

# **SANGER WARRIORS FASTPITCH SOFTBALL BYLAWS**

## **ARTICLE I. NAME OF ORGANIZATION**

### **Section 1. Corporate Name**

The name of the corporation is SANGER WARRIORS FASTPITCH SOFTBALL.

## **ARTICLE II. CORPORATE PURPOSE**

### **Section 1. Specific Purpose**

To provide a safe and competitive environment for girls within Sanger and the surrounding communities to learn and enjoy the game of fastpitch softball. To provide an opportunity to grow using teamwork, dedication, perseverance, sportsmanship, passion, and hard work on the field. To promote confidence, leadership, self-esteem, integrity, and respect off the field. To use sport to develop representatives, role models, and outstanding citizens for themselves, their communities, and their peers. Creating high character student athletes who learn life values while creating long lasting memories and friendships. To instill in each player, parent, coach, volunteer, and any stakeholder within our organization an attitude and a set of values that they can take with them for the rest of their lives. To live like a Warrior.

## **ARTICLE III. BOARD OF DIRECTORS**

### **Section 1. Members**

The membership of the corporation shall consist of the members of the Board of Directors. There is no rank or ladder of command. All Board of Directors members have equal power and votes.

### **Section 2. General Powers**

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and property of the Corporation.

### **Section 3. Number, Tenure, Requirements, and Qualifications**

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) nor more than fifteen (15).

The members of the Board of Directors shall, upon selection, immediately enter their duties and shall continue in office until their successors shall be selected or they resign (Article III, Section 5), are removed (Article III, Section 6), terminated (Article III, Section 6), or forfeit (Article III, Section 7). All members of the Board of Directors must be approved by a two-thirds (2/3) vote. No vote on new members of the Board of Directors, shall be held unless a quorum of the Board of Directors is present as provided in Article IV, Section 4.

No two members of the Board of Directors related by blood and/or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.

Each member of the Board of Directors shall attend no less than nine (9) regular meetings per year.

Board members serve until they resign their post (Article III, Section 5), are removed or terminated by the board (Article III, Section 6), forfeit (Article III, Section 7), or fail to meet the eligibility requirements (Article III, Section 4) for the prior three (3) months.

Board members cannot have children playing softball for other organizations, unless granted an exception by the board of directors.

#### **Section 4. Application & Eligibility for Membership**

Application to be on the board of directors is only possible when there is an opening either by expansion of the board or by a current member vacating their seat. Application for board membership shall be open to any adult with a child currently on a team within the organization. The applying adult must also be a current resident, property owner, business operator, or employee in the County of Fresno, in the state of California. The applying adult must also support the purpose statement in Article II, Section 1. Membership is granted after completion and receipt of a membership application and upon a two-thirds (2/3) passing vote of the current board.

#### **Section 5. Resignation**

Any member may resign, therefore vacating their board seat, by filing a written letter of resignation with the board at a board meeting. Resignation shall not relieve a member of any ongoing duties or responsibilities until a replacement is decided upon and in place.

#### **Section 6. Removal or Termination**

Any member of the Board of Directors may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the full members of the Board of Directors if in their judgment the best interest of the Corporation would be served thereby. Each member of the Board of

Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Article III, Section 3 in these by-laws automatically forfeit their positions on the Board pursuant to Article III, Section 7. Members of the Board of Directors who are removed or terminated are not entitled to the procedures outlined in Article III, Section 5.

Any board member whose child plays for another fastpitch sanctioned softball team or organization (not including school or board granted exceptions) shall automatically forfeit their position on the Board of Directors. Request for exceptions must be brought to the board no less than 30 days from the scheduled event and must be approved by a majority vote at a board meeting.

### **Section 7. Forfeiture**

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Article III, Section 3 shall forfeit his or her seat on the Board after a vote of forfeiture has been called for by a simple majority of board members and the forfeiture passes by a three-fourths (3/4) majority at a board meeting. Once a vote of forfeiture has been called, the member in question of forfeiture loses all voting powers. If called for and passed, the board shall notify the forfeiting member in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Article III, Section 3 are not entitled to the procedures outlined in Article III, Section 5.

