



**STOCKTON COLTS JR. HOCKEY CLUB POLICY AND DIRECTIVES  
MANUAL**

# **Stockton Colts Jr. Hockey Club Policy and Directives Manual**

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**NON-PROFIT BYLAWS**  
**OF**  
**STOCKTON COLTS JR. HOCKEY CLUB**

**PREAMBLE**

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of California and the Articles of Incorporation of Stockton Colts Jr. Hockey Club. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of California, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of The Stockton Colts, it shall then be these Bylaws which shall be controlling.

**ARTICLE 1 – NAME**

The legal name of the Non-Profit The Stockton Colts shall be known as Stockton Colts Jr. Hockey Club, and shall herein be referred to as "The Stockton Colts."

**ARTICLE 2 – PURPOSE**

The general purposes for which the Stockton Colts has been established are as follows:

The purpose for which the Stockton Colts is formed is set forth in the attached Articles of Incorporation.

The Stockton Colts is established within the meaning of IRS Publication 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code and shall be operated exclusively for the teaching and promoting of youth ice hockey.

In addition, the Stockton Colts have been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Stockton Colts shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Stockton Colts shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of California and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Stockton Colts. At no time and in no event shall the Stockton Colts participate in any activities which have not been permitted to be carried out by a The Stockton Colts exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code").

**ARTICLE 3 – OFFICES**

The principal office of the Stockton Colts shall be located at 3545 Alvarado Avenue, Stockton, California 95204.

The Stockton Colts may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Stockton Colts may find a need for from time to time.

#### **ARTICLE 4 – DEDICATION OF ASSETS**

The properties and assets of the Stockton Colts are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of The Stockton Colts, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of The Stockton Colts. On liquidation or dissolution, all remaining properties and assets of the Stockton Colts shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

#### **ARTICLE 5 – BOARD OF DIRECTORS**

##### **General Powers and Responsibilities**

The Stockton Colts shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of California. The Board shall establish policies and directives governing business and programs of the Stockton Colts and shall delegate to the Executive Director and/or The Stockton Colts staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

##### **Number and Qualifications**

The Board shall have up to 5, but no fewer than 3, Board members. The number of Board members may be increased beyond 5 members or decreased to less than 3 members by the affirmative vote of a simple majority of the then serving Board of Directors. A Board member need not be a resident of the State of California.

In addition to the regular membership of the Board, representative of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, which will have the same rights and obligations, including voting power, as the other directors.

##### **Board Compensation**

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Stockton Colts in any other capacity and receiving compensation for services rendered.

##### **Board Elections**

The Governance Committee shall present nomination for new and renewing Board members at the board meeting immediately preceding the beginning of the next fiscal year.. Recommendations from the Governance Committee shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by a majority of those Board members at a Board meeting at which a quorum is present.

### **Term of Board**

All appointments to the Board shall be for a term of 2 year(s). No person shall serve more than 5 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 2 additional year(s). No person shall serve more than 10 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after 1 year has passed since the conclusion of such Board member's service.

### **Vacancies**

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 4 meetings of the Board during any one calendar year;
- c) An increase in the authorized number of directors; or
- d) The failure of the directors, at any annual or other meeting of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the chair of the Board, the president of The Stockton Colts, the secretary of The Stockton Colts, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of California is first notified, no director may resign when the Stockton Colts would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by vote of a simple majority of the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

### **Resignation**

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

### **Removal**

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a simple majority of then-serving Board members.

### **Meetings**

The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chair of the Board or any 3 regular Board members may call a special meeting of the Board with 1 days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

### **Minutes**

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Stockton Colts to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 7 business days after the close of each Board meeting.

### **Action by Written Consent**

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by unanimous written consent. Such consent shall be placed in the minute book of the Stockton Colts and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

### **Quorum**

At each meeting of the Board of Directors or Board Committees, the presence of 3 persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even

number of members and a vote results in a tie, then the vote of the Chair of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

### **Voting**

Each Board member shall only have one vote.

