

BY LAWS
OF
THE CLOVIS CLASH YOUTH FOOTBALL AND CHEER, INC.
A NOT-FOR-PROFIT CORPORATION
INCORPORATED UNDER THE LAWS OF
THE STATE OF CALIFORNIA

BY - LAWS
of
THE CLOVIS CLASH YOUTH FOOTBALL AND CHEER, INC.

ARTICLE I - OFFICES

The principal office of the corporation shall be in the City of Clovis, in the County of Fresno, in the State of California.

The corporation may also have offices at such other places within or without this state as the board may from time to time determine or the business of the corporation may so require.

ARTICLE II - PURPOSES

The purposes for which this corporation has been organized are as stated in the Certificate of Incorporation which may be amended as required.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The Clovis Clash Youth Football and Cheer, Inc. is a nonprofit organization that is dedicated to providing opportunities for local youth to participate in football and cheerleading. The organization will organize teams that will competing in local league play based on age. Our program will also focus on teaching the fundamentals of football, with an emphasis on player safety, as well as using sports to teach various invaluable life skills. Through our organization's programs, we hope to make a lasting impact in the lives of the young men and women that we have the opportunity to work with.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or state or local government for public purpose. Any such asset not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III - DIRECTORS

1. MANAGEMENT OF THE CORPORATION.

The corporation shall be managed by the board of directors which shall consist of at least three directors. Each director shall be at least eighteen years of age.

2. ELECTION AND TERM OF DIRECTORS.

Directors shall be elected by the membership at a regular meeting held at least once every three (3) years, herein referred to as the "annual meeting." A majority of the Executive Board members must be present for the annual meeting to be valid. Each director shall hold office until the expiration of the term for which they were elected and until their successor has been duly elected and qualified, or until their earlier resignation or removal.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by a vote of a majority of all of the directors. No decrease in number of directors shall shorten the term of any incumbent director.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the other directors. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by action of the board. Directors may be removed due to nonfulfillment of duties required by board, misconduct, theft and misrepresentation of our organization all by majority vote of the board members.

6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Section – QUORUM OF DIRECTORS

A quorum shall consist of a majority (more than 50%) of the total number of current board members. No official business may be conducted without a quorum. Board members may participate in meetings either in person or through approved electronic means, such as video conferencing or telephone, provided that all participants can hear and communicate with each other simultaneously.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the state, as it may from time to time determine. Meetings may also be held by conference call, video conference, or other electronic means, provided that all directors can participate and hear each other simultaneously. No meeting of the board shall be held unless at least three (3) board members are present, either in person or via electronic participation.

10. REGULAR ANNUAL MEETING.

The corporation shall hold an annual meeting of the members at least once every three (3) years, which shall include the election of the board of directors. Special meetings may be called by the the Executive Board. Notice of meetings shall be given to all members in accordance with law.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the executive board upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by executive board or by the secretary in a like manner on verbal or written request of three directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. OFFICES, ELECTION, TERM.

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL OR RESIGNATION.

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president unless approved by a majority vote.

3. PRESIDENT.

The President shall preside at all meetings of the members and the Board of Directors and serve as the official representative of the corporation. The President's duties shall be primarily to facilitate meetings, uphold the corporation's mission and values, and ensure effective communication between the Board and the organization. The President shall not have unilateral authority to manage the day-to-day affairs of the corporation or to execute orders or resolutions without the approval of the Board of Directors. Major decisions and actions require Board approval or delegation. Operational management and execution of Board policies can be carried out by the Vice-President(s) or other designated officers as authorized by the Board.

4. VICE-PRESIDENTS.

The Vice-President(s) position is not a registered position with the state, but appointed by the Board. Vice-Presidents may simultaneously hold multiple positions within the corporation. The Vice-President(s) shall be appointed by a quorum of the Executive Board. During the absence, disability, or dereliction of duty of the President, the Vice-President, or if there is more than one, the Executive Vice-President, shall have full authority to exercise all the powers and perform all the duties of the President. In addition to these powers, the Vice-President(s) shall have such powers and responsibilities as delegated by the Board or the President, including but not limited to overseeing daily operations as assigned, leading special projects or committees, acting as a primary liaison between staff, volunteers, and the Board, and participating in strategic planning.

5. TREASURER.

The Treasurer shall have the care and custody of all the funds and securities of the corporation and shall deposit said funds in the name of the corporation in such bank or trust company as the directors may elect. The Treasurer shall, when duly authorized by the board of directors, sign and execute all contracts in the name of the corporation. The Treasurer shall also sign all checks, drafts, notes, and orders for the payment of money, which shall be duly authorized by the board of directors. The Treasurer shall at all reasonable times exhibit the books and accounts to any director or member of the corporation upon application at the office of the corporation during ordinary business hours. The Treasurer shall cause an audit of the accounts of the corporation to be made by a committee appointed by the Executive Board at least once every three years, and shall present such audit in writing at the meeting of the board at that time, along with a report setting forth in full the financial condition of the corporation. The Treasurer shall perform these duties in good faith and without assuming any personal liability for actions taken in the lawful performance of such duties, except in cases of willful misconduct or gross negligence.

