BYLAWS

OF

SAN LUIS VALLEY YOUTH HOCKEY ASSOCIATION
Colorado Nonprofit Corporation

ARTICLE I – ORGANIZATION

Section 1. Name and Mission:

The name of this corporation shall be the San Luis Valley Youth Hockey Association (herein“SLVYHA” or “Valley Hockey” or “Association”). SLVYHA is a non-profit corporation formed with the intent to promote the growth of ice hockey in the San Luis Valley and to provide the best possible experience for all participants by education, encouraging, developing, advancing, and administering the sport.

Section 2. Principal Address:

The principal address of the Association shall be PO Box 615, Alamosa CO 81101.

Section 3. Non-profit Status:

This Association is not organized for profit, and no part of the net earnings of the Association shall inure to the benefit of, or be distributed to, its members, officers, directors, or any other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to the Association. The Association shall further not carry on any activities not permitted to be carried on by a nonprofit corporation either under the laws of the State of Colorado or under Sections 501(c)(3) and 170(c) of the Internal Revenue Codes and it regulations for tax exempt organizations as the same not exist, or as they may hereafter be amended from time to time.

Section 4. Use of Funds:

All funds and property of this Association shall be used and distributed exclusively for carrying out the purposes of the Association as set forth in Article II. The San Luis Valley Hockey Youth Hockey Association Financial Policy can be found in Article X.

Section 5. Fiscal Year:

The fiscal year of the Association, for tax purposes, shall be a calendar year. The hockey year shall run from August 1st to July 31st.

Section 6. Contracts, Loans, Checks, and Deposits:

A. Contracts:
The board may authorize any officer or officers, agent or agents, or committees, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Unless authorized by the Governing Board, no officer, agent, or employee shall have any power or authority to bind the Association to any contract or engagement. All contracts will be authorized by a resolution of the board.

B. Loans:
No loans shall be incurred by the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board.

C. Checks, Drafts, etc.:
All checks, drafts, association credit card or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the board.

D. Deposits:
All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the board may elect.

Section 7. Financial Statement:

The treasurer shall, at least once each year or at the request of the Governing Board, prepare a true statement of the assets and liabilities of the Association for the preceding hockey year. The hockey year runs August 1st through July 31st of the following year.

Section 8. Budget:

The Governing Board shall prepare a working budget for the upcoming hockey year for the purpose of evaluating incomes and expenses and determining registration fees and fundraising requirements. The budget will be approved annually by the Governing Board before that hockey year starts.

Section 9. Audit:

The Governing Board may elect to contract with an independent agency to conduct an audit of the Association's financial statements when it deems appropriate.

Section 10. Dissolution:

In the event of dissolution of the Association, no member, officer, director, or private individual shall be entitled to any distribution or division of its remaining property or its proceeds. The balance of all its assets, after the payment of all the liabilities of the Association, shall be disposed of and distributed by the Governing Board to a successor organization exclusively for the same purposes as this Association, in such manner or to such organization or organizations as may be engaged in activities substantially similar to this organization and which shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue code as the Governing Board shall determine. Any such assets not so disposed of shall be disposed of by the Twelfth District Court of the State of Colorado exclusively for such purposes engaged in activities substantially similar to this Association and which are operated exclusively for exempt purposes.

ARTICLE II – PURPOSES

Section 1. Statement of Purpose:

The purposes for which the Association is organized are exclusively for charitable, educational, and amateur sports purposes, within the meaning contemplated by Section 501(c)(3) of the Internal Revenue Code and its Regulations as the same now exist or as they may hereafter be amended from time to time, which purposes are more particularly described as follows:

A. To promote the game of hockey and provide an appealing environment that will enhance mental and physical skills while fostering teamwork, competition and sportsmanship to all players of the San Luis Valley.
B. To cooperate and affiliate with other hockey organizations in and around this geographic area for the furtherance of the Association's purposes.
C. To work and cooperate with other citizens and organizations of groups interested in the same or similar purposes as set forth herein.
D. To conduct fundraising projects and otherwise solicit and receive donations and funds for the accomplishment of its exempt purposes.
E. To promote, encourage, conduct, and operate such other charitable, educational, civic, and social purposes as members of this Association may from time to time deem fit and proper.
F. To make and enter into all manner and types of contracts, agreements, and obligations by or with any person, corporation, or public agency or department, and to borrow money by issuing its own notes or other evidence of indebtedness, securing the same as it may deem best, provided any such contracts, agreements, obligations and borrowing of money are suitable or proper for the accomplishment of any of its exempt purposes.

G. To do, generally everything suitable or proper for the accomplishment of any of the exempt purposes.

ARTICLE III – Governing Board

Section 1. Governing Board:

A. SLVYHA will have as its governing body a Governing Board.
B. The ***Governing Board*** shall serve as follows so that the board terms are staggered:
   a. President and Vice President shall serve three (3) year terms
   b. Secretary and Treasurer shall serve two (2) year terms
   c. Director of Operations shall serve a three (3) year term
   d. Three (3) At-Large Board Members shall serve a three (3) year term.
C. The members of the Association shall elect all eight (8) Board Members.
D. The Governing Board shall manage the property and affairs of SLVYHA.
E. If at all possible the City of Alamosa's Parks and Recreation Department shall have a representative serve on the SLVYHA Governing Board in a non-voting ex official role. It can be an employee of the Alamosa Parks and Recreation Department or a member of the Alamosa Parks and Recreation Advisory Board.
F. Board members should use their designated Association email accounts for all board-related communications to maintain security, professionalism, and adherence to Association policies. While personal email may be used for incidental personal matters, it should be avoided for board business, especially sensitive information, to minimize risks of data breaches, confidentiality breaches, and potential legal issues.

