



By-Laws and Policies

December 2020

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Revision History

February 11, 2016	By-Laws and Policies first adopted by a vote of the membership at the first general meeting of the membership.
December 14, 2016	The By-Laws were amended by a vote of the membership at the annual meeting. The membership requirements of Article IV were amended to eliminate the requirement for a new application from existing members in their second and subsequent years provided that the person has continuously been a member.
January 11, 2017	A policy was added by unanimously adopted resolution of the Board. A Facebook posting policy was added to the written policies. This newly written policy was an expression of the Club's behavior regarding FB administration since the inception of the closed FB group.
June 5, 2017	The code of conduct is revised after board approval at the May 17, 2017 meeting of the board of directors to include a statement that the members shall not act in bad faith against the interests of the club.
December 6, 2017	The By-Laws were amended by a vote of the membership at the annual meeting. Article XI has been amended to include language governing club dissolution and distribution of club funds in the event of dissolution. Specific approval by the membership is required for both club dissolution and fund distribution.
December 6, 2018	The By-Laws were amended by a vote of the membership at the annual meeting. Article VII has been amended to increase the number of Directors from 3 to 5. Article VII has also been amended to provide for limited term limit extensions of Officers and Directors.
November 22, 2019	A Board Election policy was drafted, reviewed and approved by the Board.

September 9, 2020

The Board Election policy was amended to clarify the eligibility requirement and approved by the Board.

December 6, 2020

Changes were presented to and approved by the membership at the December 6, 2020 annual meeting. A requirement that any candidate for the board must have been a member of the club for at least one year at the time of the election has been added in Article VII, Section C. Clarifying language on determining the election outcome is added in Article VII, Section E. Clarifying language defining a board meeting quorum is added in Article VII, Section F.

Katy Area Running Club

By-Laws

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I. NAME

The name of the organization shall be "*Katy Area Running Club*" hereafter referred to as "the Club".

II. PURPOSE

The Club is organized to provide a structured organization for the purpose of promoting running as a sport and healthy lifestyle within our community and for serving as a supportive group for area runners. In furtherance of our purpose, the Club hosts activities for the encouragement of running such as group runs, training runs and programs on the road and/or track, social events, and provides information about topics of interest for runners. The Club also engages in community activities, to publicize by appropriate means, the healthy benefits of running and undertakes opportunities for giving back to our community.

III. AFFILIATION

The Club shall be a chapter of the Road Runners Club of America, and all measures adopted by that body must be considered by this organization. This Club will further be affiliated with the Houston Area Road Runners Association (HARRA). This Club will submit a portion of the annual dues described in section V to the RRCA and HARRA as membership in those bodies shall require.

IV. MEMBERSHIP

Membership in the Club will be on an annual basis starting January 1st. Anyone can join the Club without regard to race, creed, color, national origin, gender, sexual orientation or, physical condition. Members will be 18 years of age or older. Individuals who wish to become members of this organization shall complete an initial application for Club membership when first joining the Club, agreeing to follow the Club's code of conduct, submit dues annually, and sign a waiver of liability annually, either in written or electronic form, for participation in all Club activities.

V. DUES

The annual dues rate for the Club membership will be set on an annual basis by the Board of Directors and shared annually with the membership as part of the regular join and renew process for the Club.

VI. MEETING OF THE MEMBERSHIP

The members of the Club shall meet at least once a year at a date and time established by the Board of Directors that is no more than eight weeks before the start of the Club's fiscal year. Quorum at the annual meeting of the membership will be majority of the Board of Directors and no less than 4 dues paying members in good standing.

VII. BOARD OF DIRECTORS AND ELECTIONS

The general membership elects the following Board of Directors: president, vice president, treasurer, and secretary and other Directors-At-Large on an annual basis. No member of the Board shall be compensated for their service.

A. Board responsibilities. The board is the governing authority and has total oversight over the management of the Club's affairs. It carries out all the objectives and purposes for which the Club is organized. This general mandate includes, but is not limited to, setting Club policy, financial oversight, strategic planning, fundraising, legal oversight, determining and monitoring the Club's programs and services, elevating the Club's public image, and hiring of any employees or independent contractors.

B. Board of Director Members and Duties:

1. President - to preside over meetings, represent this association with the RRCA, to call any special meetings, and to appoint committees and chairpersons thereof with approval from the Board.
2. Vice-President - to assume the powers of the president in his/her absence, and to take on special assignments as requested by the president.

3. Secretary - to record minutes at all meetings, to keep a file of such minutes, oversee the election process for all board members, and, when requested by the president, to accept assignments involving correspondence and the keeping of records.

4. Treasurer - Oversee the budget planning process, ensure adequate income available to achieve the budgeted expenses, safeguard the organizations assets, draft financial policies for board approval, anticipate and report financial problems, ensure the board receives regular and accurate financial statements and that the board members understand the information presented, ensure federal, state, and local reporting takes place, and other duties as requested by the president.

5. At-Large-Directors (5) – Advise and provide input on the strategic and operational aspects of the Club as appropriate.

C. Any candidate for election to the Board must have been a member of the club for at least one year as of the date of the election. All Board Members must be dues paying members of the organization and in good standing. All active Board Members must be unrelated to any other active Board Member.

