



**AMENDED AND RESTATED BYLAWS**  
**of**  
**COLORADO COMPETITIVE YOUTH HOCKEY**  
**LEAGUE**

A COLORADO NONPROFIT CORPORATION

October 13, 2023

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**ARTICLE I. NAMES AND ADDRESS**

1. The name of the corporation shall be **Colorado Competitive Youth Hockey League** (“**CCYHL**”). The corporation also conducts business under the trade name “**CCYHL**.”
2. The principal address of CCYHL is 1 Superior drive, Superior, CO 80027 or such other place as may subsequently be designated by the Board of Directors from time to time.

**ARTICLE II. PURPOSES**

1. CCYHL is organized exclusively for charitable, religious, educational and/or scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding provision of any future United States Internal Revenue Law or federal tax code, and is authorized under the applicable provisions of the Colorado Revised Nonprofit Corporation Act.
2. The primary purposes of CCYHL are set forth in its Articles of Incorporation.
3. CCYHL is affiliated with USA Hockey, the national governing body for amateur ice hockey in the United States and the Colorado Amateur Hockey Association (CAHA), the USA Hockey state affiliate organization. CCYHL is a league governing body recognized by CAHA for the oversight of teams competing for State and USA Hockey National playoffs at the Tier II level.

4. CCYHL may manage and host league and playoff competition at the 18U, 16U, 14U, 12U, 10U age classifications at the “AA”, “A”, “B”, 8U and “Rec” levels for CCYHL members and non-member associations or organizations that may be included in or assisting with initiatives as a directive from the CCYHL.

5. CCYHL has the authority to (a) schedule and conduct competition by teams of CCYHL members during the period of August 1st through March 31st; (b) resolve any dispute or controversy arising out of competition by teams of CCYHL members scheduled or sanctioned by CCYHL, including the power to suspend any player, parent of player, coach, or CCYHL member for cause shown, from participation in CCYHL scheduled or sanctioned play; (c) disseminate policies and rules governing all competitive play by the teams of CCYHL members; (d) conduct clinics, showcases, events or other instructional programs for players or coaches, and establish minimum standards of competency and experience for coaches; (e) obtain and maintain membership in any amateur ice hockey association, including USA Hockey and CAHA, including the power to send appropriate CCYHL officers or representatives to meetings and conferences of all such organizations; (f) publish newsletters or other similar publications to increase the awareness of CCYHL and of the activities of its members; and (g) any other activity authorized by the Board of Directors consistent with the Articles of Incorporation and these Bylaws.

6. CCYHL adopts USA Hockey and CAHA core values of Sportsmanship, Respect, Integrity, Pursuit of Excellence, Enjoyment, Loyalty and Teamwork.

7. CCYHL emphasizes (a) excellence in coaching and teaching the sport of ice hockey; (b) the principles of amateur hockey in order to improve and advance the sport through the spirit of competition, fair play, development of character, leadership and physical fitness; (c) the USA Hockey and CAHA core values of Sportsmanship, Respect, Integrity, Pursuit of Excellence, Enjoyment, Loyalty and Teamwork; (d) building and protecting the reputation of CCYHL, the members, the teams, the players and the coaches; and (e) development of programs that assist in growth initiatives including, but not limited to, scheduled competitive games, in house programs, and hockey clinics and camps, and the growth and management of 8U programs.

## **ARTICLE III. RESTRICTIONS**

1. CCYHL will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

2. CCYHL will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

3. CCYHL will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

4. CCYHL will not make any investments in a manner as to subject itself to tax under Section 4944 of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

5. CCYHL will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

## ARTICLE IV. MEMBERSHIP

1. **MEMBERSHIP ELIGIBILITY.** Membership in CCYHL is open to any amateur ice hockey association (an “**Association**”) that: (a) is a member of good standing of CAHA and USA Hockey, (b) is organized as a Nonprofit Corporation within the State of Colorado; (c) has ownership of or an agreement with a facility in Colorado that will provide the necessary ice time to the Association for practices for all of its teams, as well as for CCYHL games to be conducted on Fridays between 5:00 pm and 8:00 pm Mountain Time, on Saturdays between 8:00 am and 8:00 pm Mountain Time, and/or on Sundays between 8:00 am and 5:00 pm Mountain Time; (d) promotes hockey skill development through USA Hockey sanctioned Initiation Program(s) or equivalent development program(s); (e) complies with all CCHYL rules and regulations; and (f) maintains liability insurance coverage at an amount and scope customary for amateur ice hockey associations (collectively the “**Membership Eligibility Requirements**”).

2. **MEMBERSHIP PARTICIPATORY REQUIREMENTS.** On or before December 31 of each year, Members shall submit written documentation to the President of CCYHL which identifies and categorizes the Member’s registered USA Hockey participatory numbers at the 8U, 10U, 12U, and 14U age classifications and which verifies the Member’s ability to field **ALL** of the following for the current hockey season:

- A minimum of 50 Players total within the Association’s 8U age classification of Beginner, Intermediate and Advanced. (excluding Grow the game sub programs such as Mile High Mites, USA Hockey’s Try hockey for free, etc)

- A minimum of two (2) teams participating in CCYHL games at the 10U age classification.