Section 2. Election of Governing Board:

A. Elections will be held each April at the annual meeting for those positions becoming vacant. Newly elected board members will begin their term at the May meeting. A newly elected Board Member must serve on the Governing Board for 1 (one) year before applying to be President. The outgoing board members are asked to attend the May meeting to help with the continuity of the position.
B. The secretary is responsible for announcing open board positions and initiating conversations with potential candidates. The names of such candidates shall be listed on the notice of meeting delivered to each member prior to the annual meeting. Any interested individual may be nominated to run for election to the Governing Board. All nominations of candidates must be submitted, in writing, to the secretary no later than the regular meeting preceding the annual meeting. The nominating committee will conduct and supervise the election at the annual meeting. All nominees for election to the board must agree to serve if elected. The Secretary of the Association shall receive, tally and record the results of the election. Votes will be tallied by another board member if the Secretary has a conflict of interest or if their name appears on the ballot. All elections of directors shall be held by secret ballot.
C. When a board seat becomes vacant for any reason, the Governing Board may, at their sole discretion, appoint a member to serve the remainder of the three (3) year term.
D. In the event of tied vote;

a. A tie vote might require holding another election.
b. Chosen by lot: For elections or decisions, selecting the winner by lot (e.g. flipping a coin, drawing names from a hat).
c. Designated tie-breaker: For closely held businesses, board members can designate an independent party (e.g. the City Liaison) to cast a vote to break a deadlock.

Section 3. Governing Board Member Participation:

The active participation of all board members is encouraged, including attendance at all regularly scheduled meetings of the Governing Board. Each Board Member shall attend seventy-five (75%) percent of scheduled meetings in person. Each Board Member shall inform the President or Secretary of the Board in advance of their inability to attend a Board meeting. Absence from three (3) consecutive meetings, or a total of four (4) absences during a fiscal year, shall be grounds to bring the matter before the board.

Section 4. Regular Meetings:

The Governing Board will meet monthly as determined by the board. meeting notices, agendas and approved meeting minutes, when applicable, will be emailed to the membership. Agendas will be emailed to the membership, no less than twenty-four (24) hours prior to any meeting. Meetings will be held monthly in the second week of the month on an agreed upon day, barring unusual circumstances. In those cases the meeting will be held on the agreed upon day in the third week of the month. Notice of the board meeting will be emailed to membership. Any member wishing to express a relevant opinion is welcome to attend the Board meetings. Comments will be heard during the "Open Comments by Members" section of the meeting. General comments will be limited to three (3) minutes per member. Any comment requiring board discussion shall be submitted to the board secretary no later than one (1) week prior to the scheduled meeting to be added to the agenda. Motions will be made by and accepted by Board Members. Only Board Members may vote on the motions brought forward. Board Members wanting an item on the agenda must inform the President or Secretary no less than one calendar week prior to the next scheduled meeting. Presence of fifty (50) percent or more of the Members of the Board shall constitute a quorum for the transaction of business. Board members are allowed to vote by signed written proxy.

A. In the event the President and/or Vice President are not able to attend and host a scheduled board meeting, the Secretary and Treasurer may host the scheduled meeting if all other meeting requirements of Section 4 are met.

Section 5. General Meeting Order of Business:

The order of business for meetings of the Governing Board shall be as follows:
1. Call to Order
2. Roll Call
3. Agenda Additions, Corrections or Blanket Motions
4. Agenda Approval

5. Meeting Minutes Approval From Previous Meeting
6. Treasurer Report Approval
7. Secretary Report
8. Registrar Report
9. Director of Operations Report
10. Fundraising Chair Report
11. Media Chair Report
12. President Report
13. Coaches Report
14. Old Business
15. New Business/Discussion Items
16. Open comments by members
17. Executive Session-if needed
18. Adjournment

Section 6. Special Meetings:

Special Meetings of the Governing Board may be called by the President or by written request to the President by at least fifty (50) percent of the Board members. The President or Secretary shall notify members of the Board of the date, time, and place of the meeting in advance of the meeting. The Notice and agenda of the special meeting will be emailed to membership. The presence of fifty (50) percent or more of the Board Members shall constitute a quorum for transaction of business.

Section 7. Annual Meeting Notice and Quorum:

The Annual Meeting of active members shall be held in April of each year, after the formal hockey season closes. At least fifteen (15) days prior to the Annual Meeting, written notice of the time and place shall be emailed to the address of each active member entitled to vote at the meeting and posted on the Association website. The active members present at the Annual Meeting shall constitute a quorum.

Section 8. Annual Meeting Order of Business:

The order of business at the Annual Meeting, unless amended by majority vote of those present, shall be as follows:

1. Call to order
2. Minutes of the last annual meeting and Treasurer’s Report
4. Written or oral reports of officers, including Report by the President
6. Election of Board Members
7. Other Business
8. Adjournment

Section 9. Election of Officers:

At the first regular or special meeting of the Governing Board following the election of new board members, the board, as then constituted, shall elect any vacant officer positions.. Officers will be President, Vice President, Secretary, and Treasurer. The Governing Board may create other offices, as it deems appropriate.

