit.
2. All money rendered to a team, or members thereof, for authorized expenses incurred shall be rendered from the League Treasurer upon receipt of a request for reimbursement on checks of the company Hacienda La Puente Pop Warner. No person may re-direct moneys from its' intended use unless authorized by the Board of Directors, or as authorized by the President.
3. No individual, or group of individuals on a team shall keep money for use by the team.
4. All team financial "books" are subject to audit by league officials at any time.
5. The Head Coach of a team has final decision-making authority over the team funds (subject to the oversight of the Board of Directors or President a quorum being absent). However, both the Team and Cheer Moms/Dads must have an opportunity to voice their opinion.
6. A team shall only keep one set of books, and information pertaining to both players and cheerleaders must be contained therein.
7. All Fundraisers for a team must include participation by both players and cheerleaders. There shall be no fundraising "just for cheerleaders" or "just for players". Team fundraisers may not interfere with League fundraisers. This includes, but is not limited to, the sale of clothing.

However, cheer squads may independently raise funds for the **sole** purposes of providing travel for squad members and board designated coaches, to the regional and/or national cheer competitions. Said funds shall be identified by both the team and association Treasurers as "Travel" funds. An accurate accounting of such funds shall be kept independent of the "Team" funds. Such funds shall follow all other guidelines regarding team funds, including, but not limited to those indicating that all funds shall be rendered to the Hacienda La Puente Pop Warner Treasurer for deposit in the team checking account. Should a cheer squad raise such funds, and said cheer squad does not attend the regional and/or national cheer competitions said fund's character shall revert, in their entirety, to funds designated for all members of the team (players and cheerleaders) ("Team" funds)

8. Any and all team funds left over from the season shall revert to league funds as of midnight on December 31.
9. A team may never have less than \$25.00 in its' account at all times. A team must have at least \$25.00 in its' account at the end of the season.
10. Hacienda La Puente Pop Warner, Inc. is the legal owner of all moneys placed into any and all team accounts.
11. Any team staff member that violates league rules, policies, or direction from Board Members regarding the handling of team funds shall be removed from their position.
12. No team or individual will make any representation, for the purpose of soliciting of funds, using the name of Hacienda La Puente Pop Warner, without the prior written approval of the Board of Directors.
13. No team or individual may use any logo or trademark to which Hacienda La Puente Pop Warner, Inc. has rights.
14. A team, or any member thereof, **may not** utilize the moneys from a fundraiser to pay for expenses of another fundraiser or reimbursement for other expenses without submitting a check request and obtaining a check from the League Treasurer therefor.
15. A team may not expend funds on one group of its' members to the exclusion of another. It is not mandatory for expenditures to be exactly equal, however they must be relatively equitable on a per person basis.

League Coordinated Purchases (Such as Cheer Accessories & Player Name Tags)

1. Moneys shall be collected by the team from its' players and/or cheers, noting which player and/or cheer that made the payment. (An Excel spread sheet is often a good vehicle for managing this.)
2. These moneys then go into the team account via a team deposit.
3. Fundraiser money the team wishes to utilize towards the purchase is then determined by the head coach.
4. A check request is then issued by the team to the League Treasurer to make a payment to the vendor for the items purchased.

League Coordinated Fund Raisers (Such as Candy Sales and Raffles Ticket Sales)

1. The league will provide each team with the material to be distributed (such as candy or raffle tickets).
2. The team shall keep records identifying the quantity of material each individual receives (the number of candy boxes, or raffle tickets issued).
3. As money comes in from the players and/or cheers, the team shall keep records identifying the money received for each individual.
4. Said money will then be given directly to the League Treasurer.
5. No record of these transactions are to be noted in the team's fund accounting book.

Scrimmages

1. There shall be no scrimmages between two Hacienda La Puente Pop Warner teams unless in the same division.
2. All scrimmages must be coordinated through the Athletic Director and Orange Empire Conference.

Hacienda La Puente Pop Warner Rules For Defining Practices

1. In addition to the rules governing practices enumerated in the national rule book and the Orange Empire Conference, the following also applies to teams of Hacienda La Puente Pop Warner.
2. Any “preparative activity”, while a roistered coach (or member of the team administrative staff) and at least one team member (player or cheer) is present, shall be considered a practice. For the purposes of this section a “preparative activity” is defined as any activity which is, or could be construed as preparation for the field of play, or sanctioned competition.
3. Any “preparative activity” vicariously conducted at the direction of a coach shall be considered a practice. (That is, if a practice is conducted at the direction of a coach through a roistered or non-roistered third party, even though the coach is not physically present at the practice.)
4. The Athletic Director of Hacienda La Puente Pop Warner shall establish practice times and places.
5. Any variation from established practice times must be approved by the Athletic Director. A Board member must be in attendance of any practice (this is not part of defining a practice).
6. The following is a non-exhaustive list of Practice and Non-Practice activities to aid the reader in identifying what is and what is not a practice:

Activities Considered A “Practice”

1. Banner Parties for Game Banners
2. Parties to review competition videos
3. Sleep overs, when coaches are present **and ANY** discussion of football or cheerleading is conducted.
4. Parties to watch a Football Game
5. Parties to watch a televised or video recorded cheer competition.
6. League or Conference sanctioned clinics where participation is mandatory.
7. **ANY** mandatory non-fundraising activity (except those mandatory activities explicitly excluded herein.)
8. Physical conditioning at a gymnasium, or similar facility.
9. Any Cheer Competition. (National Rules, Part VIII, Rule 7, S5). – This is **not** a practice for viewing players.

Activities NOT Considered A “Practice”

1. Banner Parties for banners to be placed on team member’s houses
2. Birthday Parties unless chalk talk/films are involved
3. Fund Raising Activities such as the following:
A. Car Washes B. Hot Dog Sales
C. Casino Nights
4. After Game Pizza Parties
5. Curler rolling/decorating parties (**Only on the night prior to a competition!!!**) This may be a sleep-over type party.
6. Trips to amusement parks.
7. **Any** activity between a parent and that Parent’s child. (This is to avoid the issue of a coach helping his, or her own child, just as any other parent might.)
8. Issuance/distribution/fitting of equipment/uniforms which is mandatory.
9. League or Conference administrative activities related to certifying a team, player, or cheerleader.
10. Pre-game/competition warm-up.
11. Any form of transportation to or from a HLPPW event.

NOTE: Any “Non-Practice” activities which are combined with “Practice” activities shall be considered a “Practice”.

A practice utilizing a person who is paid for their services is STRICTLY PROHIBITED!!

Before Labor Day: Practices may occur Monday through Saturday (No practices on Sundays). A team may not practice more than 2 ½ hours on any given day. A team may not practice more than 10 hours per week (a week is defined as Monday - Saturday). A 10 minute break is mandatory after each hour of practice. Break time is not counted against practice time. Therefore the amount of time a team could spend together for a given day is 2 hours 20 minutes.

After Labor Day: Practices may occur Monday through Sunday. A team may not practice more than 2 hours on any given day. A team may not practice more than 6 hours per week (a week is defined as Monday - Sunday). A 10 minute break is mandatory after each hour of practice. Break time is not counted against practice time. Therefore the amount of time a team could spend together for a given day is 2 hours 20 minutes.

Cancellations: Practices may be canceled by the association Athletic Director, President, or by the head coach of a team (when approved by the Board of Directors). Rain is not necessarily a reason for cancellation.

Termination: All practices for a team shall terminate for a season only after the last game of the season (including bowl games and cheer competitions).

Banquets

1. Every team shall have a banquet at the end of the season.
2. The banquet shall be held after the last “team activity”.
 - A. “team activity” for the purposes of this item shall include Bowl Games, Season Games, and any Cheer competition or “festival”.
3. Players and Cheerleaders may only attend their banquets if they have returned all Hacienda La Puente Pop Warner equipment issued to them.
4. Players and Cheerleaders may only receive their league trophies if they have returned all Hacienda La Puente Pop Warner equipment issued to them.
5. The Board of Directors shall approve the time and place of each team’s banquet.
 - A. A team may petition the Board of Directors to identify their own time and place (see item 5C below).
 - B. The Board of Directors shall Approve the time and place of each teams banquet by the third Saturday In October.
 - C. No petitions (as noted in 5A above) may be submitted after the second Saturday in October.
 - D. All banquets shall be held before December 30th.
 - E. **Petitions, as noted in 5A above, may be declined without comment.**
6. Each team shall provide all elements for the banquet other than the time and place (as specified in item 5 above). This includes, but is not limited to, food, decorations, coaches plaques, and the like.
 - A. The league will provide each player and cheerleader with a trophy. Said trophies shall be paid for with funds from the league account. (Teams **do not** have to pay for player and cheerleader trophies.)
7. The banquet shall be open to all active members of the team in good standing. This includes, but is not limited to, players, cheerleaders, coaches, team moms/dads, parents of players and cheerleaders, and board members. **There shall not be separate banquets for players and cheerleaders.**
8. The banquet shall be held within Hacienda La Puente Pop Warner or in a neighboring city within Orange County, California.
9. Members who do not return their uniforms/equipment on the designated date prior to the team banquet **shall not** be entitled to a trophy or participation in their team banquet.

