



THE GRANGE
OF THE STATE OF CALIFORNIA'S
ORDER OF PATRONS OF HUSBANDRY,
CHARTERED

BY-LAWS

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The Grange of the State of California's Order of Patrons of Husbandry, Chartered By-Laws

As Approved, Effective 7/12/2014

Article I

Name; Purposes; Authority; Declaration

Section 1. Name

1.1.1 This organization shall be known as The Grange of the State of California's Order of Patrons of Husbandry, Chartered, but for all purposes, it shall be designated and commonly referred to as the Chartered California Grange (this "Grange" or the "State Grange").

Section 2. Purposes

1.2.1 This Grange has been organized to operate exclusively for the purposes as set forth in the National Grange of the Order of Patrons of Husbandry's (the "National Grange") Declaration of Purposes and in this Grange's Articles of Incorporation (the "Articles").

Section 3. Authority

1.3.1 In all its acts, this Grange shall be subject to and governed by these By-Laws, its Articles of Incorporation, the Digest of Laws of the National Grange (the "Digest"), and applicable state and federal law. In the event of any conflict of laws or interpretations, the Digest shall be the authoritative body of laws governing the conduct of this Grange.

1.3.2 In the event that this Grange surrenders its Charter or the National Grange revokes this Grange's Charter for any reason, this Grange shall dissolve pursuant to Article V of the National Grange's By-Laws.

Section 4. Prohibited Activities

1.4.1 At no time shall this Grange engage in or carry on any activities that are unlawful under the laws of the United States, the State of California, or any other jurisdiction where any of its activities may be conducted. The Corporation shall not engage in or carry on any activities not permitted to be carried on by an exempt organization described in Section 501(c) of the Internal Revenue Code of 1986, as now in force or as

hereinafter amended, or prohibited by California's Nonprofit Corporation Law (the "Nonprofit Law").

1.4.2 No part of any net earnings of the various Granges of the State Grange shall inure to the benefit of any officer, director or member of the Grange, except as reasonable compensation for services performed, or be appropriated for any services other than as set forth in the Digest of Laws of the National Grange.

Section 5. Declaration

1.5.1 It is the stated Declaration of this Grange, and of any Officer elected to represent it, to operate this Grange in a manner which will exemplify faith, clarity, continuity, honesty and transparency to the name Grange in the State of California, and that every member of every Grange in the State of California can trust in this Grange, and maintain confidence that their membership in this organization will be used toward the charitable and selfless purposes on which the Grange was founded.

Article II
Relation to the National Grange; Other Granges

2.1.1 This Grange shall be the only State Grange chartered by the National Grange to operate as a State Grange in the State of California.

2.1.2 This Grange shall consult with, and receive approval from, the National Grange before making any changes in this Grange's incorporation status.

2.1.3 In the event there are any past, present or future organizations acting as unauthorized State or Subordinate/Community Grange in the State of California, this Grange shall have the duty to cooperate in all reasonable respects with the National Grange in challenging the formation or operation of such unauthorized Granges; provided, such cooperation shall be conditional upon the National Grange indemnifying and holding harmless this Grange, and reimbursing it or any of its members for any costs, expenses and/or liabilities incurred by this Grange unless otherwise agreed to or if those expenses are routinely incurred in this Grange's ordinary course of business, This duty to cooperate may include participating in litigation or affirmatively assisting Subordinate/Community Granges in reorganizing themselves, and managing personal or real property. All acts shall be done in conformance with the By-Laws of this Grange and the Digest and applicable state and federal law.

Article III
Relation to Constituent Granges

Section 1. Regulation

3.1.1 This Grange, as a chartered division of the National Grange, shall have the right and power, as the good of the Order requires, to adopt laws for the organization, administration, and regulation of the affairs of this Grange and the Junior, Subordinate/Community, and Pomona Granges of the State of California (collectively, the "Constituent Granges"), so long as they do not conflict with the Digest of Laws of the National Grange.

Section 2. Issuance of Charters to Constituent Granges

3.2.1 Application for Charters – The Master of this Grange shall review all applications for new or reorganized Junior, Subordinate/Community, or Pomona Charters in a manner consistent with the Digest. If the Master of this Grange approves such application, that application shall be filed with the Secretary of the National Grange.

Section 3. Reorganization, Suspension, or Revocation of a Constituent Charter; Appeal

3.3.1 Reorganization – The Master of this Grange shall make every effort to reorganize a Grange which fails to meet the requirements of the Digest to be an active Grange in the State of California.

3.3.2 Suspension – The Master of this Grange may, for good cause and in a manner consistent with these By-Laws and the Digest, suspend the charter of a Constituent Grange if the Master determines the good of the Order requires such action.

3.3.3 Revocation – The Master of this Grange may, for extraordinarily good cause and in a manner consistent with the By-Laws of the National Grange, revoke the charter of a Constituent Grange if the Master determines such action is for the good of the Order.

3.3.4 Appeal – Any member of a Grange whose Charter is suspended may appeal the decision of the State Master to the Master of the National Grange in the manner provided in the By-Laws of the National Grange. A revocation of a Charter shall be automatically appealed to the Master of the National Grange in the manner provided in the By-Laws of the National Grange.

*Article IV
Offices and Seal*

Section 1 – Offices

4.1.1 Principal Office – The principal office of this Grange shall be located at the address of the Master of the State Grange or other location within 25 miles of Sacramento, California, or at such place as this Grange’s Board of Directors (the “Board”) may from time to time designate.

4.1.2 Other Offices – This Grange may also maintain other offices in such places as the Board may from time to time designate, as the good of the Order may require.