D. Term of Office: Term of office shall be one year (12 months), beginning at the close of the annual membership meeting. Upon being duly elected, any Board of Director Member may serve up to five terms on the board. In the event that any Board of Director Member proposes to serve a sixth or subsequent term, their proposal must be approved by a majority of the existing board, excluding themselves, before they are nominated for election in any election year cycle. The president will appoint any board seat vacated during a term, with approval by the Board within 60 days of resignation of the seat. Appointed terms will end with the term of the seat, which is at the close of the annual membership meeting.

E. Elections: The President, Vice-President, Secretary and Treasurer (the Officers) shall be deemed elected upon reception of the largest number of votes, among the candidates for their respective positions, from those dues paying members who are present at the annual membership meeting.

The five (5) At-Large-Director candidates, among the candidates for their respective positions, receiving the greatest number of votes from those dues paying members who are present at the annual membership meeting shall be deemed elected.

F. Every effort will be made to discuss any measures coming before the group. A majority vote of the Board of Directors members present is necessary to pass ordinary measures. All measures shall be deemed ordinary except those proposing a bylaw amendment. A quorum of the Board shall consist of five members (5), at least two (2) of which shall be Officers. No official meeting shall be held unless a quorum is present.

VIII. COMMITTEES & TASK FORCES

The Board of Directors has the authority to create committees and task forces, appoint members, and dissolve committees and task forces as it deems appropriate to carry out the purpose of the Club. The

Board will define the duties and deliverables for all committees and task forces and outline the performance expectations for all members of a committee or task force. All committee and task force members serve for a term as defined by the Board of Directors. The Board is kept informed of the activities and progress of all committees and task forces, and the Board has oversight duties in regard to the final outcome approval, acceptance or rejection, ratification of the actions of a committee or task force.

IX. FINANCES

The fiscal year of the Club is from January 1st to December 31st. The Board establishes an annual operating budget and sets membership dues and event entry fees to support the budget. The board may authorize the President and/or any Officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club with approval of the Board majority. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club are signed by authorized officers or employees and in accordance with policies and procedures adopted by the Board. All monies for the Club are deposited to the credit of the Club in banks that are members of or whose deposits are insured by the Federal Deposit Insurance Corporation or other government insurance agency. No Club funds may be deposited in the personal account of a member of the Board. The treasurer reviews the status of the general fund at least quarterly. At the same time, he/she reviews a forecast of estimated deposits and disbursements for the succeeding quarters and provides a report to the Board. The Board will review the Club's income and operating expenses for the current year and the projected annual budget for the coming year with the general membership at the annual meeting. Notwithstanding the above, any dues paying member in good standing may request and receive a reporting of the income and expenses of club. Such request must be placed with the Board and shall be satisfied within 30 days. If the president and the treasurer determine that the balance of general funds exceeds the amount required for routine operating expenses, then the excess funds may be invested as authorized by the board.

X. SAVINGS CLAUSE

Failure of literal or complete compliance with provisions of the bylaws with respect to dates, times and notice, or the sending or receipt of the same, or errors in phraseology of notice of proposal, do not invalidate the actions or proceedings of the members at any meeting, as long as the members judge (by majority vote) that no substantial injury to the rights of members has occurred.

XI. TAX STATUS AND DISSOLUTION

No part of the net earnings of the Club inures to the benefit of, or is distributable to, its members, trustees, officers, or other private persons; except that the Club may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the purposes set forth in Article II. No substantial part of the Club's activities can be the carrying on of propaganda or otherwise attempting to influence legislation. The Club may not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

Regardless of any other provision of these articles, the Club may not carry on any other activities not permitted to be carried on by a corporation (a) that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or (b) contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

In the event that the Club desires to dissolve, a motion for dissolution will be presented by the Board to the membership at the annual meeting or otherwise scheduled emergency meeting of the membership. The Club shall proceed to dissolve only upon approval of two-thirds of the membership present at such meeting.

Upon dissolution of the Club, the funds in the treasury, after all creditors have been paid, shall go to the Road Runners Club of America or other 501(c)(3) nonprofit organization with a similar purpose to the Club's. The Board shall propose such non-profit organizations to the membership and transfer of funds shall occur only after approval of two-thirds of the membership present at aforementioned annual or emergency meeting of the membership.

XII. AMENDMENTS TO THESE BYLAWS

These bylaws may be amended by two-thirds of those voting at an annual meeting, as follows: (a) a proposed amendment must be submitted in writing to the Club president at least 120 days preceding the annual meeting; (b) the board by majority vote determines its position for, against, or for with a recommended change; and (c) the board returns the proposal along with its position to be included in the notice of the annual meeting.

In emergency or extraordinary situations, as defined by the board, the board (by two-thirds [2/3] vote of the entire board) may waive the 120-day submission deadline and bypass the requirement of including the proposed amendment in the notice of the annual meeting. In such emergency cases the board must communicate the proposed amendment and board position to the membership at least 30 days prior to the meeting.

A proposed amendment, which has not been recommended by the board and has been defeated at the annual meeting may not be resubmitted until at least one annual meeting has intervened. The board determines, in its sole discretion, whether an amendment is sufficiently similar to one previously considered to be governed by this subsection.