- A minimum of two (2) teams participating in CCYHL games at the 12U age classification.

- A minimum of one (1) teams participating in CCYHL games at the 14U age classification

- at any level collectively the “**Membership Participatory Requirements**”

### 3. **NEW MEMBERSHIP ADMISSION**

- a. Any Association desiring to be admitted as a new Member into CCYHL (an “**Applicant**”) must submit an application in writing (the “**Application for Membership**”) to the President of CCYHL.
- b. The Application for Membership must be submitted by the Applicant on or before May 15 (the “**Application Deadline**”).
- c. The Application for Membership must include: (1) written documentation demonstrating the Applicant satisfies all Membership Eligibility Requirements in accordance with the provisions of Section 1 of this Article IV; (2) written documentation demonstrating the Applicant satisfies all Membership Participatory Requirements in accordance with the provisions of Section 2 of this Article IV; and (3) a written development and growth plan describing current and planned programs and events and anticipated source of players and Association growth.
- d. To satisfy Membership Eligibility Requirements, and consistent with Section 1 of this Article IV, an Applicant must have ownership of or an agreement with a facility within the state of Colorado that will provide the necessary ice time. However, any Applicant agreement for ice usage shall not satisfy this Membership Eligibility Requirement if it is with a facility that has an existing ice usage agreement with a current CCYHL Member, unless otherwise approved in advance by a vote of at least two-thirds (2/3) of the Board of Directors.
- e. Members will be notified in writing within thirty (30) days of receipt of an Application for Membership.
- f. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the Application for Membership, in accordance with the provisions of Article VII; provided, however, that at least fifteen (15) days written notice of the time and place of such Meeting shall be provided, notwithstanding any other provision of these Bylaws regarding notice to the contrary.

g. For any Application for Membership to be approved, at least four-fifths (4/5) of Members must attend the Meeting where a vote occurs and at least two-thirds (2/3) of the votes cast by Members in attendance must be in favor of approval of the Application for Membership, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary.

h. In the event the Application for Membership is approved, the Applicant Association will become a Member of CCYHL as of the date the Meeting approving the Application occurred.

#### 4. **MEMBERSHIP DEMOTION TO PROBATIONARY MEMBER**

a. In the event a Member fails to remain in compliance with all of the Membership Participatory Requirements set forth in Section 2 of this Article IV, as determined on December 31 of each year, such Member shall automatically be demoted to Probationary Member status for the remainder of the current hockey season. Such demotion shall be effective as of December 31, and no further vote of current Members or action by the Board of Directors, an Executive Officer or the Executive Committee shall be required to effect such demotion.

b. All Probationary Member teams participating in CCYHL activities shall continue to be eligible for league play, league championships, playoffs and/or postseason play in each year the Probationary Member remains in Probationary Member status.

c. A Probationary Member shall not be considered a Member for purposes of these Bylaws, including but not limited to purposes of determining a quorum pursuant to Section 4 of Article VII. Consistent with Section 1 and Section 2 of Article VI, the Designated Representative of a Probationary Member shall not be included as a member of the Board of Directors of CCYHL, and shall not be entitled to vote with respect to any matter before the Board of Directors.

d. A Probationary Member shall be required to submit a written development and growth plan to the President of CCYHL, on or before January 1 of each year it remains in Probationary Member status, describing current and planned programs and events and anticipated sources of players and Association growth that will otherwise enable the Probationary Member to satisfy the Membership Participatory Requirements (the "**Growth Plan**").

e. In the event the Probationary Member satisfies the Membership Participatory Requirements, as determined on December 31 of any subsequent year, the Member shall automatically be promoted and

returned to full Member status, and no further vote of current Members or action by the Board of Directors, an Executive Officer or the Executive Committee shall be required to effect such promotion.

f. In the event the Probationary Member is unable to satisfy the Membership Participatory Requirements within two (2) years of its demotion to Probationary Member status (i.e., the Probationary Member remains in Probationary Member status for portions of three (3) consecutive hockey seasons), the Probationary Member shall remain a Probationary Member for the remainder of the then-current season; provided, however, that the Membership of such Member shall automatically be terminated at the end of such then-current season. No further vote of current Members or action by the Board of Directors, an Executive Officer or the Executive Committee shall be required to effect such termination.

g. In the event a Probationary Member's Membership is terminated pursuant to subsection (f) of Section 4 of this Article IV, the Member Association shall be required to submit a new Application for Membership in order to be reconsidered for Membership.

h. By way of illustration:

- If a Member fails to comply with the Membership Participatory Requirements by December 31, 2023, the Member would be demoted to Probationary Member for the remainder of the 2023-2024 season.
- The Probationary Member would have to satisfy all Membership Participatory Requirements on or before December 31, 2025 (i.e., within two (2) years of its demotion).
- The Probationary Member would submit its first Growth Plan by January 1, 2024.
- If the Probationary Member satisfies the Membership Participatory Requirements on December 31, 2024, the Probationary Member would be returned to full Member status for the remainder of the 2024-2025 season and thereafter.
- If the Probationary Member was unable to satisfy the Membership Participatory Requirements on December 31, 2024, the Probationary Member would retain its Probationary Member status for the remainder of the 2024-2025 season. The Probationary Member would submit a second Growth Plan by January 1, 2025.
- If the Probationary Member satisfies the Membership Participatory Requirements on December 31, 2025, the Probationary Member would be returned to full Member status for the remainder of the 2025-2026 season and thereafter.
- If the Probationary Member was unable to satisfy the Membership Participatory Requirements on December 31, 2025, the

Probationary Member would retain its Probationary Member status for the remainder of the 2025-2026 season, and its Membership in CCYHL would be automatically terminated at the end of the 2025-2026 season.