### **Proxy**

Board members shall not be allowed to vote by written proxy

### **Board Member Attendance**

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Stockton Colts. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair to have resigned from the Board.

## **ARTICLE 6 – OFFICERS**

### **Officers and Duties**

The Board shall elect officers of the Stockton Colts which shall include a Chair of the Board (Chief Executive Officer), President (Executive Director), Vice President, a Secretary, a Treasurer (Chief Financial Officer), and such other officers as the Board may designate by resolution. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board or the President. In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Chair of the Board, President, and/or Secretary of the Stockton Colts, without bias or predisposition to all rights, if any, of the Stockton Colts under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance to the herein prescribed bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

**Chair of the Board (Chief Executive Officer)**

It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the name of the Stockton Colts, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Stockton Colts, except when required by law that the President's signature must be provided.

**President (Executive Director)**

It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Stockton Colts, subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Stockton Colts, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the President under a contract of employment where appropriate. The President shall be empowered to act, speak for, or otherwise represent the Stockton Colts between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel, and shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of the Stockton Colts, to execute in the name of the Stockton Colts all contracts and other documents authorized either generally or specifically by the Board to be executed by the Stockton Colts, and to negotiate any and all material business transactions of the Stockton Colts.

**Vice President**

In the absence of the President, or in the event of his/her inability or refusal to act, it shall then be the responsibility of the Vice President to perform all the duties of the President, and in doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the President.

**Secretary**

The Secretary, or his/her designee, shall be the custodian of all records and documents of the Stockton Colts, which are required to be kept at the principal office of the Stockton Colts, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. S/he shall attend to the giving and serving of all notices of the Stockton Colts and shall see that the seal of the Stockton Colts, if any, is affixed to all documents, the execution of which on behalf of the Stockton Colts under its seal is duly authorized in accordance with the provisions of these bylaws.

**Treasurer (Chief Financial Officer)**

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the

Stockton Colts, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Stockton Colts, as may be ordered by the Board of Directors, and shall render to the Chair of the Board, President, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Stockton Colts.

The Treasurer shall give the Stockton Colts a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Stockton Colts of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Stockton Colts shall pay the cost of such a bond.

## **ARTICLE 7 – COMMITTEES**

### **Committees of Directors**

The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws. Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board but whom the directors believe to be reliable and competent to serve at the specific committee. However, committees exercising any authority of the Board of Directors may not have any non-director members. The Board may designate one or more alternative members of any committee who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- c) Fix compensation of the directors serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.

- f) Appoint any other committees of the Board of Directors or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Stockton Colts otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to law.

Unless otherwise authorized by the Board of Directors, no committee shall compel the Stockton Colts in a contract or agreement or expend The Stockton Colts funds.

### **Meetings and Actions of Committees**

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 - Board of Directors of these bylaws concerning meetings and actions of the directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the Stockton Colts records. The Board of Directors may adopt rules not consistent with the provisions of these bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Stockton Colts whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

### **Executive Committee**

Pursuant to Article 7 - Committee of Directors, the Board may appoint an Executive Committee composed of a minimum of 3 directors, one of whom shall be the Chair of the Board of the Board and another shall be either the Secretary, or the Treasurer, to serve on the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Stockton Colts between meetings of the Board, provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article 7 - Committee of Directors. The Secretary of the Stockton Colts shall send to each director a summary report of the business conducted in any meeting of the Executive Committee.

## **ARTICLE 8 - STANDARD OF CARE**

### **General**

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Stockton Colts and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of the Stockton Colts whom the director deems to be reliable and competent in the matters presented;
- b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence,

so long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Stockton Colts, or assets held by it, are dedicated.

### **Loans**

The Stockton Colts shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that the Stockton Colts may advance money to a director or officer of the Stockton Colts or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

### **Conflict of Interest**

The purpose of the Conflict of Interest policy is to protect the Stockton Colts interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise 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 corporations/organizations and is not intended as an exclusive statement of responsibilities.

