

ARGENTA OREANA YOUTH LEAGUE
BY-LAWS
12/2023

ARTICLE I - NAME

The name of this organization shall be the Argenta Oreana Youth League dba AOYL – EIN: 47-1654841

ARTICLE II - DEFINITION (2 4th and 1 3rd)

The AOYL is a community supported organization dedicated to providing athletic and recreational programs for ALL SCHOOL AGE CHILDREN within the Argenta Oreana School District, Village of Oreana, and Village of Argenta. The AOYL includes operation of baseball, softball, basketball, and volleyball programs. Other sports may be included at board discretion and advisement of school coaches in district.

ARTICLE III - CENTRAL ILLINOIS YOUTH CONFERENCE (CIYC)

est 2023 involving, Maroa Forsyth, Sangamon Valley, Warrensburg, Meridian, Argenta Oreana, Cerro Gordo, Central A&M, Clinton(for some sports), Mount Pulaski(For some sports). Rules for each sport follow CIYC specifications.

ARTICLE IV - PRIMARY SPORTS INVOLVED

1. Softball / Baseball
 - a. Kindergarten through High School
 - i. Softball - Peanut, PeeWee, Freshman, Sophomore, Junior, Senior
 - ii. Baseball - Shetland, Pinto, Mustang, Bronco, Pony, Colt
2. Basketball
 - a. Boys and Girls 3rd through 6th grade
3. Volleyball
 - a. Girls 3rd through 6th grade

ARTICLE V - POLICIES

1. All school age children within the Argenta Oreana School District, Village of Oreana, and Village of Argenta are urged to participate. Participation on AOYL teams by children other than Argenta Oreana School District, residents of the Village of Oreana, or resident of Village of Argenta must be approved by a two-thirds vote by the AOYL Board. Additional approval may be needed by CIYC Board of Directors.
2. All adults involved in the program (including committee members, coaches, parents, etc.) shall be aware that AOYL exists for the benefit of our community and shall act accordingly.
3. The AOYL shall cooperate with School and School Board officials on all matters. AOYL will have a code of conduct for parents and players for each sport including consequences for actions. These will be posted and signed during registration.

ARTICLE VI - YOUTH LEAGUE BOARD

The AOYL shall be directed by a board consisting of a maximum of eleven members, including the following officers:

President
Vice President
Secretary
Treasurer

In the event a vote is necessary to determine operating procedures, allocation of funds, etc., each Board member present shall carry one vote.

It shall be the duty of the AOYL Board to supervise any and all activities sponsored by the AOYL.

The AOYL Board shall attempt to meet monthly. Additional meetings may be called as necessary by the President. At least six members must be present to make a quorum.

Each member shall be expected to attend all AOYL Board meetings and be open minded on all matters, keeping the best interests of the children in mind when making decisions. Any board who misses 2 meetings without purpose or notification in the calendar year can be voted off by remaining members.

ARTICLE VII - ELECTIONS

Officers will be elected every two years at a meeting in the month of January. Board Members can be added as needed throughout the year. Current board members will vote on newly elected members after an interview process.

Any Board member not serving a complete term will be replaced by approval of the Board for the remainder of the current term of office.

ARTICLE VIII - COACHES

Coaches (team managers) will be accepted and assigned teams in the following manner:

1. By requesting or volunteering to manage a team.
2. Solicited by AOYL Board.

The AOYL Board shall have authority to accept or deny an individual's request to manage or coach a team. The AOYL Board shall have the authority to suspend or discharge a manager or coach, for just cause, by majority vote of Board members. Just cause includes such things as:

1. Complaints - preferably written, and subject to review.
2. Unsportsmanlike conduct to referees, umpires, and other teams.
3. Ejection from any game.

By accepting an AOYL coaching position, each individual is expected to sign and adhere to the AOYL Coaches Code of Conduct and submit to a background check.

ARTICLE IX - FACILITIES

1. It will be the duty of the AOYL Board to lease the Grade School ball diamonds and ground from the School Board each year. This lease must be signed by the AOYL Board President. Terms of this lease must be followed by all those using these facilities. The AOYL will have complete control of these facilities while the lease is in effect. Any use other than AOYL activities must be approved by the AOYL Board.