**5. MEMBERSHIP TERMINATION OR SUSPENSION**

a. The Membership of any Member or Probationary Member may be terminated or temporarily suspended if such Member or Probationary Member: (i) fails to satisfy any financial obligation to CCYHL; (ii) fails or otherwise refuses to comply with a decision of the Board of Directors on a matter concerning such Member or Probationary Member; (iii) fails to comply with a provision of these Bylaws, or with any rule or regulation adopted or promulgated by CCYHL; (iv) fails to remain in compliance with the Membership Eligibility Requirements set forth in Section 1 of this Article IV; (v) fails to attend any Annual Meeting; or (vi) otherwise conducts itself in a manner deemed likely to cause harm to the development of amateur ice hockey.

b. In the event the Board of Directors seeks to terminate or temporarily suspend the Membership of any Member or Probationary Member pursuant to subsection (a) of Section 5 of this Article IV, the President shall provide written notice to the Member or Probationary Member and to all other Members. The written notice required by this subsection shall set forth: (i) the reasons for the proposed termination or temporary suspension; (ii) all relevant facts and circumstances considered by the Board of Directors for seeking termination or temporary suspension; (iii) the date and time of the Meeting in which the termination or temporary suspension will be considered and voted on by the Members; (iv) acknowledgement that the subject Member or Probationary Member shall have the opportunity, but not the obligation, to participate, orally or in writing, during such Meeting; and (v) in the event the Board of Directors seeks to temporarily suspend the Membership of such Member or Probationary Member, the specific terms and conditions upon which Membership reinstatement may occur.

c. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the proposed Membership termination or suspension, in accordance with the provisions of Article VII; provided, however, (i) such Meeting shall take place not less than fifteen (15) nor more than thirty (30) days from receipt by the Member or Probationary Member of the written notice required pursuant to subsection (b) of Section 5 of this Article IV; and (ii) that at least fifteen (15) days written notice of the time and place of such Meeting shall be provided, notwithstanding any other provision of these Bylaws regarding notice to the contrary.

d. For any Membership to be terminated or suspended pursuant to subsection (a) of Section 5 of this Article IV, at least four-fifths (4/5) of current Members must attend the Meeting where a vote occurs and at least two-thirds (2/3) of the votes cast by Members in attendance must be in favor of approval of the termination or suspension, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary; provided, however, a Member facing Membership termination or suspension shall be ineligible to vote.

e. In the event the proposed Membership termination or suspension is approved, the termination or suspension shall be effective five (5) days after such Meeting approving the termination or suspension occurred, or on such other date as designated by the Board of Directors.

f. In the event a proposed Membership termination is approved, the terminated Association shall be ineligible to submit a new Application for Membership, and shall be ineligible to participate in CCYHL activities as a CAP Association pursuant to Article V, for a period of twelve (12) months from the effective date of such termination.

g. Any Member or Probationary Member may voluntarily terminate its Membership by submitting written notice to the President of CCYHL.

6. **ALLEGATIONS; CONFLICT OF INTEREST.** Any alleged failure to comply with a provision of these Bylaws or with any rule or regulation adopted or promulgated by CCYHL, or any other concern about the conduct of a Member or Probationary Member of CCYHL, may be referred to the President. In the event the allegation or concern presents a potential or actual conflict of interest for the President, the allegation or concern may be referred to another Executive Officer. In either circumstance, the Executive Committee may investigate the allegation or concern directly, or may establish a committee of Members to conduct such investigation.

7. **NO REFUNDS.** No refunds of any fees already paid by a Member or Probationary Member will be issued due to a termination or suspension of Membership or a demotion to Probationary Member, unless mutually agreed in writing by the Board of Directors and the terminated, suspended or demoted Member or Probationary Member.

## **ARTICLE V. COMPETITION AGREEMENT PARTICIPATION**

1. **CAP ASSOCIATION.** Members may authorize Competition Agreement Participation (“**CAP**”) in CCYHL activities with one or more Associations that might not otherwise qualify as Members or Probationary Members (a “**CAP Association**”). Each competition agreement with a CAP Association shall be for a period of one hockey season.

2. **CAP ASSOCIATION ELIGIBILITY.** A CAP Association must: (a) be a member of good standing of CAHA and USA Hockey; (b) have ownership of or an agreement with a facility in Colorado that will provide the necessary ice time to the CAP Association for practices for all of its teams, as well as for CCYHL games to be conducted on Fridays between 5:00 pm and 8:00 pm Mountain Time, on Saturdays between 8:00 am and 8:00 pm Mountain Time, and/or on Sundays between 8:00 am and 5:00 pm Mountain Time; (c) promote hockey skill development through USA Hockey sanctioned Initiation Program(s) or equivalent development program(s); (d) comply with all CCHYL rules and regulations; and (e) maintain liability insurance coverage at an amount and scope customary for amateur ice hockey associations (collectively the “**CAP Association Eligibility Requirements**”)

3. **CAP ASSOCIATION PARTICIPATORY REQUIREMENTS.** Associations shall not be required to have a minimum number of Players or field a minimum number of teams participating in CCYHL games at particular age classifications or levels. Please refer to Section 2.4 of the Registration and Scheduling Policies section of CCYHL Rules and Regulations.