#### *Restriction on Interested Directors*

Not more than 90% (percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the Stockton Colts for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

#### *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 who are considering the proposed transaction or arrangement.

#### *Establishing a Conflict of Interest*

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

#### *Addressing a Conflict of Interest*

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- b) The Chair of the Board of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether the Stockton Colts 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.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Stockton Colts, for its own benefit, and whether it is fair and reasonable. It

shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

#### *Violations of Conflict of Interest Policy*

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Procedures and Records**

All minutes of the Board Meetings, when applicable, shall contain the following information:

- a) The names of all 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's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

#### **Acknowledgement of Conflict of Interest Policy**

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that the Stockton Colts is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Violation of Loyalty - Self-Dealing Contracts**

A self-dealing contract is any contract or transaction (i) between this The Stockton Colts and one or more of its Directors, or between this The Stockton Colts and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (ii) between this The Stockton Colts and a corporation, firm, or association of which one or more of its directors are Directors of this The Stockton Colts. Said self-dealing shall not be void or voidable

because such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

- a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the Interested Director in good faith (without including the vote of any membership owned by said interested Director(s));
- b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the interest Director(s)—and the contract is just and reasonable as to the Stockton Colts at the time it is authorized, approved, or ratified; or
- c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Stockton Colts at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

### **Indemnification**

To the fullest extent permitted by law, the Stockton Colts shall indemnify its "agents," as described by law, including its directors, officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Stockton Colts, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

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 in defending any "proceeding" shall be advanced by the Stockton Colts of an undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Stockton Colts for those expenses.

The Stockton Colts shall have the power to purchase and maintain insurance on behalf of any agent of the Stockton Colts, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

## **ARTICLE 9 – EXECUTION OF CORPORATE INSTRUMENTS**

### **Execution of Corporate Instruments**

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Stockton Colts.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Stockton Colts, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of the Stockton Colts, other corporate/organization instruments or documents, memberships in other corporations/organizations, and certificates of shares of stock owned by the Stockton Colts shall be executed, signed, and/or endorsed by the President, Vice President, Treasurer.

All checks and drafts drawn on banks or other depositories on funds to the credit of the Stockton Colts, or in special accounts of the Stockton Colts, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

### **Loans and Contracts**

No loans or advances shall be contracted on behalf of the Stockton Colts and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of the Stockton Colts may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Stockton Colts.

## **ARTICLE 10 – RECORDS AND REPORTS**

### **Maintenance and Inspection of Articles and Bylaws**

The Stockton Colts shall keep at its principal office the original or a copy of its Articles of Incorporation and bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

### **Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns**

The Stockton Colts shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

### **Maintenance and Inspection of Other Corporate Records**

The Stockton Colts shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Stockton Colts. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any

form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the Stockton Colts shall turn over to his or her successor or the Chair of the Board or President, in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts or other property of the Stockton Colts as have been in the custody of such officer, employee, or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Stockton Colts and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

### **Preparation of Annual Financial Statements**

The Stockton Colts shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an independent certified public accountant, in conformity with generally accepted accounting standards. The Stockton Colts shall make these financial statements available to the California Attorney General and members of the public for inspection no later than 15 days after the close of the fiscal year to which the statements relate.

### **Reports**

The Board shall ensure an annual report is sent to all directors within 15 days after the end of the fiscal year of the Stockton Colts, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c) The expenses or disbursements of the Stockton Colts for both general and restricted purposes during the fiscal year.
- d) The information required by Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of the Stockton Colts that such statements were prepared without audit from the books and records of the Stockton Colts.

## **ARTICLE 11 – FISCAL YEAR**

The fiscal year for this The Stockton Colts shall end on June 30.

## **ARTICLE 12 – AMENDMENTS AND REVISIONS**

These bylaws may be adopted, amended, or repealed by the vote of a simple majority of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws. If any provision of

these bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed by that greater vote.