6. SECRETARY.

The secretary shall keep the minutes of the board of directors and also the minutes of the members. He shall have the custody of the seal of the corporation and shall affix and attest the same to documents when duly authorized by the board of directors. He shall attend to the giving and serving of all notices of the corporation, and shall have charge of such books and papers as the board of directors may direct; he shall attend to such correspondence as may be assigned to him, and perform all the duties incidental to his office.

7. CHAIRPERSON OF THE BOARD

The Chairperson of the Board shall preside at all meetings of the Board of Directors unless otherwise determined by the Board. The Chairperson shall serve as the primary liaison between the Board of Directors and the Executive Officers (President, Vice-President, etc.). The Chairperson shall: Ensure that the Board functions properly and fulfills its legal and organizational responsibilities. Call and facilitate board meetings and ensure all members have adequate notice and materials. Guide the board in governance best practices and policy development. Provide oversight and support to the organization in implementing Board-approved policies and organizational strategies. Serve as a spokesperson for the Board when necessary. Appoint committee chairs, with Board approval, and ensure effective committee operation. In the event of a tie vote among the Board, the Chairperson shall have the deciding vote. The Chairperson may also perform other duties as designated by the Board of Directors.

8. SURETIES AND BONDS.

In case the board shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the board may direct, conditioned upon the faithful performance of his duties to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

ARTICLE V – CONSTRUCTION

In the event of any inconsistency or conflict between the provisions of the Certificate of Incorporation and these By-Laws, these By-Laws shall govern and control the internal operations and governance of the Corporation. This provision is adopted pursuant to the Corporation's authority under applicable nonprofit corporation law to regulate its affairs through duly adopted By-Laws. The interpretation of these By-Laws shall be governed by the principle that they are intended to supplement, and not conflict with, the Certificate of Incorporation to the fullest extent permitted by law.

ARTICLE VI - COMMITTEES

Budget Committee

The Executive Board shall serve as the Budget Committee of the corporation. As the Budget Committee, the Executive Board shall: Develop, review, and recommend the annual budget for approval by the Board of Directors; Monitor financial performance against the approved budget throughout the fiscal year; Review and make recommendations on financial policies and procedures; Ensure that the budget aligns with the organization's goals and mission; Provide financial oversight and guidance to the Treasurer and other officers; Report regularly to the Board of Directors regarding budget status and financial matters.

ARTICLE VII – AMENDMENTS

These By-Laws may be adopted, amended, or repealed at any time by a majority vote of the Board of Directors, provided that a quorum is present. No prior notice of the proposed amendment is required unless otherwise specified by applicable law or these By-Laws. If any amendment regulates or impacts an impending election of directors, the proposed amendment must be included in the notice of the meeting at which the election will occur, along with a concise summary of the changes.

ARTICLE VIII - CONDUCT

Because of its strong beliefs in high moral standards based on traditional values, the organization reserves the right to expect from all of its officers and directors to maintain high moral standards and social values that do not conflict with traditional spiritual morals.

ARTICLE IX – MEMBERS-AT-LARGE: APPOINTMENT AND REMOVAL

Section 1 – Appointment

Members-at-Large must be formally appointed by a majority vote of the Executive Board during a meeting where a quorum is present. Any individual claiming the title of Member-at-Large who has not gone through the proper appointment process and received official approval from the Executive Board shall not be recognized as a valid or authorized Member-at-Large of the Corporation.

Section 2 – Removal

Members-at-Large serve at the discretion of the Executive Board and may be removed at any time, with or without cause, by a majority vote of the Executive Board members present at a duly held meeting with quorum. Grounds for removal may include, but are not limited to:

Failure to fulfill responsibilities or participate in board activities,

Actions contrary to the mission or values of the organization,

Misconduct, disruption, or reputational harm to the Corporation.