### **Section 8. Compensation**

Members of the Board of Directors shall not receive any compensation for their services as Directors.

### **Section 9. Confidentiality**

Directors shall not discuss or disclose information about the Corporation or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Corporations' purposes, or can reasonably be expected to benefit the Corporation. Directors shall use discretion and good business judgment in discussing the affairs of the Corporation with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Corporation.

Each Director shall execute a confidentiality agreement consistent herewith upon being appointed to the Board of Directors.

## **Section 10. Parliamentary Procedure**

Any question concerning parliamentary procedure at meetings or rules and issues not specifically covered in these bylaws shall be determined by reference to Robert's Rules of Order (11<sup>th</sup> Edition).

# **ARTICLE IV. COMMUNICATION, MARKETING, AND SOCIAL MEDIA**

## **Section 1. Correspondence**

All official correspondence will be through the organization's official e-mail account, SangerWarriors@Gmail.com, and not through any private or personal e-mail account(s). Any other e-mail or digital communication does not represent the will of the board and/or will be deemed null and void.

The Board of Directors can only be represented by the organization's e-mail account or by written letter. Any communication representing the organization or the Board of Directors using other means must be approved by majority vote of the board or have unanimous consent (Article VI, Section 3).

All official communication must be time and date stamped.

Team lists of contact information shall be maintained by the Board of Directors and may be shared with coaches.

All parents with players in the organization are required to have up to date contact information and emergency contact numbers.

## **Section 2. Marketing**

All official marketing shall be organized, coordinated, and carried out by the Board of Directors.

Use of official organization social media accounts as a means of marketing the organization shall always promote the organization in a positive manner.

Banners and anything with any of our images or names are required to be approved by the Board of Directors.

The Board reserves the right to appoint a point of contact or a coordinator for teams that wish to market themselves.

Teams within the organization may market themselves in a positive manner, but the Board has final discretion on all marketing decisions.

### **Section 3. Social Media**

The organization shall maintain an official website, Facebook page, Instagram account, Twitter account, YouTube page, and e-mail address.

Any future team or organization social media accounts must be approved by the board.

All future approved social media accounts will have an appointed coordinator, who is approved by the Board of Directors.

The main purpose of any social media account is to promote the organization and its players.

No board member, coach, parent, or player shall create an official organizational social media account, page, or site without approval from the Board of Directors.

Pictures, videos, and images of players within or organization can only be used and posted if the Parental Image Usage Agreement has been signed.

The rights of the images, photos, and videos are property of the creator (as indicated by law) and can only be used or posted with the creator's permission.

Players, parents, and coaches can be disciplined, up to and including removal, for using social media in a negative or offensive way, as determined by the Board of Directors. The disciplinary action will be determined by the Board of Directors.

## **ARTICLE V. MEETINGS OF MEMBERS**

### **Section 1. Regular Meetings**

Regular meetings of the members shall be held monthly, at a time and place designated and coordinated by the Board of Directors.

Meeting minutes will be drafted and available upon demand within forty-eight (48) hours of meeting adjournment.

### **Section 2. Special Meetings**

Special meetings may be called for by any member of the board and require a simple majority of the board of directors.

### **Section 3. Notice of Meetings**

Digital or voice notice of each meeting shall be given to each voting member, by digital device, by phone, or in person, not less than ten (10) days prior to the meeting, unless a special meeting is called.

#### **Section 4. Quorum**

The presence, in person of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

#### **Section 5. Agenda**

The agenda of every Board of Directors meeting will be sent with the meeting notification no later than ten (10) days prior to the meeting.

The agenda will be voted on approved by a majority of the Board of Directors at the beginning of any meeting.

Members can add any items to the agenda at any time, however if after the ten (10) day meeting notification has already been sent, then that item will need to be amended to, approved by majority vote, and added to the agenda at the actual meeting.