An amendment becomes effective upon adoption, unless another date is specified as part of the amendment.

The board may renumber, revise, codify and correct any provision in these bylaws, and in the rules, policies, procedures and regulations of the Club, to eliminate errors, to correct spelling and grammar, to provide consistent numbering and to bring about proper order and sequence, but in so doing it may not change the meaning of any provision.

Katy Area Running Club

Membership Waiver

I agree that I am a member of Katy Area Running Club (the "Club"), and I know that running in and volunteering for organized group runs, social events, and races with this club are potentially hazardous activities, which could cause injury or death. I will not participate in any club organized events, group training runs or social events, unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform all activities associated with the club and am in good health, and I am properly trained. I agree to abide by all rules established by the Club, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the Club agree to abide by them. I assume all risks associated with being a member of the Club and participating in Club activities which may include: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, lightning, hail, wind, traffic and the conditions of the road or trail, wild animals including, but not limited to, snakes, alligators, and feral hogs, all such risks being known and appreciated by me. I understand that skateboards, baby joggers, roller skates or roller blades, and animals are not allowed to be used in Club organized activities and I agree to abide by this rule. Having read this waiver and knowing these facts and in consideration of your accepting my membership, I, for myself and anyone entitled to act on my behalf, waive and release the Club, the city of Katy, Texas, and the Road Runners Club of America, all Club sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation with the Club, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record for any legitimate promotional purposes for the Club.

Signature:

Name: _____
(print)

Date: _____

Katy Area Running Club

Participant Waiver

I know and accept that involvement as a Participant of a Katy Area Running Club (the "Club") event, such as organized group runs, social events, and races are potentially hazardous activities, which could cause injury or death. I will not participate in any Club organized events, group training runs or social events, unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform all activities associated with the Club event and am in good health, and I am properly trained. I agree to abide by any decision of a Club official or representative relative to any aspect of my participation in this event, including the right of any official or representative to deny or suspend my participation for any reason whatsoever. I attest that I understand the rules of the Club's event and agree to abide by them. I assume all risks associated with being a Participant of the Club event which may include: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, lightning, hail, wind, traffic and the conditions of the road or trail, wild animals including, but not limited to, snakes, alligators, and feral hogs, all such risks being known and appreciated by me. I understand that skateboards, baby joggers, roller skates or roller blades, and animals are not allowed to be used in Club organized running activities and I agree to abide by this rule. Having read this waiver and knowing these facts and in consideration of your accepting my participation, I, for myself and anyone entitled to act on my behalf, waive and release the Club, the city of Katy, Texas, and the Road Runners Club of America, all Club sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation with the Club, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record for any legitimate promotional purposes for the Club.

Signature:

Name: _____
(print)

Date: _____

Legal Guardian's signature if Participant is less than 18 years of age (must be accompanied by an adult):

Signature:

Name: _____
(print)

Date: _____

Katy Area Running Club

Code of Conduct

All members of the Katy Area Running Club are required to be familiar with and adhere to the club's Code of Conduct as established by the Board of Directors. The elements of the Code of Conduct are:

- Always show respect your fellow club members at all times;
- Always show respect and appreciation for the volunteers who give their time to help the club and/or event(s);
- Never taunt or threaten physical violence upon another member of the club, a volunteer or event spectator;
- Never make racial, ethnic or gender-related slurs or derogatory comments at club events;
- Never make unwanted sexual or physical contact with other members;
- Always behave with the highest integrity when having access to or responsibility for club money or property;
- Follow all traffic/pedestrian laws when participating in club running events;
- Never act in bad faith against the interests of the club; and
- Always report violations of the Member Code of Conduct policy to the Board in writing.

Alleged violations of this Code of Conduct will be referred to and reviewed by the Board of Directors and may result in verbal or written warnings, suspension or termination of membership, and/or referral to law enforcement agencies.

Katy Area Running Club

Financial Policy

- The Treasurer is responsible for financial recordkeeping and managing and reporting on the Club finances.
- An annual budget will be proposed by the President and must be reviewed and approved by the Board.
- Individual cash payments or contributions or checks for the same must be received by a Club Officer except that receiving cash or checks at Club events may be done by two persons appointed by the Treasurer or other Club Officer (Pres, VP, Sec.).
- Any disbursements of Club funds or expenditures claimed to be on behalf of the Club shall be made for the sole benefit of the Club and for the purpose of furtherance of the Club's mission and/or activities.
- All checks for funds drawn from a Club account must be signed by at least one Club Officer. Disbursements greater than \$250 require the signature of two Club Officers.
- Funds may be deposited or withdrawn from the Club account only by a Club Officer. Withdrawals greater than \$250 require the signature of two Club Officers.
- Non-budgeted expenditures greater than \$100 must be approved by the Board.
- Reimbursement of expenditures related to Club operation or functions will be done by the Treasurer after Board approval.
- The Club will not run a deficit or be in default of any valid due payment at any time.
- Board members, including Officers, will not be compensated for their service to the Club.

All references herein to the "Club" refer specifically to the Katy Area Running Club.