**ARTICLE 13 – CORPORATE/ORGANIZATION SEAL**

The Board of Directors may adopt, use, and alter a corporate/organization seal. The seal shall be kept at the principal office of the Stockton Colts. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

**ARTICLE 14 – CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a The Stockton Colts as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

**CERTIFICATE OF SECRETARY**

I, Danielle Bertolino, certify that I am the current elected and acting Secretary of the benefit, the Stockton Colts, and the above bylaws are the bylaws of this The Stockton Colts as adopted by the Board of Directors on November 7, 2016, and that they have not been amended or modified since the above.

***EXECUTED*** on this day of NOVEMBER 7 , 2016, in the County of California in the State of California.

*Danielle Bertolino*  
Elected Secretary)

(Duly

## **POLICY AND DIRECTIVES OF THE STOCKTON COLTS JR. HOCKEY CLUB**

### **1. Board of Directors Code of Conduct:**

Our commitment to you as a fellow member of the Stockton Colts Board is threefold:

First, we consider your growth as a person to be of the greatest significance. We are committed to providing you with opportunities in which you will be challenged to grow individually. Second, per our Articles of Incorporation the Stockton Colts specific and primary purposes are to teach and promote youth ice hockey. As a board member, you are a part of a “Team Organization” in which learning to creatively balance the conflicting expectations and needs of all the parents, players, and coaching staff can be very exasperating, as well as deeply rewarding. We are committed to working together with you to resolve tensions constructively and to foster a positive community life on and off the ice. Third, we recognize that you are a gifted individual. We are committed to help you develop your gifts as we support and hold you accountable in your role as a board member.

### **Code Of Conduct**

We will maintain confidentiality of all business discussed at Board/committee meetings as well as internal Board email correspondence unless/until there is agreement to publish/release the results of such discussions.

We will show fiscal responsibility in conducting the affairs of the organization

We will set aside personal issues and focus on our role within the board to provide the best youth hockey program possible for the Stockton Colts

We will conduct organization business in an environment that encourages open discussion and consideration of all opinions on matters to be decided by the Board Of Directors.

We will respect game officials, coaching staff, players, parents, and volunteers in a manner that promotes good character, integrity, respect, and maturity.

We will not tolerate abusive comments, gestures, or inappropriate behavior directed towards game officials, coaching staff, players, parents, volunteers, or elected officials of this organization.

We will demonstrate behavior conducive to being a role model to the youth and families of our sport at all Colt’s events, Board of Directors/committee meetings.

We will respect, support, and encourage each other to do the best job possible in our individual tasks and collectively as the Board of Directors.

We will participate and support the organization and the board through attending meetings regularly, assisting with Colts sponsored events, and responding to board communications via email or some other form of communication.

FAILURE TO COMPLY WITH THIS CODE OF CONDUCT MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISMISSAL FROM THE BOARD OF DIRECTORS.

## **2. Parental Code of Conduct**

As a parent(s)/legal guardian(s)/legal custodian(s) of (a) child(ren) involved in a programs of the Stockton Colts Jr. Hockey Club, and in consideration of such involvement, I/We agree to abide by and follow the following rules and guidelines:

I/We will not force my/our child(ren) to play hockey.

I/We will remember that my/our child(ren) play hockey for my/our child(ren)'s enjoyment and not mine/ours.

I/We will encourage good sportsmanship through actions and by demonstrating positive support for all players (teammates and opponents alike), emphasizing best efforts, skill development, sportsmanship and team play.

I/We will attempt to learn the rules of the game and encourage my/our child(ren) to play by the rules.

I/We will relate in a positive manner to all players, coaches, officials, league representatives, arena personnel and spectators.

I/We will treat such persons with respect and dignity regardless of race, creed, color, ethnic background, religion, disability, language, gender, sexual orientation or skill level.

I/We will not time player shifts.

I/We will not use profane language and/or mannerisms, taunt or disparage towards others.

I/We will not pound or climb on the glass, throw any object onto the ice surface or players' area or at another individual, or go onto the ice surface.