ARTICLE X - INDEMNITY

The Corporation shall indemnify its directors, officers, and employees as follows:

ARTICLE XI – INDEMNIFICATION AND LIMITATION OF CLAIMS

Every director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by law against all expenses and liabilities, including reasonable attorney's fees, judgments, fines, and amounts paid in settlement, reasonably incurred or imposed upon such person in connection with any proceeding to which they may be made a party, or in which they may be involved, by reason of their service as a director, officer, employee, or agent of the Corporation, or while serving at the request of the Corporation in such capacity for another entity. Such indemnification shall apply whether or not the individual is serving in such capacity at the time such expenses are incurred, provided that: The individual acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation; In the case of a criminal proceeding, the individual had no reasonable cause to believe their conduct was unlawful; The individual is not adjudicated guilty of willful misconduct, misfeasance, or malfeasance in the performance of their duties. No director, officer, or member of the Board shall have the right to bring legal action, including but not limited to lawsuits or claims, for the purpose of seizing, controlling, or dissolving the Corporation, unless such action is brought in accordance with applicable nonprofit law and solely in the best interest of the organization, as

determined by a vote of a majority of the Board of Directors. Any action brought in bad faith or with intent to assume personal control of the Corporation shall be considered a breach of fiduciary duty and grounds for removal. The Corporation may also purchase and maintain insurance to cover such liabilities and expenses, regardless of whether the Corporation would otherwise have the power to indemnify the individual under the law.

ARTICLE XII – ORIGINAL BYLAWS

The original signed and dated bylaws adopted at the time of the formation of Clovis Clash Youth Football and Cheer, Inc non profit 501(c)(3) shall be considered the official and original governing document of the Corporation. These original bylaws, as signed by the initial officers and directors and retained in the Corporation's records, shall serve as the foundational legal document, superseding any prior drafts or unofficial versions. All subsequent amendments or revisions shall be appended to or referenced against the original signed copy.

ARTICLE XII – ACKNOWLEDGEMENT AND RESPONSIBILITY FOR BY-LAWS

It shall be the personal responsibility of each officer, director, member-at-large, or any individual acting in an official capacity on behalf of the Corporation to obtain, review, and understand the current By-Laws of the Corporation. No person shall be excused from compliance with the By-Laws on the grounds of ignorance, failure to request a copy, or misinterpretation. By accepting a position within the Corporation or participating in its governance or activities, such individual affirms their obligation to be informed of and act in accordance with these By-Laws. The Corporation shall make the By-Laws reasonably available upon request, but the burden of understanding and compliance remains with the individual.

ARTICLE XIII – CONFLICT OF INTEREST

Section 1 – Disclosure

Board members must disclose any financial or personal interest in matters before the Board. The disclosure and recusal must be noted in the meeting minutes.

Section 2 – Recusal

Anyone with a conflict may not participate in discussion or vote on related matters.

Section 3 – Private Use of Facilities

Board members may run private programs (e.g., wrestling, agility) for pay within Clash-owned or leased facilities if:

- Use is outside official program hours and doesn't interfere with Clash operations.
- The arrangement is approved by Board members.
- A written facility use policy is followed.
- The Board may revoke use at any time.

Section 4 – Revenue Sharing

Net income from private programs must be split into equal shares among board members, provided each has contributed meaningfully (e.g., instructing, organizing, cleanup scheduling).

Even if one person runs the training, the income must still be shared if others meet participation standards set by the Board.

Section 5 – Benefit to Clash

Board-led programs must provide free lessons to Clash athletes at scheduled times and support the mission of the organization.

Section 6 – Annual Form

All board members must sign an annual Conflict of Interest Disclosure Form listing any private use of facilities.

The foregoing By-Laws were adopted by the directors of:

The Clovis Clash Youth Football and Cheer, Inc.

On the 31st day of January, 2022



President



Treasurer



Secretary

Board Resolution of

Clovis Clash Youth Football & Cheer, Inc.

Resolution to Amend Bylaws

Date: [8/25/25]

Location: [Conference Call With Nic, Donnie and Matt]

Article XIV — Indemnification of Directors, Officers, and Volunteers

Section 1. General

To the fullest extent permitted by the California Nonprofit Public Benefit Corporation Law, the Corporation shall indemnify any person who is or was a director, officer, committee member, coach, or volunteer against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with any proceeding arising by reason of their service, provided the person acted in good faith, in a manner they reasonably believed to be in the best interests of the Corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

Indemnification shall not apply to acts or omissions involving fraud, embezzlement, self-dealing, willful misconduct, or gross negligence, nor to claims brought by the Corporation itself for breach of fiduciary duty.

For purposes of this Section, “Willful Misconduct” means intentional wrongful conduct done either with knowledge that serious harm to the Corporation or its members will probably result, or with reckless disregard of that possibility. It does not include ordinary mistakes, negligence, or poor judgment exercised in good faith.

Nothing in this Section prevents the Corporation from advancing expenses to the fullest extent allowed by law, subject to an undertaking to repay if indemnification is ultimately unlawful.

For avoidance of doubt, decisions made by coaches regarding player readiness, safety, participation, or playing time pursuant to Article XXXIV shall be considered good-faith discretionary acts covered under this Article, unless made with gross negligence or intentional misconduct.”