4. **ELIGIBLE FOR PLAYOFFS.** All CAP Association teams participating in CCYHL activities shall be eligible for league play, and shall be eligible for league championships, playoffs and/or postseason play.

5. **CAP Transfer Policy.** All CAP members have to abide by all CCYHL Bylaws, Rules and Regulation including but not limited to the Player Transfer Rules. Please see section 2.7 of the Registration and Scheduling Policies section of CCYHL Rules and Regulations.

6. **CAP REQUEST.**

a. Any Association desiring to participate in CCYHL activities as a CAP Association (a “**CAP Applicant**”) must submit a request in writing (the “**CAP Request**”) to the President of CCYHL. The CAP Request should include: (1) written documentation demonstrating the CAP Applicant satisfies all CAP Association Eligibility Requirements; and (2) a written development and growth plan describing current and planned programs and events and anticipated source of players and CAP Association growth.

b. The CAP Request must be submitted by the CAP Applicant on or before June 1 (the “**CAP Deadline**”). Applicants are required to follow all CCYHL Bylaws, Rule and Regulations immediately upon submitting an application.

c. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the CAP Request, in accordance with the provisions of Article VII.

d. For any CAP Request to be approved, at least four-fifths (4/5) of Members must attend the Meeting where a vote occurs and at least two-thirds (2/3) of the votes cast by Members in attendance must be in favor of approval of the CAP Request, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary.

e. A CAP Association must submit a new CAP Request for each hockey season in which it desires to participate in CCYHL activities. There shall be no limit to the number of hockey seasons for which a CAP Association may submit a CAP Request; provided, however, that approval of a CAP Request for one hockey season does not guarantee approval of a CAP Request in a subsequent hockey season. Approval of a CAP Request for one CAP Association does not guarantee approval of a CAP Request for a different CAP Association.

## **ARTICLE VI. BOARD OF DIRECTORS AND OFFICERS**

1. **BOARD OF DIRECTORS.** The Board of Directors shall consist of one Designated Representative from each Member. Unless otherwise specified in these Bylaws, each Member, through its Designated Representative, will be entitled to cast one vote with respect to any matter before the Board of Directors.

2. **PROBATIONARY MEMBERS.** Each Probationary member will have one Designated Representative authorized to attend Meetings; provided, however, such Probationary Member will not be entitled to vote on CCYHL matters.

3. **DESIGNATED REPRESENTATIVES.** Each Member and each Probationary Member shall identify to the Secretary, in writing, the primary Designated Representative for that Member or Probationary Member. The primary Designated Representative must be the current president or executive director of the Member or Probationary Member.

In addition, each Member and each Probationary Member shall identify to the Secretary, in writing, up to two additional individuals who may serve as an alternate Designated Representative when the primary Designated Representative is unavailable. All primary and alternate Designated Representatives must be members of CAHA and USA Hockey. Any notification required to be issued by CCYHL to a Member or Probationary Member shall be sent to the primary Designated Representative. The identification of primary and alternate Designated Representatives may be amended or revised by a Member or Probationary Member no more than twice in any fiscal year.

4. **EXECUTIVE OFFICERS AND EXECUTIVE COMMITTEE.** The Executive Officers will consist of the President, the Vice President, the Secretary, the Treasurer and a Director-At-Large. Collectively, the Executive Officers will form the Executive Committee. One person may not hold more than one Executive Officer position. An Executive Officer may serve

as the Designated Representative of a Member. All Executive Officers must be members of CAHA and USA Hockey.

5. **PRESIDENT.** The President shall be the chief executive officer of CCYHL, and, subject to the control of the Board of Directors, shall have the responsibility for the general management of the affairs of CCYHL, and shall carry out the resolutions of the Board of Directors. He or she may sign, with the Secretary or any other proper Executive Officer authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of CCYHL, or shall be required by law to be otherwise assigned or executed; and in general shall perform all duties incident to the office of Present and such other duties as may be prescribed by the Board of Directors from time to time, including but not limited to the following:

- Oversee all operations of Board and develop yearly goals and objectives for the Board
- Assist any approved contractor or volunteer on potential sponsorship
- Delegate responsibilities to Board members and Directors
- Schedule monthly Board meetings
- Host annual planning meeting prior to elections for general recommendations for the next season
- Preside at all meetings of the Board of Directors and the Executive Committee.
- Call meetings of the Executive Committee and the Board of Directors.
- Interpret bylaws and rules and make decisions on questions arising from emergencies not provided for in the Bylaws or Rules and Regulations
- Manage the day to day affairs of CCYHL
- Run the CCYHL elections at the meetings of the Board of Directors
- Prepare and distribute any document for publication annually to members
- In conjunction with the Executive Committee, appoint members of all standing committees or special committees of CCYHL