I/We will not enter the locker/dressing room of an opposing team or obstruct an opposing teams' members access to or exit from said room at any facility, home or away.

I/We will not enter any official's locker/dressing room or obstruct any official's access to or exit from said room or any facility, home or away.

I/We will promote the emotional and physical well-being of the athletes ahead of any personal desire to win.

I/We will inform the coach prior to any game or practice of any physical ailment or disability which may affect the safety of my child(ren) or others.

I/We will respect the premises, property and equipment used at any facility where his or her child plays hockey, whether home or away.

I/We will not deface or damage property belonging to any individual, team, association or facility, home or away.

I/We will not commit any act that would constitute a crime at any Stockton Colts function or activity or at any hockey facility, home or away.

I/We will not allow anyone under my/our custody or control to violate this code of conduct.

I/We will not incite or encourage any person to violate this code of conduct.

I understand that my/our failure to abide by the above rules and guidelines may result in disciplinary action against me/us and my/our child(ren) up to and including expulsion from Stockton Colts Jr. Hockey Club programs.

Children's Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian # 1 Signature: \_\_\_\_\_

Print Name : \_\_\_\_\_

Parent/Guardian # 2 Signature: \_\_\_\_\_

Print Name : \_\_\_\_\_

### **3. Player Code of Conduct**

In consideration of participating in a program of the Stockton Colts Jr. Hockey Club, I agree to abide by and follow the following rules and guidelines:

- I will play for fun and love of the game. I will give my best effort to improve my hockey skills and will strive to be a team player. I will strive to be on time for practices and games. I will demonstrate teamwork, sportsmanship and discipline. I will learn the rules of hockey and strive to play by them.
- I will encourage good sportsmanship through actions and by demonstrating positive support for all players (teammates and opponents alike), coaches, officials, parents, facility staff and others involved in Colts Hockey. I will positively relate to such persons and treat them with respect and dignity regardless of race, creed, color, ethnic background, religion, disability, language, gender, sexual orientation or skill level. I will make no physical contact (except as authorized by the rules of hockey during play) besides a handshake with any such person. I

will not attempt to injure any such person. I will not enter the locker/dressing room of an opposing team or obstruct an opposing teams' members access to or exit from said room or any facility, home or away.

- I will conduct myself in a befitting manner at any Colts activity or function or at any hockey facility, home or away. I will not swear or use abusive language at any Colts activity or function or at any hockey facility home or away. I will not consume alcohol, smoke, chew tobacco or use any illegal substance at any Colts activity or function or at any hockey facility, home or away. I will not throw any object onto the ice surface or players' area or at another individual.
- I will not argue with or lash out at any official at any time. I will skate directly to the penalty box without incident upon receiving a penalty. I will not engage in fighting. I will not enter any official's locker/dressing room or obstruct any official's access to or exit from said room or any facility, home or away.
- I will inform the coach prior to any game or practice of any physical ailment or disability which may affect my safety or the safety of any other.
- I will respect the property and equipment used at any sports facility where I play hockey, whether home or away. I will not deface or damage property belonging to any individual, team, association or facility, home or away.
- I will not commit any act that would constitute a crime or delinquent act at any Colts function or activity or at any hockey facility, home or away. I will not incite or encourage any person to violate this code of conduct.

I understand that my failure to abide by the above rules and guidelines may result in disciplinary action against me up to and including expulsion from Stockton Colts programs and the Oak Park Ice Arena.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

#### **4. USA hockey Code of Conduct**

NAME: \_\_\_\_\_

To be read and signed by you as a member of Team: \_\_\_\_\_

Participating in USA Hockey for the \_\_\_\_\_ season.