Section 2. Insurance

The Corporation shall maintain Directors & Officers Liability Insurance (D&O Insurance) in an amount determined by the Board to be reasonable for the size and scope of the organization. This coverage shall include protection for the Corporation’s directors, officers, and volunteers acting within the scope of their official duties.

Article XV — Board Cohesion and Fiduciary Duty

Section 1. Board Cohesion.

No officer, board member, coach, volunteer, parent, or guardian may create division within the Corporation by undermining Board authority, promoting factions, or sending communications intended to rally members against the organization. Such conduct is a violation of these Bylaws and may result in removal, suspension, or other disciplinary action as determined by the Board of Directors

Section 2. Transition Obligations.

Any officer or board member who resigns shall cooperate in good-faith transition efforts for up to thirty (30) days following resignation, including transferring records, passwords, accounts, and other materials necessary for continuity.

Section 3. Breach of Fiduciary Duty.

Failure to participate in a good-faith transition, or resignation with the intent to harm the Corporation's operations (such as walking away knowing the organization is at risk of dissolution, loss of league membership, or loss of a place to play), may constitute a breach of fiduciary duty subject to removal, censure, or reporting to the league and state authorities. No Board member may vote on any matter involving their own discipline, removal, or financial reimbursement. In such cases, the vote shall be determined solely by the remaining disinterested Board members.

Section 4. Prohibition on Adverse Actions by Sitting Officers.

No sitting officer, board member, or director may initiate, join, or threaten any mediation, arbitration, or legal action against the Corporation while serving in office. Any attempt to do so shall constitute a breach of fiduciary duty and grounds for immediate removal from the Board. Disputes among sitting Board members must be resolved internally through Board deliberation and vote, not through outside legal proceedings. This prohibition shall also extend to any dispute, claim, or controversy arising during a member's term of office, for a period of twelve (12) months following resignation or removal. Former officers may not initiate mediation, arbitration, or litigation regarding acts that occurred while in office until such period has expired.

Section 5. Quorum.

A quorum of the Board shall consist of three (3) of the four (4) Board members. No official action may be taken without quorum.

Section 6. Tie-Breaking Vote.

The Chairperson/President shall have one (1) regular vote as a Board member. In the event of a tie vote of the Board, the Chairperson shall also cast the deciding vote. This tie-breaking authority shall apply only in the case of a deadlock.

Article XVI — Hold Harmless Agreement

All members, participants, and parents/guardians shall, as a condition of participation, sign a waiver and release of liability that expressly holds harmless the Corporation, its board, officers,

coaches, and volunteers from any and all claims arising out of participation in programs, except in cases of gross negligence or intentional misconduct.

Article XVII — Disciplinary and Removal Process for Parents/Guardians

Section 1. Grounds for Removal

The Board of Directors may remove any parent/guardian, athlete, coach, volunteer, or member-at-large from participation in the program for conduct that:

1. Violates the signed Parent Code of Conduct, Bylaws, or other organizational policies;
2. Disrupts program operations; or
3. Is otherwise detrimental to the mission, values, or reputation of the organization.

Section 2. Procedure

1. **Documentation** — The Appointee within the Executive Board shall compile written documentation of the incident(s), including witness statements, communications, and references to the relevant Code of Conduct provision(s).
2. **Notice** — The parent/guardian shall receive written notice of the alleged violation(s) and potential disciplinary action at least 48 hours before the matter is reviewed by the Executive Board.
3. **Opportunity to Respond** — The parent/guardian may submit a written statement or request to appear before the Executive Board to provide their side of the matter.
4. **Board Review and Vote** — The Executive Board, by majority vote of those present at a duly called meeting, may determine appropriate action, including written warning, suspension, or permanent removal from the program.
5. **Refunds** — Refunds for fees already paid shall be at the discretion of the Board.
6. **Waiver of Procedure:** The Executive Board, by majority vote of at least two (2) officers, may waive the above procedures in urgent or severe cases, provided that written justification is documented and retained with the Board's official records

Section 3. Finality

All disciplinary decisions by the Executive Board are final and binding on the parties involved. However, the Executive Board retains the authority, by majority vote, to reconsider, modify, or lift disciplinary action if circumstances warrant.