Katy Area Running Club

Conflicts-of-Interest Policy

Board Approved February 2016

The members of the Board of Directors (“Director(s)”) of the Katy Area Running Club (KARC) owe a duty of loyalty to the KARC, which requires that in serving KARC they act, not in their personal interests or in the interests of others, but rather solely in the interests of the KARC. Directors must have undivided allegiance to KARC’s mission and may not use their positions, information they have about KARC, or KARC’s property, in a manner that allows them to secure a pecuniary benefit for themselves or their relatives.

The conduct of personal business between any Director and KARC is prohibited. Business transactions of the KARC in which a Director has an interest shall not be prohibited, but they shall be subject to close scrutiny. Such proposed transactions shall be reviewed carefully to determine that they are in the best interests of KARC and that they will not lead to conflict of interest. For the purposes of this policy, a Director, has an interest in a proposed transaction if he/she has a substantial financial interest in it, or has a substantial financial interest in any organization involved in the proposed transaction, or holds a position as owner, trustee, director, general manager, principal officer, or employee in any such organization. Prior to the start of any negotiations, or consideration of a grant request by the KARC, Directors are expected to make full disclosure to the best of their knowledge of any dual interest in a proposed transaction by submitting a report to the President or other officer designated by the Board to handle such matters, supplying any reasons why the transaction might not be in the best interest of KARC. In matters requiring prior approval of the Board of Directors, the President or other officer shall forward copies of this disclosure report to the Board before its approval.

Any Director with a dual interest in a proposed transaction shall not vote on the matter and, depending upon the circumstances, may be excluded from any discussion of the matter.

Any Director shall not use inside information of the KARC for his/her personal benefit, or use such inside information or his/her position as Director to the detriment of KARC. Inside information is information obtained through the Director’s position that has not become public information.

Each member of the Board of Directors has a duty to place the interests of KARC foremost in any dealings involving the KARC and has a continuing responsibility to comply with the requirements of this Policy. On an annual basis, each Director is required to complete a Conflict-of-Interest Disclosure Statement.

Katy Area Running Club

Conflict-of-Interest Disclosure Statement

Please initial and date in the space at the end of Item A or complete Item B, whichever is appropriate, complete Item C, and sign and date the statement and return it to the President.

A. I am not aware of any relationship or interest or situation involving my family or myself which might result in, or give the appearance of being, a conflict of interest between such family member or me on one hand and the Katy Area Running Club on the other.

_____ (initials) _____ (date)

B. The following are relationships, interests, or situations involving me or a member of my family which I consider might result in or appear to be an actual, apparent or potential conflict of interest between such family members or myself on one hand and the Katy Area Running Club on the other.

For-profit corporate directorships, positions, and employment with:

Nonprofit trusteeships of positions:

Memberships in the following organizations:

Contracts, business activities, and investments with or in the following organizations:

Other relationships and activities:

C. My primary business or occupation at this time is: _____

I have read and understand the Katy Area Running Club's conflict-of-interest policy and agree to be bound by it. I will promptly inform the President of the Road Runners Club of America of any material change that develops in the information contained in the foregoing statement.

Type/print name

Signature

Date

Katy Area Running Club

Alcohol Policy

It is recognized that from time to time alcoholic beverages will be available at Club activities. These Club activities may be, but are not limited to, get-togethers and parties hosted by a member in their home, membership meetings in public or commercial venues, or membership get-togethers at bars and restaurants. In light of these eventualities and for the safety and wellbeing of its members, the Club maintains this policy governing the use of alcohol.

- No member under the age of 21 shall consume alcoholic beverages at a Club activity.
- No member of any age shall provide alcoholic beverages to any person under the age of 21 at a Club activity.
- No member of any age shall provide alcoholic beverages obtained at a Club activity to any person under the age of 21 at any place or any time.
- All members shall be responsible for their own consumption of alcoholic beverages and are expected to use reasonable and prudent judgment concerning the amount and rate of consumption.
- Any member who is acting as a driver for other members to and/or from a Club activity shall exercise extreme prudence and care regarding their consumption of alcoholic beverages.
- Use of alcoholic beverages by Club members is expressly prohibited in any public place which, by law, prohibits use or possession of such beverages (i.e., county parks, public school tracks, etc).
- Neither the Club, nor members of the Club, shall sell alcoholic beverages or receive any form of compensation for alcoholic beverages at Club activities.

All observed or suspected violations of this policy must be reported to a Club Officer. If such reported violation is confirmed, after review by the Board, the membership of the person violating the policy will be immediately terminated. Further, the matter will be referred to local law enforcement if deemed appropriate.

Record Retention and Document Destruction

Board Approved February 2016

Introduction

Record retention and document destruction are distinct but complementary issues. Record retention balances the need for an organization to maintain accurate and appropriate files with the challenge of limited physical and electronic space for archives. All businesses need to keep documents that preserve institutional history for strategic planning, regulatory compliance, and legal purposes.

The Sarbanes-Oxley Act of 2002 forbids purging of documents when any organization — nonprofit or for-profit — is under federal investigation. Document destruction policies provide guidelines for the proper disposal of records and prevent destruction of relevant documentation if the organization is involved in litigation.

