

**Compulsive Eaters Anonymous-HOW  
Northern California Central Coastal Intergroup**

**Intergroup Number 90137**

**BYLAWS**

Adopted July 17, 2014

6223 Via Casitas,  
Carmichael, CA. 95608

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**BYLAWS**  
**CEA-HOW Northern California Central Coastal**  
**Intergroup**

**Intergroup Number 90137**

**ARTICLE 1. NAME AND PURPOSE**

***SECTION 1. NAME***

The name of this organization shall be the CEA-HOW Northern California Central Coastal Intergroup (hereinafter referred to as "**Intergroup**").

***SECTION 2. PURPOSE***

- a) The specific aim and primary purpose of this Intergroup is to provide educational outreach, support, and assistance to the CEA-HOW groups within its locale, to communicate with the groups, to provide retail sales of CEA-HOW literature to individuals and groups, and to send representation to its Area Assembly.
- b) The specific aim and primary purpose of Compulsive Eaters Anonymous-HOW is to assist those persons who acknowledge their problem of eating compulsively and to aid them in the process of recovery from that disease. The general purpose and intent is to promote public and personal health and to work with and provide charitable and cultural assistance to those with the problems of compulsive eating and food addiction.

**ARTICLE 2. OFFICES**

***SECTION 1. SERVICE AREA***

The Intergroup provides services to individuals and groups within the Northern California Central Coastal area.

***SECTION 2. PRINCIPAL OFFICE***

The principal office of the organization for the transaction of its business is located in the city where the current Intergroup Treasurer resides. This address will be kept current with the World Service Office, Area, and Intergroup Representatives." The current address 6223 Via Casitas, Carmichael, CA. 95608

***SECTION 3. CHANGE OF ADDRESS***

The county of the organization's principal office can be changed only by amendment of these Bylaws and not otherwise. The Intergroup Executive Board may, however, change the principal office from one location to another within the named county by noting the changed address and

effective date below, and such changes of address shall not be deemed an amendment of these Bylaws:

Dated: \_\_\_\_\_,

\_\_\_\_\_  
Dated: \_\_\_\_\_,

\_\_\_\_\_  
Dated: \_\_\_\_\_,

**SECTION 4. OTHER OFFICES**

The Intergroup may also have offices at such other places within the State of California where it is qualified to do business as its business may require and as the Intergroup Executive Board may, from time to time, designate.

**ARTICLE 3. INTERGROUP COMPOSITION**

**SECTION 1. COMPOSITION**

- a) The Executive Board.
- b) Intergroup Representatives or IRs shall consist of one member from each group within the Intergroup.
- c) The Intergroup's Area Representative(s).

**SECTION 2. MEMBERSHIP WITH A VOICE AND NO VOTE**

- a) Any employee. (An employee who is a duly elected IR from a meeting may vote).
- b) Any member of the Fellowship who is not a duly elected representative or alternate.
- c) Any Past Area Representatives.

**ARTICLE 4. INTERGROUP REPRESENTATIVES**

**SECTION 1. QUALIFICATIONS/ELIGIBILITY FOR MEMBERSHIP**

- a) Those groups within the Intergroup that have formally registered with the World Service Office of Compulsive Eaters Anonymous-HOW and indicated their intention to belong to the Intergroup may be considered members. A group is defined as any two (2) or more persons meeting together who practice the Twelve Steps, Twelve Traditions, the HOW Concept and Seven Tools of CEA-HOW.
- b) IR's should be selected from among those members of each group who have an active relationship with a CEA-HOW sponsor, have completed the Step Up Ceremony, are firmly committed to the Twelve Steps, Twelve Traditions, the HOW Concept and Seven Tools of CEA-HOW as a program of recovery and have at least ninety (90) days of continuous abstinence.
- c) No group may be registered with another Intergroup.

**SECTION 2. ELECTION/TERM OF OFFICE**

Representatives shall be elected to their office for one (1) year, such terms to commence at the



Intergroup's Annual Meeting, or at their groups' discretion for any part of that year. A Representative may be re-elected for one (1) additional term. No meeting's Representative may be elected for more than two (2) consecutive terms. A person may be re-elected as a Representative after a one (1) year absence from the position.

### ***SECTION 3. RESPONSIBILITY***

- a) The primary responsibility of the IR, or alternate, is to represent his/her group at all Intergroup meetings, to act as a liaison between this Intergroup and their groups, to see that all communications pertaining to Intergroup are made available and when requested, read aloud to the group.
- b) Each group shall be entitled one (1) vote through it's selected IR, however, each IR present at an Intergroup meeting, shall be entitled to only one (1) vote.