Section 10. Limited Liability:

No board member shall be liable in any manner for any debts or obligations of the Association and shall not be subject to any manner of assessment by virtue of his or her membership of the board.

Section 11. Indemnification of Board Members:

Except in cases of gross negligence, or misconduct, SLVYHA shall indemnify any Board Member who was or is made a party or is threatened to be made a party to, or is involved in, any threatened, pending, or completed actions, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereinafter a *"Proceeding"*), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, is or was a Board Member of the SLVYHA shall be indemnified by the SLVYHA *to the fullest extent permitted*, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the SLVYHA to provide broader indemnification rights than said law permitted the SLVYHA to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Board Member in connection with such Proceeding, and indemnification under this section shall continue as to a Board Member who has ceased to serve in the capacity that initially entitled such Board Member to indemnity hereunder. The rights granted pursuant to this section shall be deemed contract rights, and no amendment, modification, or repeal of this section shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modifications, or repeal.

Section 12. Resignation or Removal:

A. Resignation:

Any member of the Governing Board may resign and/or withdraw from membership in the Association at any time, upon written notice of their desire delivered to the President or Secretary of the Association.

B. Removal:

A Board Member may be removed from office by the affirmative vote of a majority of the Governing Board (5 or more) for malfeasance, lack of sympathy with the purpose of the

Association, refusal to render reasonable assistance in carrying out the purpose of the Association, or failure to meet the participation requirements outlined in Article III, Section 3. Any board member may request a vote at any meeting of the board to remove any other board member provided that no such vote shall be held unless the Board Member(s) requesting the vote mail, via electronic mail, a written notice to every member of the Governing Board at least ten (10) days before the meeting, advising all members of the Governing Board that they intend to request such a vote, and stating the name of the Board Member that they propose to remove and the grounds for the proposed removal.

Section 13. Conflict of Interest:

A. Overview

It is in the best interest of the San Luis Valley Youth Hockey Association (the "Association" or "SLVYHA") 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 Association identify situations that present possible conflicts of interest and to provide the Association 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.

B. Conflicts of Interest

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 board member, officer, employee, or volunteer, is a party to a contract, or involved in a transaction with the Association for goods or services.

(b) A board member, officer, employee, or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between the Association 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 board member, 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 Association.

(d) A board member, 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 Association.

C. Duality of Interests

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 Association. 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 Association are not compromised by the personal interests of stakeholders in the organization.

D. 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 Association.

E. Policy Definitions

(a) A "Conflict of Interest" is any circumstance described in Article II of this Policy.

(b) An "Interested Person" is any person serving as an officer, member of the Governing Board, staff or volunteer of the Association or a major donor to the Association or anyone else who is in a position of control over the Association who has a personal interest that is in conflict with the interests of the Association.

(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 Association is not a Contract or Transaction.

F. Procedures

(a) Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a board member or committee member having a Conflict of Interest and who attends 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 board member 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 Governing Board of the Association has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Governing Board.

(f) Interested Persons who are not members of the Governing Board of the Association, 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 Association's participation in such Contract or Transaction.

(g) 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.

G. Confidentiality

Each board member, 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 averse to the interests of the Association. Furthermore, board members, officers, employees, and volunteers shall not disclose or use information relating to the business of the Association for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

H. Administration of Policy

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

(a) Annually each board member, 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 Governing Board. Any changes to the policy shall be communicated to all staff and volunteers.

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST POLICY

The undersigned hereby acknowledges that he or she has read the Association 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 IV – BOARD MEMBERS

Section 1. Officer Duties:

Officers shall be members of the Board. The officers/Executive Committee of the Association shall be:

A. **President** – The duties of the President of the Association shall be to preside at the General Membership Meetings and the Governing Board Meetings; to set the Agenda for all meetings; to perform all other duties normally associated with the president of a non-profit organization of this type; and to act as the Association's representative at all USA Hockey meetings and functions. Attend CAHA meetings and maintain strong working relationships with the City of Alamosa.

B. **Vice-President** – The duties of the Vice-President shall be to assist the President in the general administration of the Association and its functions and programs and to preside in any meeting of the Association at which the President is absent. The duties of the Vice-President shall include, but not be limited to coordinating the activities of all standing and special committees of the Association and working with the President to solve all problems.

C. **Secretary** – The Secretary's responsibilities are to record the minutes of each board meeting, maintain correspondence as required; maintain compliance with all Association affiliations and other rules and regulations as may be applicable to the Association; obtain necessary material from USA Hockey, CAHA, and leagues, preparing and distributing documents as necessary; announce board position openings and initiate the nomination process; report business as required to the board and to retain and maintain the official records of SLVYHA.

D. **Treasurer** – The Treasurer's responsibilities are for the financial record keeping involving SLVYHA's expenses, revenues and any investments and/or disbursements and overall budget. This activity will be reported to the Board each month, with urgent matters to be discussed with the President. The Treasurer will also prepare annual financial reports and oversee the SLVYHA Scholarship. The Treasurer is responsible for assisting the registrar, when needed, in the registration process.