It is a federal crime to alter, cover up, falsify, or destroy any document to prevent its use in an official proceeding. Retention and destruction policies are helpful under any circumstances. When already in place, these policies not only help nonprofits retain appropriate historical and legal documentation, but they also clarify the steps to take if a federal investigation ever takes place.

Proposed RRD Record Retention and Document Destruction Policy

The KARC takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The Sarbanes-Oxley Act of 2002 makes it a crime to alter, cover up, falsify, or destroy any document to prevent its use in an official proceeding. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the KARC and its employees, directors and officers and possible disciplinary action against responsible individuals up to and including termination of employment.

The KARC will retain documents in accordance with Generally Accepted Accounting Practices and applicable laws.

From time to time, the President or the Chair of the Audit Committee may issue a “legal hold,” suspending the destruction of any records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the legal hold is withdrawn in writing by the person placing the hold.

Whistleblower Protection Policy

Board Approved February 2016

Introduction

The KARC requires directors, officers, employees, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers, employees, and volunteers to comply with KARC policies and to report violations or suspected violations of the law in accordance with this policy.

No Retaliation

No director, officer, employee, or volunteer, who in good faith reports a violation of the law, shall suffer harassment, retaliation, or adverse employment consequence even if the report is taken, or against any employee or individual who assists in the investigation of a reported violation. An employee, officer or director who retaliates against someone who has reported a violation of the law in good faith is subject to disciplinary action up to and including termination of employment or removal from the organization. This Whistleblower Policy is intended to encourage and enable employees and others to raise concerns about illegal activity within the organization.

Reporting Alleged Violations

Officers, directors, and employees are expected to report suspected violations of KARC policies or illegal activities to the KARC President. If the President is alleged to be in violation of the law, then the report should be submitted to the Vice President. A submitted report will be investigated by the entire Board of Directors (excluding any member alleged to be in violation of the law). If legal council is needed, it will be engaged at that time by the Board. The Vice President is authorized to retain legal council to address a complaint if it involves the President. The Board will consider any and all appropriate actions.

Suspected illegal activity or suspected violations of KARC policies may be submitted on a confidential basis by the complainant. Reports will be kept confidential to the extent possible except to the extent necessary 1) to conduct a complete and fair investigation, or 2) for review of KARC operations by KARC's independent public auditor and the KARC's legal counsel.

For a proper investigation to be conducted as much information as possible should be reported and it should clearly outline the perceived illegal act or violation of KARC policies. The report should outline a specific incident with dates and names of individual(s) involved. This report should be supplied in order to conduct a sufficient investigation.

Accounting and Auditing Matters

The Board shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The President shall immediately report to the KARC Board if any illegal accounting practices are reported by independent auditors and will work with the Board until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning suspected illegal activity or a violation of KARC policies must be acting in good faith and have reasonable grounds for believing the information is closed indicates a violation of the law or KARC policies. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as malfeasance and addressed accordingly.

Handling of Reported Violations

The appropriate person as outlined in this policy to receive an official complaint will notify the complainant and acknowledge receipt of the report within 5 business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted as a result of the investigation.

Outside legal counsel may be consulted as needed or warranted by the complaint.

Examples of Illegal Activities

The following is a non-exhaustive list of the kinds of activities that should be reported:

- Supplying false or misleading information on the KARC's financial or other public documents, including its IRS Form 990
- Providing false information to or withholding material information from the KARC's independent auditors
- Destroying, falsifying, or concealing any records that are official documents of the organization and if the actions are in violation of the law
- Altering, destroying, or concealing a document, or attempting to do so, with the intent to impair the document's availability for use in an official proceeding or otherwise obstructing, influencing, or impeding any official proceeding, in violation of federal or state law or regulations
- Embezzling KARC funds or benefiting financially through association with the KARC, for example serving on the Board and entering into a financially beneficial contract with the organization
- Paying for services or goods that are not rendered or delivered. "Laundering" funds.
- Using remarks or actions of a sexual nature that are not welcome and are likely to be viewed as personally offensive, including sexual flirtations; unwelcome physical or verbal advances; sexual propositions; verbal abuse of a sexual nature; the display of sexually suggestive objects, cartoons, or pictures; and physical contact of a sexual or particularly personal nature.
- Using epithets, slurs, negative stereotyping, and threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, or disability
- Circulating or posting written or graphic material in the workplace that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, nationality, age, or disability
- Discriminating against an employee or potential employee due to a person's race, color, religion, sex, sexual orientation, national origin, age, physical or mental impairment, or veteran status
- Violating KARC's Conflict-of-Interest Policy, Whistleblower Policy, or Document Retention & Destruction Policy
- Facilitating or concealing any of the above or similar actions

Katy Area Running Club

Privacy Policy

Our Commitment to Privacy

Katy Area Running Club (KARC) is the sole owner of the information collected on its websites, application forms, and through other means. We will not sell, share, rent, or otherwise disclose this information to other parties other than as disclosed in this statement. KARC collects information from our members and website users in a variety of ways.

The KARC website may contain links to other sites. Please be aware that KARC is not responsible for the privacy practices of other websites or organizations. We encourage our users to take appropriate precautions when leaving our website and to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by KARC.