### ***SECTION 4. NONLIABILITY OF INTERGROUP REPRESENTATIVES***

Intergroup Representatives shall not be personally liable for the debts, liabilities, or other obligations of the Intergroup.

### ***SECTION 5. VACANCIES OR RESIGNATIONS OF INTERGROUP REPRESENTATIVES "IRs"***

Failure of an IR or alternate to attend two (2) consecutive meetings of this Intergroup may cause their position to be declared vacant. The Intergroup meeting liaison shall notify the group of any IRs absences. Action shall be at the discretion of said group.

## **ARTICLE 5. INTERGROUP MEETINGS**

### ***SECTION 1. MEETING PLACE AND TIME***

- a) **Regular Meetings.** The Intergroup shall have 6 regular meetings each year in January, March, May, July, September and November. Meetings shall be held by phone on the third Thursday of each designated month at 7:00 PM, using the phone number and access code provided by the Intergroup Secretary. This number shall be 712.432.3066 access code 648222#, unless otherwise specified by the Intergroup secretary.
- b) **Annual Meeting.** The Intergroup's Annual Meeting shall be conducted at the regularly scheduled January meeting, or at an Annual Intergroup Workshop if that is organized and notice is given as if scheduling a special meeting.
- c) **Special Meetings.** Special meetings of the Intergroup may be called by the Intergroup's Chair or Vice Chair, or any three (3) Intergroup Representatives. The meetings will be held at a date and time designated by the individual(s) calling the meeting.

### ***SECTION 2. NOTICE OF MEETINGS***

- a) **Regular meetings** of the Intergroup may be held without notice, but the intergroup secretary will send courtesy notices whenever possible.
- b) **Special meetings** of the Intergroup shall be held upon 14 days' notice by first-class mail or 10 days' notice delivered personally or by email, telephone, or telegraph. If sent by email, first-class mail, or telegraph, the notice shall be deemed to be delivered: on its non-retuned transmission by email, deposit with the U.S. Postal Service, or on its delivery to the telegraph company. Such notices shall be addressed to each Intergroup Representative at his or her address as shown on the Intergroup membership roster as maintained by the Intergroup Secretary.

- c) **Adjourned Meetings.** Notice of the time and place of holding an adjourned meeting need not be given to absent meeting representatives if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than 24 hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Representatives absent from the original meeting if the adjourned meeting is held more than 24 hours from the time of the original meeting.

### **SECTION 3. CONDUCT OF MEETINGS**

- a) The Intergroup Chair shall preside over the meetings of the Intergroup, or, in the Chair's absence, the Vice Chair of the Intergroup. If the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting.
- b) Meetings shall be governed by the latest edition of *Robert's Rules of Order Newly Revised*, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws or with provisions of Law.
- c) Meetings will be open to CEA-HOW members who may observe but may not vote. (See Article 3, Section 2)

### **SECTION 4. QUORUM**

A quorum shall consist of two (2) Intergroup Representatives, in addition to either the Chair or Vice Chair of Intergroup and at least one (1) additional member of the Intergroup Executive Board.

### **SECTION 5. VOTING RIGHTS**

- a) Each member of the Intergroup shall have one vote.
- b) Individuals with voting rights at Intergroup meetings shall be:
1. Group or meeting Representatives
  2. Executive Board members (The Chair shall only have a vote in the event of a tie)
  3. The Intergroup's Area Representative(s)

### **SECTION 6. MAJORITY ACTION AS INTERGROUP ACTION**

- a) **Majority Action.** Every act or decision done or made by a majority of the Intergroup members present at a meeting duly held at which a quorum is present is the act of the entire Intergroup, unless specifically restricted in the Bylaws of this Intergroup or provisions of the Law.
- b) **Exception.** Any decision relating to appointment of Intergroup committees, approval of contracts, or transactions in which any Intergroup member has a material financial interest will require approval of three-fourths (3/4) of all attending members of the Intergroup.