Section 2 – Resident Agent

4.2.1 Resident Agent; Office – This Grange shall have and continuously maintain in California a resident agent, whose resident agent address may, but need not, be identical to the Corporation’s principal office address. The person designated as the registered agent may be changed from time to time by the Board.

Section 3 – Corporate Seal

4.3.1 Corporate Seal – The Board shall provide a suitable seal, bearing the name of this Grange and the year of its organization, which shall be in the charge of the Secretary. The Secretary shall have custody of the seal of this Grange, and shall have the authority to affix the same to any instrument requiring it and to attest the seal by his or her signature. The Board may authorize officers other than the Secretary to affix the seal of this Grange and to attest the affixing by his or her signature. If this Grange is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule or regulation relating to a corporate seal to place the word “Seal” adjacent to the signature of the person authorized to sign the document on behalf of this Grange

Article V
Membership

Section 1. Membership Composition

5.1.1 Delegate Body – The State Grange is a Delegate body. Each Subordinate/Community and Pomona Grange in California that is not more than one quarter in arrears for dues to the State Grange is entitled to representation at all State Grange meetings.

5.1.2 Membership Classes – The State Grange is composed of two classes of members as follows:

- (a) Voting Members – Each active Subordinate/Community and Pomona Grange in California shall be entitled to register two (2) voting delegates to this Grange, unless their constituent Grange is in arrears for more than one (1) quarter of dues to the State. The Rules and Regulations of the State Grange shall provide for the selections of regular delegates, select delegates or alternate delegates.
- (b) Nonvoting Members – Members in good standing who have received the sixth degree shall be honorary members of the State Grange and shall be eligible for office, but not entitled to vote.

Section 2. Delegate Voting Rights

5.2.1 Voting Right of Delegates – Each Delegate shall have one vote on each question or matter submitted to a vote of the members. Proxy voting is not allowed.

5.2.2 Voting Right of Masters – The Master of the State Grange has no vote, except in the case of a tie vote of the members, unless said Master is also a Delegate.

Section 3. Meetings

5.3.1 Annual Meetings – The Corporation shall hold an annual meeting of the Delegates for the purpose of;

- (a) Election of directors and officers and
- (b) Transaction of such other business as may properly come before the meeting.

The annual meeting to be in the month of June starting during the 4th week of the month. The annual meeting shall be held at such place as determined by a majority of the Delegates, two years in advance of the annual meeting. Should a location not be selected, the Board shall determine the place of meeting.

Unless the Articles, the Nonprofit Law, or these By-Laws provide otherwise, any business may be considered at the annual meeting without such business having been specified in the notice for such meeting. Failure to hold an annual meeting does not invalidate the Corporation's existence or affect any otherwise valid corporate acts.

5.3.2 Special Meetings – Special meetings of the Delegates may be called at any time by the Board, or by written request of five percent or more of the Delegates. Unless the Articles, the Nonprofit Law, or these By-Laws provide otherwise, an agenda will be prepared with the business to be considered for action at the special meeting. Other topics may be discussed but will not be acted upon at this special meeting.

5.3.3 Notice: Annual or Special Meetings of this Grange– The Secretary or such person's designee shall give notice of meetings to each Grange. Notice of meetings shall be delivered by electronic mail, or by regular mail, to the last known address as shown on the records of the Corporation. Such notice may be waived in writing, either before or after the meeting. Attendance at the meeting shall also constitute a waiver of notice, except where a Delegate states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened. Any meeting may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

- (a) The Notice of the Annual Meeting shall be given at least sixty (60) days before the Annual Meeting. The Notice for the Annual Meeting shall specify the meeting's date, place, and time, but need not state the business to be transacted or the purpose of the meeting.
- (b) Notice of Special Meeting shall be given at least thirty (30) days before the day of a special meeting. The Notice of the Special Meeting shall

specify the meeting's date, place, and time, and shall specify the purpose for the meeting and state the business to be transacted.

5.3.4 Quorum; Voting – At any meeting of the Delegates, the presence of at least one-third of the voting power of the Delegates shall constitute a quorum for the transaction of business. Unless the Articles, the Nonprofit Law, or these By-Laws require a greater proportion, the act of a majority of the Delegates present at any meeting at which there is a quorum shall be the act of the Delegates. If a quorum is not present, the Delegates present may, by majority vote of those present, adjourn the meeting until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called.

Article VI
Board of Directors

Section 1. General Powers

6.1.1 General Powers – The business and affairs of this Grange shall be managed under the direction of its Board of Directors (Board), which may exercise all powers of this Grange and perform all lawful acts and things not prohibited by law, the Articles, these By-Laws, or the Digest.

6.1.2 Duties – It shall be the duty of the Board to exercise general supervision of the affairs of this Grange during the recess of this Grange in accordance with the laws of our State and Nation, the Articles and By-Laws of this Grange, and the administrative policies and procedures established by this Grange. The Board shall supervise the disbursement of the funds of the this Grange in accordance with the budget guidelines adopted during the previous annual meeting; shall have the authority to allocate funds necessary to maintain a viable program and a budget within the income of the this Grange; and shall examine and approve all bills before the Treasurer can pay the same. It shall also examine the books, accounts and reports of the Secretary and Treasurer prior to the installation of officers. The Board shall report its acts in detail to this Grange on the first day of its annual meeting or as soon thereafter as practicable.