#### **Section 6. Process**

The process of a Board of Directors meeting shall be as follows:

1. Meeting called to "In Session"
2. Adoption of Agenda
3. Agenda Items
4. Open Forum
5. End Meeting Motions
6. Meeting called to "Adjourned"

### **ARTICLE VI. VOTING**

#### **Section 1. Meeting Voting**

All issues to be voted on shall be decided by a simple majority, unless otherwise noted here within these bylaws, at the meeting in which the vote takes place.

A show of hands is sufficient for an aye or no vote.

Once a vote has been cast it cannot be changed unless a new item is brought forth before the board at another meeting.

#### **Section 2. Items or proposals**

All items and proposals must be on the agenda prior to an actual vote.

Proposals or items do not need to be written if they are clear. Any member can call for a written proposal or item if needed before a vote. If written request is in action, then no vote will take place until item or proposal is clearly written and accepted by Board.

Once an item has been voted on it cannot be voted on again at the same meeting, and will need to be added to the agenda of another meeting.

### **Section 3. Unanimous Consent**

Items, proposals, motions, or amendments can be accepted by Unanimous Consent if there are no objections by Board members. If any member objects, then Unanimous Consent is void and item may be added to regular agenda and proceed as needed.

### **Section 4. Motions**

Motions are votes from item or proposal.

Any new motions can be brought to the floor during the “End Meeting Motions” portion of the board meeting by any member and voted on with any headlining agenda item, but must be germane and relevant to an agenda headlining item.

Only one motion may be on the floor at a time. Another motion may be brought before the floor after the vote on current motion has concluded.

### **Section 5. Heated Debate**

Any member of the Board may call for the heated debate clause. If called for, the item being discussed will be debated using speech turn rules. In this event, each member wishing to speak will raise hand and debate the item when called upon in alphabetical order by last name. If no further debating is requested, then a vote or delay of item will be called by the board. After item has been voted on or delayed, then heated debate clause ends until called upon again by board members during another item being debated.

### **Section 6. Time Limits**

Each board member will have five (5) minutes to debate for or against an item.

Time limit extensions can be granted by the Board, if requested by speaking member, and receiving a majority passage.

A rebuttal of two (2) minutes will be automatically granted if requested by a member to speak on an item that they have already debated on.

## **ARTICLE VII. – Conflict of Interest and Compensation**

### **Section 1: Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Sanger Warriors Fastpitch Softball) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Section 2: Definitions**

a. Interested Person

Any director or member, who has a direct or indirect financial interest, as defined below, is an interested person.

Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board of Directors decides that a conflict of interest exists.

### **Section 3. Procedures**

- a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination

of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest

1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. After exercising due diligence, the Board of Directors shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violations of the Conflicts of Interest Policy

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Section 4. Records of Proceedings**

The minutes of the Board of Directors shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors decision as to whether a conflict of interest in fact existed.

- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

### **Section 5. Compensation**

- a. A voting member of the board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

### **Section 6. Annual Statements**

Each director shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the organization is nonprofit and in order to maintain its tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **Section 7. Periodic Reviews**

To ensure the organization operates in a manner consistent with nonprofit purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Section 8. Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, Section 7, the organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

# **ARTICLE VIII. IDEMNIFICATION**

## **Section 1. General**

To the full extent authorized under the laws of the state of California, the corporation shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the corporation, or any person who may have served at the corporation's request as a director or officer of another corporation (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

## **Section 2. Expenses**

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

## **Section 3. Insurance**

The corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under this Article.