2. The AOYL Board shall work with School and School Board officials in obtaining use of the Argenta Oreana Elementary and Middle School Gymnasium for AOYL sponsored games and practices.

3. The AOYL Board shall work with the School and School Board officials in obtaining use of the baseball and softball diamonds.

4. All necessary insurance will be obtained by the AOYL.

ARTICLE X - PROPERTY & EQUIPMENT

All equipment, uniforms, concessions, etc., purchased by the AOYL, by team sponsors, or by fundraisers on behalf of AOYL teams, shall become the property of AOYL.

An equipment manager will be appointed by the AOYL Board for purchase of equipment. Any player or coach found to be defacing equipment or failing to return uniforms or property will be subject to reimbursement fees and/or dismissal from the AOYL team.

ARTICLE XI - PARTICIPATION

Baseball/Softball sign-ups will be January 1 through March 31.

Basketball sign-ups will be July 1 through October 15th.

Volleyball sign-ups will be November 1st through November 30.

ARTICLE XII - AMENDMENTS

These by-laws may be amended at any regular AOYL meeting by an affirmative vote of at least two-thirds of the Board members present, providing a written resolution embodying the proposed alterations shall have been presented at the preceding meeting.

ARTICLE XIII - INDEMNIFICATION

(A) Power to Indemnify and Hold Harmless. The AOYL shall have the authority and power to indemnify and hold harmless from any loss or liability any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the name or right of the AOYL) by reason of the fact that said person or entity was a member of the Board, officer, employee or agent of the AOYL, or who is or was serving at the request of the AOYL as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against costs and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person or entity in connection with such action, suit or proceeding if such person or entity acted in good faith

and in a manner said person or entity reasonably believed to be in, or not opposed to, the best interest of the AOYL, and, with respect to any criminal action or proceeding if such person or entity had no reasonable cause to believe that his or its conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which said person or entity reasonably believed to be in, or not opposed to, the best interest of the AOYL, or with respect to any criminal action or proceeding, that the person or entity had a reasonable cause to believe that his or its conduct was unlawful. Notwithstanding anything to the contrary herein, no indemnification shall be provided any person or entity who has been adjudged to be liable for negligence or misconduct in the performance of duties or obligations owed to the AOYL, unless, and only to the extent, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person or entity is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(B) Reimbursement. To the extent that a member of the Board, officer, employee or agent of the AOYL has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section (A) of this Article, or in the defense of any claim, issue or matter therein, such person or entity may be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or it in connection therewith.

(C) Determination. Any action or agreement to indemnify and/or hold harmless, as described in Sections (A) and (B) of this Article, shall be made by the AOYL, in succeeding order, by

- (1) a majority of any committee empowered by the Board to act upon such matter;
- (2) the Board by a majority of a quorum of members of the Board.
- (3) by independent legal counsel in a written opinion.

(D) Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the AOYL in advance of the final disposition thereof, as authorized by the Board in a specific case, upon receipt of an undertaking by or on behalf of the person or entity for whom the expenses are being advanced to repay such amount, unless it shall ultimately be determined that said person or entity is entitled to be indemnified by the AOYL as authorized in this Article.

(E) Non-Exclusivity. The authority described in this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be entitled under any contract, agreement, vote or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators and representatives of such person or entity.

(F) Right to Acquire Insurance. The AOYL shall have the power and authority to purchase and maintain insurance on behalf of any person or entity who was a member of the Board, an officer, employee or agent of the AOYL, or is or was serving at the request of the AOYL as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person or entity and incurred by said person or entity in such capacity, or arising out of the status as such, regardless of whether the AOYL would have the power or authority to indemnify said person or entity hereunder.

ARTICLE XIV - PURPOSE

This organization is organized exclusively for charitable, religious, educational or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

No part of the net earnings of the organization shall inure to the benefit of, or be distributed to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of these purposes.

No substantial part of the activities of the organization shall be the 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 Federal tax code or
- (b) by any 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 the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed exclusively for such purposes or to such organization or organizations that are organized and operated exclusively for 501(c)(3) purposes.