6. **VICE PRESIDENT.** The Vice President shall, in the absence of the President or in the event of his or her death, inability or refusal to act, perform all duties of the President, and when so acting, shall have all the powers of and

be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors, including but not limited to the following:

- Perform special assignments deemed necessary by the President and/or the Executive Committee
- Oversee the player transfers and recommend disputes to the Board for in conjunction with the President
- Oversee/work with President for potential rule changes and information coming from CAHA
- Assist in Marketing and Social media for CCYHL
- Maintain association or USA Hockey policies for discipline purposes, implementing suspensions as needed
- Be the Chairperson of the Rules Committee, if applicable

7. **TREASURER.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of CCYHL; (b) receive and give receipts for moneys due and payable to CCYHL from any source whatsoever, and deposit all such moneys in the name of CCYHL in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors, including but not limited to the following:

- Recommend league fees for the upcoming season for board approval
- Pay all rightful obligations of CCYHL
- Provide annual financial report of operations to Members
- Present a budget for the upcoming fiscal year to the Executive Committee prior to the beginning of each fiscal year
- Render a financial account at the end of each fiscal year and at any other time directed by the Executive Committee
- Arrange for the filing of required government informational returns, as approved by the Executive Committee
- Forward invoices for payment as necessary and ensure prompt payments to vendors
- Track revenues and expenses and prepare monthly status reports to board members

- Maintain financial records available for review by Board, parents and auditors
- Prepare all necessary documents for completing taxes for CCYHL

8. **SECRETARY.** The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors and the Executive Committee; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors, including but not limited to the following:

- Prepare and send minutes to the Directors
- Serve as Chairperson of the Post Season Tournament Committee, if applicable
- Notify the Directors of meetings and other important matters

9. **DIRECTOR-AT-LARGE.** The Director-at-Large shall perform such duties as from time to time may be assigned to him or her by the President or by the Board of Directors, including but not limited to the following:

- Track player movement between CCYHL Clubs, and notify the CCYHL Executive Board on any additional movement approved between clubs
- Enforce CCYHL player movement rules, and notify the CCYHL Executive Board of any disagreements between clubs on player movement
- Oversee the CCYHL Playoff structure

10. **TERM OF OFFICE.** Each Executive Officer will serve at the pleasure of the Board of Directors for a two (2) year term. Each Executive Officer shall hold office until his successor has been duly elected and qualified, or until his or her death, or until removal or resignation of such Executive Officer as otherwise provided in this Article. The President, Secretary and Director-At-Large will be elected during even years at the Annual Meeting of the Board of Directors. The Vice President and Treasurer will be elected during odd years at the Annual Meeting of the Board of Directors.

11. **REMOVAL.** The Board of Directors may remove any Executive Officer with or without cause at any time by a majority vote of such Board.

12. **RESIGNATION.** Any Executive Officer may resign at any time by giving written notice to the President and Secretary. The resignation of any Executive Officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

13. **LIMITATION ON SUCCESSION.** There is no limitation on the number of terms which may be served by an Executive Officer.

14. **BONDING OF DIRECTORS AND OFFICERS.** All Executive Officers must be USA Hockey Members and agree to be covered by the USA Hockey Directors and Officers Liability Insurance Policy, which may also include a crime policy, to the maximum extent allowed under that Policy.

15. **ELECTION OF OFFICERS.** Executive Officers will be elected at the Annual Meeting. Nominations may be, but are not required to be, made in advance of the Meeting, and nominations from the floor of the Meeting will be accepted. It is not a requirement that a person be a member, director or officer of an Association that is a Member in order to be nominated or serve as an Executive Officer. No person will be elected to any Executive Officer position unless that person has provided the Board of Directors with indication that, if elected, he or she is willing to serve and is a member of CAHA and USA Hockey.

16. **VACANCIES.** In the event of death, resignation, removal or disqualification of any Executive Officer, the President will appoint a substitute officer subject to confirmation at the next Annual, General or Special Meeting of the Board of Directors. In the event of death, resignation, removal or disqualification of the President, the Vice President will assume the duties of the President until the next Annual, General or Special Meeting when the election of a new President will take place to fulfill the remaining term of that office.

17. All Board of Directors are required to register with USA Hockey.

18. All Board of Directors are required to maintain current and approved SafeSport and Background Screening status.

19. **Conflict of Interest Policy**

**All CCYHL Board Members are required to sign the following Conflict of Interest Policy.**

It is in the best interest of the Colorado Competitive Youth Hockey League to be aware of and properly manage all conflicts of interest. This **Conflict of Interest** Policy is designed to help board members, staff and volunteers of the Colorado Competitive Youth Hockey League identify situations that present possible conflicts of interest and to provide the Colorado Competitive Youth Hockey League with a procedure whereby such potential conflicts may be reviewed by an appropriate party when necessary. 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.

1. **Conflicts of Interest Defined.** In this Policy, a person with a conflict of interest is referred to as an "Interested Person." For purposes of this Policy, the following circumstances shall be deemed to create a Conflict of Interest:

A. A director, officer, employee or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with the Colorado Competitive Youth Hockey League for goods or services.

B. A director, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between the Colorado Competitive Youth Hockey League and an entity in which the director, officer, staff or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.