1. No swearing or abusive language on the bench, in the rink, or at any team function.
2. No lashing out at any official no matter what the call is. The coaching staff will handle all matters pertaining to officiating.
3. Anyone who receives a penalty will skate directly to the penalty box.
4. Fighting will not be tolerated. Fighting will result in an appearance before a Discipline Committee.
5. There will be no drinking, smoking, chewing of tobacco or use of illegal substance at any team function.
6. I will conduct myself in a befitting manner at all facilities (ice rink, hotel, restaurant, etc) during all team functions.
7. Any player or team official who cannot abide by these rules or violates them will be subject to further disciplinary action.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

#### **5. Locker Room Policy**

In addition to the development of our hockey players and enjoyment of the sport of hockey, the safety and protection of our participants is paramount. The Stockton Colts adheres to USA Hockey's SafeSport Program as a means to help protect its participants from physical abuse, sexual abuse, and other types of misconduct, including emotional abuse, bullying, threats, harassment and hazing. To help prevent abuse or misconduct from occurring in our locker rooms, the Colts have adopted the following locker room policy. This policy is designed to maintain personal privacy as well as to reduce the risk of misconduct in locker rooms.

At Oak Park Ice Arena there are regularly between 2-3 locker rooms available for our program's use. Two of the locker rooms have a restroom and shower area. Some teams in our program may also occasionally or regularly travel to play games at other arenas, and those locker rooms, rest rooms and shower facilities will vary from location to location. The Colts team managers will attempt to provide information on the locker room facilities in advance of games away from our home arena. At arenas for which you are unfamiliar, parents should plan to have extra time and some flexibility in making arrangements for their child to dress, undress and shower if desired.

### **LOCKER ROOM MONITORING**

The Stockton Colts have predictable and limited use of locker rooms and changing areas (e.g., generally 45 minutes to one hour before and following practices and games). This allows for direct and regular monitoring of locker room areas. While constant monitoring inside of locker rooms and changing areas might be the most effective way to prevent problems, we understand that this would likely make some players uncomfortable and may even place our board members at risk for unwarranted suspicion. Voluntary locker room monitors (each of which has been screened and assigned by the team managers) should be posted directly outside of the locker rooms and changing areas during periods of use. Locker room doors may be propped open (only when adequate privacy is still possible), so that only participants (coaches and players), approved team personnel, and family members are permitted in the locker room. Team personnel will also secure the locker room appropriately during times when the team is on the ice.

### **PARENTS IN LOCKER ROOMS**

Except for players at the younger age groups (Mites), we discourage parents from entering locker rooms unless it is truly necessary. If a player needs assistance with his or her uniform or gear, if the player is or may be injured, or a player's disability warrants assistance, then we ask that parents let the coach know beforehand that he or she will be helping the player. Naturally, with our youngest age groups (Mini-Mites and Mites) it is necessary for parents to assist the players getting dressed. **We encourage parents to teach their players as young as possible how to get dressed so that players will learn as early as possible how to get dressed independently.** In circumstances where parents are permitted in the locker room, coaches are permitted to ask that the parents leave for a short time before the game and for a short time after the game so that the coaches may address the players. As players get older (Squirt-High school), the coach may in his or her discretion prohibit parents from a locker room.

### **MIXED GENDER TEAMS**

Some of our teams consist of both male and female players. It is important that the privacy rights of all of our players are given consideration and appropriate arrangements made. Where possible, the Stockton Colts will have the male and female players dress/undress in separate locker rooms and then convene in a single locker room before the game or team meeting. Once the game or practice is finished, the players may come to one locker room for a team meeting and then the male and female players proceed to their separate locker rooms to undress and shower, if available. If separate locker rooms are not available, then the players will take turns using the locker room to change. We understand that these arrangements may require that players arrive earlier or leave later to dress, but believe that this is the most reasonable way to accommodate and respect all of our players.

### **CELL PHONES AND OTHER MOBILE RECORDING DEVICES**

Cell phones and other mobile devices with recording capabilities, including voice recording, still cameras and video cameras, are not permitted to be used in the locker rooms. If phones or other mobile devices must be used, they should be taken outside of the locker room.

### **PROHIBITED CONDUCT AND REPORTING**

The Stockton Colts prohibit all types of physical abuse, sexual abuse, emotional abuse, bullying, threats, harassment and hazing, all as described in the USA Hockey SafeSport Handbook.