Section 2. Number; Manner

6.2.1 Number – The number of the initial directors shall be the Master, the Overseer, the Secretary, and the officers elected as Executive Committee. The number of Directors may be changed to no more than nine (9) or less than three (3) by an amendment to these By-Laws, but any such amendment shall not affect the tenure of office of any directors then in office, except as provided in Section 4 of this Article VI. Directors shall be natural persons and must be residents of the State of California.

6.2.2 Manner - The manner for electing members, and setting the terms of office, and creating provisions for removal, resignation and the filling of vacancies shall be established in accordance with the general provisions of the By-Laws of this Grange, the Digest and applicable provisions of California law.

Section 3. Meetings

6.3.1 Regular Meetings – The Board shall hold regular meetings at least quarterly. In addition, the Board shall meet the day preceding the Annual meeting of this Grange, and the day after the Annual meeting of this Grange.

Unless the Articles, the Nonprofit Law, or these By-Laws provide otherwise, any business may be considered at any regular meeting without such business having been specified in the notice for such meeting.

6.3.2 Special Meetings – Special meetings of the Board may be called at any time by the Chairperson, Secretary, or any two directors. Unless the Articles, the Nonprofit Law, or these By-Laws provide otherwise, any business may be considered at any special meeting without such business having been specified in the notice for such meeting. A special meeting of the Board shall be held on such date and at such place as shall be designated in the notice for such meeting.

6.3.3 Notice – The Secretary or such person's designee shall give written notice of each meeting to each director on the Board. The notice shall specify the meeting's date, place, and time, but need not state the business to be transacted or the purpose of the meeting. Written notice of meetings of the Board shall be delivered to the director personally, by electronic mail, or by regular mail to the director's address as shown on the records of the Corporation. Such notice may be waived in writing by a director, either before or after the meeting of the Board. Attendance at a meeting of the Board shall also constitute a waiver of notice, except where a director states that he or she is attending for the purpose of objecting to the conduct of business on the ground that the meeting was not lawfully called or convened. Any meeting of the Board may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by general announcement.

- (a) Notice of meetings shall be sent to the general membership 10 calendar days before each meeting, by electronic means which includes electronic mail, and the website currently in use.
- (b) Notice shall include the following:
 - (1) Date, time and place of meeting
 - (2) Information for members to contact the Board meeting by electronic means for open comments.
- (c) Members shall submit request to the Board Secretary of their intent to address the Board five calendar days prior to the meeting.

6.3.4 Quorum; Voting – At any meeting of the Board, the presence of a majority of the directors shall constitute a quorum for the transaction of business. Unless the Articles, the Nonprofit Law, or these By-Laws require a greater proportion, the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the entire Board. The directors present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to

leave less than a quorum. If a quorum is not present, the directors present may by majority vote of those present adjourn the meeting until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called.

6.3.5 Action by Written Consent – Any action required or permitted to be taken at a meeting of the Board under the Articles, the Nonprofit Law, or these By-Laws, may be taken without a meeting if all the directors then in office consent in writing or electronic mail to the action to be taken, and the consents are filed with the Secretary of this Grange.

6.3.6 Meeting by Electronic Means – Any and all directors may participate in any meeting of the Board by means of conference telephone or any other means of communication so long as all persons participating in the meeting are able to hear or communicate with one another concurrently and are provided the means of participating in all matters before the Board. Such participation shall constitute attendance and presence in person at the meeting.

Section 4 – Board Committees

6.4.1 Board Committees – The Board may, by a resolution adopted by a majority of the directors then in office, provided that a quorum is present, create one or more committees as it deems advisable for the management of the this Grange. Each committee shall consist of two or more directors and shall serve at the pleasure of the Board.

Each committee, to the extent provided in a resolution of the Board, shall have a limited purpose, or the Board may delegate to a committee any of the powers of the Board, except the power to:

- (1) approve any action which also requires approval of the Delegates or approval of a majority of all Delegates; or
- (2) fill any vacancies on the Board or in any committee which has the authority of the Board; or
- (3) fix compensation of the directors for serving on the board or on any committee; or
- (4) amend or repeal these By-Laws or adopt new By-Laws; or
- (5) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable; or
- (6) appoint committees of the Board or the members thereof; or
- (7) expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (8) approve any self-dealing transaction except as provided for under California law; or

- (9) decide such other matters as the Board may determine by a majority vote of the directors.

Any committee exercising the authority of the Board shall not include as members persons who are not directors. In the event the Board does not establish committees, the Board shall perform the functions that would have been performed by the committees described below.

Section 5 – Conformity

6.5.1 California Corporation Code requires every Corporation shall have a Board of Directors. For the purpose of conformity to the Digest, the term “Board of Directors” and the “Executive Committee” shall be synonymous.

Article VII *Officers*

Section 1. General

7.1.1 Offices; Election – The officers of the this Grange shall consist of (in ranking order) a Master/President, an Overseer, three (3) Executive Committee members, a Lecturer, a Steward, an Assistant Steward, a Lady Assistant Steward, a Chaplain, a Treasurer, a Secretary, a Gatekeeper, a Ceres, a Pomona, a Flora, and a Musician. The Delegates may elect or appoint such other officers and assistant officers as the Delegates, from time to time, deem necessary or appropriate. No individual may hold more than one office concurrently. Directors may concurrently hold positions as officers in this Grange.

7.1.2 Qualifications – All officers must be a member of a Constituent Subordinate/Community Grange in good standing. Any member may be elected to an office of a higher degree, but shall not be installed until such member shall have received the higher degree.

Section 2. Elections

7.2.1 Election – Officers shall be elected and installed biennially at the annual meeting in even-numbered years in order of rank, except for the Executive Committee, one of which shall be elected annually. Election to office shall require a majority of all votes cast by Delegates. If upon the first ballot no nominee receives a majority of all votes cast, a second ballot shall be prepared with the names of the two nominees receiving the highest votes from the first ballot.