### **SECTION 7. INTERGROUP COMMITTEES**

- a) The Intergroup may, by resolution adopted by a majority of the Intergroup Representatives present and voting at any Intergroup meeting, create one or more committees. Such committees shall not exercise the authority of the Intergroup.
- b) Each committee shall be chaired by a Meeting Representative, Area Representative, Past Area Representative, or Executive Board member, to serve at the pleasure of the Intergroup. Chairs of such committees shall be appointed by the Intergroup Chair. The Chair, Vice Chair, and Treasurer shall be *ex officio* members of all such committees, entitled to voice and vote. Such committees may consist of persons who are not also



- Intergroup Representatives, Area Representatives, or Executive Board members.
- c) Committee Chair(s) shall:
    - 1. Attend all Executive Board meetings.
    - 2. Conduct committee meetings, and report at Intergroup meetings at which committee items are discussed.
    - 3. Act as liaison between the committee and the Executive Board
    - 4. May be removed after two (2) consecutive and unexcused absences from Executive Board meetings.
    - 5. Should a vacancy, resignation or removal occur of any committee chair, all pertinent information should be turned over to the Intergroup Executive Board.
  - d) Meetings and actions of the committees shall be governed by, noticed, held, and taken in accordance with the provisions of these Bylaws concerning meetings of the Intergroup, except that the time for regular meetings of committees may be fixed by resolution of the Intergroup Executive Board or by the committee. The convening time for special meetings of committees may be fixed by the committees.
  - e) The Intergroup Executive Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

## **ARTICLE 6. INTERGROUP EXECUTIVE BOARD**

### ***SECTION 1. NUMBER OF MEMBERS***

The Intergroup shall have an Executive Board consisting of four (4) members. The number of members of the Executive Board may be changed by amendment of these Bylaws.

### ***SECTION 2. CHARGE***

The purpose of the Intergroup Executive Board is to provide support to the Intergroup's member groups consistent with the Twelve Steps, Traditions, Concepts of Service, CEA-HOW Concept, and Seven Tools, which constitute the recovery program upon which the Fellowship of CEA-HOW is founded.

### ***SECTION 3. COMPOSITION***

The Intergroup Executive Board shall consist of the Intergroup's Chair, Vice Chair (if elected), Secretary, and Treasurer.

### ***SECTION 4. POWERS***

Subject to the provisions of the laws of California, the Bylaws of CEA-HOW Incorporated, and any limitations in these Bylaws relating to action required or permitted to be taken or approved by the members of this organization, the activities and affairs of this organization shall be conducted and all organization powers shall be exercised by or under the direction of the Intergroup Executive Board.

### ***SECTION 5. DUTIES AND RESPONSIBILITIES***

- a) Each Executive Board shall serve and represent the Intergroup as a whole. The members of the Executive Board, subject to the law, are expected to exercise the powers vested in them in a manner consistent with the faith that permeates and guides the Fellowship of CEA-HOW, inspired by the Twelve Steps of CEA-HOW, in accordance with the Twelve

Traditions, Twelve Concepts of Service, and these Bylaws.

- b) Subject to the limitations in Article 6, Section 4 of these Bylaws, the Intergroup Executive Board shall direct all powers exercised by the Intergroup. Without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the Executive Board shall have the following powers and responsibilities:
1. To act as guardians of the Twelve Steps, Twelve Traditions, Twelve Concepts of Service, the CEA-HOW Concept and Seven Tools, insuring that they are not altered in any way, unless directed to do so by the CEA-HOW Inc., World Service Office.
  2. To conduct, manage, and control the affairs and business of the Intergroup and to make such rules and regulations not inconsistent with law, these Bylaws, or the action of the World Service Business Conference (hereinafter referred to as "the Conference") taken through the Delegates at the Conference.
  3. To manage in such a manner as they deem best all funds and real or personal property received and acquired by the Intergroup and to distribute, loan, or dispense with the same and the income.
  4. To call to the attention of any Meeting any violation of the Twelve Traditions which it believes an Individual or Meeting has made and to implement appropriate policies, if any, intended to deal with such violations.
  5. To provide for the retail distribution of CEA-HOW publications and translations.
  6. To furnish counsel and guidance to member Meetings.
  7. To support and guide education and attraction efforts of CEA-HOW.
  8. To provide forums for the interchange of ideas and information among Meetings and CEA-HOW service bodies.
  9. To be instrumental in carrying the CEA-HOW message of recovery to compulsive eaters.
  10. To prepare an annual report and to make it available to member Meetings.
- c) Individual Executive Board Member Responsibilities
1. Chair:
    - I. Shall preside at all regular and special meetings of this Intergroup.
    - II. Shall be responsible for establishing all Intergroup meeting agendas.
    - III. May cast the deciding vote to break a tie.
    - IV. Shall be an ex-officio member of each committee and may attend all committee meetings.
    - V. May be removed after two (2) consecutive and unexcused absences from this Intergroup's meetings.
  2. Vice Chair (if elected):
    - I. Shall serve in the absence of the Chair.
    - II. Shall assist the Chair, Secretary, Treasurer whenever needed.
    - III. May act as a liason and attend all committee meetings.
    - IV. May be removed after two (2) consecutive and unexcused absences from this Intergroup's meetings.
  3. Secretary:



- I. Shall serve in the absence of the Chair, and Vice Chair.
  - II. Shall maintain a file of all minutes of past meetings and a copy of said minutes shall be provided upon request (seven (7) days from the Intergroup and/or Executive Board meeting where they are requested.)
  - III. Shall prepare and provide minutes of the last Intergroup meeting to members of the Intergroup (Intergroup Representatives, Executive Board members, Area Representatives and active Past Area Representatives) at least two (2) weeks before each Intergroup meeting.
  - IV. Shall maintain and direct correspondence as needed (may be assisted by office staff or designated members of the fellowship.)
  - V. May distribute a notice of Intergroup meetings as described in these Bylaws. (may be assisted by office staff or designated members of the fellowship.)
  - VI. May act as a liason and attend all standing committee meetings.
  - VII. May assist in informing the World Service Office of CEA HOW of all changes in group information. (may be assisted by office staff or designated members of the fellowship.)
  - VIII. May be removed after two (2) consecutive and unexcused absences from this Intergroup's meetings.
4. Treasurer:
- I. Shall maintain a checking and/or savings account, if necessary for maintenance and dispersal of Intergroup funds, requiring two (2) signatures (may be assisted by office staff.) Except as otherwise specifically determined by resolution of the Intergroup Executive Board, checks shall be signed by the Treasurer.
  - II. Shall prepare and provide financial reports to members of the Intergroup (Intergroup Representatives, Executive Board members, Area Representatives) with actual figures (and budget figures when available) at least two (2) weeks before Intergroup meetings, including the Annual Meeting.
  - III. Shall prepare and provide a recommended annual budget each year at least two (2) weeks before the annual meeting, for presentation at the Annual Meeting.
  - IV. Shall serve as Chair of the Finance Committee.
  - V. Shall secure and provide to the Intergroup an audit of financial records before a newly installed Treasurer assumes the responsibilities. If any Treasurer serves the Intergroup for more than two years, such audits must still be secured and provided to the Intergroup a minimum of once every two years.
  - VI. May act as a liaison and attend all standing committee meetings.
  - VII. May be removed after two (2) consecutive and unexcused absences from this Intergroup's meetings.

**SECTION 6. TERM OF OFFICE**

Executive Board members shall be elected at the Annual Meeting of the Intergroup for a period of two (2) years and take office at the conclusion of the Annual Meeting. The Chair and Treasurer will be elected in odd-numbered years. The Vice Chair and Secretary will be elected in even-numbered years. Executive Board members may be appointed at any time in order to fill the remaining term created by a vacancy. Executive Board members shall serve no more than four (4) consecutive years in one position; and no more than eight (8) consecutive years on the board. An otherwise-qualified person may be reelected to the Executive Board after a two-year absence from the Executive Board.

**SECTION 7. COMPENSATION**

Executive Board members shall serve without compensation. They may, however, be allowed reasonable reimbursement of expenses which have been preapproved by the Executive Board.

**SECTION 8. QUALIFICATIONS**

Minimum qualifications for Executive Board members shall be one (1) year in the Fellowship and six (6) months of continuous recovery in CEA-HOW as evidenced by six (6) months of continuous abstinence. They should reflect the ideals of CEA-HOW by their conduct and actions in order to serve as role models to others. They must also have given away a Fourth Step Inventory; must share an active relationship with their sponsor; declare themselves to be practicing the Twelve Steps, CEA-HOW Concept, and Seven Tools and continual recovery including abstinence; and agree to comply with and be bound by all the terms and provisions of the prevailing Bylaws of this Intergroup.

**SECTION 9. PARLIAMENTARIAN**

The Intergroup Executive Board may select one from its number, other than the Chair, to serve as Parliamentarian or may appoint any qualified individual to serve as Parliamentarian. In the absence of a Parliamentarian, questions of parliamentary procedure shall be resolved by the Chair and Secretary. The Parliamentarian shall serve for a term of one (1) year, which term shall expire upon the selection of a new Parliamentarian. A Parliamentarian may serve successive terms.