## **ARTICLE IX. BOOKS AND RECORDS**

### **Section 1. Records**

- a. The corporation shall keep complete books on all accounts going back at least seven (7) years.
- b. The corporation shall keep minutes of all the proceedings of the Board of Directors going back at least five (5) years.
- c. Minutes may be posted and will be available to the public on demand
- d. Personal accounts are available on demand for the parties that those personal accounts refer to. Individuals or parties who want records or current information about their account(s) may request this information from any member of the Board of Directors. The requested information should be provided to the requesting party within forty-eight (48) hours of request. The Board of Directors may vote to extend the timeline by another forty-eight (48) hours if time is needed to make sure that all information meets all applicable laws.
- e. Any balances and/or transaction records, that do not include private or personal information, and that do not violate any privacy laws are available on demand. The requested information should be provided to the requesting party within forty-eight (48) hours of request. The Board of Directors may vote to extend the timeline by another forty-eight (48) hours if time is needed to make sure that all information meets all applicable laws.
- f. All accounts and books will be kept digitally and backed up quarterly using approved software by the Board of Directors.
- g. Fundraising activities and totals will be available on request and kept on record for at least five (5) years.
- h. Only Coaches or Parents with players in the organization can request the allowed financial information as outlined in Article IX, unless otherwise allowed by law.

## **ARTICLE X. PLAYERS, COACHES, AND PARENTS**

### **Section 1. Safety**

- a. Safety of all parties involved is the most important priority of this organization.
- b. Players and parents are required to inform coaches of any existing or new injuries before participating in any team functions.
- c. Players are to wear any required safety equipment when required.

- d. Defensive face shields/masks are recommended for all players on the field. However, they are not required unless while playing under a sanctioning body that requires such.
- e. Players are required to maintain safe spaces including, but not limited to: dugouts, bags, fields, facilities, among others.
- f. Players shall not be pushed, coerced, or threatened into any action resulting in feeling intimidated into playing at any time, while communicating that they may be injured.
- g. If a player seems injured for any reason, the coach or coaches are required to ask player if they can continue to participate. If the player responds they cannot, then that player will be immediately removed from participation.
- h. Depending on the extent of the injury the coaches shall maintain continual visual contact on the injured player and that player shall be reevaluated every five (5) minutes until the player says, "I am good." or more serious medical attention is needed and obtained.
- i. Players shall prepare themselves for the physical stresses of the game by including, but not limited to: drinking plenty of water (staying hydrated), maintaining a nutritious intake of food, participating in minimal physical activity and exercise to train, among others.
- j. Any player in violation of Article X, Section 1 can be removed from their team by coaches and a majority vote of the Board of Directors.

## **Section 2. Players**

### **a. Guest Playing**

aa. All guest players playing with a team within our organization must be cleared by the board of directors.

ab. Any player guest playing for teams outside of our organization shall not be covered under our insurance.

ac. It is recommended, that if possible, in a case where team(s) within our organization need a guest player(s), that they use available and eligible players already in our organization.

ad. If a player is injured while guest playing, they will still be responsible for the tournaments listed on the schedule, for which they have been billed and any future tournaments within the season until August 1<sup>st</sup>, and any amounts or charges that were already billed and due in player's account.

- ae. Player's whose parents/guardians are members of the board of directors are ineligible to guest play for another organization but are eligible to guest play within our organization.
- b. Players are selected by the Head Coach and/or staff of the team they are trying to join by any means the coaches decide.
- c. Players are required to sign the Player Agreement prior to participating in any team function, except in tryouts or events or functions in which they are not yet with the organization.
- d. Players are expected to be at all team functions unless otherwise coordinated or discussed with coaches of that team.
- e. Players are expected to be on time to all team functions, unless otherwise coordinated with the coaches of that team.
- f. Players are expected to be respectful, courteous, and good citizens when they are representing the organization in any form or matter.
- g. Players are expected to maintain good grades and achieve high on all educational matters. Removal or suspension due to poor behavior in school or grades can be determined by coaches on their team and/or by Board of Directors.
- h. Players should express any non-injury concerns to their parent(s) before relating them to coaches, unless law or circumstance requires immediate interaction by coaches
- i. Players are expected to maintain a positive attitude when participating in team functions.
- j. Bad attitudes, as deemed by the coaches of that team, may result in benching during game and/or future games.
- k. Players can be cut from their team by coaches of that team, with justified reason. Players shall be notified in person if they are being cut from their team and given the reason for the decision in writing. A copy of the cut letter will be filed with the Board of Directors. The Board of Directors may override the cut decision with a three-fourths (3/4) vote.
- l. A player can leave/quit their team at request, but they are required to fulfill all financial commitments as described throughout Article XI.
- m. Any customization of equipment must be approved before being used in any organization events, games, functions, and all other activities while representing the organization.