Cheer Competition

1. It is mandatory for all players of a team to attend the annual conference cheer competition during the appointed time of that teams cheerleader performance. Attendance is required from the appointed time of performance until judging for that division has completed.
2. Those players who do not attend said cheer competition are subject to disciplinary action.

Head Coach Responsibilities

1. The Head Coach of a team is responsible for **ALL** aspects of his assigned team. This includes, but is not limited to, the following...
 - A. The behavior of all assistant football coaches
 - B. The behavior of all cheer coaches (and student demonstrators)
 - C. The behavior of team staff, parents, players, and cheers at any Hacienda La Puente Pop Warner function. This includes, but is not limited to, games, practices, and meetings.
 - D. Obtaining required personnel (staff). This includes, but is not limited to, team mom/dad, team treasurer, team manager, cheer mom/dad.
 - E. Insuring that both the player and cheer “contract” books are on the field at all times.
 - F. Insuring that both the player and cheer medical kits are on the field at all times, and are properly supplied.
 - G. To ensure that the children are free from the burden of a “win-at-any-cost” environment.
 - H. Coordination of efforts between both players & cheers
 - I. All team finances
 - J. All team fundraisers
 - K. Disputes involving parents, children, or other teams
 - L. Reading, understanding, and following the instruction these documents:
 - 1) The Hacienda La Puente Pop Warner By-Laws
 - 2) The Hacienda La Puente Pop Warner Policies & Procedures Manual
 - 3) The Hacienda La Puente Pop Warner Coaches Manual
 - 4) The OEC Football, Flag Football, Cheerleading, and Little Scholars rules
 - 5) The Complete Set of Official Rules (National Rule Book)
 - M. Attend all mandatory Coaches Clinics and Meetings.

2. Any coach that fails to properly dispatch these responsibilities shall be subject to discipline by the President, Athletic Director, or Board of Directors; up to and including expulsion.

(See National Rules Part III, Article 5, S8 & S9)

(Also See National Rules Page 3 – Coaches Code Of Conduct)

<p>NOTE: All staff positions are subject to the approval of the Board of Directors (Hacienda La Puente Pop Warner By-Laws Article XV).</p>

Proof Of Scholastic Fitness Required

1. Proof of Scholastic Fitness is required. (See National Rules Part III, Article 6, S4)
 - A. For use herein “Scholastic Fitness” shall mean a 2.0 annual grade average for the prior school year or 73% (utilizing the methodology provided for in the national “Multi-Purpose Scholastic Form”)
 - B. A letter from the school administration (containing the school stamp thereon) indicating “Satisfactory Progress” is also an acceptable method of documenting scholastic fitness.
2. Those players or cheers that do not produce acceptable evidence of scholastic fitness will not be eligible to Participate in bowl games, travel games or cheer competition. However, they will be eligible to participate in Normal season games. (See National Rules Part III, Article 6, S4)
3. As per OEC Little Scholars national rules (Part III, Article 8, Section 4), and as per the OEC Administrative Manual (Chapter 14) regarding the divulging of academic achievement at school, “If the parent wants to retain the right to privacy, he waves the child’s privilege of playing Pop Warner Football.” Therefore, any player or cheerleader which does not provide the required “Proof Of Scholastic Fitness” material by the certification date is subject to expulsion.

OFFENSES

Offenses are actions by one or more persons against another person or persons that are in some manner injurious to the offended party.

JUVENILE OFFENSES

The following is a non-exhaustive list of juvenile offenses (other offenses may be identified by the Board of Directors):

1. Fighting, hitting, kicking, striking, or otherwise physically abusing another person
2. Verbal or physical intimidation
3. Any act of disrespect for team, Conference or League officials, game officials, or fans

Minimum Penalties(1-3): Penalties for the aforementioned situations shall be immediate ejection from any active game and the following:

- 1st offense: suspension from the team for one week and the next scheduled game.
- 2nd offense: suspension from the team for the balance of the season.

4. A mandatory cut may be imposed upon any player or cheer who attempts (and/or succeeds) to intimidate fellow participants in practice by word and/or physical deed. (See National Rules Part III, Article 8, S5)
5. A mandatory cut may be imposed upon any player or cheer who is an extreme discipline problem. (See National Rules Part III, Article 8, S6) Must have written incident report on file with League, citing incident date, time offense and future repercussions if behavior persists.

ADULT OFFENSES

The following is a non-exhaustive list of adult offenses (other offenses may be identified by the Board of Directors):

1. Endangerment of juveniles
2. Teaching prohibited offensive and/or defensive techniques
3. Fighting
4. Cheating
5. Threats, Incitement
6. Gambling on game outcome
7. Lack of cooperation/obstruction
8. Violation of the mandatory play rule
9. Embezzlement
10. Failing to keep the faith with juveniles. (Using players and/or cheerleaders as a "tool") - This may be sighted as the action of one individual, or the actions of a group of individuals.-**Not** the same rule as national.