For additional information on Officer duties, please visit sanluisvalleyhockey.org. No Officer may hold more than one office.

Section 2. Director of Operations

The Director of Operations is accountable for the core operational functions of the youth hockey program, to include, but are not limited to: Attending league meetings as required, developing and managing the association's ice schedules. The Director will also have overall responsibility for scheduling team practices and games. The director of operations will determine appropriate tournaments for participation, with the input of coaches, and association board, as well as be responsible for the registration of said tournaments. The Director of Operations is a representative of the general hockey public, working in the best interest of the entire youth organization on behalf of the association's board. This position is not permitted to serve as the SafeSport Coordinator.

Section 3. At-Large Board Members:

At-large Board Members may be appointed by the Board to serve special functions within the Association on a year by year basis. The following positions must be filled in the Association, and other special positions will be created and filled as deemed necessary. Nothing herein shall be construed as prohibiting the Board from appointing a non Board member from serving in the following position.

ARTICLE V - OTHER POSITIONS

Other positions within the Association shall be held by members, as appointed by the Board. Appointments will take place at the July regular meeting. The other positions shall include, but are not limited to:

A. **SafeSport Coordinator**—The Association SafeSport Coordinator (ASSC) duties include monitoring the training of local program administrators and others within the Association. The ASSC serves as the SLVYHA initial contact for persons reporting suspected abuse, misconduct or other violations, compiles information on disciplinary issues within SLVYHA and, when appropriate, reports such information to USA Hockey. The SafeSport Coordinator cannot also be in the role of Director of Operations.

B. **Registrar** – The registrar manages the registration process, verifies and confirms each player's SLVYHA registration, registration with USA Hockey, date of birth, in conjunction with the board Treasurer to receive payments of SLVYHA registration fees. The Registrar ensures that rostered players and coaches meet all USA Hockey, CAHA and SLVYHA requirements to participate and that game rosters are accurate and comply with all rules and regulations for USA Hockey/CAHA. Organize and coordinate the certification of coaches within the USA Hockey coaching program. The registrar also maintains all registration and ensures all game suspension records are submitted to CAHA VP of Discipline and USA Hockey when applicable.

C. **Parent/Coach Liaison** - The primary role of a Parent Liaison is to act as a mediator between players and coaching staff and between parents and coaching staff. The Parent Liaison is to act in the best interest of the players and the team as a whole. Part of their role is to communicate with the coaching staff any concerns or questions brought forth by players and/or parents. The primary role of a Parent Liaison is to act as a mediator between players and coaching staff and between parents and coaching staff. The Parent

Liaison is to act in the best interest of the players and the team as a whole. Part of their role is to communicate with the coaching staff any concerns or questions brought forth by players and/or parents and to ensure the complaint process is followed. Any conflicts of interest will be reviewed by the Board.

D. **Fundraising Chair** – The duties of the of the Fundraising Chair shall be to direct and coordinate the fundraising efforts of the Association with oversight from the Treasurer, to recruit and develop individual and/or team sponsors from among interested individuals and businesses, to recruit and supervise fundraising activity volunteers (including concessions and all other fundraising activities) to assist in these efforts, and to report on such efforts to the Treasurer and/or Governing Board as required or requested by the board.

E. **Media Chair** - The Media Chair will create a strong identity for SLVYHA in the community. They will utilize and promote the most current information of the association on social media using; Facebook, Instagram, Twitter, TikTok, etc… All information posted will be accurate and detailed. They will maintain the website with up to date Association information, registration, sponsorship information and schedules. The Media Chair will work with other positions as needed to promote the association with oversight from the Governing Board..

F. **Team Managers** – The Team Manager for each team organizes volunteer positions for games hosted at SLVYHA's "home" ice such as scorekeeper, game music (if applicable), and score board worker. Team Managers also organize off-ice activities for their assigned team in coordination with the Director of Operations. Team Managers may arrange team travel logistics such as lodging reservation room blocks for "away" games, check teams into tournaments and assist the coaches in getting copies of the score sheet after all games. Other duties may be assigned by the board as needed. Team Managers are required to complete SafeSport training.

G. **City Liaison** - The City Liaison is responsible for coordinating ice time scheduling, facilitating clear communication between both entities, and ensuring alignment of facility needs, program priorities, and policies. The Liaison fosters a collaborative working relationship to support the success of both the hockey program and the city's recreational offerings.

H. **Equipment Manager**- The Equipment manager is responsible for managing the team's apparel inventory and ensuring our players are properly equipped for the season. This structured position is essential for maintaining our team assets, enforcing program policies, and keeping the club operating smoothly. This role requires strong organizational skills, basic record-keeping abilities, and close collaboration with both the club Treasurer and the Governing Board.

I. **Community Outreach**- The Community Outreach position drives organizational growth and visibility by managing community partnerships, local events, and parade participation to recruit young athletes. This position serves as the primary bridge between the club and area schools, youth organizations, and local events to promote programs and manage public outreach.