**SECTION 10. RESIGNATION AND REMOVAL OF EXECUTIVE BOARD MEMBERS**

- a) Any Executive Board member may resign effective upon giving written notice to the Chair of Intergroup, unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified. A resigning Intergroup Chair shall provide such notice to the Vice Chair of Intergroup. Unless such resignation specifies otherwise, its acceptance by the Intergroup shall not be necessary to make it effective.
- b) Any Executive Board member who advises the Chair that they have returned to compulsive eating will be deemed to have resigned as of the time of receipt of such notice by the Chair.
- c) The Intergroup Executive Board may declare vacant the office of a Board Member who has been declared of unsound mind by a final order of court or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under the laws of the State of California or of the United States.
- d) If an Executive Board member shall fail to attend two (2) meetings or fail to respond to



- two (2) written consents of the Executive Board, without prior notification to the Chair and good cause therefore, his office as Executive Board member may be declared vacant by a vote of a majority of all Executive Board members.
- e) No reduction of the authorized number of Executive Board members shall have the effect of removing any Executive Board member before the established term of office expires.
  - f) Any Executive Board member may be removed by a two-thirds (2/3) majority vote of the Intergroup Executive Board.
  - g) Any Executive Board member may be removed by a two-thirds (2/3) majority vote of the Intergroup Representatives present and voting at a meeting.

### ***SECTION 11. EXECUTIVE BOARD REGULAR MEETINGS***

- a) The Intergroup Executive Board shall have regular meetings as needed, at times and dates to be determined upon four (4) days' notice by first class mail or forty-eight (48) hours' notice delivered personally or by email, telephone, or telegraph.
- b) Location of Executive Board Regular Meetings. Unless otherwise noticed in writing at least four (4) weeks in advance, meetings shall be held either at such time and place as has been designated for the regular Intergroup meeting, or by telephone conference, as agreed to by the Executive Board. In the absence of such notice, any meeting not held at the location of the Intergroup meeting, or by telephone conference, shall be valid only if held on the written consent of all Executive Board members given either before or after the meeting and filed with the Secretary or after all Executive Board members have been given written notice of the meeting as hereinafter provided for special meetings of the Executive Board.
- c) Any meeting, regular or special, may be held by email correspondence over a previously specified period of time, secured internet chat room, or conference telephone or similar communications equipment so as long as all Executive Board members participating in such meeting can hear one another.
- d) Notice of Meetings. Regular meetings of the Executive Board may be held without notice. Meetings of the Board shall be held upon four (4) days' notice by first class mail or forty-eight (48) hours' notice delivered personally or by email, telephone, or telegraph. If sent by email, first-class mail, or telegraph, the notice shall be deemed to be delivered: on its non-returned transmission by email, deposit with the U.S. Postal Service, or on its delivery to the telegraph company. Such notices shall be addressed to each Executive Board member at his or her address as shown on the Intergroup membership roster as maintained by the Intergroup Secretary. Notice of the time and place of holding an adjourned meeting need not be given to absent Executive Board members if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Executive Board absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.
- e) Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any Executive Board meeting need not be specified in the notice.
- f) Waiver of Notice and Consent to Holding Meetings. The transactions of any meeting of the Executive Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Executive Board member not present signs a waiver of notice, a consent to holding the



meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Intergroup records or made part of the minutes of the meeting.

### ***SECTION 12. SPECIAL MEETINGS***

Special meetings of the Executive Board may be called by the Chair or the Vice Chair and shall be held at the place designated by the person or persons calling the meeting.

### ***SECTION 13. QUORUM FOR EXECUTIVE BOARD MEETINGS***

- a) Except as otherwise provided in these Bylaws or by law, no business shall be considered by the Executive Board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Executive Board members present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Executive Board.
- b) A quorum shall consist of a majority of the currently elected Executive Board members.
- c) When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken.
- d) The Executive Board members present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Executive Board members from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law or the Bylaws of this Intergroup.

### ***SECTION 14. MAJORITY ACTION AS EXECUTIVE BOARD ACTION***

Every act or decision done or made by a majority of the Executive Board present at a meeting duly held at which a quorum is present is the act of the Intergroup Executive Board, unless specifically restricted in the Bylaws of this organization or provisions of the Law. Any decision relating to appointment of committees, approval of contracts, or transactions in which any Executive Board member has a material financial interest will require unanimous approval of all current members of the Executive Board.

### ***SECTION 15. CONDUCT OF EXECUTIVE BOARD MEETINGS***

- a) The Chair shall preside at meetings of the Intergroup Executive Board. In the Chair's absence, the Vice Chair shall preside. If there is no Chair or Vice Chair present, then the secretary shall preside. If the Secretary is absent, the presiding officer shall appoint another person to act as Secretary of the Meeting.
- b) Meetings shall be governed by the latest edition of *Robert's Rules of Order Newly Revised*, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws or with provisions of Law.
- c) Meetings will be open to CEA-HOW members who may observe but may not vote.