Minimum Penalties: For items 1 through 5 and item 10:

- 1st offense: Suspension for 1 year
- 2nd offense: Permanent Suspension

For item 6:

Suspension for 1 year

For item 7

Suspension until compliance is achieved

For item 8

- 1st offense: Suspension for 1 week and the next scheduled game
- 2nd offense: Suspension for 1 year commencing on the date of infraction.

For item 9

1st offense: Permanent Suspension.

Note: See National Rules Part IV, & ZEC Playing Rules

Hearings And Appeals

If a person or persons feels that a decision in which they were a party was not just, that person or persons may request a hearing. Hearings shall be conducted in the following manner:

1. The Board of Directors to preside over the hearing. Further, they shall fix the time and place of the hearing. The hearing must take place within 7 calendar days of the request unless it is determined by one of the parties that an extension is necessary to prepare for their presentation.
2. The person or persons requesting the hearing (plaintiff) shall present their case to the board members. Evidence may be submitted by the plaintiff at this time. (experts and witnesses may be present)
3. If appropriate, persons in opposition to those in item #2 (defendant) may also be heard by the board members.
4. A hearing/appeal is not an environment for discussion, it is a fact finding endeavor. All comments, statements, and questions shall be directed to the board member placed in charge of the hearing. Each person, in turn, will be asked to tell their side of the story. Board members may ask questions of those present.
5. Once all parties have “spoken their peace”, or at the discretion of the board member in charge, the hearing will be declared closed by the board member in charge of the hearing.
6. Once the hearing is declared closed, the board members will deliberate the issue in private and render a decision.
7. Once an appeal is dispatched by the board, the decision shall be determined final. No further appeals may be made to the Hacienda La Puente Pop Warner Board of Directors. You may appeal to OEC.
8. A hearing/appeal must be requested by a person within seven (7) calendar days of notification.
9. Hearings are private and therefore not open to the general public, media, or Hacienda La Puente Pop Warner members that, in the opinion of the chair, are likely to impede the hearing process. The chair may, at his sole discretion, remove persons from the hearing/appeal.
10. Hearings/appeals shall follow Robert's Rules of Order, revised edition, except as noted herein or by the Hacienda La Puente Pop Warner By-Laws. The chair, alone, shall determine the proper application of all procedural guidelines, including precedence.

Payment for Services Rendered

NO person who is a member of Hacienda La Puente Pop Warner shall be compensated, in any manner, for their time spent, or services rendered to Hacienda La Puente Pop Warner. This shall include, but is not limited to members of the Board of Directors, Coaches, Team and Cheer Moms/Dads, and Parents. In short, no one at Hacienda La Puente Pop Warner gets paid for their time.

NOTE: Referees are **not** members of Hacienda La Puente Pop Warner , and are the **only** people associated with Hacienda La Puente Pop Warner (other than the National Board of Directors) who may be paid for their services.

Practices utilizing **ANY** person who is paid for their services is **STRICTLY PROHIBITED!!!**

(See National Rules, Coaches Code Of Conduct, S12)

NOTE: It is permissible to attend any **voluntary** clinics put on by the conference (OEC), even if a payment is required to attend.

ABSENCES

1. Any player who has missed two or more unexcused practices the week prior to a game is subject to disciplinary actions deemed needed by Head Coach.
2. Any cheerleader who has missed two or more unexcused practices the week prior to a game is subject to disciplinary actions deemed needed by Head Coach. (This does not apply to cheer competitions.)
3. A Cheerleader who has more than two unexcused consecutive absences after cheer competition will be considered voluntarily cut from a team, and as such shall not be entitled to participate in the team's end of the year banquet, nor shall such a participant be eligible to receive a trophy. (See National Rules Part III, Article 9)
4. A Player who has more than two unexcused consecutive absences after the last season game, but before the last post season game will be considered voluntarily cut from a team, and as such shall not be entitled to participate in the team's end of the year banquet, nor shall such a participant be eligible to receive a trophy. (See National Rules Part III, Article 9)
5. Cheerleaders who, in the opinion of the Board of Directors, President, or Cheer Coordinator (with oversight of the President and/or Board of Directors), fail to attend or participate in a sufficient number of practices shall be ineligible for cheer competitions.

Equipment

1. All uniforms and bodily equipment used by players and cheerleaders must be the property of Hacienda La Puente Pop Warner. This shall include of use of said items at both practices and games. (That is, no one may use their own personal uniform or equipment, unless by prescription of a licensed physician.)

