



# Thousand Oaks Flyers Youth Track Club Bylaws

Modified -- 11-1-2017

**BYLAWS OF THE THOUSAND OAKS FLYERS YOUTH TRACK CLUB,  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**ARTICLE 1  
NAME**

The name of this corporation is: **Thousand Oaks Flyers Youth Track Club** (TO Flyers).

**ARTICLE 2  
OFFICES**

**2.1 Principal Office**

The principal office for the transaction of the activities and affairs of the corporation (principal office) is located at 1772-J East Avenida De Los Arboles #314, Thousand Oaks, California 91362, which is located in the County of Ventura. The directors may change the location of the principal office at any time. Any change of this location shall be noted by the secretary in these bylaws opposite this section or this section may be amended to state the new location.

**2.2 Other Offices**

The board of directors may at any time establish branch or subordinate offices at any place or places within California or where the corporation is qualified to conduct its activities.

**ARTICLE 3  
PURPOSES AND OBJECTIVES**

**3.1 Mission**

The TO Flyers is organized for the purpose of providing a positive, well run environment for youths to experience track and field. The committed volunteer coaches strive to educate all children, independent of natural ability, to become familiar with track and field events, improve technically, and gain an increased sense of self-confidence. This mission is achieved through skilled coaching, hard work, well-balanced events and a positive environment.

**3.1 Nonprofit Corporation**

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

**3.2 Tax Exempt Status**

This corporation is organized exclusively for public and educational purposes and for the purpose of teaching sports to youth, within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this

corporation and the corporation shall not carry on any other activities not permitted to be carried on by:

(a) A corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law, or

(b) A corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law.

#### **ARTICLE 4 NONPARTISAN ACTIVITIES**

This corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the public purposes described above and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote. The corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

#### **ARTICLE 5 DEDICATION OF ASSETS**

The properties and assets of this nonprofit corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or director of this corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code 501(c)(3).

#### **ARTICLE 6 MEMBERSHIP**

##### **6.1 Qualifications**

(a) There shall be one class of membership in this corporation consisting of:

(i) The parents or legal guardians of and living with minor children who participate in amateur track and field education and activities conducted by the corporation,

(ii) Minor children who participate in amateur track and field education and activities conducted by the corporation, and

(iii) Emancipated persons who participate in amateur track and field education and activities conducted by the corporation.

(b) Members shall pay such dues and fees as may from time to time be fixed by the board of directors.

(c) In accordance with Ventura County Youth Track Conference ("VCYTC") policies, the Membership shall be drawn only from the community or areas represented by the TO Flyers. No efforts should be made to recruit athletes from areas outside the area sanctioned by VCYTC.

(d) Membership shall be open to all Youths capable of participating in track and field and having the permission of their parent(s) or legal guardian(s).

(e) Members of this corporation shall not having voting rights in Board of Directors (BOD) votes.

(f) Members shall complete their required Volunteer Responsibilities or lose their Volunteer Deposit, both of which terms and amounts shall be conveyed by the BOD to the Members prior to the commencement of each track and field season.

## **6.2 Fees and Dues**

(a) Each member must pay, as determined by and within the time and on the conditions set by the board of directors, a volunteer deposit, if any, and monthly and/or annual dues to be determined and in amounts to be fixed from time to time by the BOD.

(b) Members shall be refunded their volunteer deposit unless they fail to complete their required volunteer responsibilities, as communicated by the BOD at the time the BOD accepts said deposit.

(c) Volunteer Deposit shall be waived for the minor children of any member of the Board of Directors, Permanent Advisory Member or Head Coach .

## **6.3 Termination of Membership**

(a) Causes of termination. The membership of a member shall terminate upon occurrence of any of the following events:

(i) The resignation of the member,

(ii) The failure of the member to pay dues or assessments, if required, within the times set forth by the BOD,

(iii) The determination by the BOD or a committee designated by the BOD to make such determination that the member has failed in a material and serious degree to observe the rules of conduct of the corporation or has engaged in conduct materially and seriously prejudicial to the interests and purposes of the corporation.

(b) Procedure for expulsion: Following the determination that a member should be expelled under subparagraph (iii) above, the corporation shall follow the expulsion procedure set forth in California Corporation Code 5341.

#### **6.4 Transfer of Membership**

No member may transfer for value a membership or any right arising from such membership. All rights of membership cease upon a member's death.

### **Article 7 Governance**

(a) The TO Flyers shall be governed by the voting Board of Directors (BOD), who are recruited and elected by a majority vote of the then-existing directors.