### ***SECTION 16. NOMINATION OF EXECUTIVE BOARD MEMBERS***

The nominations for Executive Board membership shall be made by the voting members of the Intergroup.

**SECTION 17. ELECTION OF EXECUTIVE BOARD MEMBERS**

- a) To be eligible for election, a nominee must be qualified and must attend the meeting either in person or by phone, or with prior authorization from the Executive Board, via document, before the voting representatives of the registered groups present at the time of the election.
- b) To be elected, each nominee must receive a majority vote of the voting representatives of the registered groups present at the time of the election.
- c) The newly elected Executive Board member(s) shall take office immediately at the conclusion of the meeting at which they were elected.

**SECTION 18. NONLIABILITY OF EXECUTIVE BOARD MEMBERS**

Executive Board members shall not be personally liable for the debts, liabilities, or other obligations of the Intergroup.

**SECTION 19. INDEMNIFICATION BY INTERGROUP OF OFFICERS, EMPLOYEES AND OTHER AGENTS**

- a) To the extent that a person who is, or was, an officer, employee or other agent of this organization has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the organization, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.
- b) If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this organization but only to the extent allowed by, and in accordance with the requirements of the laws of the State of California governing nonprofit organizations.

**SECTION 20. INSURANCE FOR INTERGROUP AGENTS**

The Intergroup Executive Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the organization (including an officer, employee or other agent of the organization) against any liability other than for violating provisions of law.

**ARTICLE 7. EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS****SECTION 1. EXECUTION OF INSTRUMENTS**

The Intergroup Executive Board, except as otherwise provided in these Bylaws, may by resolution authorize any agent of the organization to enter into any contract or execute and deliver any instrument in the name of and on behalf of the organization, and such authority may be general or confined to specific instances. Unless so authorized, no agent or employee has any power or authority by and contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.



**SECTION 2. CHECKS AND NOTES**

Except as otherwise specifically determined by resolution of the Intergroup Executive Board, or as otherwise required by law, checks, drafts, promissory notes, orders for payments of money and other evidence of indebtedness of the organization shall be signed by the Treasurer and/or the other person authorized to sign on the account.

The Treasurer shall maintain a checking and/or savings account, as necessary for maintenance and dispersal of Intergroup funds, requiring two (2) authorized signatures on the account(s). Individual checks shall require only one signature. Except as otherwise specifically determined by resolution of the Intergroup Executive Board, checks shall be signed by the Treasurer.

**SECTION 3. DEPOSITS**

All funds of the organization shall be deposited from time to time to the credit of the organization in such banks, trust companies, or other depositories as the Intergroup or its Executive Board may select.

**SECTION 4. GIFTS**

The Intergroup or its Executive Board may accept on behalf of the organization unrestricted contributions up to ten thousand dollars (U.S.) (\$10,000.00 U.S.) per year from individuals who have been members in CEA-HOW. Contributions will not be publicly recognized.

**ARTICLE 8. RECORDS AND REPORTS****SECTION 1. MAINTENANCE OF ORGANIZATION RECORDS**

- a) The organization shall keep at its principal office, or at the address of the Intergroup Secretary:
  - i. Minutes of all meetings of the Intergroup, its Executive Board, and committees. The minutes will indicate the time and place of such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
  - ii. A copy of the organization's Bylaws as amended to date, which shall be open to inspection at all reasonable times as determined by the Intergroup.
- b) The organization shall keep at its principal office, or at the address of the Intergroup Treasurer:
  - 1) Adequate and correct books and records of account, including accounts of its properties and business transactions, and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

**SECTION 2. INSPECTION RIGHTS**

Every Intergroup Representative shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the organization.

**SECTION 3. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts. The organization may



charge anyone who requests a copy of any record open to inspection.

#### **SECTION 4. ANNUAL REPORT**

- a) The Executive Board shall cause an annual report to be furnished not later than ten (10) days after the close of the organization's fiscal year to all Registered Meetings of the Intergroup via their Intergroup Representative. Such report shall contain the following information in appropriate detail:
  - i. The assets and liabilities, including trust funds, of the organization as of the end of the fiscal year;
  - ii. The principle changes in assets and liabilities, including trust funds, during the fiscal year;
  - iii. The revenue or receipts of the organization for the fiscal year;
  - iv. The expenses or disbursements of the organization for the fiscal year.
- b) The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the organization that such statements were prepared without audit from the books and records of the organization.

#### **ARTICLE 9. FISCAL YEAR OF THE INTERGROUP**

The fiscal year of the Intergroup shall begin on the first day of January 1<sup>st</sup> and end on the last day of December 31<sup>st</sup>.