This shall include the following for players:

- A. Helmet & Face Guard, and related equipment
- B. All body padding. (shoulder, hip, knee, thigh, etc.)
- C. Jerseys (Except for Game Jerseys Issued By Hacienda La Puente Pop Warner)
- D. Pants & Belts

This shall include the following for cheerleaders:

- A. Skirts
- B. Vests (Shells)

This shall explicitly exclude for both players and cheerleaders the following:

- A. Socks
- B. Shoes
- C. Gloves
- D. Undershirts
- E. All other undergarments not readily seen by the casual observer, worn next to the body.

2. Variances (waivers) of item 1 above may be granted, on a "case-by-case" basis by either the Coaches' Representative, Athletic Director, Vice President, or President with the following provisions:

- A. Waivers are not compulsory, rather they are granted at the pleasure of the aforementioned board members.
- B. All items must meet industry standards for safety and manufactured by a company of good repute.
- C. All items must be permissible within existing guidelines of Pop Warner, OEC, and Hacienda La Puente Pop Warner.
- D. All items must properly fit the child for whom the waiver is to be granted.
- E. Each individual equipment item must be approved for an individual child, no blanket waivers shall be granted.
- F. The biological parent and/or legal guardian of the child that will wear the approved equipment **MUST** sign a board, or board administration, approved waiver prior to said equipment's use. Said waiver must be kept in the team book at all times. Lack of said waiver to exist in the team book shall constitute a violation of item 1 above, and the child shall therefore immediately remove any equipment article in question.
- G. A waiver may be revoked at any time by any of the aforementioned board members.
- H. When a waiver is in question, for any reason, the Board of Directors Equipment Manager shall be the final arbitrator in the absence of board vote.
- I. Even if a waiver is granted, a member must still be issued an entire complement of equipment. For example, this may mean that a member has two helmets during the season; one issued by Hacienda La Puente Pop Warner, and the other is their personal equipment. This does not relieve the member of their obligation to return Hacienda La Puente Pop Warner equipment at the end of the season, when they withdraw, or are expelled.
- J. The waiver form shall be of a nature and type as approved by the President, or a 3/4 vote of the Board.

3. Any uniform or portion thereof may be purchased by the user at the end of the season for 115% of the current Hacienda La Puente Pop Warner purchase price of a new uniform.

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The parent/guardian of a player or cheerleader assumes full and complete responsibility for the proper care and maintenance of all equipment loaned by Hacienda La Puente Pop Warner to said player or cheerleader. All equipment shall to be used for Hacienda La Puente Pop Warner activities ONLY and all equipment remains the legal property of Hacienda La Puente Pop Warner. Parent/Guardian shall reimburse Hacienda La Puente Pop Warner for any and all equipment that is lost, damaged or stolen for the full replacement cost of said equipment, with payment due when equipment is requested by Hacienda La Puente Pop Warner, or immediately upon the withdrawal of said player or cheerleader from Hacienda La Puente Pop Warner.

Awards

1. No participant may be “singled out” for ANY award. This includes, but is not limited to the following:

“Best Lineman”

“Best Offensive Back”

“Most Valuable Player”

“Most Improved”

“Best Cheerleader”

Further, no participant may receive the “game ball” or any other like object, trophy, certificate, or Award for “individual” effort.

The only exception to this rule is for those awards presented in recognition of scholastic achievement By the Association, Conference, and Nationals.

(See National Rules PartIII, Article 14, S1)

2. Every player and cheer on a team the first Monday of October of the year will be provided with a trophy by the league.

(See National Rules Part III, Article 14, S1)

GOVERNING RULES & BODY

All members of Hacienda La Puente Pop Warner, as a condition of their membership, are obligated to abide by the decisions of the Board of Directors, and the following:

1. The rules, policies, and procedures set forth by Hacienda La Puente Pop Warner, Inc.
2. The rules, policies, procedures, and decisions set forth by the Orange Empire Conference, Inc.
3. The rules, policies, procedures, and by-laws set forth by the Hacienda La Puente Pop Warner, Inc. Board of Directors

This includes decisions regarding refunds. Therefore, members have no right to refunds except as directed by the Board of Directors.

Any non-compliance with rules, regulations, policies, procedures, or decisions by the aforementioned may be cause for disciplinary action to be taken against a member, parent/guardian, or team by Hacienda La Puente Pop Warner, up to and including expulsion.

MEMBERSHIP

Your membership commences the date you properly submit the registration material (including any required assessments, dues, or fees) to Hacienda La Puente Pop Warner, (and Hacienda La Puente Pop Warner accepts it) and terminates on midnight of December 31st of the current calendar year, when you voluntarily resign, or when you are expelled as a result of disciplinary action. Family members enumerated on the “Player/Cheer & Parent Membership Agreement” shall be considered members of Hacienda La Puente Pop Warner. Family members **not** enumerated on the “Player/Cheer & Parent Membership Registration Form” **are not** members of Hacienda La Puente Pop Warner. Adult members have the right to vote for the Board of Directors.