C. A director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with the Colorado Competitive Youth Hockey League.

D. A director, officer, employee or volunteer, (or a family member of any of the foregoing) has an interest in the outcome of a disciplinary matter or investigation with the Colorado Competitive Youth Hockey League.

Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of the Colorado Competitive Youth Hockey League. All such circumstances should be disclosed to the board or staff, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of the Colorado Competitive Youth Hockey League are not compromised by the personal interests of stakeholders in the organization.

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of the Colorado Competitive Youth Hockey League.

## **2. Definitions.**

A. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.

B. An "Interested Person" is any person serving as an officer, member of the Board of Directors, staff or volunteer of the Colorado Competitive Youth Hockey League or a major donor to the Colorado Competitive Youth Hockey League or anyone else who is in a position of control over the Colorado Competitive Youth Hockey League who has a personal interest

that is in conflict with the interests of the Colorado Competitive Youth Hockey League.

C. A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an Interested Person.

D. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

E. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to the Colorado Competitive Youth Hockey League is not a Contract or Transaction.

### **3. Procedures.**

A. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.

B. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.

E. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the Colorado Competitive Youth Hockey League has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.

F. Interested Persons who are not members of the Board of Directors of the Colorado Competitive Youth Hockey League, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect the Colorado Competitive Youth Hockey League's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

4. **Confidentiality.** Each director, officer, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of Colorado Competitive Youth Hockey League. Furthermore, directors, officers, employees and volunteers shall not disclose or use information relating to the business of Colorado Competitive Youth Hockey League for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

5. **Administration of Policy.** Each board member, staff and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.

A. Annually each director, officer, employee and volunteer shall complete a disclosure form identifying any relationships, positions or circumstances in which he or she is involved that he or she believes could contribute to a Conflict of Interest.

B. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated to all staff and volunteers

6. **Acknowledgement of Conflict of Interest Policy.** The undersigned hereby acknowledges that he or she has read the Colorado Competitive Youth Hockey League Conflict of Interest Policy, has had an opportunity to ask any questions that he or she may have about the policy, and understands and agrees to comply with the policy.

## ARTICLE VII. MEETINGS

1. **ANNUAL MEETING.** A regular Annual Meeting of the Board of Directors shall be held at such time and place as shall be fixed from time to time by the Board of Directors; provided, however, that unless otherwise indicated in writing by the President, the Annual Meeting shall be conducted in July of each fiscal year. Each successive Annual Meeting shall be held on a date not more than twelve (12) months following the preceding Annual Meeting, or as soon as practicable thereafter. Members and Probationary Members shall be required to attend the Annual Meeting; failure to attend the Annual Meeting may subject the Member or Probationary Member to suspension or termination of Membership pursuant to Section 5 of Article IV.

2. **GENERAL MEETINGS.** Regular General Meetings of the Board of Directors shall be held at such time and place as shall be fixed from time to time by the Board of Directors. The Board of Directors shall conduct at least five (5) General Meetings each fiscal year.

3. **SPECIAL PURPOSE MEETINGS.** Special Purpose Meetings to discuss a particular matter may be called by or at the direction of the President, or by or at the direction of two or more Members. Once called, the President will schedule a Special Purpose Meeting as soon as reasonably possible, but in any event within thirty (30) calendar days.

4. **QUORUM.** Except to the extent herein provided, two-thirds (2/3) of the Members, represented by the designated representatives, shall constitute a quorum. A quorum must be present at any Annual, General or Special Purpose Meeting to conduct any business of CCYHL, including any voting matters. A majority of Members present, whether or not a quorum is present, may adjourn a meeting to another time and place.

5. **SIMPLE MAJORITY REQUIRED.** Unless otherwise specified in these Bylaws or otherwise required by law, any action placed before the Board of Directors will be considered duly taken, adopted, or ratified if a simple majority of votes are cast in favor of the action at a meeting at which a quorum of Members were present at the onset. Abstention votes do not count in the tally.

6. **METHOD OF VOTING.** Voting shall be done in person. Voting by proxy or absentee ballot shall not be permitted. Voting shall be by voice vote or show of hands unless the Board of Directors determines that a secret ballot shall be utilized.

7. **NOTIFICATION OF MEETINGS.** Written, oral, or any other method of notice of the time and place shall be given for any Annual, General or Special Purpose Meeting in sufficient time for the convenient assembly of the Board of Directors; provided, however, that any notice required hereunder shall be given at least twenty-four (24) hours prior to any such Special Purpose Meeting, and at least fifteen (15) days prior to any Annual or General Meeting. Notice of an Annual or General Meeting need not include a description of the purpose or purposes for which the Meeting is called unless a purpose of the Meeting is to consider an amendment or restatement to the Articles of Incorporation or Bylaws, a plan of merger, disposition of substantially of the property of CCYHL, or dissolution of CCYHL. Notice of a Special Purpose meeting shall include a description of the purpose or purposes for which the meeting is called. The requirement for furnishing notice of a meeting may be waived by any participant who signs a Waiver of Notice before or after the meeting, or who attends the meeting without protesting the lack of notice to him or her.

8. **PARTICIPATION DURING MEETINGS.** Only primary or alternate Designated Representatives of Members and Probationary Members will have the right to be recognized and heard at any Annual, General or Special Purpose Meeting. The President will have the discretion, but not the duty, to permit persons other than Designated Representatives to be heard at any Annual, General or Special Purpose Meeting.