### **Section 3. Coaches**

- a. Coaches are required to sign the Coaches Agreement form with the organization.
- b. Head Coaches are selected by a majority vote of the Board of Directors.

- c. Head Coaches select other staff for the team that they are on, but appointment of other staff can be blocked by a majority vote of Board of Directors.
- d. Head Coaches make all decisions about games, practices, lineups, playing time, and anything directly related to on the field play, unless the Board of Directors deems it necessary to intervene.
- e. All coaches, including Head Coaches, can be removed by the Board of Directors at any time for any reason with a three-fourths (3/4) vote.
- f. Coaches, players, and parents are expected to put education first.
- g. Coaches are required to apply and be governed by these bylaws.
- h. Coaches are expected to maintain a positive attitude when participating in team functions.
- i. Coaches are expected to the promote and relay the purpose statement of this organization.
- j. Coaches are required to follow all laws; Local, State, Federal, and others.
- k. Coaches are required to report any issues, concerns, problems, or incidents to a member of the Board of Directors.
- l. Coaches should avoid all conflict and/or violence, unless the safety of the players is at risk.
- m. Coaches are not allowed to use foul language when talking with players or while participating in team functions.
- n. Coaches are required to return any organization equipment in normal worn condition.
- o. If coaches are terminated, removed, or resigned then they are required to return all equipment or assets to the organization. If items are not returned then that person will be billed in full for the full value of the item on the current market. If equipment has been lost and no one can be found to be responsible for the loss of equipment, then all coaches on the staff of that team will share the monetary responsibility equally. Any compensation is due within 48 hours of removal action.
- p. Coaches have no say in administrative items of the organization.
- q. Coaches should not be involved in any monetary transactions, unless that transaction is immediately transferred to a board member.
- r. Coaches are expected to check all equipment before playing in games to make sure that it is legal according to the sanctioning body for which they are playing under.
- s. Coaches are required to maintain knowledge of and be aware of all updated rules of any sanctioning body in which it's teams play.

t. A Warriors rostered team, unless otherwise granted an exception from the Board, must be registered and compete in (at minimum) one sanctioned body tournament a month from one of these sanctioning bodies: NSA, AST, Triple Crown, Superior Showcase, PGF, USSSA, or USA. Friendlies do not count as such against the minimum.

u. A Warriors rostered team, unless otherwise granted an exception from the Board, must schedule at least two practices within a week (Sunday through Saturday). The practice must be at least a minimum of one hour.

#### **Section 4. Parents**

a. Parents are required to sign the Parent Agreement form with the organization.

b. Parents are expected to sign the Parental Image Usage Agreement with the organization.

c. Parents shall be respectful, courteous, and positive when representing the organization or team.

d. Parents shall not use foul language while at team functions.

e. Parents shall not argue with the Umpires, Coaches, Opposing fans, or Players during, before, or after games.

f. Parents shall not enter the dugout, unless given permission by coaches of that team.

g. Parents are expected to meet all financial obligations within the organization.

h. Parents should not complain or voice concerns to coaches before, during, or after a game. There is a twenty-four (24) hour cooldown period. If after twenty-four (24) hours has passed since the last game has been played and the parent still has a concern, they should contact any coach on the staff and let them know of their concern. If after another twenty-four (24) hours the parent still has concern even after voicing concern to coaching staff, then they may approach a board member about their concern, with the knowledge that the coaching staff has priority of matters as relates to the field of play.

i. Parents are expected to keep all concerns or matters as relates to the organization confidential, unless it promotes or markets the organization in a positive way that promotes our purpose statement and is in the best interest of the organization.