Hacienda La Puente Pop Warner reserves the right to refuse membership. (Calif. Corp. Code § 5056, 5310, 5330, 5340, 5341, 5610).

It shall be mandatory, at time of registration, for every player and cheerleader to provide a membership (registration) fee to Hacienda La Puente Pop Warner in an amount no less than \$150.00 for tackle football teams and no less than \$125.00 for flag teams. Only the President shall have the authority to negotiate alternate payment methods. Said alternate payment methods shall be as an addendum/amendment to the member's membership (registration) agreement (contract). Such negotiated addendum/amendment may abrogate mandatory fundraisers for the affected member. All such payment plans must conclude (be paid in full) prior to the third Sunday in July of the current year.

Persons who are contemplating membership who have an outstanding account balance with Hacienda La Puente Pop Warner from a prior season must pay all past due amounts and all amounts for the current season in advance, in cash, at the time of registration. This shall include, but not be limited to: membership (registration) fees, candy money, raffle ticket money, cheer shoes, cheer poms, cheer briefs, and the like.

Hacienda La Puente Pop Warner shall not be the grantor of any scholarships or sponsorships.

The following are also members of Hacienda La Puente Pop Warner:

- A. The duly elected and/or appointed Board of Directors.
- B. Coaches, Assistant Coaches and Managers. (Except as provided in Article IV, Section 1 of the By-Laws).
- C. Honorary members as noted by the Board of Directors

RESIGNATIONS

Resignations of players, cheerleaders, team staff or team coaching staff, **including** the head coach, are considered received and effective when any of the following occur:

1. The resignation is given in writing by the member to a member of the Board of Directors or the team's head coach. And said resignation is accepted by the Board of Directors, or Athletic Director.
2. A written resignation is given to a member of the Board of Directors or the team's head coach. And said resignation is accepted by the Board of Directors, or Athletic Director.
3. A staff member may also be considered resigned when they discontinue the normal dispatching the duties of their position. And said resignation is declared by the Board of Directors, or President.
4. Players and cheerleaders shall be considered resigned if they discontinue attending games and practices without notice for a period of more than two (2) weeks, or as otherwise indicated in this document. And said resignation is declared by the Board of Directors, or President.

RETURNED CHECKS

Hacienda La Puente Pop Warner shall assess a charge of \$25.00 **each time** a check is returned for any reason, including but not limited to, insufficient funds. Failure to pay this charge shall be cause for disciplinary action, up to and including expulsion.

Team Fund Raisers/Purchasing Opportunities & Sponsorships

1. Teams fund raisers, or purchasing opportunities may not compete with League (Association) fundraisers or purchasing opportunities. This includes, but is not limited to, the sale of clothing. (Hacienda La Puente Pop Warner By Laws, Article XI).
2. All Fundraisers for a team must include participation by both players and cheerleaders. There shall be no fundraising “just for cheerleaders” or “just for players”.

However, cheer and football squads may independently raise funds for the **sole** purposes of providing travel for squad members and board designated coaches, to the regional and/or national cheer competitions. Said funds shall be identified by both the team and association Treasurers as "Travel" funds. An accurate accounting of such funds shall be kept independent of the "Team" funds. Such funds shall follow all other guidelines regarding team funds, including, but not limited to those indicating that all funds shall be rendered to the Hacienda La Puente Pop Warner Treasurer for deposit in the team checking account. Should a cheer squad raise such funds, and said cheer squad does not attend the regional and/or national cheer competitions said fund's character shall revert, in their entirety, to funds designated for all members of the team (players and cheerleaders) ("Team" funds)

3. **All** money collected by a team shall be rendered to the board of directors within 48 hours of receipt. Thereupon the moneys shall be rendered to the League Treasurer for deposit. Unless previously arranged.
4. All money rendered to a team for authorized expenses incurred shall be rendered from the League Treasurer upon receipt of a request for reimbursement.
5. No individual, or group of individuals on a team shall keep money for use by the team.
6. A team sponsorship **MAY NOT** exclude any member, or group of members of the team from benefit of said sponsorship. For example: If a sponsor wishes to take the team to Disneyland, they **MUST** take both the players and the cheerleaders. If the sponsor insists on not sponsoring the entire team (players **and** cheerleaders), the team **MUST** either decline the offer, or provide an equitable arrangement for those excluded.

Further, a sponsor may not attempt to circumvent this policy by sponsoring individuals on a team in such quantity or nature as to be deemed a team sponsor by the Board of Directors.