9. **RESOLUTION.** Any action authorized by Resolution, in writing, by all Members entitled to vote thereon and filed with the minutes of CCYHL shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called Annual, General or Special Meeting.

10. **PRESIDING AT MEETINGS.** The President shall preside at all Annual, General and Special Meetings. If there is not a President, or in his or her absence, any other Executive Officer shall preside.

11. **PARTICIPATION BY ELECTRONIC MEANS.** Any person may participate in any Annual, General or Special Purpose Meeting by means of telephone conference, video, or similar communications means by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the Meeting.

12. **PRESUMPTION OF ASSENT.** Any person who is present at an Annual, General or Special Purpose Meeting at which action on any CCYHL matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the Meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the Meeting. Such right to dissent shall not apply to a person who voted in favor of such action.

13. **ROBERT'S RULES OF ORDER.** The rules contained in the current edition of Robert's Rules of Order Newly Revised will be the authority for all questions of procedure at any Annual, General or Special Meeting.

14. **ORDER OF BUSINESS.** All meetings shall be governed by an order of business. Unless otherwise specified in the meeting notice, the order of business at all meetings shall be as follows:

- a. Call to Order
- b. Roll Call / Confirmation of Quorum
- c. Election, if any
- d. Consideration of Minutes of Previous Meeting
- e. Communications
- f. Treasurer's Report
- g. Reports of Officers, Committees, and Administration
- h. Old Business
- i. New Business
- j. Adjournment

## **ARTICLE VIII. COMMITTEES**

1. **COMMITTEES.** The Board of Directors, by Resolution adopted by a majority present at a Meeting in which a quorum is present, may designate one or more committees, advisory boards or task forces, to perform specific duties, from time to time, with the delegated authority, if any, as determined by Resolution of the Board of Directors. Except as otherwise provided in such Resolution, members of each such committee shall be appointed by the Board of Directors. The Board of Directors may remove any member of any such committee, with or without cause, whenever in their judgment the best interests of CCYHL shall be served by such removal.

## **ARTICLE IX. FINANCE AND ASSESSMENTS**

1. **CCYHL ACCOUNTS.** All funds of CCYHL will be deposited and maintained in insured depository accounts, checking or savings. All such accounts will be maintained in the name of CCYHL. The President, the Vice President, the Secretary, and the Treasurer will be the sole authorized signatures for withdrawal of CCYHL funds. Withdrawals of amounts less than fifteen thousand dollars (\$15,000.00) shall require one of the four authorized signatures. Withdrawals of amounts of fifteen thousand dollars (\$15,000.00) or more shall require two of the four authorized signatures. The Treasurer will have the responsibility of depositing all CCYHL monies. The CCYHL monthly statement will be addressed to the President and will be available at the general meetings.

2. **ASSESSMENTS.** CCYHL will have the power to levy assessments against Members, Probationary Members and/or CAP Associations in order to (a) to raise funds sufficient to operate CCYHL in the manner contemplated by these Bylaws; (b) to raise funds for the purposes expressly authorized by the Board of Directors; and (c) to levy fines and penalties authorized by the Board of Directors in enforcement of policies and rules governing the operations of CCYHL and all competitive play among teams of Members, Probationary Members and CAP Associations.

3. **FUNDRAISING.** CCYHL will not direct fundraising promotions.

4. **CCYHL EARNINGS.** No part of the net earnings of CCYHL shall benefit or be distributable to the Executive Officers, designated representatives representing members on the Board of Directors, or other private persons, except that CCYHL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

5. **COMPENSATION.** The Board of Directors may approve and pay stipends to persons providing services to CCYHL, based on their functionality. The Board of Directors may approve and pay appropriate compensation for any hired or contracted services; provided, however, that such compensation is consistent with the terms of these Bylaws.

6. **GIFTS.** The Board of Directors may accept on behalf of CCYHL any contribution, gift, bequest or devise for the general purposes of or for any special purposes of CCYHL; provided, however, that such acceptance is consistent with the terms of these Bylaws.

## **ARTICLE X. DISSOLUTION.**

1. **DISSOLUTION.** Upon dissolution of CCYHL, the Board of Directors shall, after paying or making provision for the payment of all the known debts and liabilities of

CCYHL, dispose of all the assets of CCYHL exclusively for the purposes of CCYHL in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue Law or federal tax code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of CCYHL is then located, exclusively for such purposes or to such organization or organizations as such Court shall determine, which are organized and operated exclusively for such purposes. No private individuals shall share in the distribution of any corporate assets upon dissolution of CCYHL.

## **ARTICLE XI. PRECEDENCE AND ISSUANCE OF RULES AND REGULATIONS**

1. **RULES AND REGULATIONS.** The Board of Directors will have the power and the duty to publish "CCYHL Rules and Regulations" governing activities of Members, Probationary Members and CAP Associations, including the scheduling of CCYHL ice hockey games. CCYHL Rules and Regulations will be furnished to all Members, Probationary Members and CAP Associations prior to the start of the CCYHL season.