7.2.2 Term of Office; – All Officers shall serve for a term of two (2) years, except for the Executive Committee who shall serve for a term of three (3) years.

7.2.3 – Removal from Office - Officers may be removed, with or without cause, at any time by the affirmative vote of a majority of the Delegates, or when found guilty of charges in a Grange Trial Court, where the penalty includes removal from office.

7.2.4 Resignation – Any officer may resign at any time by giving written notice to the Delegates, and such notice shall be effective upon delivery to this Grange. The Board will notify the Delegates of the action by electronic means, within five calendar days of receipt of the resignation.

7.2.5 Nominating Speeches – No nominating speeches shall be allowed. In the election of officers, any member may present the name of another member as a

candidate for any office. A motion to have a nominating committee is never in order. A motion to close nominations is never in order, and members may vote for any member for office regardless of whether the name has been nominated.

Section 3. Duties

7.3.1 General Duties of Officers – It shall be the duty of the officers of this Grange to ensure that the Constitution and By-Laws of this Grange are observed and obeyed, and generally to perform all duties pertaining to their elected office, as contained in the Constitution, By-Laws and Manual of the Degrees of the Order.

7.3.2 Master – The Master shall be the General Manager and Chief Executive Officer of this Grange, and shall report to the Board. The Master shall, subject to the Board, preside at all meetings of this Grange, see that officers and committee members properly perform their respective duties, and perform all duties customary of that office, including reporting the financial status of this Grange to the Delegates on the first morning of each Annual Session.

7.3.3 Overseer – The Overseer shall assist the Master in preserving order, preside over this Grange in the absence of the Master, and, in case of a vacancy in the office of Master, fill the same until the next annual meeting.

7.3.4 Lecturer – The Lecturer shall perform the duties as prescribed in the Manual and shall encourage and assist Constituent Granges in promoting programs as directed by the Board.

7.3.5 Steward – The Steward shall have charge of the Inner Gate and perform such other duties as required by the Manual.

7.3.6 Assistant Steward(s) – The Assistant Steward(s) shall assist the Steward in the performance of the duties of the Steward.

7.3.7 Treasurer – The Treasurer shall perform such duties relating to the office as may be required by the Board.

7.3.8 Secretary – The Secretary shall record all votes and the minutes of all meetings of this Grange, in books kept for such purpose. The Secretary shall receive all quarterly reports from Constituent Granges. The Secretary shall also conduct all official correspondence of this Grange pertaining to this office and perform such other duties relating to the office as may be required by the Board.

7.3.9 Gatekeeper – The Gatekeeper shall ensure that only members having valid registration are admitted to meetings of this Grange. The Gatekeeper may have assistants, as necessary for the performance of this duty.

7.3.10 Executive Committee – The Executive Committee members shall serve as members of the Board, whose duties include the general supervision of the affairs of the Order between Annual meetings of this Grange.

Section 4. Installation

7.4.1 Installation Ceremonies – The Installation ceremonies may be public. Any officer of this Grange or the National Grange, or Master or past Master, holding the Degree of the Grange to be installed, or a Fifth Degree member, may install the officers of this Grange. No officer can be installed by proxy.

Section 5. Recognition

7.5.1 Recognition of Officers – The officers of this Grange shall be addressed as “Worthy.”

Section 6. Suspension of Officers

7.6.1 Reasons for Suspension – The Master and other officers of this Grange may be suspended for any of the following reasons:

- (a) Failure or refusal to perform the duties of the office.
- (b) Failure or refusal to obey the By-Laws of this Grange, or the Digest of Laws of the National Grange.
- (c) Any behavior or act, resulting in criminal charges being filed.
- (d) Conviction of a felony offense, or any other offense that involves moral turpitude, dishonesty or fraud.

7.6.2 Procedure – The suspension procedure shall follow the procedures as set forth in the By-Laws of the National Grange and in accordance with the Rules and Regulations for Trials.

Section 7. Vacancies

7.7.1 Vacancies in Office – Any vacancy occurring in any office of this Grange by reason of death, resignation, termination of membership, or removal from office shall be filled by the Delegates by election at the next regular meeting of this Grange, except the Master/President/CEO, which is filled by the Overseer.

7.7.2 The Board may fill vacancies in any office where the Board determines that the office should be filled before the next regular meeting of this Grange. The officer shall serve until the next regular meeting of this Grange.

7.7.3 In the event where there is a vacancy in both the offices of Master and Overseer of this Grange, the Board shall elect a qualified member in good standing to fill the vacancy of Overseer. Upon election, the Overseer then assumes the office of Master and a new Overseer is elected. The Overseer shall serve until the next regular meeting of this Grange.

Article VIII
Committees of this Grange

Section 1. Committees

8.1.1 Appointment – The Master/CEO/President shall appoint the members and the chairperson of each committee (if any) with the advice of the Overseer, subject to the approval of a majority of the Board. The first named on a committee shall be considered its chairman and shall convene the committee and report the results of its deliberations.

Section 2. Standing Committees

8.2.1 Grange Standing Committees – In addition to the Grange Women’s Activities Committee, a Junior Grange Committee, Youth and Young Adults Committee, a Membership Committee, and a Grange Youth Fair Program Committee, the Board may by resolution, provide for standing committees, which may function on a year-round basis. Each resolution shall provide for the duties, jurisdictions, number of members, method of appointments, and any other details necessary for the operations of said committee.