Article XVIII — Mandatory Mediation and Arbitration

Section 1 — Scope

Any dispute, claim, or controversy of any kind involving Clovis Clash Youth Football & Cheer, Inc. ("the Corporation"), or its current or former directors, officers, coaches, volunteers, parents, guardians, members, participants, or sponsors, arising out of or relating to the governance, participation, sponsorship, membership, fundraising, discipline, or operations of the Corporation,

shall be resolved exclusively through the dispute resolution procedures in this Article, **except as provided in Section 5 (Enforcement Carve-Out).**

Section 2 — Mediation (First Step)

1. **Written Notice Requirement** — A party seeking mediation must deliver a detailed written request to the Executive Board, including a full description of the dispute and supporting documents.
2. **Initial Waiting Period (30 Days)** — No mediation may be scheduled until at least thirty (30) days have passed after the written request.
3. **Mediator Selection Period (30 Days)** — The parties shall attempt in good faith to agree on a mediator within thirty (30) days after the Initial Waiting Period. If no agreement is reached, a mediator shall be appointed by a recognized mediation service in Fresno County, California.
4. **Document Exchange Period (60 Days)** — Prior to mediation, the requesting party shall provide all supporting evidence. The Corporation shall have not less than sixty (60) days to review such materials before mediation is scheduled.
5. **Earliest Mediation Date (120 Days)** — Mediation shall not occur sooner than one hundred twenty (120) days after the initial written request.
6. **Condition Precedent** — No party may proceed to arbitration until mediation has been attempted in good faith, or one hundred eighty (180) days have passed since the written request.
7. No party may file more than one (1) mediation request arising from the same or substantially related dispute. Frivolous, repetitive, or bad-faith requests may be dismissed by the Executive Board upon majority vote.

Section 3 — Binding Arbitration (Second Step)

1. **Exclusive Forum** — If mediation does not resolve the matter, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) or a similar recognized service, under its nonprofit arbitration rules.
2. **Location** — Arbitration shall occur in Fresno County, California.
3. **Costs** — The initiating party shall bear the initial filing fees. Costs shall otherwise be shared equally, unless the arbitrator allocates differently.
4. **Finality** — The arbitrator's decision shall be final and binding on all parties and may be entered as a judgment in any court of competent jurisdiction.
5. **No Court Action** — No lawsuit or legal proceeding may be initiated in court by any party, except to enforce this arbitration requirement or the arbitrator's award, **subject to Section 5 (Enforcement Carve-Out).**

Section 4 — Protection of Volunteers and Leaders

This Article applies equally to claims asserted against individual directors, officers, coaches, or volunteers. No person may bring a personal claim or lawsuit against such individuals without first completing the mediation and arbitration process described herein.

Section 5 — Enforcement Carve-Out

Nothing in this Article shall prevent the Corporation from seeking immediate injunctive relief or damages in a court of competent jurisdiction against any current or former officer, director, coach, volunteer, parent, guardian, member, or participant for:

- Violations of Article XIX (Non-Solicitation and Unfair Competition);
- Violations of Article XXIII (Confidentiality and Non-Disclosure);
- Violations of Article XXIV (Return of Property and Access Credentials); or
- Any misappropriation, theft, or misuse of the Corporation's confidential, financial, digital, or proprietary assets.
- Section 6. Claims Against Individuals.
- All claims, disputes, or controversies asserted against individual directors, officers, or volunteers arising from or relating to their service to the Corporation shall be deemed claims against the Corporation itself and subject exclusively to the dispute resolution provisions of this Article. No participant, parent, guardian, or third party may pursue an individual claim against such persons outside the procedures set forth herein.

The Corporation retains the sole right to elect court action in such enforcement matters without first engaging in mediation or arbitration.

Article XIX — Conflict Resolution and Appeals

- Possible disciplinary outcomes include verbal warning, event removal, suspension, or ban for violations.
- **Waiver Authority:** The Board may, by majority vote, reconsider, modify, or lift disciplinary action at its discretion.
- **Finality:** Decisions of the Executive Board are final and binding on the parties involved and are not subject to appeal outside the organization. Nothing herein shall be construed to waive rights or remedies otherwise required by law, but all participants expressly waive any contractual right to appeal beyond the Corporation except where legally mandated.
- Any action involving removal of an officer, suspension or expulsion of a parent/guardian, permanent removal of a coach, or approval of expenditures exceeding \$1,000 shall require the affirmative vote of three (3) of four (4) Board members

Article XX — Business Judgment Rule Protection

Directors and officers of the Corporation shall be protected under California Corporations Code § 5231–5239, which provides that no director or officer shall be personally liable for monetary damages for actions taken in good faith, with reasonable care, and in the best interests of the Corporation.