Mandatory Attendance Of Flag Parents

No Player or Cheerleader, of the Cub(flag) division, shall be allowed at practices, games, or special performances without an adult guardian present at all times to oversee and ensure their safety. This is to be consistent with the OEC rule relating to mascots (which are the same age as cub players and cheers).

Please refer to OEC Cheerleading Rules & Regulations, Article IV, item 1.

Team Staff
Number And Nature

1. Pursuant to Hacienda La Puente Pop Warner By-Laws, every person wishing to fill a team staff position must be approved by the Board of Directors. (Please review the Hacienda La Puente Pop Warner By-Laws for details.)
2. A team may consist of the following positions and in no more than the following number:

<u>Team Position & Age Requirements</u>	<u>Maximum Number of Persons</u>	
Head Coach (21 and older)	1	
Assistant Player Coaches (18 and older)	4	
Coach Trainee (16 and older)	1	
First Aid & CPR Certified children (21 and older)	1	1
Player Agent (21 and older)	1	
Team Mom/Dad (21 and older)	1	
Treasurer (21 and older)	1	
Cheer Mom/Dad (21 and older)	Must have 1 for every 12 cheerleaders	
Head Cheer Coach (21 and older)	1	
Assistant Cheer Coach (16 and older)	4	
Cheer Student Demonstrators (15 yrs old)	4	
Players (Ages as per OEC & National Rules)	35	
Cheerleaders (Ages as per OEC & National Rules)	35	
Mascots (Ages as per OEC & National Rules)	35 less the number of cheerleaders	

Per Pop Warner National Rules (Part V, Rule 23) no more than 10 team staff members are allowed in the player's box (immediately adjacent to the playing field) at any given time during a game.

Board Meetings

(Board of Directors meetings)

1. General meetings shall be scheduled at least once a month in the months of December, January, February, March, April, May, and June.
2. Board meetings shall be scheduled at least twice a month in the months of July, August, September, October, and November.
3. Pursuant to Hacienda La Puente Pop Warner By-Laws, Article VI, Section 6, all meetings shall be conducted under Robert's Rules of Order, revised edition.
4. Pursuant to section 9 of Robert's Rules of Order, "A member can be punished under disciplinary procedure (**60**) if he violates the secrecy of an executive session."
5. A. Board Members shall maintain the secrecy of board meetings. This shall mean that Board Members may only discuss secret issues with those who have "***a need to know***"; and are generally only other Board Members.
 B. In General Board Meetings, Board Members may disclose the following:
 1. The topics considered (except as noted in 4C4 and 4C7 below)
 Example: "Yes, the board did consider raising registration fees to \$200 per member."
 2. The outcome of votes (noting passed or failed **only**)
 Example: "The motion to increase registration fees to \$200 failed."
 3. The generalized reasoning of the **majority** for any given vote always sighting "The Board" as the decision making entity.
 Example: "The board felt that increasing the registration fees might cause undo hardship for some people."
 4. Board approved minutes and financial statements from board meetings
- C. In Special/Executive Meetings, Board members **may not** disclose anything not noted in 5B above, including, but not limited to the following:
 1. The actual, or paraphrased discussion of topics
 Example: "Bob felt that raising the registration fees would allow the league to purchase better shoulder pads this year; he hated the outcome of the vote."
 Example: "Patty thought that increasing registration fees could cause a hardship on about 30% of the members, and sited the XYZ family as an example."
 2. The individual vote of any individual Board Member, including ones own vote
 Example: "Bob voted to increase registration fees."
 Example: "I didn't like the idea, so I voted to keep the registration fees as they are."
 3. The reasoning of the minority for any given vote
 Example: "The losing side really wanted to get more equipment this year."
 4. Any issues that pertain to individuals, including but not limited to, the following:
 - A. Refunds (except those involved)
 - B. Disciplinary Actions (except those involved and except as directed by the entire board)
 5. The member who offered up a motion.
 Example: "Robert was the one who moved to increase the registration fees."
 6. Any rulings of the chairman.
 Example: "The President said we had to wait all the way to the end of the meeting to bring up the subject of increasing registration fees because it was new business."
 7. Any topic noted as "privileged", and discussion and/or vote pertaining thereto.
- D. Those in attendance of board meetings, Board Member or not, who do not maintain the secrecy of said Board meetings, as described herein, shall be subject to disciplinary action, up to and including expulsion.
- E. Discussions outside of Board meetings amongst Board Members, when noted as "privileged" discussions, shall also be held to the same secrecy standards as those noted herein. This shall also be the case when discussions have a reasonable expectation of being "privileged", whether noted or not. Such as, but not limited to, issues that cannot wait until the next scheduled board meeting and phone votes.
7. Phone and poll, motions and voting, shall be considered valid methods of obtaining a vote when conducted by the President or his designee. Such votes shall be reported at the next scheduled Board meeting.
8. The President shall have the authority to remove any person from a board meeting who's behavior is obstructing the board from conducting its' business.