(b) The BOD shall consist of the following positions: Chairman of the Board, President, Vice President, Secretary, Treasurer, Director of Coaching, Director of Volunteers, Director of Membership.

(c) The following shall be Permanent Advisory Members of the Board of Directors and shall not have voting rights: League Representative, Meet Coordinator, Team Manager Coordinator, Director of Sponsorship & Business Development.

(d) No person shall be eligible to serve as Chairman of the Board, President, Vice President, Treasurer or Secretary unless that person has previously served for at least one year on the BOD.

(e) Directors terms of office shall commence at the first meeting convened in the third quarter of each calendar year, and shall run until the first meeting convened in the third quarter of the subsequent calendar year.

(f) The BOD and TO Flyers shall adhere to the governance, guidance, and standards set by VCYTC.

(g) All matters of policy concerning the TO Flyers shall be decided by a majority vote of the BOD, provided that there is a quorum of not less than two-thirds (2/3) of the then-existing directors, at any regularly scheduled meeting or special meeting.

(h) If any conflict of interest exists between any individual director and a vote pending before the BOD, then that individual director shall be identified, along with the source of the conflict, and that individual director shall be excused from the vote on the issue, and the quorum number reduced as though that individual director were not one of the then-existing directors.

## **ARTICLE 8 BOARD OF DIRECTORS**

### **8.1 Meetings**

(a) The BOD shall meet on dates designated by the President. Special meetings may be called by the President, provided that all members are properly notified or an attempt has been made to notify members.

(b) All BOD meetings are to be conducted according to the rules of parliamentary procedure, as established in Robert's Rules of Order.

(c) In general, BOD meetings are open to all Members of the TO Flyers. When present at BOD meetings, Members not on the BOD shall not have a vote or be counted as part of a quorum. At the President's discretion, a BOD meeting may be closed to the general Members, if a topic is to be discussed which the BOD deems sensitive or disciplinary in nature.

### **8.2 Adjournment**

A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

### **8.3 Action without Meeting**

Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

### **8.4 Fees and Compensation**

Directors and members of committees shall receive:

(a) No compensation for their services and

(b) Such reimbursement of expenses as may be determined by resolution of the board of directors to be just and reasonable.

### **8.5 Removal of Directors**

Subject to the rights, if any, of a director under any contract of employment, any director may be removed, with or without cause, upon vote of two-thirds (2/3) of the directors on the BOD at any regular or special meeting of the board provided that there is a quorum present.

### **8.6 Resignation of Directors**

Any director may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the

acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the director is a party.

### **8.7 Vacancies in Board Positions**

A vacancy in any position because of death, resignation, removal, disqualification or any other cause shall be filled only in the manner prescribed for regular appointments to that position.

### **8.8 General Responsibilities of all Board Members**

(a) Each member of the BOD is responsible for overseeing the achievement of the mission of the TO Flyers as set forth in these bylaws.

(b) Each member of the BOD is responsible for maintaining the integrity of the operations of the TO Flyers as set forth in these bylaws.

(c) The BOD is responsible for maintaining and updating these bylaws as necessary.

(d) The BOD is responsible for working with VCYTC to develop a track and field meet schedule for each season.

(e) The BOD is responsible for promoting the TO Flyers, on an annual basis, for recruiting club members, and for levying, collecting, and managing donations and deposits.

(f) The BOD is responsible for recruiting key members to fulfill the roles which ensure smooth operations of the TO Flyers.

(g) The BOD is responsible for providing training, guidance, and management to ensure the successful execution of all practices and events.

(h) Each member of the BOD is responsible for supporting fellow directors to ensure successful operations of the TO Flyers.

(i) The BOD is responsible for operating the TO Flyers in a fiscally responsible and sustainable manner.

### **8.9 Specific Responsibilities of Board Members**

(a) Chairman of the Board : Founder of TO Flyers organization . Viewed as senior officer of the club. Will be active participant in operations and decisions of the club.

(b) The President shall be responsible for:

(i) Calling and chairing all BOD meetings, and providing 30 days notice of meetings when possible.

- (ii) Providing leadership and direction for the BOD.
- (iii) Ensuring that Board Members successfully accomplish their responsibilities and duties.
- (iv) Addressing any disciplinary issues which arise.
- (v) Will act as club representative to VCYTC or delegate support role to the club Vice President

(c) The Vice President shall be responsible for:

- (i) Ensuring that communication to the Membership is timely, accurate and useful.
- (ii) Working closely with the website manager to ensure the TO Flyer website is a useful tool to the Membership.
- (iii) Supporting the President, when necessary, including chairing a Board meeting, if the President is unable to attend.