Article XXI— Non-Solicitation, Conflicts of Interest, and Enforcement

Section 1. Non-Solicitation Upon Departure

Article XXII — Protection Against Unfair Competition

Section 1. Post-Service Restrictions

For a period of eighteen (18) months following resignation, removal, or expiration of term, no former officer, board member, coach, Parent or volunteer in a leadership capacity shall:

- a. Use or disclose any roster, contact list, sponsor list, financial record, training material, playbook, media, or other proprietary information of Clovis Clash Youth Football & Cheer, Inc. for the benefit of another program.
- b. Solicit or recruit any athlete, coach, volunteer, or sponsor of Clovis Clash through use of the Corporation's confidential or proprietary information. This prohibition applies regardless of whether proprietary materials are used, and includes direct or indirect solicitation of athletes, coaches, volunteers, or sponsors.
- c. Divert or interfere with the Corporation's contractual relationships, sponsorships, or community partnerships. These restrictions shall apply not only to former officers, board members, coaches, or volunteers, but also to any parent or participant who, by virtue of volunteer service, committee work, or program involvement, obtained access to rosters, contact lists, sponsor information, playbooks, or other proprietary materials.

Section 2. Conflict of Interest During Service

While serving in any official capacity with Clovis Clash Youth Football & Cheer, Inc., no officer, board member, parent or volunteer in a leadership capacity may simultaneously operate, coach, or hold a leadership role in another youth football or cheer program if such service presents a direct conflict of interest or involves the Corporation's confidential information.

Section 3. Ownership of Information

All rosters, playbooks, training materials, sponsor lists, financial records, and related proprietary information are the exclusive property of the Corporation. Upon termination of service, such materials must be returned immediately. Retention, use, or disclosure without authorization shall constitute misappropriation of corporate property.

Section 4. Enforcement and Remedies

1. Immediate Removal. Violations of this Article shall result in immediate removal from office or termination of service.
2. Legal Authority. The Corporation is expressly authorized to use organizational funds to enforce this Article, including:
 - Seeking injunctive relief to prevent use of rosters, sponsor lists, or training materials in a competing program;
 - Filing civil actions for breach of fiduciary duty, misappropriation of trade secrets, and unfair competition;
 - Recovery of monetary damages, attorney's fees, and costs.
3. Any individual who misappropriates or attempts to misappropriate the Corporation's confidential or proprietary information, including but not limited to rosters, sponsor lists, financial records, or training materials, for the benefit of a competing program, shall be held personally liable for all resulting damages, including lost sponsorships, diverted

athletes, reputational harm, and legal fees. Such liability is in addition to removal from office and any equitable remedies (injunctions) available to the Corporation.

4. **Section 6. Standing**

The Corporation, through its Board or counsel, shall have standing to pursue enforcement.

Article XXII — Coaching Fairness and Accountability

- **Section 1 — Equal Opportunity in Player Development**
All coaches must provide fair opportunities for skill development, based on effort, attendance, and ability — not favoritism.
- **Section 2 — Prohibition of Preferential Treatment (“Daddy Ball”)**
Preferential treatment toward a coach’s child or relatives is prohibited.
- **Section 3** Violations may result in warnings, suspension, or immediate removal.

Article XXIII — Coaching Selection & Approval

Section 1. Selection Process

All Head coaches must complete a written application and submit to a background check if required by the Corporation. Applicants shall be interviewed by phone or in person or using electronic means IE zoom a Coaching Committee appointed by the Executive Board, which shall make recommendations to the Board for approval.

Section 2. Approval

Coaching Selection & Approval

1. **Head Coaches**
 - Head Coaches shall be appointed by a two-thirds (2/3) vote of the Board of Directors.
 - Appointments are for one (1) season only and must be renewed annually. No coaching position carries over automatically unless reappointed.
2. **Assistant Coaches**
 - The Executive Board shall present all applicants for Assistant Coach positions to the Head Coach.
 - The Head Coach shall select Assistant Coaches from the pool of approved applicants.
 - The Board retains final oversight authority and may overturn or remove any Assistant Coach by majority vote if warranted.
3. **Term of Service**
 - All coaching positions (Head and Assistant) are for one (1) season only.
 - At the conclusion of each season, all coaching appointments expire automatically unless renewed through the selection and approval process.

Article XXIV — Donation and Fundraising Policy

Section 1. Ownership of Contributions

All donations, sponsorships, and fundraising proceeds are the sole property of the Corporation and must be used exclusively for its charitable purposes.

Section 2. Compliance

All donations and fundraising activities must comply with applicable laws and may not create preferential treatment for any individual, player, or family.

Section 3. Receipts and Deposits

All cash donations shall be receipted at the time of receipt. Funds raised must be deposited into the Corporation's bank account within forty-eight (48) hours. No single donor may contribute more than \$5,000 in a fiscal year without prior approval of the Board.

Section 4. Authorization

No donation, sponsorship, or fundraising contribution may be earmarked or restricted for the benefit of an individual player, family, or sub-team. Any exception must be approved in writing by a two-thirds (2/3) supermajority vote of the Board and documented in the minutes. Any such exception may only be granted for special projects that serve the entire program or an entire subdivision (e.g., football or cheer), and may not benefit an individual player or family.