J. **Coaches**-Coaches must be at least 18 years of age. Each coach must wear a helmet on the ice at all times. A coach must be able to demonstrate skills in skating, hockey knowledge, teaching techniques, strategies, and skills in communicating with parents and players. Coaches responsibilities include but are not limited to planning, organizing, and implementing practices; directing assistant coaches and working with the team manager; teaching fundamentals of youth hockey as instructed by SLVYHA; being fair and impartial to all players; encouraging and fostering player and parent involvement; scheduling and conducting all necessary team meetings as required by SLVYHA; attending all league meetings and trainings as required by SLVYHA; and learning and following league rules, policies, and procedures.

Coaches must have attended (or will attend during the season) a coaching clinic sponsored by USA Hockey. The required coaching level designated by USA Hockey must be attained by December 31st. Coaches are encouraged to attend as many clinics as possible. Coaches are expected to attend all practices and games of their respective teams; this generally includes no less than two practices per week and one game per week during the season which runs generally from late-December to mid-February.

All coaches are to conduct themselves in a businesslike manner on the bench and provide a positive role model for the players. Yelling at the referees, foul language and obscene gestures will not be tolerated. Additionally, coaches are required to communicate with the board regarding all team-related operational matters to ensure transparency and consistency. **All games and practices will be scheduled by the Director of Operations or Scheduler.**

Positions listed in Article V are subject to the following:

A. **Continuation or Resignation:**

Any other appointed position must submit their intent to continue at their current position by the annual meeting in April. Any continuation must be approved by majority vote by the Governing Board. Notification of decision will be given within a 24-hour period following the vote. Any appointed other position may resign and/or withdraw from membership in the Association at any time, upon written notice of their desire delivered to the President or Secretary of the Association.

B. Removal:

Other position may be removed by the affirmative vote of a majority of the Governing Board (5 or more) for malfeasance, lack of sympathy with the purpose of the Association, refusal to render reasonable assistance in carrying out the purpose of the Association, or failure to meet the participation requirements outlined in each position job description. Any member of the Governing Board may request a vote at any regular meeting of the board to remove any other position holder provided that no such vote shall be held unless the Board Member(s) requesting the vote mail, via electronic mail, a written notice to every member of the Governing Board at least ten (10) days before the meeting, advising all members of the Governing Board that they intend to request such a vote, and stating the name of the Board Member that they propose to remove and the grounds for the proposed removal. Each member of the governing board must complete a rubric for the position in question before the meeting.

D. Vacant Positions:

Any positions vacated by removal or resignation will be advertised no later than the May regular meeting.

The Association shall maintain an open and ongoing invitation for members to volunteer for committees, programs and operational roles. Members may express interest at any time during the year by contacting the Governing Board or the designated committee chair.

ARTICLE VI – MEMBERSHIP

Section 1. Active Member:

An active member in the Association is any one (1) of the following:

1. One designated parent, stepparent, guardian, or other person who pays the participant fee, per participant, in the hockey programs operated by SLVYHA.
2. All existing registered coaches of a SLVYHA team.
3. All existing active SLVYHA Board Members.

The term of membership is the hockey year (August 1-July 31) of the Association.

Section 2. Membership rolls:

The Secretary of the Association shall maintain a membership roll of the members of the Association. The membership roll will be kept confidential and used solely for Association purposes. Any member of the Association may request a copy of the membership roll for approved Association purposes only. Such a request must be made in writing to the Board describing the intended Association related use by said member. The requesting member shall be required to sign any and all required documents pertaining to the member's request. The Board will determine by a vote whether or not to grant the member's request. If it is determined by the Board that the member improperly used the membership roll, the Board may vote to remove the member under Section 6 of Article V.

Section 3. Voting Rights:

Active members shall be entitled to one (1) vote per family. Voting will be held by secret ballot in the election of members to the Governing Board. Ballots will be handled and counted by Officers whose names are not on the ballot at the annual meeting.

Section 4. Right to Hold Office:

Each designated voting member at least eighteen (18) years of age is entitled to run for a position on the Governing Board under the procedures established by these Bylaws, and if elected, to run for any office of the Association. Individuals that have been selected to act as head coach for any team within SLVYHA cannot hold a position on the Governing Board.

Section 5. Member Resignation:

Any member may, at any time, voluntarily resign his or her membership in the Association. Such resignation shall be in writing and shall become effective upon its receipt by the Secretary of the Association.

Section 6. Member Termination:

As a member of SLVYHA, it is important that proper conduct is displayed at all SLVYHA related events and venues, as outlined in the SLVYHA Rules and Regulations Handbook. Should a member exhibit poor conduct, the matter will be referred to the Board for disciplinary action and/or termination of membership pursuant to such rules and procedures that the Board may from time to time adopt.

Section 7. Dispute Resolution:

The SLVYHA will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to its Membership. If a controversy or claim should arise, SLVYHA representative and all other parties shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seventy-two (72) hours, at a mutually agreed upon time and place. Please see handbook for dispute procedures.

A. Mediation:

If the dispute has not been resolved within sixty (60) days after the first meeting of SLVYHA and the Member, either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, SLVYHA and the Member agree to participate in the mediation process. The parties and a mutually agreed upon third party Mediator shall work together to form an acceptable resolution of the dispute. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

B. Arbitration:
If the dispute has not been resolved within sixty (60) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between SLVYHA and the Member, the dispute shall be resolved through binding arbitration by a single arbitrator. The arbitrator's decision shall be final and judgment thereon may be rendered by any court of competent jurisdiction. All such arbitration shall include, whether by joinder, consolidation or otherwise, all parties in addition to SLVYHA and the Member that are required for a final resolution of the dispute. However, any inability to join a necessary party shall not affect arbitration under this Paragraph. The fees and expenses associated with the arbitration shall be borne equally by the parties.