j. Actions of the parents can affect the status of their player(s) with their team.

k. Parents can appeal to the board of directors for any matter, with knowledge that the coaching staff has priority of matters as relates to the field of play.

l. Parents are expected to coordinate or contact coaches when their player cannot make a practice, game, tournament, event, or any other team function.

m. Parent Contract, Player Contact, or any other required forms to participate within the organization are responsibilities of the players and corresponding parents/guardians. Ignorance of these required forms or failure to sign and turn in completed copies does not exempt the players, parents/guardians, coaches, or parties from the requirements listed in the forms. Disciplinary action for failure to turn in required forms can be determined by coaches or board of directors and can affect the players status with the team.

## **ARTICLE XI. FUNDRAISING AND MONETARY ITEMS**

### **Section 1. Fundraising**

- a. Fundraising will be coordinated by the Board of Directors.
- b. All money fundraised will be gathered together in an organizational pool and spread throughout the organization.
- c. Money fundraised will not go to individual accounts or players.
- d. All fundraising totals will be available at the end of a given fundraiser and upon request, as mentioned in Article IX.
- e. The Board of Directors can appoint a coordinator or point of contact within each team.
- f. Each player will be expected to hit a minimum level on every fundraiser as determined by the Board of Directors.
- g. Constant failure to participate in fundraisers may result in disciplinary action, up to player removal by the Board of Directors.

### **Section 2. Monetary Commitments**

- a. Each parent with a player in the organization should expect to contribute some monetary expectations (i.e. cash, credit, or others) when it comes to participating in our organization.
- b. The organization will do it's best to make affordability a top priority for its parents.
- c. Tournaments and other events will be determined and coordinated by the Coaches and Board of Directors. Based on the cost of these tournaments and the expected number of players, the cost will be divided evenly amongst the players. The parents/guardians of the players are expected to pay this amount in full; one (1) month prior to the start date of the scheduled event for scheduled events AND ten (10) days prior to the start date of a previously unscheduled event that is scheduled with less that the thirty (30) days before the start of the event.
- d. Billing Date and Collection Due Date are two different things. Billing Date is the date that the organization charges the player's account for any event, item, or miscellaneous charge.

Collection Due Date is the date that the money is due to be paid in full to the organization by the parent(s) or guardian(s) of the player.

e. All billing for scheduled tournaments and/or other events will or may be billed at the beginning of the respective season.

f. Once a charge has been billed to a player's account, the parent(s) or guardian(s) are responsible for paying the charge in full.

g. Player's cannot play in any event if they have a negative balance of forty (\$40) dollars or more in their account, unless a waiver is granted by a majority of the board of directors.

h. Player's cannot be released unless their account is in good standing.

i. Once billed, the amount billed is due plus any previous balance that was owed.

j. Players may be expected to pay start up fees during the start of any season of play: Spring, Summer, and/or Fall.

k. Any equipment or items provided to players are expected to be returned upon the player quitting or being cut. Any equipment not returned will result in the parent(s) being billed for the current market value of the item(s).

l. Players are expected to pay current market value for any items they lose that belong to the organization.

m. If parents pay for items directly (even through a team connection) for their player or are sponsored directly for their player and can prove that they did either with a receipt or digital record, then those items belong to the player and not the organization.

n. There are no refunds from the organization. If the player has a positive amount in their personal account and they leave their team for any reason, then that money will be absorbed by the organization. The Board of Directors can determine a different course of action including, but not limited to: giving that money to the player, placing that money in another player's account at the request of the leaving player, among others. This is entirely at the discretion of the Board of Directors.

o. The organization will attempt always to keep a combined liquid balance in all its banking accounts of one thousand (\$2,000) dollars. Any expenditure that puts the combined liquid balance in bank accounts below the one thousand (\$2,000) dollar limit must be approved by the board of directors.

p. Credits in player's accounts can only be used for tournament fees, unless otherwise determined by the Board.