(d) The Secretary shall be responsible for:

- (i) Recording of the Board meeting minutes.
- (ii) Ensuring that Board minutes and action items are distributed in a timely fashion (within one week of meeting).
- (iii) Working with the Membership Director and volunteer coordinator to ensure timely mailings to Members.

(e) The Treasurer shall be responsible for:

- (i) Maintaining custody of all funds, securities, evidence of indebtedness and other valuable documents.
- (ii) Checking the post office box on a weekly basis (minimum) to ensure timely deposits in TO Flyers bank accounts and payments to suppliers or creditors.
- (iii) Keeping appropriate records in a suitable electronic format (eg, QuickBooks Pro).
- (iv) Providing the BOD with a printed report of funds, received and paid, budget and account balances at each meeting.
- (v) Creating the annual budget for the Board, Conference, and any other Local, State, or Federal regulatory agency.
- (vi) Paying promptly, UPON RECEIPT, all Board approved liabilities; however, at no time shall the Treasurer pay any expense or liability greater than \$250 (two hundred fifty dollars) not previously approved by Board Action.
- (vii) Timely filing of all appropriate tax documents to the respective tax boards.
- (viii) Working closely with the volunteer coordinator and snack shack manager , to assure smooth operation of concessions at events.

(f) The League Representative shall be responsible for:

- (i) Attending league board meetings for the purpose of representing the TO Flyers.
- (ii) Reporting to the BOD regarding the minutes from the League Board meetings during regularly scheduled board meetings.
- (iii) Meeting on a regular basis with the Thousand Oaks High School Athletic Director and provide updates of said meeting to the BOD during regularly scheduled board meetings.



(iv) Meeting with high school & CVUSD personnel to schedule practice & meet days. Provide updates of said meeting to the BOD during regularly scheduled board meetings.

(g ) The Volunteer Coordinator shall be responsible for:

- (i) Ensuring that a volunteer plan is designed and communicated to Team Managers.
- (ii) Working with Team Managers (copied to coaches) to ensure all necessary volunteer slots are filled prior to the first meet.
- (iii) Managing volunteers (through team managers and coaches, as much as possible) on meet day and filling vacancies, when necessary.
- (iv) Communicating with Team Managers and Coaches about lapses in responsibilities.
- (v) Documenting missed assignments, in order to withhold refunds.
- (vi) Identifying needs and individuals with high value for anchor volunteer positions.

(h ) The Director of Coaching shall be responsible for:

- (i) Ensuring each team of TO Flyers has coaches capable of developing the athletes in accordance with the TO Flyers mission.
- (ii) Providing guidance for new coaches to aid in their development.
- (iii) Providing direction to all coaches on optimal use of facilities (eg, setting field event practice schedules).
- (iv) Supporting the Director of Meet Operations to ensure meet coordination.
- (v) Recruiting and maintaining highly successful coaches.

(I ) The Meet Coordinator shall be responsible for:

- (i) Ensuring the smooth and timely execution of home meets.
- (ii) Managing all key personnel involved with set-up, operating and tearing down the meets.
- (iii) Providing proper training to key personnel to accomplish the above goals.
- (iv) Identifying key volunteers who may be of long-term value to the TO Flyers.

(j ) The Director of Membership shall be responsible for:

- (i) Coordinating the Membership drive to ensure that the Club has a full complement of Members.
- (ii) Maintaining and ensuring the accuracy of the Membership Roster.
- (iii) Working closely with the Web site manager , Treasurer, and volunteer coordinator to integrate efforts (eg, payments, eblast messages, and volunteer lists). To facilitate online registration and payment activity.
- (iv) Maintain the Flyers website.
- (v) Coordinate with BOD & coaches to maintain the practice & meet schedules online.
- (vi) Maintain the online spiritwear store.

(k ) The League Representative shall be responsible for:

- (i) Shared role between club President, Vice President and Secretary.
- (ii) Meeting on a regular basis with the Thousand Oaks High School Athletic

Director and provide updates of said meeting to the BOD during regularly scheduled board meetings.

(iii) Attending league board meetings for the purpose of representing the TO Flyers.

(iv) Reporting to the BOD regarding the minutes from the League Board meetings during regularly scheduled board meetings.

**ARTICLE 9**  
**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS**

**9.1 Definitions**

For the purpose of this article:

- (a) "Agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at the request of the predecessor corporation;
- (b) "Proceeding" means any threatened, pending, or completed action or proceeding to which the corporation or its agent is a party, whether civil, criminal, administrative or investigative; and
- (c) "Expenses" includes, without limitation, all attorneys' fees, costs and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article.