ARTICLE VII – COMMITTEES

SLVYHA shall form committees as needed and desired by the membership. Committee leaders shall submit their reports on their activities to the designated board member. Committees are overseen by the governing board.

ARTICLE VIII – AMENDMENTS

These Bylaws may be amended at any regular meeting of the SLVYHA Governing Board by an affirmative vote of at least six (6) Board Members provided that the proposed amendment(s) has been submitted in writing at the previous regular meeting and that notice of the proposed amendment is included in the call to the meeting.

ARTICLE IX – MISCELLANEOUS

Section 1. Team Structure:

Team structuring and league composition, shall be in accordance with the general provisions of USA Hockey and/or provisions of the desired league of play, as amended by the Board, and in compliance with the specific directives of the Board as issued in the SLVYHA Rules and Regulations Handbook.

Section 2. Safe-Sport Certification Requirements:

SLVYHA as a member of USA Hockey, must comply with the SafeSport Program Policies and all requirements of the SafeSport Program Handbook. All participating adults who have regular contact with amateur athletes who are minors must complete Safe-Sport certification. The U.S

Center for SafeSport defines an adult participant as anyone 18 years of age or older.

Section 3. Sponsorship:

The Governing Board may determine, from time to time, the amount of sponsorship fee for hockey teams payable to the Association by sponsors.

Section 4. Association Rules:

The Governing Board may, by appropriate resolution, establish and amend whatever rules, regulations, policies, and procedures it deems necessary and appropriate in order to assure the proper and orderly functioning of the Association, including, but not limited to: committee descriptions, players, parents, coaches, and the code of conduct. The Board may compile these rules, regulations, policies, and procedures in the SLVYHA Rules and Regulations Handbook. The SLVYHA Rules and Regulations Handbook will be reviewed and amended as needed by the Governing Board.

Section 5. Governing Law, Jurisdiction, and Venue:

The laws of the State of Colorado shall govern these bylaws. Jurisdiction and venue of any action as to these bylaws and the interpretation, enforcement, or the determination of the rights and duties under these bylaws shall be the District Court of the Twelfth Judicial District of the State of Colorado.

ARTICLE X - FINANCIAL POLICY

The purpose of the SLVYHA financial policy is to set forth specific financial operating procedures in support of SLVYHA objectives. This policy is in support of, and supplemental to, the SLVYHA By-Laws. This policy supersedes all other preceding statements of SLVYHA Financial Policy.

Section 1. Budget:

A. Policy: The San Luis Valley Youth Hockey Association (SLVYHA) Governing Board has a fiduciary responsibility to the members of the Association. This policy is to ensure that funds are expended in a transparent manner that coincides with the mission statement of SLVYHA. The association, team expense or activity must operate from and within the constraints of a budget approved by the SLVYHA Governing Board.
B. Development: The Governing Board shall develop an annual budget based on the following guidelines:
    a. The fiscal year of the Association, for tax purposes, shall be a standard calendar year. The hockey year shall run from August 1st to July 31st.
    b. Basis for Estimates: The Governing Board and the SLVYHA Treasurer shall develop the budget using experience gained from previous seasons, expected participation, known financial requirements, anticipated sources of income, and anticipated expenses.

c. Carry Forward Balance: The budget shall include a carry forward balance from the previous budget year. The Governing Board and the SLVYHA Treasurer shall communicate the carry forward balance based on the known balance at the time the budget is developed, less a reasonable estimate of expenses yet to occur through the end of the previous budget year.
d. Positive Balance: The budget shall show a positive balance for the end of the budget year. In addition, the budget shall either: a) show a neutral or positive balance for annual income less expenses; or b) include an explanation for the reason why the annual expenses exceed annual income.
e. Contingencies: The budget may include a contingency of up to 10% of gross anticipated income up to $50,000. Any budget over $50,000 will have a tiered contingency of no more than $5,000.
f. Format: The budget shall include the financial income and expense categories.

C. Reporting
  a. Annual Budget Submission: The Governing Board will host a budget work session to collaborate on the annual budget one month before the meeting at which the Governing Board intends to approve the budget.
  b. Annual Budget Presentation: The SLVYHA Treasurer will present the budget to the SLVYHA Governing Board for approval before July 31st of the year to which the budget pertains.
  c. Previous Year Accounting: As part of the budget presentation, the SLVYHA Treasurer shall present an accounting of revenue and expenses for the previous year.
  d. Final Budget Report: Within 3 months after the end of the fiscal year, the SLVYHA Treasurer shall present to the SLVYHA Governing Board a final financial report, which includes the original or amended budget, accounting of actual receipts and expenditures, and any amount remaining or in deficit.

D. Revisions
  a. Threshold: The SLVYHA Governing Board shall be notified of expenditures that exceed the approved total budgeted expenditures by 1.5% or by $500, whichever is greater.
  b. Action: The Governing Board will either approve or disapprove the expenditure as an amendment to the budget at the next scheduled Board meeting, or if such a meeting is not scheduled within 30 days of the request, by an email vote conducted by the President. In cases where time is of the essence, a Director may request that such action be taken within 7 days of submission, and if no action is taken the expenditure will be considered approved subject to a budget review at the next scheduled Board meeting.