What information is collected from you and how it is used

No registration is required to read the public parts of KARC website. Only duly authorized staff or a representative of KARC may post information or materials on KARC public website. Only authorized staff, volunteers, and dues paying members may access any private sections of the KARC website. Only KARC staff may post materials in the private sections. KARC collects information from our members and users at several different points throughout our website and from other sources. This section describes these points of collection.

Membership Registration

In order to become a member of KARC, interested persons must first complete a membership registration form. During registration an applicant is required to give contact information such as name, address, phone number, and e-mail address for all households involved in a club or management of an event. For members seeking club or event membership status, this information is used to verify adequate insurance coverage for clubs and events and to create a membership database so we may contact members about topics pertaining to KARC. All information is required unless otherwise stated on the membership form. This privacy policy governs both members who apply online or otherwise. Individuals that are not directly a member of a club or an event are required to give information such as name, address, phone number, and e-mail address. This information is used to create our membership database so we may contact members about topics pertaining to KARC. Any credit card payments processed through the membership or event management systems are done by KARC Board approved third parties. KARC will provide information regarding such approved third parties and any persons providing credit card information should review the privacy policies of such approved third parties. KARC does not retain, distribute, or use credit card information for any means or by any method. KARC is not responsible for credit card information of any person.

Facebook

KARC administers a Facebook page for communication to and among KARC membership. The KARC Facebook page is administered as a closed group and only registered members are allowed access to that FB page. KARC is not responsible for any information posted to Facebook by its membership and does not further distribute that information. Any member posting information to the KARC Facebook page should be aware of the Facebook privacy policy. Facebook is solely responsible for its use of any and all information including, but not limited to, comments, photos, addresses (physical or email), telephone numbers, ages, and genders relating to membership or any other person identified in such postings.

Event Registration

In order to register for any possible event hosted by KARC through the KARC website or by paper form, an individual may be required to give contact information such as name, address, phone number, and e-mail address, as well as other information about him or her, including, but not limited to age, sex, qualifying mark(s), etc.

Donations

KARC is committed to protecting our donors' privacy. Our donors expect that we will use their support wisely. We value our donors' trust, and we recognize that maintaining this trust requires us to be transparent and accountable to our supporters and the public at all times. KARC collects, uses, and discloses personal information only for certain purposes that are identified to the donor. We may use information to establish and manage our relationship with a donor. We obtain relevant personal information about donors lawfully and fairly. The main uses for this information involves raising money to reach our goals, to process gifts, and return appropriate receipts and thank you letters in accordance with IRS regulations. We will occasionally release a list of our donors in order to publicly recognize and thank them for support of our organization. In such cases, other organizations and third parties will have access to our donor names and in some cases donation amounts.

KARC does not sell, trade, or rent the information and contents of active donor files to others. KARC does not share donor e-mail addresses to third parties. KARC only uses and discloses personal information with donor permission. Donor permission can be in writing or implied, either verbally and/or electronically. A donor may withdraw permission to collect, use, and disclose personal information at any time by giving KARC reasonable notice, subject to legal or contractual obligations. A donor may opt out of sharing of any information, including name and address, by contacting any KARC Officer. When a donor has communicated a desire to opt out of the disclosure of his or her information, KARC will not include the donor's data to another organization or third party.

The personal information in our possession shall be kept accurate and up-to-date. Donors may always correct their personal information if they believe that our records are not correct. If a donor feels that any of our information about them is inaccurate or incomplete, the donor has the right to ask us to change it or delete it. If a donor's personal information is wrong in any way, KARC will make the required changes.

Newsletters

If a user subscribes to our newsletter(s), print or digital, we ask for contact information such as name, address, and e-mail address. This contact information is managed by KARC according to this privacy policy. KARC does not sell, lease, rent, or license its email list to third parties. All recipients of the emailed newsletter may unsubscribe by contacting any of the KARC Officers.

Security

No sensitive information (such as credit card number and/or social security number), is collected by the KARC website. As outlined above, KARC does partner with reputable third-party, internet commerce sites that may collect donations, individual member data, revenue, or sell merchandise or services. These parties are solely responsible for the content and security of their site. KARC is not responsible for the security of these sites, however KARC makes every effort to select reputable service providers.

Cookies

KARC website uses cookies solely for navigation control within forums, opinion polls and error reporting. No identifying data is collected through cookies.

Sharing

KARC may share aggregated demographic information about our website users and membership with users, sponsors, partners and advertisers. This is not linked to any personal information that can identify any individual person.

Other Collection Points

We may also collect information from people through other means such as on the telephone, by e-mail, by fax, on paper, and in person. This privacy policy governs the use and disclosure of that information as well.

With whom the information may be shared and other kinds of disclosures

KARC may occasionally share information with third parties. This section describes what information we share and with whom.

Sharing with Affiliate Organizations

KARC necessarily shares membership information with the Road Runners Club of America (RRCA) for maintaining membership lists in RRCA, mailing addresses for printed communications from RRCA, and insurance purposes. KARC may also share membership information with the Houston Area Road Runners Association (HARRA) for the purposes of providing demographic information, and names and addresses for printed communications among other things. Once transmitted to RRCA or HARRA, those organizations are responsible for maintaining the privacy of KARC members' information in their possession. Persons interested in how either of these organizations maintain or use personal information obtained from KARC should contact RRCA or HARRA directly.