Section 3 – Annual Meeting Committees

8.3.1 Annual Meeting Committees – The Board may by resolution, provide for such committees as may be necessary for the functions and operations of the annual meeting of this Grange. The resolution shall provide for the duties, responsibilities, number of members, method of appointment, term of appointments and any other aspect necessary for the operations of said committee.

Section 4. Advisory and Special Committees

8.4.1 General – The Board may from time to time create any advisory or special committees it deems may be necessary to advise the Board in the administration of the affairs of the Corporation. By resolution of the Board, the purpose of each special or advisory committee shall be clearly stated, and the committee shall be discharged when that purpose is served.

Section 5. Committee Policies

8.5.1 Committee Rules – Unless the Board otherwise provides, each committee designated by the Board may make, alter, and repeal rules for the conduct of its business by majority vote. In the absence of such rules, each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article VI of these By-Laws.

8.5.2 Service of Committees – Each committee of the Board shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any director of his or her duties under law to the Corporation.

8.5.2 Records – Minutes shall be kept of each committee meeting. Copies of the minutes of each meeting shall be supplied to the Secretary of this Grange promptly after such meeting and filed with the corporate records.

8.5.3 Powers – Each committee shall have such powers or responsibilities as may have been granted when the committee was created, consistent with all applicable state and federal laws, the Articles, and these By-Laws.

8.5.4 Vacancies – Vacancies in the membership of any committee shall be filled as provided for in section 8.1.1.

8.5.5 Quorum – Unless otherwise provided in the resolution of the Board creating a committee, a majority of the committee's membership shall constitute a quorum. The act of a majority of the committee members present at any meeting at which there is a quorum shall be the act of the committee, except as may be otherwise provided in these By-Laws and in the resolution creating such committee.

8.5.6 Income from Committees – Any income derived by a committee is the property of this Grange unless this Grange provides otherwise. This Grange may authorize the expenditure of these funds by the committee in individual cases or on a continuing basis, but any expenditure so made shall be reported at the next meeting of this Grange.

8.5.7 Special Requirements – Background Checks: It shall be a requirement that a background check shall be required for any appointments where the members' duties will require any supervision of any Youth or Junior Members, under the age of 18.

*Article IX
Fees and Dues*

Section 1. Application Fees

9.1.1 Application Fees for Membership – Constituent Granges may assess application fees in addition to minimum required. The application fees provided for must be paid in full before the conferral of the various degrees of the Order. The minimum application fees are;

- (a) Junior Granges, One dollar (\$1.00) for active or honorary membership.
- (b) Subordinate/Community Granges, five dollars (\$5.00) for each regular or affiliate member, of which two dollars and fifty cents (\$2.50) shall be paid to this Grange. Ten dollars (\$10.00) for each family membership, of which five dollars (\$5.00) shall be paid to this Grange.
- (c) Pomona Granges, One dollar (\$1.00) for each regular or affiliate membership.
- (d) Associate membership application fee is ten dollars (\$10.00) of which five dollars (\$5.00) is payable to the State Grange.
- (e) State Grange, the application fee for Sixth Degree membership ten dollars (\$10.00). The application fee for receiving the Degree of Pomona at State Session shall be five dollars (\$5.00).

Section 2. Dues

9.2.1 Membership Dues of Constituent Granges – The dues of each constituent Grange shall consist of three parts, as follows:

- (a) The amount of dues or assessments required by the National Grange, if any;
and
- (b) The amount of dues or assessments required by this Grange, if any
and
- (c) The amount of dues necessary for the operations of the constituent Grange.

9.2.2 How Collected – This Grange shall collect quarterly, from each Constituent Grange the following:

- (1) The dues or assessments required by the National Grange
plus
- (2) The dues and assessments required by this Grange.

9.2.3 Dues and Assessments for this Grange – The dues and assessments required by this Grange, are:

- (a) Subordinate/Community Granges;
 - (1) \$4.00 per quarter for each regular or affiliate members.
 - (2) \$8.00 per quarter for each family membership.
 - (3) \$2.50 per quarter for each associate member.
 - (4) Any new application fees collected as outlined in 9.1.1.
- (b) Junior Granges – No dues required.
- (c) Pomona Grange – No dues required

Section 3. Gold Sheaf Members

9.3.1 Members who received their Golden Sheaf Award prior to January 1, 2001 are exempt from the payment of any dues or assessment to this Grange and the National Grange.

9.3.2 Members who received their Golden Sheaf Award on or after January 1, 2001 are exempt from the payment of any dues or assessment to this Grange.

Section 4. Quarterly Reports

9.4.1 Quarters Defined – The four quarters of the year shall close on March 31st, June 30th, September 30th and December 31st.

9.4.2 Quarterly Reports – Quarterly Reports are due 30 days after the close of the quarter. Dues, fees and assessments shall be paid on the membership as of the last day of the quarter for which the report is being filed.

9.4.3 Delinquent Reports – Reports submitted more than 30 days after the close of a quarter shall be delinquent. Delinquent reports shall be subject to a penalty of $\frac{1}{2}$ of 1%, per month or fraction of a month.

Article X
Communications and Reports to Constituent Granges

Section 1 – Roster

10.1.1 Grange Roster – This Grange shall compile and make available to all of the Constituent Grange a roster of the names and addresses of elected officers and appointed committee chairmen of the Constituent Grange, and officers and committees of this Grange.

Section 2 - Official Communications

10.2.1 Official Communications – All official correspondence from this Grange shall be made known to the members of the Constituent Granges without unnecessary delay.