Section 2. Fund Allocation:

In the interest of good financial management, all SLVYHA money will be allocated to, and accounted for, by specific categories.

A. Team Budget (when applicable)
  a. Each current team has a budget that is maintained by SLVYHA. Individual team

budgets are combined in the general fund.
    b. Each team budget (when applicable) receives its income from registration fees (less refunds), net fundraising income, donations, and sponsorships.

B. General Fund
    a. The General Fund is maintained for the purpose of defraying the costs of the website, postage, stationery, printing, telephone, expenses associated with bookkeeping and the annual audit, attorney fees, insurance, and other administrative expenditures that are association- wide and for the benefit of all teams.

C. Reporting
    a. The Treasurer shall provide a report to the association Members at the annual meeting detailing all income and expenditures.

Section 3. Sources of Revenue:

There are three basic sources of revenue within the Association: registration fees, donations/sponsorships, and fundraising income. All revenue, from whatever source, received by SLVYHA for the general use of the Association is accounted for by the Treasurer.

A. Registration Fees
    a. The Association will assess registration fees to cover basic costs of a program as outlined in that program's budget (see Section 1). The majority of funds raised for the purpose of supporting the teams and activities of SLVYHA will come from registration fees.
    b. The Governing Board will recommend registration fees and late registration fees, based on budget requirements. These fees must be approved by the SLVYHA Governing Board as part of the individual team budget.
    c. No team shall charge a registration fee for the fourth child and subsequent children of any single family to register for the association in a single season.
    d. The Governing Board have the authority to waive all or part of an individual's registration fee.
    e. Refunds: The Association shall have a written registration refund policy. The Governing Board will determine the amount of the refund, and must approve all refunds. See Section 5.1 of the SLVYHA Handbook for further details.

B. Fundraising: Guidelines in this section have been developed to assure that those youth who wish to participate in the Association are able to do so with lower registration fees; to assure our community that these fundraising activities are SLVYHA coordinated and sanctioned; to protect SLVYHA and its members from unscrupulous or illegal fundraising promotions; and to assure that the tax-exempt status of SLVYHA is not inadvertently jeopardized.
    a. Purpose: The Association may engage in a fundraising activity to supplement registration fees, supplement the costs of the playing season, tournament fees and ice time. There are three types of revenues included in Fundraising: Sponsorships, Donations, and other fundraising activities.
    b. Policy: Any fundraising activity shall be consistent with the guidelines outlined in this Section. Funds earned will be for a use specific to the Association unless designated differently by the donor. All fundraising will be tied to a particular goal, clearly understood by the participants and the Association.

c. Oversight: The SLVYHA Governing Board shall provide oversight of all fundraising activities proposed by the Association.
    i. Activity: Prior to commencement of a fundraising activity by the Members of the Association, the Fundraising Chair will submit a letter to the SLVYHA Governing Board. The letter should contain:(a) the nature of the fundraising; (b) a statement of anticipated income and expenses;and (c) the intended use of the proceeds.
    ii. Individual Team: Fundraising requests by an individual team must be cleared by the Fundraising Chair and the SLVYHA Treasurer who will ensure that (a) the method of fundraising is consistent with the SLVYHA Financial Policies; (b) is appropriate and will not jeopardize the good name of SLVYHA; and (c) is not in direct conflict with any previously approved fundraising activity.
    iii. Recurring Fundraising: Requests for a recurring fundraising event or activity, such as tournaments held every year, need to be made only at the first occurrence of the event or activity.

C. Sponsorships: A sponsorship is a provision of funds or equipment in expectation of some public acknowledgement for that sponsorship. Sponsorships for which the sponsor expects to take a charitable contribution deduction should be written to SLVYHA. It is SLVYHA policy that names of sponsors will not be worn on uniforms, or placed on equipment without Board approval. Sponsors may be recognized on sport programs or individual team informational materials (e.g., website, banners, or brochures) to the extent that the recognition thanks the sponsors, as opposed to advertising. When a sponsorship benefits the entire Association; funds shall be credited directly to the general fund and included as part of the budget. Individual team sponsorships are permitted and need to be deposited with the Treasurer. However, they are subject to the annual reporting requirements described in Section 1.

D. Donations: Donations are gifts of money or equipment for which the donor is claiming a deductible contribution, and for which no public acknowledgement is expected. They may be accepted from groups or individuals. Donations for which the donor expects to take a charitable contribution deduction should be written to either SLVYHA or a SLVYHA Team. Donations to a team will be deposited to the sport fund designated by the donor. Donations to SLVYHA will be deposited to the Associations General Fund. Donations for the benefit of individual teams will be deposited and added to the team budget by the Treasurer. If requested by the donor at the time of the donation, SLVYHA will provide a receipt of the donation.

E. Special Projects: Special Projects are all other fundraising activities. Income from special projects conducted by the Association must be reflected in the budget of the Association. Projects starting after the budget is approved shall follow the provisions for budget revisions in Section 1.