Sharing with third parties

KARC may occasionally enter into relationships with other running/track & field/ and/or health & fitness organizations or companies. These relationships may be developed to receive or provide services to such organizations. When KARC provides the services or collects information for partners, this privacy statement will govern the use of such information for the relationship unless otherwise stipulated in a contractual arrangement that is more restrictive than this policy.

In the event that KARC uses an outside shipping company to ship orders, an outside printing company to print certain publications, or a credit card processing company to bill users for goods and services, these companies will be directed not to retain, share, store, or use personally identifiable information for any secondary purpose.

We may occasionally share aggregated demographic information with our corporate sponsors, suppliers, partners, and advertisers. This is not linked to any personal information that can identify any individual person.

We will occasionally make our comprehensive club mailing list available to third parties through a mailing list service. KARC maintains rights over the list and has the full authority to determine who has access to the list. The mailing list only contains the postal mailing address of the members and the member's names. It does not contain any personally identifiable information.

From time to time, we may also provide, or be contractually obligated to provide, postal or e-mail lists to KARC corporate sponsors, suppliers, or other partners for the specific purpose of fulfilling a partnership agreement or offering discounts or perquisites, which we think might be of interest to our members. These companies or organizations are contractually obligated not to use these mailing lists for any other purposes or to disclose them to any third party. Members may opt out of inclusion in such lists by writing or emailing to any KARC Officer.

We will also share information to prevent fraud, to respond to a legal process, or as otherwise required by law.

Other kinds of disclosures of personal information

KARC Club Officers, as well as KARC Committee members, Sub-Committee members, and KARC Board members, may have their name, address, fax number, phone number, and e-mail (work and/or home for each) listed both on the website and in print for contact purposes. Any person who accepts an official position with KARC agrees to have his/her contact information made available to KARC's members and the public, unless requested otherwise. KARC is required to share contact information on all KARC Officers with the Internal Revenue Service.

Some individuals may have their biographies posted on KARC website or otherwise published by KARC. These people agree to have certain information about them communicated to the public, including, but not limited to, name, home city and state, age, educational background, etc.

Minors

Protecting the privacy of the young is especially important. For that reason, we adhere to the 1998 Children's Online Privacy Protection Act (COPPA). KARC does not collect contact information on children under the age of 18 years.

We avoid collecting more information than necessary when offering children's activities. KARC may maintain a database of children's running programs, but the contact information collected will be for the adults over 18 years of age responsible for organizing said programs. We also follow strict rules when sending email to minors.

Security Procedures

KARC complies with all applicable federal and state laws and regulations governing security procedures and breach of security procedures. KARC takes every reasonable precaution to protect users' information. When users submit sensitive information via the website, the information is protected both on- and off-line.

We make every reasonable effort to protect users' information on-line and off-line. Access to users' information is restricted in our organization. Only those employees who have a need to know the information to perform their club function are granted access to personally identifiable information. All KARC Officers, Board Members, and those otherwise responsible for possessing and using membership and user personal information are kept up-to-date on our security and privacy practices.

Choice and opting in/out

Members will receive communications from KARC and others as referenced in this privacy policy. Members may opt in or out of various communications by contacting any one of the KARC Officers and requesting non-mailing status.

Correction/Updating Personal Information

If a member's information changes (such as a zip code we will endeavor to provide a way to correct, update or remove that member's information, as appropriate. This can usually be done by emailing any one of the KARC Officers.

Notification of Changes

If KARC changes its privacy policy, we will post a notice of the change on the homepage of our website for at least seven days so our users are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point KARC decides to use personally identifiable information in a manner different from that stated at the time it was collected, users will have a choice whether to consent to such use. We will use information in accordance with the privacy policy under which the information was collected.

A link to the privacy policy will always be posted on the homepage of KARC website or a copy can be obtained by emailing or writing to any one of the KARC Officers.

Revised January 21, 2016

Katy Area Running Club

Legal Notices

Copyright Notice

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Legal Notice and Disclaimer

The information contained herein is provided to the Katy Area Running Club by the Katy Area Running Club members and nonmembers. While the Katy Area Running Club makes every effort to present accurate and reliable information on this Internet site, the Katy Area Running Club does not endorse, approve, or certify such information, nor does it guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of such information. Use of such information is voluntary, and reliance on it should only be undertaken after and independent review of its accuracy, completeness, efficacy, and timeliness. Reference herein to any specific commercial product, process, trade name, trademark or service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation or favoring by the Katy Area Running Club.

The Katy Area Running Club (including its employees, agents and representatives) assumes no responsibility for consequences resulting from the use of the information herein, or from use of the information obtained at linked Internet addresses, or in any respect for the content of such information, including, but not limited to, errors or omissions, the accuracy or reasonableness of factual or scientific assumptions, studies or conclusions, the defamatory nature of statements, ownership of copyright or other intellectual property rights, and the violation of property, privacy, or personal rights of others. The Katy Area Running Club is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on such information. No guarantees or warranties including, but not limited to, any express or implied warranties of merchantability or fitness for a particular use or purpose, are made by the Katy Area Running Club with respect to such information.