Participants, employees or volunteers of the Stockton Colts may be subject to disciplinary action for violation of these locker room policies or for engaging in any misconduct or abuse that violates the USA Hockey SafeSport Policies. Reports of any actual or suspected violations, you may email USA Hockey at [SafeSport@usahockey.org](mailto:SafeSport@usahockey.org) or may call 1-800-888-4656.

**6. Conflict Management**

Team issues must be communicated in the following order:

- a. Coach
- b. Director of Coaches (for coaching issues only)
- c. Director of Hockey Operations (in writing- email)
- d. Conflict Management Committee per the Board of Directors (in writing – email)

**7. Incident Reporting**

Name of person injured: \_\_\_\_\_

Date and time of injury: \_\_\_\_\_

Person filling out form: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Location where injury occurred: \_\_\_\_\_

Equipment/People involved  
\_\_\_\_\_

Nature of the accident/injury/illness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action taken, if any (admin/board staff notified, coach notified, parents notified, team manager notified, bandaged, ice applied, sent to urgent care, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

People involved in actions (players, coaches, parents, admin staff, etc.): \_\_\_\_\_

\_\_\_\_\_

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Follow-up instructions given: \_\_\_\_\_

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Signature of person filling out form: \_\_\_\_\_

Signature of individual involved or witness: \_\_\_\_\_

### **8. Discipline**

All players, parents, coaches, staff, and other participants must be familiar with and abide by the Stockton Colts Jr. Hockey Club Code(s) of Conduct (available at [www.stocktoncoltshockey.com](http://www.stocktoncoltshockey.com)).

All players must be familiar with and submit an agreement to abide by the USA Hockey Code of Conduct (available at [www.stocktoncoltshockey.com](http://www.stocktoncoltshockey.com)).

All players, parents, coaches, staff, and other participants are subject to discipline by the Stockton Colts Discipline Committee.

The Discipline Committee will handle any grievance that cannot be settled by the Director of Hockey Operations.

Discipline can be tendered out by the Board Members, Director of Hockey Operations, Director of Coaches, Coaches, and/or team managers in the following order:

1. Verbal reprimand
2. Miss period
3. Miss Game
4. Suspension from activities
5. Expulsion from the Stockton Colts Jr. Hockey Club.

### **9. Screening Policy**

All Stockton Colts Coaches, Managers, parents, and other individuals who have routine access to children (anyone under the age of majority) are required to be in compliance with the CAHA Screening Program.

The CAHA Screening Policy is available at: [Error! Hyperlink reference not valid.](#)

A list of coaches, on-ice officials, and volunteers who are currently in compliance with the CAHA Screening Policy is available at: [www.caha.com/](http://www.caha.com/)

### **10. Volunteerism**

All Player families are required to perform a minimum of ten (10) hours of volunteer service per Season at Stockton Colts events. Team managers will be responsible for coordinating volunteers for their respective teams.

### **11. Fundraising**

The Board of Directors may initiate fundraising efforts requiring the participation of all Teams.

Teams may initiate their own fundraising efforts only with the approval of the Board of Directors.

Players and/or other individuals are not allowed to initiate personal fundraising efforts using the Stockton Colts name or any other Stockton Colts marks, names, or likenesses.

### **12. Sponsorships**

People and organizations wishing to donate to or sponsor the Stockton Colts may do so.

Donations and/or sponsorships may be earmarked for specific Stockton Colts Teams.

Individual Players cannot be sponsored.

Teams may not initiate sponsorships for individual Teams without the Board of Directors consent.

All sponsorship opportunities must be presented to and approved by the Board.

The Stockton Colts will use its best efforts to secure club wide sponsorship to lower the cost of hockey.

### **13. Financial Assistance**

The Stockton Colts will provide individual Players with need-based financial assistance whenever possible.

Players interested in financial assistance may apply for assistance after Teams are picked each Season.

A Financial Assistance application is available through contacting the Board of Directors in writing.