**9.2 Successful Defense by Agent**

To the extent that an agent of this corporation has been successful on the merits in the defense of any proceeding referred to in this Article 13 or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 13.3 through 13.5 hereof shall determine whether the agent is entitled to indemnification.

**9.3 Action Brought by Persons Other than the Corporation**

Subject to the required findings to be made pursuant to Section 13.5, below, this corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this corporation, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this corporation, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

**9.4 Action Brought by or on Behalf of the Corporation**

- (a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for

any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.

(b) Claims and suits awarded against agent. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action brought by or on behalf of this corporation by reason of the fact that the person is or was an agent of this corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) the determination of good faith conduct required by Section 13.5, below, must be made in the manner provided for in that section; and

(ii) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

### **9.5 Determination of Agent's Good Faith Conduct**

The indemnification granted to an agent in Sections 13.3 and 13.4 above is conditioned on the following:

(a) Required standard of conduct. The agent seeking reimbursement must be found in the manner provided below to have acted in good faith, in a manner he believed to be in the best interest of this corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the agent did act in a manner complying with subsection (a) above shall be made by:

(i) the board of directors by a majority vote of a quorum consisting of directors who are not parties to the proceeding; or

(ii) the voting members by an affirmative vote (or written ballot in accord with Section 7.9) of a majority of the voting members represented and voting at a duly held meeting of members at which a quorum is present, which affirmative vote also constitutes a majority of the required quorum; provided, however, that the person to be indemnified shall not be entitled to vote; or

(iii) the court in which the proceeding is or was pending. Such determination may be made on application brought by this corporation or the attorney of the agent or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this corporation.

### **9.6 Limitations**

No indemnification or advance shall be made under this Article 13, except as provided in Sections 13.2 or 13.5(b)(3) hereof, in any circumstance when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification, or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### **9.7 Advance of Expenses**

Expenses incurred in defending any proceeding may be advanced by this corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance, unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article 9.

#### **9.8 Contractual Rights of Non-directors and Non-officers**

Nothing contained in this Article 9 shall affect any right to indemnification to which persons other than directors and officers of this corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

#### **9.9 Insurance**

The board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this Article 9.

**ARTICLE 10  
RECORDS AND REPORTS**

**10.1 Maintenance of Corporate Records**

The corporation shall keep:

- (a) Adequate and correct books and records of account;
  - (b) Minutes in written form of the proceedings of its members, board and committees of the board;
  - (c) A record of its members, giving their names and addresses.
- All such records shall be kept at the corporation's principal office.

**10.2 Maintenance and Inspection of Articles and Bylaws**

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

**10.3 Inspection by Directors**

Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations, if any. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

**ARTICLE 11**  
**FINANCIAL POLICY**

(a) The Board of Directors shall decide all financial actions that concern amounts in excess of \$250.00, and approval for said actions shall be by a 2/3 majority vote of the BOD.

(b) A minimum of two directors must approve any financial action that concerns an amount of \$250.00 or less.

(c) The BOD shall strictly observe and regulate all fund-raising activities, and said activities must conform to all Federal and State laws governing the operation of the TO Flyers as a 501(c)(3) nonprofit corporation.

(d) The BOD shall take immediate and appropriate action in the event of any irregularity in the fund-raising activities or other financial transactions of the TO Flyers.

(e) All funds generated through Community Development efforts will be used for the benefit of the TO Flyers.

(f) A minimum of three directors must be signers of record on any account maintained for the benefit of the TO Flyers.

(g) The Board of Directors shall decide which financial institution(s) may hold funds of the TO Flyers, and those institutions may not be changed without a 2/3 majority vote of the BOD.

(h) All payments that exceed \$100 by the TO Flyers in the form of check shall require two directors signatures.

**ARTICLE 12**  
**CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular and the term "person" includes both the corporation and a natural person.



**ARTICLE 13  
AMENDMENTS**

**13.2 Amendment by Directors**

Subject to the limitations set forth below, the board of directors may adopt, amend or repeal bylaws, provided that said adoption, amendment or repeal is approved by a 2/3 majority of the BOD.

**Certificate of Secretary**

I, the undersigned, certify that I am the presently elected and acting secretary of Thousand Oaks Flyers Youth Track Club, a California nonprofit public benefit corporation, and the above bylaws, consisting of sixteen (16) pages, are the bylaws of this corporation as adopted by unanimous written consent of the board of directors.

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

Secretary: \_\_\_\_\_