#### **ARTICLE 10. FINANCES**

##### **SECTION 1. PROCEDURE**

- a) Accounting procedures shall follow all generally accepted accounting principles.
- b) Financial statements to the Intergroup Executive Board and all Registered Meetings shall be clear and easy to understand to prevent confusion and misinterpretations.
- c) Any member of the Executive Board or Intergroup Representative is entitled to examine the accounting records of the Intergroup's Office and any question concerning the finances is to be answered promptly by staff.

#### **ARTICLE 11. INTERGROUP ASSETS**

- a) No participant of any local Meeting which is associated with CEA-HOW and no officer or employee or member of a committee of or person connected with the Intergroup, or any other private individual, shall receive at any time any earnings or pecuniary profit from the operations of the Intergroup; provided that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Intergroup in effecting any of its purposes as shall be fixed by the Intergroup Executive Board; and no such person or persons shall be entitled to share in the distribution of any of the assets upon the dissolution of the Intergroup.

- b) All participants of local Meetings which are associated with CEA-HOW shall be deemed to have expressly consented and agreed that, upon such dissolution or winding up of the affairs of the Intergroup, whether voluntary or involuntary, the assets of the Intergroup then remaining in the hands of the Intergroup Executive Board, after all debts have been paid, shall be divided and paid over in such amounts as the Board of Directors of CEA-HOW, Inc., may determine.

## **ARTICLE 12. BYLAWS AMENDMENTS**

- a) The Intergroup Representatives may amend these Bylaws by a 2/3 majority vote of Intergroup Representatives present at a duly noticed meeting of the Intergroup.
- b) Amendments to these Bylaws shall be effective at the close of the fiscal year except as otherwise specified.

## **ARTICLE 13. PHILOSOPHY**

### ***SECTION 1. PHILOSOPHY***

This Intergroup subscribes to the Philosophy of CEA-HOW, Inc., as set forth in the CEA-HOW, Inc., Bylaws, Part B, Philosophy (and as amended in the future), consisting of the Twelve Steps, the Twelve Traditions, the Twelve Concepts of Service, the CEA-HOW Concept, and the Seven Tools.

### ***SECTION 2. ROLE***

This Intergroup agrees to fulfill the roles of a CEA-HOW Intergroup and to abide by the rules and expectations of a CEA-HOW Intergroup as provided in the CEA-HOW, Inc., World Service Bylaws, Part C, Organizational Structure.

### ***SECTION 3. DUTIES***

This Intergroup understands that failure to make a good faith effort to comply with the CEA-HOW World Service philosophy or that any attempt to modify the CEA-HOW World Service philosophy may result in its being unregistered by a majority vote of the Board of Directors of CEA-HOW, Inc.

### ***SECTION 4. RESPONSIBILITY***

- a) This Intergroup understands that CEA-HOW, Inc., is not responsible for any act, omission, or debt of any of its member Intergroups.
- b) This Intergroup understands that CEA-HOW, Inc., is not responsible for oversight, discipline, or management of any Intergroup. CEA-HOW, Inc., through a request made to the Intergroup Executive Board may require a report, explanation, accounting, or formal audit of any aspect of any operation of this Intergroup.

### ***SECTION 5. COMMENTS***

- a) Any officer or member of the CEA-HOW, Inc., Board of Directors may attend any meeting of the Intergroup to observe and comment but may not vote.



- b) This Intergroup understands that CEA-HOW, Inc., may comment or make a recommendation with respect to any aspect of the operation of an Intergroup, including the performance, action, or status of any officer or employee of the Intergroup. Such comment or recommendation may be oral or written and may be made to the leadership of the Intergroup, to any employee of the Intergroup, to any member group of the Intergroup, to the Area or other organization to which the Intergroup belongs, to any other CEA-HOW Meeting, Intergroup, Area, or other CEA-HOW organization, to any other interested party, to any appropriate regulatory authority, or to the public as may be advisable in CEA-HOW's sole discretion without any liability on behalf of CEA-HOW, Inc. Any individual associated with CEA-HOW, Inc., who wrongfully, intentionally, and maliciously abuses this right to comment and make recommendations shall be solely liable as an individual under the law. Any comment or recommendation made in good faith to remedy a perceived problem or to prevent any possible harm or problem shall not be grounds for liability.

### ***SECTION 6. LIABILITY***

If this Intergroup involves CEA-HOW, Inc., in any dispute, legal process, or litigation, it must reimburse CEA-HOW, Inc., for any legal expenses incurred, any damages incurred, or any settlements or awards paid.