Section 5. Enforcement

Violations of this Article may result in removal from office, suspension, or referral for legal action.

Clovis Clash Donor Disclaimer

All donations, sponsorships, and fundraising proceeds are the sole property of Clovis Clash Youth Football & Cheer, a nonprofit organization. Contributions will be used exclusively for the benefit of the program and its charitable purposes as determined by the Executive Board. Donations may not be restricted to individual players, families, or teams unless formally approved in writing by the Board.

Article XXV— Board Confidentiality and Non-Disclosure**Section 1. Confidentiality of Deliberations**

All discussions, votes, and communications of the Board are confidential and may not be disclosed outside the Board without prior approval.

Section 2. Disclosure Approval

Any disclosure of Board information requires the affirmative vote of two-thirds (2/3) of the Board.

Section 3. Continuing Obligation

The duty of confidentiality shall continue after a Board member leaves office.

Section 4. Enforcement

Violations of this Article shall be grounds for removal, may result in civil liability for damages, and may be referred for legal action.

Section 5. Board Disclosure Authority

1. The Board of Directors, by majority vote, may authorize the release of Board communications, emails, or records when it determines that disclosure is in the best interests of the Corporation, including but not limited to clarifying misinformation, protecting the reputation of the Corporation, or documenting officer resignations.
2. No individual Board member may disclose such communications unilaterally. All disclosures must be approved by the Board as a body.
3. Any disclosure made pursuant to this Section shall not constitute a breach of confidentiality under these Bylaws, and no participant, parent, coach, or volunteer shall have standing to challenge such disclosure.

Article XXVI — Return of Property and Access Credentials

Section 1. Obligation to Return Property

Upon resignation, removal, or expiration of term, all corporate property, equipment, records, and access credentials must be returned to the Corporation within forty-eight (48) hours.

Section 2. Unauthorized Retention

Retention or use of corporate property or credentials after separation is strictly prohibited.

Section 3. Enforcement

Failure to return property or credentials may result in immediate suspension of membership rights, reimbursement of losses, or legal action including injunctive relief.

Article XXVII — Vacancy and Succession Procedures (3-Member Board)

Section 1. Vacancies.

A vacancy in any elected or appointed officer position shall be filled by majority vote of the Board of Directors. All vacancies must be filled no later than thirty (30) days after they occur, unless extended by unanimous vote of the Board for good cause.

Section 2. Term of Appointees.

An individual appointed to fill a vacancy shall serve for the remainder of the unexpired term of their predecessor, unless replaced earlier by vote of the Board.

Section 3. Dual Roles.

The Board may assign more than one officer role to the same individual when necessary to ensure continuity of operations. In such cases, financial controls shall remain in effect, and no

officer may sign both required approvals for a single check, debit, credit card transaction, or reimbursement.

Section 4. Interim Appointment (Seasonal Clause).

In the event the President or any Executive Board officer resigns, is removed, or becomes unable to serve during the regular football or cheer season, the Board may, by majority vote, appoint an **Interim Officer** to serve until the end of the current season. Such interim appointment shall not carry over beyond the end of the season unless reaffirmed by a subsequent Board vote. The Board retains authority, by majority vote, to convert an Interim Officer into a permanent appointment at any time during the season.

Section 5. Minimum Board Members for Appointments.

No fewer than two (2) directors may act to fill a vacancy. In the event that fewer than two (2) directors remain in office, a special meeting of the membership shall be called within fourteen (14) days for the sole purpose of electing replacement directors.

Article XXVIII — Financial Oversight and Safeguards

- **Authorized Users:** Only the President and Treasurer are authorized to use the Corporation's debit/credit card or sign checks. No other officer, board member, coach, or volunteer may access or use these accounts.
- **Dual Signatures:** All checks and transactions over \$500 require two authorized signatures (President and Treasurer). No individual may sign both lines or approve their own reimbursement. At least one signer on each transaction must not be the payee or the individual requesting reimbursement.
- **Spending Limit:** The Board shall establish an individual purchase spending limit (e.g., \$250). Any purchase above this limit must receive prior approval by a majority Board vote. Approval may occur in a duly called meeting, or through documented electronic means (such as group text or email).
- **Debit/Credit Card Use:** All debit or credit card purchases must be pre-approved by the Board or fall within a Board-approved budget line item. Personal purchases on the Corporation's accounts are strictly prohibited.
- **Checks:** All checks must be accompanied by supporting documentation (invoice, receipt, or written explanation of purpose). Blank checks or pre-signed checks are strictly prohibited.
- **Documentation Required:** Every transaction (check, debit/credit card, or cash) must be supported by a receipt and description of purpose. Receipts and documentation must be submitted to the Treasurer within five (5) business days. **Failure to provide such documentation constitutes a direct violation of these Bylaws.**
- **Unauthorized Spending:** Any expenditure made without proper approval or documentation shall be subject to review. The individual responsible may be required to reimburse the Corporation and may face removal from office.
- **Treasurer Reporting:** The Treasurer shall provide monthly financial reports to the Board, including a detailed itemization of all check, debit card, credit card, and cash transactions.
- **Annual Review:** An independent financial review shall be conducted annually.