Board Elections

Although the duly appointed Nomination Committee may elect to identify another set of policies and procedures for the nomination process, the following will serve as a guideline:

Pursuant to the California Corporations Code §5521(a) and to the Hacienda La Puente Pop Warner By-Laws Article IV, Section 7, item "A" the duly appointed Nomination Committee (as per Hacienda La Puente Pop Warner By-Laws Article V, Section 1, item "B") has adopted the following policies and procedures regarding the current year's board nomination process:

1. Any member wishing to run for a Board of Directors position must fill out and return an application to the Nomination Committee by 5:00 pm on the last Saturday of October. These applications will be available at the equipment shed on this date from 9:30 am until 5:00 pm.
2. Only applicants identified as "eligible" by the Nomination Committee shall be placed upon the election ballot (pursuant to Article IV, Section 7 of the Hacienda La Puente Pop Warner By-Laws).
3. The Nomination Committee shall enjoy the freedom of nominating any member from among the entire membership for board positions (pursuant to Article IV, Section 7 of the Hacienda La Puente Pop By-Laws).
4. The Nomination Committee reserves itself the right to review the eligibility of successful "write in" candidates, and if necessary nullify ballots for the affected position(s)(pursuant to Article IV, Section 7 of the Hacienda La Puente Pop By-Laws).
5. Board elections shall be held on the first Saturday in November. Immediately after the elections a special board meeting shall be held. Therein, the Nomination Committee shall count the ballots. Then President shall declare the nomination process closed. The Nomination Committee shall then have until the next scheduled Board meeting to validate the eligibility of successful "write in" candidates.
6. At the normally scheduled Board meeting following the elections the Nomination Committee shall report upon the election results. The Board shall then confirm the results by a majority vote. Should there be any outstanding issues from the election, the current President shall appoint a committee to address said issues. Said committee shall continue to operate even to the extent that the process continues into the next calendar year. If special elections need be done, the already appointed Nomination Committee shall operate such elections, even to the extent that the process continues into the next calendar year.

Board Members and Their Elections

- A. Nominations for 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 month general membership and 12 contiguous months of board service as of November 1st of the current year. Should no person with the aforementioned 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 aforementioned requirements of the President or Vice President be nominated, then 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.

Board Members and Their Elections (Continued)

- 2) Candidates for the office of Vice President shall be a current Board member with at least 24 months general membership and 9 contiguous months of board service as of November 1st of the current year. Should no person with the aforementioned requirements of the Vice President be nominated, then candidates for the office of Vice President shall be any current Board member. Should no person with the aforementioned requirements of the Vice President be nominated, then candidates for the office of Vice President shall be any member who meets the requirements of any other Board position as noted in item "A3" below.
 - 3) Candidates for offices other than the President and Vice President shall be from among the entire membership.
 - 4) All candidates, regardless of position, must meet the following requirements:
 - a. Any person who has had disciplinary action taken against them, by the Board, during the current year shall be deemed an ineligible candidate. This shall include, but not be 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 Hacienda La Puente pop Warner will be considered eligible candidates.
 - 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 fore the affected position(s)).
- B. Each general voting member other than players and cheerleaders may vote for one person in each office.
- C. 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 a revote of the affected postions at the following weeks practice, if still unable to resolve both Candidates will flip a coin to determine the winner.
- D. All ballots cast shall be counted toward the total vote. Positions on a ballot that have no indication of favor for any candidate shall be counted toward the total vote. Therefore, to be declared the winner, a candidate must be specified as the candidate of choice by the majority (50 percent plus 1) of ballots cast. Board positions that do not meet such sufficiency of vote as described herein shall be declared vacant.
- E. After the Board election, Board positions left vacant for the subsequent year may be filled by appointment by the Board of the current year in accordance with the office requirements noted in "A" above.
- F. Misconduct of a Board Member elect prior to their installation in January shall be grounds for said Board Member elect's exclusion from installation.
- G. The term of office for board members shall be for two (2) years, commencing with one's installation in January of the calendar year following the election.

Record Keeping & General Administration

All records of the company shall be kept in a nature, manner, and place as directed by the President. This shall include, but not be limited to the following: all documents relating to the company's checking and saving accounts (including the checks themselves); membership agreements; transactions (electronic or otherwise) relating to members and vendors; the storage of electronic information; the storage of paper documents.

All administrative functions shall be directed, administered, and delegated by the President. When the Board is not in session board members shall answer to the President for their administrative duties.