10.2.2 Official Communications are those issued by this Grange to officially inform constituent Granges of statewide changes for all members. These communications include, but are not limited to, meetings of this Grange, any changes in State Officers between meetings of this Grange, appointments or changes to Committees, and any other action directly affecting a constituent Grange. These communications may be sent to the addresses on file with this Grange, by US Mail, electronic mail, via publications of this Grange, or published on the official website of this Grange.

Article XI
Expenses; Compensation; Indemnification

Section 1 Expenses

11.1.1 Attending Meetings – This Grange may establish a policy to reimburse State Grange officers and certain other members of the Order for any portion of their expenses incurred in attending any meeting of this Grange.

Section 2 Compensation

11.2.1 Officers:

- (a) The officers of this Grange may be compensated for their services to this Grange as the Board shall determine.
- (b) The Board shall adopt procedures to ensure all compensation paid by the Corporation, whether by salary or contract, is fair and reasonable.
- (c) The Board shall be responsible for presenting a resolution setting the compensation of all officers of this Grange. This resolution must be acted upon by the Delegates, prior to the election of the officers.
- (d) The Board may reduce or increase the compensation of an officer if during the term of office, the work of an officer is increased from a part-time to a full-time basis, or reduced from a full-time to a part-time basis, or the officer is unwilling or unable to perform the duties of the office.
- (e) All officers' salaries may be paid semi-monthly in addition to necessary expenses incurred while engaged in the work of this Grange.

11.2.2 Deputies – The Board shall fix the compensation of the Deputy State Masters.

11.2.3 Dual Compensation – No individual shall receive dual compensation because they hold two or more positions entitled to compensation.

11.2.4 Limits – All forms of compensation, no matter how they are classified, shall be subject to the limits placed in this section and state and federal laws governing the compensation of individuals by non-profit corporations.

11.3.1 Indemnification. To the fullest extent permitted by law, this Grange shall indemnify a person who was or is a party or is threatened to be made a party to any

proceeding by reason of the fact that the person is or was a director, officer, employee, or other agent of this Grange, including persons formerly occupying any such positions, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, so long as the person acted in good faith and in a manner the person reasonably believed to be in the best interests of this Grange and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification. On written request to the board by any person seeking indemnification, the board shall promptly decide whether the applicable standard of conduct has been met and, if so, the board shall authorize indemnification. If the board cannot authorize indemnification, because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the board shall promptly call a meeting of members. At that meeting, the members shall determine in the matter described in Section 5238(e) of the California Corporations Code whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification. To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered hereby shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

Notwithstanding the foregoing, this Grange shall not indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Grange (a derivative action) or for acts of self-dealing as described in Section 5233 of the California Corporations Code:

- (a) With respect to any claim, issue, or matter as to which the person shall have been adjudged to be liable to this Grange in the performance of the person's duty to this Grange, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

- (c) Of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

11.3.2 Insurance. This Grange shall have the right and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

Article XII
Employees

Section 1 – Employees

12.1.2 This Grange is authorized to hire such employees as are necessary for the operations of this Grange and within the constraints of the annual budget as adopted by the Delegates, and that:

- (a) The Master, with the advice and consent of the Board, shall have the authority to hire, evaluate and terminate employees of this Grange.
- (b) The basic compensation of all employees, who are not elected officers, shall be set annually by the Board.
- (c) Annual cost of living adjustments may be granted by the Board subject to any budgetary constraints that may apply.
- (d) The Board and the Master shall be responsible that job descriptions, duties, work conditions, and employment policies shall conform to existing laws, rules, and regulations regarding employees, shall be detailed in an employee handbook, which shall be made available to each employee.

Article XIII
Deputies

Section 1 – Appointment; Duties

13.1.1 Appointment – The Master of this Grange may appoint a Deputy for each county or Pomona District or other jurisdictions in the State of California.

13.1.2 Duties – The duties of the Deputy within his or her jurisdiction are

- (a) to organize Constituent Granges upon application made by proper persons residing within his or her jurisdiction;
- (b) to install the officers of Constituent Granges when the same shall be elected;
- (c) to be vigilant that no disorder shall occur in the Constituent Granges and promptly report any disorder to the Master of the State Grange;
- (d) to visit each Constituent Grange at least twice each year;
- (e) to conduct Officers and Ritual training; and
- (f) to file an annual written report of the Deputy's activities to the Master of this Grange 30 days prior to the Annual Meeting of this Grange.

13.1.3 Term of Appointment – The Deputy shall be appointed for a term to coincide with that of the Master of this Grange. The appointment of a Deputy may be revoked at any time without cause by the Master.

Article XIV
Policy Formation

Section 1 – Formation

14.1.1 Policy Formation – This Grange shall establish policy by the adoption of resolutions properly submitted and approved by the delegates. The board has the ability to adopt Policy and Procedures as may be needed for the good of the order

14.1.2 Procedure – All resolutions shall be submitted to the Master of this Grange prior to the published deadline set by the Board. The Master shall assign resolutions to committees who, at the annual meeting of this Grange, shall review the resolutions assigned and make recommendation to the Delegates for amendments, if any, and for either adoption or rejection of said resolution in compliance with accepted Parliamentary Procedure.

Section 2 – Time Limit for Presentation of Resolution

14.2.1 All resolutions for the adoption of policy must be presented to the Delegates at least four hours before a vote is taken on the resolution.

Section 3 – Testimony and Reports of Committees

14.1.4 Each committee to which resolutions are assigned shall use due diligence to see that any member who wishes to present testimony on a resolution is able to do so. Each committee shall make a final report to the Delegates after all resolutions assigned to that committee are acted upon. Any recommendation in the final report shall be referred to the proper committee at the next annual meeting for consideration.