Third Party Postings

In addition to the Legal Notice and Disclaimer above, public and or private sections provided on the Katy Area Running Club Internet site for third party posting are not pre-screened or regularly reviewed for content by the Katy Area Running Club its employees, agents or representatives. Authors and posters of material are solely responsible for its content. The Katy Area Running Club reserves the right to remove any postings at any time.

Links to Other Internet Sites

In addition to the Legal Notice and Disclaimer above, at certain places on this the Katy Area Running Club Internet site, live 'links' to other Internet addresses can be accessed. Such external Internet addresses contain information created, published, maintained, or otherwise posted by institutions or organizations independent of the Katy Area Running Club. The Katy Area Running Club does not endorse, approve, certify, or control these external Internet addresses and does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. Use of any information obtained from such addresses is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. Reference therein to any specific commercial product, process, or service by trade name, trademark, service mark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or favoring by the Katy Area Running Club.

Katy Area Running Club

Facebook Posting Policy

As a primary communication tool among the Club members, KARC maintains a closed Facebook (FB) Group. The intent of the Club in maintaining such a space is to provide an avenue for information sharing and planning discussions among our members. Further, the FB Group is intended to be a space free of commercial advertisements or solicitations made for financial gain. Realization of these intents will provide the Club with a clean, safe communication environment.

Policy Statement:

Facebook postings to the Club FB Group for the purpose of any commercial or financial personal gain are not allowed. The term “financial personal gain” means any financial benefit inuring specifically to the person posting the information or to another person or to an organization with which the person posting the information is affiliated.

Procedures:

Club FB Group administrators will periodically review the content of the postings. Any posting deemed violating this policy, by the administrator’s sole discretion, will be removed at the first opportunity.

Examples:

- A. Personal postings having no financial personal benefit, no vested interests (**Allowed**).
 - i. An event expected to be of general interests to the group.
 - ii. The event may or may not benefit a charity.
 - iii. The person posting the information has nothing to gain in any way.
 - iv. This could specifically be a race or article that the person found on the internet and thinks other members would find this interesting or helpful.

- B. Personal postings having no financial personal benefit, some vested interests (**Allowed**).
 - i. An event expected to be of general interests to the group.
 - ii. The event may or may not benefit a charity.
 - iii. The person posting the information has personal interests in seeing the event succeed.
 - iv. This could specifically be a race which benefits a cause of significant personal relevance to the person posting, i.e., a family member’s illness, a person’s local volunteer fire department, etc.

- C. Personal postings which have a non-financial personal benefit (**Allowed**).
 - i. This could be a solicitation for contributions to a charity to allow a person entry to a race in which they could otherwise not participate.

- ii. This could specifically be postings soliciting contributions for a charity entry to the Boston Marathon or other such race.

- D. Personal postings having a financial personal benefit **(Prohibited)**.
 - i. This could be a posting for a race, workshop or other event which is owned by the person posting the information.
 - ii. This could be a posting for a race, workshop or other event of which the person is an employee or otherwise from which the person receives a financial benefit.

- E. Commercial entity postings **(Prohibited)**.
 - i. This could be a posting by a sponsor or other entity promoting their business.

Katy Area Running Club

Board Election Policy and Procedure

As written in the Club By-Laws (Article 7, Paragraph E), all board members shall be elected by a majority vote of those dues paying members who are present at the Annual Membership Meeting. This document is written to further specify the actions necessary for valid Club board elections.

- A nominating committee, co-chaired by the Club President and Secretary, will oversee solicitation, reception and vetting of potential candidates for Officer and Directors-at-Large positions.
- The members of the nominating committee, other than the co-chairs, will be appointed by the co-chairs.
- The nominating committee will be composed of the co-chairs plus three (3) other Club members who, at the discretion of the co-chairs, will be Board or non-Board members.
- A solicitation for candidates will be issued to the entire membership of the Club at least sixty (60) days prior to the Annual Membership Meeting.
- All nominations of candidates, either self-nominations or nominations by other Club members, will be considered for inclusion on the election ballot if received at least thirty (30) days prior to the Annual Membership Meeting.
- Any candidate for election to the Board must have been a Club member for at least one year as of the date of the election.
- Any candidate for Officer position must possess skills and background experience commensurate with the able execution of the position to which they are nominated. The suitability of each such potential candidate will be determined solely by the majority view of the nominating committee according to the description of the particular position provided in the Club By-Laws and according to the committee's view of additional tasks handled by previous occupants of the particular position.
- A list of candidates approved by the nominating committee for each of the positions will be made available to all Club members at least fourteen (14) days prior to the Annual Membership Meeting.
- The election will be conducted during the Annual Membership Meeting.
- A paper ballot will be provided to each dues-paying member who attends the Annual Membership Meeting.
- In the event that the Annual Membership Meeting is held in conjunction with the annual Holiday Party or other social event, the voting member need not attend the entire Holiday Party or other social event. They may attend solely for the purpose of receiving and casting their election ballot.
- Sufficient steps will be taken to ensure that the identity of a voting member will not be associated with any cast ballot.

- After the conclusion of the election the Secretary will receive the ballots and tally the votes for each candidate provided therein and certify that each ballot and the election process in general was valid.
- The Secretary or President will communicate the results of the election to the Club membership as soon as practicable after the election.