Article XXIX — Digital Assets and Communication Ownership

- All websites, social media, branding, and digital assets are the sole property of the Corporation.
- Unauthorized platforms are prohibited.
- Credentials must be surrendered within 48 hours of separation.

Article XXX — Volunteer Code of Conduct

Applies to all volunteers. Standards include respect, compliance, no harassment, and following Board direction. Violations may result in removal.

Article XXXI — Board Member Eligibility

- Must be in good standing with no outstanding fees or major disciplinary issues.
- No felony convictions involving fraud, theft, embezzlement, or crimes against children.
- Not under suspension from another youth sports body.
- Candidates must sign an eligibility affidavit.

Article XXXII — Prohibition on Self-Dealing and Personal Benefit

- No personal financial gain allowed.
- Conflicts of interest must be disclosed.
- Violations may result in removal, repayment, or referral to law enforcement.

Article XXXIII — Prohibition on Defamation and Public Disparagement

Section 1. Prohibited Conduct

No officer, board member, coach, volunteer, parent, guardian, or participant may make, publish, or distribute any false, misleading, or disparaging statement, whether oral, written, or digital (including on social media), about the Corporation, its directors, officers, coaches, volunteers, or participants, that may reasonably be expected to cause reputational, financial, or operational harm.

Section 2. Remedies and Enforcement

The Corporation shall have full authority to enforce this Article through any and all means available under law, including but not limited to:

1. Removal or suspension of the offending individual and/or their child(ren) from participation in the program.
2. Issuance of cease-and-desist letters and demands for retraction or correction.
3. Pursuit of legal action, including civil lawsuits for defamation, business disparagement, and damages resulting from such conduct.

Section 3. Indemnification for Harm

Any individual who violates this Article shall be personally liable for all damages, costs, and

attorney's fees incurred by the Corporation in connection with enforcing this Article or remedying harm caused by the violation.

Section 4. Waiver Condition of Participation

As a condition of membership and participation, all parents/guardians shall sign an acknowledgment agreeing to abide by this Article and consenting to the Corporation's right to enforce it through civil action if necessary.

Article XXXIV Player Readiness, Safety, and Playing Time

Section 1. Coach Discretion.

All decisions regarding player participation, playing time, and position assignments shall be at the sole discretion of the coaching staff, based on the player's readiness, demonstrated skills, safety considerations, and team needs.

Section 2. Safety Priority.

No player shall be placed into a position or situation where, in the judgment of the coaching staff, participation would pose an undue risk of injury to the player or others. Where a player's participation is limited or restricted based on safety or readiness, the coaching staff shall document the basis for such determination in writing if requested by the parent/guardian. Such documentation shall be subject to review by the Coaching Committee or Executive Board. Coaching staff shall maintain a brief written record whenever a player is withheld from participation due to safety or readiness concerns, regardless of whether a parent/guardian requests documentation.

Section 3. Parent Acknowledgment.

As a condition of participation, all parents/guardians acknowledge that:

- Playing time is not guaranteed;
- Player readiness and safety are determined exclusively by the coaching staff; and
- Parents release and hold harmless the Corporation, its officers, and coaches for good-faith decisions regarding player readiness, participation, or limited playing time.

Section 4. Waiver Integration.

The Corporation may include acknowledgment of this policy in the annual Parent Code of Conduct and Hold Harmless Agreement, which must be signed as a condition of registration.

Article XXXV — Conditions of Participation

1. **Applicability.** As a condition of registration or participation in Clovis Clash Youth Football & Cheer, all parents, guardians, athletes, coaches, and volunteers agree to adhere to the organization's Bylaws, Codes of Conduct, and policies.
2. **Acknowledgment.** By registering a child, accepting a coaching or volunteer role, or participating in any program activities, each individual acknowledges and accepts that they are subject to the rules and requirements of these Bylaws and all related policies.
3. **Enforcement.** Failure to adhere to these Bylaws or related policies may result in disciplinary action, up to and including suspension or removal from the program, as determined by the Board of Directors.
4. **Integration.** Participation in the program shall constitute implied agreement to the provisions of this Article, regardless of whether a separate signature is obtained.