Article XV
Accounting Provisions

Section 1. Accounting Period

15.1.1 The accounting period of this Grange shall be from January 1st through December 31st.

Section 2. Budget

15.2.1 The Board shall prepare a proposed annual budget for the next fiscal year prior to the annual session of the current year, and shall submit this budget to the Delegates for approval. The proposed annual budget shall be sent to each Constituent Grange at least forty-five days prior to this Grange's annual session.

Section 3. Receipt and Disbursement of Funds

15.3.1 Disbursement Procedure – All funds shall be disbursed by the named officers as follows:

- (a) The Secretary or other authorized person shall prepare an Order to the Treasurer, or other authorized person.
- (b) Orders to the Treasurer shall be signed by the Master or other authorized person and the Secretary or other authorized person.
- (c) The Treasurer, or other authorized person, shall then disburse said funds, as ordered, and keep detailed records of all funds in the care of said officers.

15.3.2 Checks, Drafts, and Orders - All checks, drafts, and orders for the payment of money, notes, and other evidences of indebtedness, issued in the name of this Grange, shall, unless otherwise provided by resolution of the Board, including any banking resolution, be signed by the Master, or by the designees of the Master; provided, however, that each designee shall be approved in advance by the Board, which may impose additional limitations on such re-delegated authority.

15.3.3 Deposits - All funds of this Grange shall be deposited to the credit of this Grange in such banks, trust companies, or other depositories that the Board selects in accordance with the rules adopted by the Board. The creation or deletion of funds (e.g., funds other than the general fund) shall require the affirmative vote of two-thirds of all of the members of the Board provided that written notice of such action shall have been given with the notice of the meeting to the Board at least ten (10) days prior to such vote.

Section 4. Books and Records

15.4.1 This Grange shall keep correct and complete books and minutes including, but not limited to: records of its accounts and transactions; proceedings of the Board; proceedings of any executive or other committee when exercising any powers of the Board. The original or a certified copy of the Articles, By-Laws, and committee orders shall be kept at the principal office of this Grange. All books and records of this Grange may be inspected for any proper purpose at any reasonable time.

Section 5. Audits

15.5.1 Audits: This Grange shall have an independent agent conduct periodic audits of its finances and a review of its document retention to ensure that all its filings and tax liabilities are paid in a timely manner.

- (a) Audits are available for review by any member in good standing upon request.

Section 5. Bonding

15.1.6 All officers and committees handling funds of this Grange shall be bonded, conditioned upon the faithful discharge of the officer's or committee's duties and at the expense of this Grange, in such an amount as the Board shall determine

Article XVI
Alcoholic Beverages

16.1.1 Alcoholic Beverages At Meetings – This Grange is prohibited from serving alcoholic beverages, and its members are prohibited from consuming alcoholic beverages, on any property of this Grange during any meetings of this Grange, except as provided in Chapter X, Section 10.11.3 of the Digest of Laws of the National Grange.

- (a) this section shall also apply to any and all Constituent Granges.

16.1.2 Grange-Sponsored Activities – This Grange allows the serving of alcoholic beverages at sponsored activities of this Grange. A host liquor or liquor liability coverage shall be required at any sponsored events where alcohol is served.

- (a) this section shall also apply to any and all Constituent Granges, with the exception of Junior Granges.

16.1.3 Non-Grange Functions – This Grange allows the serving of alcoholic beverages at functions sponsored by non-Grange groups that rent or lease property owned by this Grange. Such renter or lessor must use an approved rental contract and provide proof of a host liquor or liquor liability coverage which is approved by the Board, and names this Grange as an additional insured.

- (a) this section shall also apply to any and all Constituent Granges

Article XVII
Grange Property

Section 1. Real and Personal Property

17.1.1 This Grange may sell, manage or encumber real or personal property owned or managed by this Grange.

17.1.2 The Master and Board of this Grange shall provide the necessary oversight per the National Grange Digest for Constituent Granges seeking to sell, lease, encumber, or transfer real or personal property.

Section 2. Intellectual Property

17.2.1 This Grange may use its own logo, but expressly understands the word GRANGE, plus other listed trademarks, logos, copyrights and other intellectual property, are owned by the National Grange and may only be used as stated in Chapter 4, Article XVIII of the National Grange Digest.

Article XVIII
Miscellaneous Provisions

Section 1. Proxy Voting

18.1.1 Proxy voting is not allowed by this Grange

Section 2. Contracts

18.2.1 The Master may sign, with the Secretary or any other proper officer of this Grange authorized by the Board, any instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these By-Laws to some other officer or agent of this Grange, or shall be required by the law to be otherwise signed or executed. Such authority may be general or confined to specific instances as determined by the Board.

Section 3. Parliamentary Procedure

18.3.1 In all Parliamentary matters, this Grange shall use the Parliamentary Codes of the National Grange. For all points not decided in the Parliamentary Codes, Robert's Rules of Order (most recently revised edition) shall be considered the standard authority.

Article XIX
Termination, Disbanding, Dissolution or Liquidation

Section 1. Disbanding

19.1.1 When the Master becomes aware this Grange is in danger of disbanding, it shall be the duty of the Master to immediately notify the National Grange Master and the members of the National Grange Executive Committee by certified mail, return receipt requested.

19.1.2 When the Master realizes that disbanding is imminent, no further action can be taken by any Grange officer or member to, in any way, dispose of, decrease or transfer any property including real estate, real property, and financial assets, except for paying regular Grange bills.