2. **CONFLICT.** These Bylaws and the Rules adopted hereunder supplement Rules issued by USA Hockey and CAHA and place additional requirements, restrictions, and penalties upon Member organizations, clubs, teams, players, officials and other individuals participating in CCYHL events. To extent permissible under Colorado law, in the event of conflict, the Rules of USA Hockey and CAHA take precedence over these Bylaws and CCYHL Rules and Regulations.

## **ARTICLE XII. INDEMNIFICATION AND LIMITATION ON LIABILITIES**

1. **INDEMNIFICATION.** Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that he or she, his or her estate, or its personal representative is or was a Director, Officer, Designated

Representative, contractor or employee of or for CCYHL or an individual (including a medical staff appointee) acting as an agent of CCYHL or who serves or served any other corporation or other entity or organization in any capacity at the request of the CCYHL, shall be and hereby is indemnified by the CCYHL, except as otherwise limited by these Bylaws.

2. **NO PERSONAL LIABILITY.** No Director, Officer, Designated Representative, contractor, employee or agent shall have a personal liability for monetary damages for breach of fiduciary duty or resulting from any acts or omissions made in good faith; provided, however, that the foregoing provision does not eliminate or limit the liability of acts or omissions which involve intentional misconduct or a knowing violation of law, or any transaction from which the Director, Officer, Designated Representative, contractor, employee or agent directly or indirectly derived an improper personal benefit.

3. **INDEMNIFICATION AMOUNTS.** The indemnification contained in these Bylaws shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the Colorado, as they may be amended from time to time, or such other law as may be applicable to the extent such other law or laws are not inconsistent with the laws of Colorado

4. **REIMBURSEMENTS.** To the extent permissible by Colorado law, CCYHL will pay for or reimburse the reasonable expenses incurred by a Director, Officer, Designated Representative, contractor, employee or agent of the CCYHL who is a party to a proceeding that is covered by the foregoing indemnification provisions in advance of final disposition of the proceeding.

5. **NOT EXCLUSIVE.** The right of indemnification provided in this Article shall not be deemed exclusive of any other rights to which any Director, Officer, Designated Representative, employee or agent of CCYHL may now be or hereafter become entitled independent of the provisions of this Article.

## **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

1. **ADMINISTRATIVE SUPPORT.** The Board of Directors may approve the hiring or contracting of one or more administrators to support CCYHL business and activities.

2. **AMENDMENTS.** The Board of Directors shall have the power to make, alter or repeal, from time to time, these Bylaws, and the new or amended Bylaws may be

adopted at a Meeting at which at least four-fifths (4/5) of Members are in attendance and where at least two-thirds (2/3) of the votes cast by Members in attendance are in favor of amendment, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary. The President will provide at least fifteen (15) days notification of the intent to present amendments to the Bylaws to the Board of Directors. Where other law requires that action be taken by a higher percentage vote of the Board of Directors, then the Bylaws cannot be amended except by a vote of that required percentage.

3. **NON-DISCRIMINATION.** CCYHL does not and shall not discriminate on the basis of race, color, religious belief, sex or national origin.

4. **EFFECTIVE DATE.** These Bylaws shall become effective upon the adoption by the Board of Directors of CCYHL.

5. **FISCAL YEAR.** The fiscal year of the CCYHL shall begin July 1st and end June 30th of the following year, and may be changed, as the Board of Directors shall at any time determine.

6. **BOOKS AND RECORDS.** CCYHL shall keep at its principal office complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Directors or any committee appointed by the Board of Directors. All books and records of CCYHL may be inspected by any Director or Member, or his or her agent or attorney, for any purpose and at any reasonable time. The books of account shall be independently audited at any time deemed necessary by the Board of Directors.

## **ARTICLE XIV. EMERGENCY BYLAWS**

1. **EMERGENCY BYLAWS.** The Emergency Bylaws provided in this Article XIII shall be operative during any emergency in the conduct of the business of CCYHL resulting from a catastrophic event preventing the formation of a quorum of the Board of Directors, notwithstanding any different provision in the preceding Bylaws. To the extent not inconsistent with the provisions of this Article XIII, the Emergency Bylaws shall remain in effect during such emergency.

2. **DURING AN EMERGENCY.**

- a. Any Director or officer of CCYHL may call a meeting of the Board of Directors. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the Meeting as circumstances permit in the judgment of the person calling the meeting.
- b. At any such Meeting of the Board of Directors, a quorum shall consist of the number of Directors in attendance at such meeting.
- c. The Board of Directors, either before or during any such emergency, may, effective during such emergency, change the principal office or designate several alternate principal offices or regional offices, or authorize the officers to do so.
- d. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all Directors, officers or agents of CCYHL shall for any reason be rendered incapable of discharging their duties.
- e. No Directors, officer or employee acting in accordance with these Emergency Bylaws shall be liable on the ground that the action was not an authorized corporate action.
- f. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors, but no such repeal or change shall modify the provisions of the preceding paragraph with regard to action taken prior to the time of any such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

**IN WITNESS WHEREOF**, the undersigned hereby certifies that the foregoing is a true and correct copy of the Amended and Restated Bylaws of Colorado Competitive Youth Hockey League, adopted in accordance with Colorado law by the Board of Directors on the 17th day of April, 2023.

Secretary, Colorado Competitive Youth