### ***SECTION 7. AREA ASSEMBLY***

- a) The Intergroup shall send Area Representatives (ARs) to the Area Assembly. The ARs and Alternates shall be elected from the Intergroup's qualified members. Elections shall be held at the Intergroup's Annual Meeting, or at least one hundred twenty (120) days before the Area Assembly, or as agreed at an Intergroup meeting by the voting members of the Intergroup. The Intergroup will immediately forward names and addresses of ARs and Alternates to the Area Chair.
- b) Term of Office. ARs will serve two-year terms, but may not serve more than eight (8) years. When terms of office adopted by the Intergroup conflict with that of the Area, the Area's standard shall prevail.
- c) The Intergroup shall be entitled to send one (1) qualified AR for up to the first seven (7) groups it represents and one (1) AR for each additional ten (10) groups or any fraction thereof. When the number of ARs the Intergroup is entitled to send conflicts with guidelines provided by the Area, the Area's standard shall prevail.
- d) The minimum qualification for ARs is one (1) year of service above the Group level. Further qualifications may be set by the Area and/or the Intergroup. When qualifications adopted by the Area and Intergroup conflict, the more rigorous standard shall be the requirement. The intergroup recommends that AR's have the qualifications required for service as a CEA HOW Delegates.<sup>1</sup>

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a) <sup>1</sup> CEA HOW Delegate Qualifications (from CEA-HOW, WSO Bylaws Art. 22, Sec. 3 (c) Page 37 (Revised June 8, 2013), as follows:

(c) Qualifications/Selection of WS Business Conference Delegates/alternates shall be:

1. Three (3) years in the Fellowship;
2. Two (2) years of service above the meeting level;
3. Attendance as an Area Representative in at least one (1) Area Assembly;

- e) The responsibilities of the Area Assembly Representative(s) include:
  - i. Attend and report on all Area Assembly meetings.
  - ii. Meet all qualifications and requirements outlined in Area One's Bylaws.
  - iii. Act as a liason between Area Assembly and the Intergroup and/or Executive Board.
  - iv. May be removed after two consecutive and unexcused absences from this Intergroup's meetings.
- f) Should a vacancy, resignation or removal of an Area Representative(s) occur, all pertinent information should be turned over to the Intergroup Executive Board. Qualifications for Delegates to the CEA-HOW World Service Business Conference are set by CEA-HOW, Inc.
- g) When an AR vacancy occurs, the Alternate immediately assumes the service as an Area Representative to complete the original term.
- h) If the Alternate is unable to serve, the Intergroup's Executive Board will appoint an AR to fill the remaining term.

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- 4. Two (2) years of continuous recovery in CEA-HOW as evidenced by two (2) years continuous abstinence;
  - 5. Should visibly reflect the ideals of CEA-HOW in order to serve as a role model to others;
  - 6. Must also be a qualified CEA-HOW Food, Inventory & Step Sponsor;
  - 7. Must share an active relationship with their sponsor;
  - 8. Declared themselves as practicing the Twelve Steps, CEA-HOW Concept and Seven Tools to the best of their ability;
  - 9. Be committed to the Twelve Traditions and Concepts of Service of CEA-HOW to be affirmed on their Delegate application forms;
  - 10. Permission for any exception in qualifications for valid reasons, if deemed credible by the Directors, may be granted by the Board of Directors upon proper receipt of an application to the World Service Office.

d) Upon election or appointment, each Delegate shall make a commitment of adherence to the Twelve Steps, Twelve Traditions, Twelve Concepts of Service, CEA-HOW Concept, Seven Tools and continual recovery including abstinence, completed and read to their sponsor the CEA-HOW *Twelve Tradition Study Guide* within six (6) months of becoming a delegate and that he or she agrees to comply with and be bound by all the terms and provisions of the prevailing CEA-HOW, Inc. Bylaws.



### WRITTEN CONSENT OF INTERGROUP OFFICERS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the present Intergroup Officers in the Northern California Central Coastal Intergroup of Compulsive Eaters Anonymous-HOW, and pursuant to the authority granted to the Officers by Intergroup Representatives, adopt the foregoing Bylaws, consisting of 17 pages, as the Bylaws of this organization.

Gaby S., CHAIR

S/ *Gaby S.*

\_\_\_\_\_, VICE CHAIR

S/ \_\_\_\_\_

Chris J., TREASURER

S/ *Chris J.*

Nancy E., SECRETARY

S/ *Nancy E.*

### CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the organization named in the title thereto and that such Bylaws were duly adopted by the Intergroup Representatives of said organization.

Dated: 9-28-14

S/ *Nancy E.*  
Secretary