q. There are no refunds on Credits once they are placed in a player account.

r. Refund Request for Extenuating Circumstances Procedure – A parent may only request a refund from the organization if there are extenuating circumstances attached to the credits/money that was obtained by the organization through that player. That request must be sponsored by a Board Member and brought before the board at a regularly scheduled board meeting. The board will vote on the issue of the refund request after the sponsor has presented the request, with a majority vote as passage of request and refund granted.

s. Refund Request for Extenuating Circumstances deadline will be fourteen (14) days within leaving or being dismissed from team. The parent has fourteen (14) days after notifying coach that they are leaving or coach notifying parent that they are dismissed/cut. The clock starts on the Refund Request for Extenuating Circumstances when a Board Member receives a written (not verbal) request, either through email, text message, or letter.

### **Section 3. Uniforms**

a. The uniforms will be selected by the Board of Directors with input from coaches.

b. The uniforms are property of the organization for up to six (6) months after date of purchase by the organization. After the year from the date of purchase by the organization has passed then the uniform becomes property of the player.

c. If a player quits before the year has passed then the parent(s) of that player are required to pay for the uniform in full (the entire purchase price at the time of order), unless granted a waiver by the Board of Directors. Returning the uniform does not dissolve the player from having to pay the full cost of the uniform. This is due to the uniform only being customized for that specific player and the unavailability to re-use that specific uniform for any reason. Note that if the player is cut, then they are not required to pay for any portion of the uniform.

d. Replacement uniform pieces will be paid for by the player.

e. Players and parents are expected to provide the correct sizes to the organization prior to the organization placing the final order.

f. The parent(s) of the player will be responsible for any returns or replacements for uniform pieces.

g. The coaches will determine what uniform combination will be worn for any games. Players are expected to wear and match the requested uniform combination on the day of the event.

h. The players and parents are expected to maintain the cleanliness of the uniform while in their possession.

i. The players and parents are expected to avoid any damage to the uniform outside of regular wear and game wear.

j. The players are expected to wear the uniforms for games only or as determined by the coaches. The uniforms are not to be worn unless directed by coaches or the six (6) months from date of purchase has passed and ownership of the uniform now resides with the player.

k. Any violation of Article XI, Section 3 is cause for removal from their team. This would not be a regular cut, but a Uniform Violation Termination. Under this type of removal, the player is expected to pay the full cost of the uniform. A Uniform Violation Termination must be brought before the Board of Directors and passed by a majority vote. In this case, the termination letter would come from the Board of Directors and not the coaches. Coaches are not to discuss a Uniform Termination Violation with anybody except the Board of Directors. Parents have 48 hours to appeal the termination after being notified by the Board of Directors. The final decision is at the discretion of the Board of Directors.

## **ARTICLE XII. BYLAWS AND RULES**

### **Section 1. Bylaws**

a. The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be affected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

b. Any new and updated versions of these bylaws accepted by the Board of Directors becomes effective immediately upon adoption by the Board of Directors and supersedes any previous version of bylaws.

c. If any matters are not covered in the current accepted bylaws, then those matters will fall back and be governed by the latest previous version of bylaws that included and covered that matter.

### **Section 2. Laws**

These Bylaws do not create a substitute for Local, State, or Federal law. Those laws will supersede these bylaws in all legal matters.

### **Section 3. Understanding**

a. By being a member of the Board of Directors for this organization all Board members agree that they have read and understand all the bylaws contained here within.

b. All members of the Board of Directors for this organization are required to have the current version of bylaws available.

## **ADOPTION OF BYLAWS**

We, the undersigned, are the directors of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the twenty (20) preceding pages, as the Bylaws of this organization/corporation.

ADOPTED AND APPROVED by the Board of Directors on this XXth day of XXXX 20XX.

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Joshua Arganda

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Zulema Cisneros

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Jesus Duran

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Nathan East

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Alan Kelzer

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Pati Medina-Carrisoza

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Lizzette O'Brien

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Nathan Rodriguez