19.1.3 Whenever this Grange decides by majority vote of the Delegates to disband, the affairs of this Grange shall come under the direct supervision of the National Grange Executive Committee. This Grange shall not at any time divide among its Delegates any monies in its treasury or any monies derived from the sale of any properties of this Grange. No individual Delegate shall, by reason of his or her membership in this Grange, be deemed to have a personal claim to the monies or properties of this Grange.

Section 2. Consequences of Dissolution

19.2.1 Upon the termination, disbanding, dissolution or final liquidation of this Grange in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of this Grange shall be retained by the Order for use in accordance with the general purposes of the Order, and activities permitted to be carried on by an exempt organization described in Section 501(c)(5) of the Code. In no event shall any of such assets or property be distributed to any officer or private individual.

Article XX
Codify Administrative Policies and Procedures

Section 1 – Administrative Policies and Procedures

20.1.1 The Board may adopt by resolution, the administrative policies and procedures for conducting the affairs of the order, by a two-thirds vote.

Section 2 - Ratification

20.1.2 The Board shall present all administrative policies and procedures adopted since the prior annual session to the delegates for confirmation. The delegates may reject by a two thirds vote, any policy or procedure presented to them.

Section 3 - Amendments

20.1.3 The Delegates may, by resolution, amend, repeal or adopt an administrative policy or procedure, by a two thirds vote.

Section 4 - Codified

20.1.4 This Grange shall codify all administrative policies and procedures into a document that shall be available to all members on its website, or provided by mail, to a member when requested.

*Article XXI
Amendments*

Section 1 – Amendments

21.1.1 These By-Laws may be adopted, amended, or repealed in whole or in part only at an annual meeting, at which a quorum is present, by the affirmative vote of two-thirds of all of the Delegates

21.1.2 Conflict With Digest or Deficiencies - If any amendment to these By-Laws is adopted, which may conflict with the National Grange Digest, or if any subject on which these By-Laws are silent or deficient or which may be perceived as conflicting with the National Grange Digest, they shall be resolved in accordance with the Digest of Laws of the National Grange.

21.1.3 Notice to Granges – All resolutions to adopt, amend or repeal any provisions of these By-Laws shall be submitted to the Office of the Master of this Grange no later than sixty (60) days prior to the annual meeting. Thirty (30) days prior to the annual meeting, the Master shall cause the mailing of copies of all properly submitted resolutions to each Subordinate/Community and Pomona Grange. Improperly submitted resolutions shall be returned to the submitting Constituent Grange for correction, and, if they are not returned prior to sixty (60) days of the annual meeting they shall be held over to the next annual session unless withdrawn by the submitting Grange.

21.1.4 Effective Date – All resolutions to adopt, amend or repeal any provisions of these By-Laws shall be effective upon adoption, unless provided otherwise in the resolution. Any changes to the membership dues payable to this Grange adopted by amendment to these By-Laws shall become effective on the January 1st immediately following the date of such adoption.

21.1.5 Funds—Article IX – All resolutions to adopt, amend or repeal Article IX of these By-Laws shall be submitted to the Office of the Master of this Grange no later than sixty (60) days prior to the annual meeting. Thirty (30) days prior to the annual meeting, the Master shall cause the mailing of copies of all properly submitted resolutions to adopt, amend or repeal Article IX of these By-Laws to each Subordinate/Community and Pomona Grange.

Improperly submitted resolutions shall be returned to the submitting Constituent Grange for correction, and, if they are not returned prior to sixty (60) days of the annual meeting they shall be held over to the next annual session unless withdrawn by the submitting Grange.

Article XXII
Definitions

22.1.1 **Board of Directors or Board** - The Board of Directors is comprised of the CEO / Master / President, Overseer / Vice-President, Secretary, plus the elected members of the Executive Committee.

22.1.2 **Delegate Body** - A group of Grange members, in good standing, who are chosen or elected by their respective Grange, which is also in good standing. This group is organized for the purpose of conducting the business of this Grange for and on behalf of the constituent members

22.1.3 **Regular Delegate** - A Regular Delegate is defined as the regularly elected Master/President, and spouse, of a Subordinate/Community or Pomona Grange, thereby providing the Grange with two votes at any meetings of this Grange.

22.1.4 **Selected Delegate** - In the event the Master/President is single or his/her spouse is unable to attend, the Grange may select a second Delegate, who is a member in good standing of that Grange, to represent the Subordinate/Community or Pomona Grange at any meeting of this Grange. This delegate will be considered the Selected Delegate and is entitled to vote on behalf of their constituent members. This action must be recorded in the minutes of the constituent Grange.

22.1.5 **Alternate Delegate** - In the event the Master/President and spouse are unable to attend any meetings of this Grange, the Subordinate/Community or Pomona Grange may select two members of their Subordinate/Community or Pomona Grange, who are in good standing, to represent their Grange at any meeting of this Grange meeting, as alternates for the Regular Delegates. This action must be recorded in the minutes of the constituent Grange.

22.1.6 **Voting Delegate(s)** - Prior to being certified as the Voting Delegate(s) for a Subordinate/Community or Pomona Grange, the members must register with this Grange. A Credential Certification must be on file, and the member must present valid picture identification that matches the Credential Certification, before being seated as a voting delegate.

22.1.7 **Grange in Good Standing** - A Grange in Good Standing is one whose quarterly dues to this Grange are not more than one quarter in arrears, and meets all the conditions for a chartered Grange.

22.1.8 **Member in Good Standing** - A Member in Good Standing is one whose dues are current with their Subordinate/Community Grange and no disciplinary action is pending as a result of a finding in a Grange Trial.