Section 4. Cash Management:

A. Cash Receipts: The Treasurer shall deposit all monetary receipts into the Association account within seven (7) to ten (10) business days of receiving the funds. This applies to monetary receipts from registration, fundraising, or any special project or event. Checks must be made out to SLVYHA. Chain of custody measures will be used. This will include double signatures to verify the date, time and amount of cash being handled. The Concession stand will reconcile inventory and income daily when in use. Earned monies will be kept secured and verified with the chain of custody signatures of the volunteer and of by the Director of Fundraising. If the Director of Fundraising is unavailable then any other Officer of the Board can take possession of the funds following chain of custody protocols. Chain of custody protocols will be followed for all transfers of cash until a deposit is made by the Treasurer.

B. Electronic Transfer of Funds: Should the Association receive funds electronically, such as by on-line registration, these funds shall be transferred directly into the SLVYHA checking account and be identified for proper crediting to the account.
C. Signatories: Either the Treasurer, President, Vice President, or Secretary must sign checks or otherwise disperse payments except from petty cash funds. Current signature cards will be maintained by the Treasurer at the bank in which the Association accounts are held. All checks will have a double signature.
D. Disbursements: No payment or disbursement of any kind will be made without a written authorization of the Association President, Vice President or Treasurer. The written authorization must be accompanied by an invoice or receipt of the expenditure showing the vendor’s name and address, nature of the expenditure, date, and amount. Receipts must be turned in no later than 30 days from time of expense or reimbursement will not be made.
E. No funds will be paid to non-corporate entities providing goods or services to SLVYHA that have not submitted a form W-9. The Treasurer will file a Form 1099 as required by IRS code IRC Section 6041.
F. Location of Funds: All cash assets of the Association will be maintained in the Association’s checking and savings accounts, petty cash funds, or other interest-bearing accounts approved by the Governing Board. These accounts shall be located in federally-insured banks, insured savings and loan associations, or other Board approved commercial and government investments. The Treasurer shall recommend the amount of monies to be maintained in each of the above accounts. The Treasurer shall make periodic reports to the Governing Board explaining which accounts are being used and why. All accounts, including petty cash, will have bank statements sent directly to the Treasurer.
G. Petty Cash: The Concession Stand may maintain a petty cash fund, although the Association discourages these funds. Their expenditures and accounting procedures are the same as those for other Association monies. The Governing Board shall request monies for such accounts from the Treasurer, and are not to come from any other source. Replenishment of such accounts will occur only when the Fundraising Chair submits proper documentation of the disbursement of said funds to the Treasurer.
H. Reasonable Costs: The Director of Operations is responsible for obtaining needed services, supplies and equipment at a reasonable cost based on pricing, quality of service/product, and ability of the vendor to meet the required availability/supply/servicing requirements of the sport. Pricing/purchasing agreements should be provided for board discussion and approval.
I. Conflict of Interest: No member of the Governing Board shall authorize payment to any vendor for which the member has a conflict of interest, unless an independent panel, composed of SLVYHA members, has reviewed potential vendors and recommended the payment.

J. Credit Card Policy: No member of the Governing Board or any member of SLVYHA is authorized to procure a credit card in the name of SLVYHA without Board approval.

Section 5. Equipment and Other Assets:

A. The Treasurer and Equipment Manager shall maintain a complete and detailed inventory of all Association equipment and assets.

B. The Equipment Manager shall distribute equipment to coaches and players prior to each season. Receipt cards shall be maintained for each player or team as deemed appropriate by the Governing Board and shall contain a detailed accounting of all uniforms and equipment assigned to the player/coach/team.
C. Upon completion of season, all Association-owned uniforms and equipment shall be returned to the Equipment Manager.

Section 6. Financial Report:

A. Revenues (categories and examples)
    a. Registration - player Sign-up, amount paid per youth
    b. Fundraising – pizza, candy, BBQ
    c. Sales - jacket, T-shirts, hats, uniforms
    d. Sponsors - donations, advertising
    e. Interest - banks
    f. Other - returned uncashed checks, special assessments, advertising (marketing/website)
B. Expenses (categories and examples)
    a. Printing, advertising, websites, newsletter, Dues/Fees
    b. Awards - patches, trophies, plaques
    c. Equipment - reusables, pucks, nets, fees - tournament, league
    d. Rink – Upgrades, Repairs
    e. Freight – shipment costs
    f. Insurance – liability, excess medical
    g. Referees - private or organization, training
    h. Refunds - to individuals
    i. Storage – equipment storage
    j. Supplies - expendable items, tape, first aid, mouth pieces
    k. Uniforms - players, shirts, coaches jackets, socks
    l. Other – coach training, ref training cost of shirts for sale
    m. Coaches - Travel expenses
C. Review
    a. The Treasurer shall provide a report of the Association assets and liabilities at each regularly scheduled meeting of the Governing Board and the annual membership meeting.

ASSENT TO ADOPTION OF BYLAWS

The undersigned President and Secretary of the Association do hereby certify that the Bylaws of San Luis Valley Youth Hockey Association, a Colorado Nonprofit Corporation, were duly adopted at the organizational meeting of the Governing Board of the corporation on August 11, 2011, amended January 12, 2015, amended September 9, 2019, amended March 9, 2020 ,amended August 21, 2023, amended June 17th, 2024 and amended July 14, 2025.

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Manny Martinez, President

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Alison Artaechevarria, Secretary