

## AMENDED BYLAWS

### ARTICLE I AUTHORITY

A certificate of incorporation bearing the seal of the State of Iowa and dated XXXX was duly issued by the Secretary of State of the State of Iowa for (club name) hereafter known as the "Club." Except as may be hereinafter altered or amended, this corporation adopts for itself all provisions of Chapter 504 (Iowa Nonprofit Corporations) of the Code of Iowa.

### ARTICLE II PURPOSE

Section 2.1: The purpose of the Club shall be to promote, foster and perpetuate the game of soccer on the youth level. Emphasis will be placed on fun, equal participation, and sportsmanship. This Club shall exercise sole control of the games which they sponsor except in matters reserved by the Iowa Soccer Association, the United States Youth Soccer Association and the United States Soccer Federation.

Section 2.2: Funds: The Corporation may charge fees as set by the Board of Directors. The Corporation may also accept personal, corporate and governmental grants or gifts to secure the funds necessary to provide for programs, services and facilities in accordance with the Corporation's stated purpose.

Section 2.3: Nonprofit Status: This Corporation is not organized for pecuniary profit, and it shall not have to issue certificates of stock or ownership certificates or declare dividends. No part of the net earnings of the Corporation shall inure to the benefit of any member, director, officer, or individual. The balance, if any, of all money received by the Corporation from its operations, after payment in full of all debts and obligations of the Corporation shall be held, accumulated, used and distributed exclusively for carrying out the stated purpose or purposes of the Corporation consistent with laws and regulations applicable to a tax exempt, nonprofit corporation governed by the provisions of Section 501c (3) of the Internal Revenue Code of 1954, as amended, and Chapter 504, Iowa Code, as amended.

### ARTICLE III TERRITORY

The geographic area from which members and players are to be located shall be (boundaries), or such other areas as the Board may from time to time determine.

### ARTICLE IV. ORGANIZATION

(Club name) shall operate pursuant to the laws of the State of Iowa and the United States.

### ARTICLE V. AFFILIATION

(Club name) is an affiliate of, and shall comply with the authority of the Iowa Soccer

Association (ISA), United States Youth Soccer Association (USYSA), and the United States Soccer Federation (USSF) referenced as “the Federation” herewith.

#### ARTICLE VI. ADMINISTRATION

Section 6.1: The Corporation shall be governed by its Articles of Incorporation, Bylaws, and Rules and Policies except when these are superseded by those of ISA, USYSA, or the Federation.

Section 6.2: The Board of Directors shall annually set registration fees for players and coaches.

Section 6.3: The governing authority of this Corporation shall be vested with the Board of Directors selected through an open and democratic election process.

Section 6.4: The United States Soccer Federation’s articles of incorporation, bylaws, policies, and requirements take precedence over and supersede the governing documents and decisions of the ISA and its members to the extent applicable under state law, and Iowa Soccer and its members will abide by those articles, bylaws, policies, and requirements.

Section 6.5: The Club will not join any organization that has requirements that conflict with Iowa Soccer’s and the United States Soccer Federation’s articles, bylaws, policies, and requirements.

Section 6.6: The Club will (A) provide to the Iowa Soccer Association amended copies of the Club’s bylaws and other governing documents no later than ninety (90) days after adoption, and (C) make copies of those documents available to its members.

Section 6.7: The Club will allow the Iowa Soccer Association to review the documents and procedures of the Club, on request by ISA when requested to determine compliance with these bylaws.

#### ARTICLE VII. MEMBERSHIP

Section 7.1: The Corporation shall have members. All adults with players involved in the Club shall be members. Each family shall have one (1) membership vote which can be exercised by either adult parent of a player or players in the family or the adult legal guardian of the player if no parent is in the community. In the event the adults in the family cannot agree as to the manner in which the vote will be exercised, the vote shall be disqualified and shall not be counted. Participation for purposes of determining membership and voting privileges shall be determined from the preceding seasonal year.

Section 7.2: Players shall be members without a vote. Membership in the Club shall be open to any soccer players and coaches not subject to suspension under United States Soccer Federation (USSF) Bylaw 241, Section 4.

Section 7.3: No person shall be denied membership or participation in the activities of the club due to race, sex, religion or national origin.

Section 7.4: This Club shall consist of teams with players in good standing with the corporation. To be in good standing a player must be duly registered with required fees paid.

Section 7.5. Membership fees in this Club shall be payable in advance at the time of registration. These fees are to be for an entire season (September 1 thru August 31).

Section 7.6. Failure of any player to pay the required fees as herein provided shall cause immediate forfeiture of membership without further board or Club activity or decision-making. Only in cases of financial hardship, with the approval of the Board of Directors, can the player continue membership without payment of fees.

Section 7.7. All Members shall abide by the Articles of Incorporation and Bylaws of the Corporation, all rules, and policies as set forth by the Board of Directors, and all applicable rules, and policies of any association with which the Club is affiliated

Section 7.8: The Club will provide equitable and prompt hearing and appeal procedures to guarantee the rights of individuals to participate and compete. Those procedures shall include that all grievances involving the right to participate and compete in activities sanctioned Iowa Soccer and sponsored by the Federation and its members may be appealed to the Federation's Appeals Committee that shall have jurisdiction to approve, modify or reverse a decision.

Section 7.9: Exhaustion of Remedies. No Member of the Club, official, league, club, team, player, coach, administrator or referee may invoke the aid of the courts of the United States or of a state without first exhausting all available remedies within the appropriate soccer organizations.

Section 7.10: The Club shall register with Iowa Soccer at least once each seasonal year the names and addresses of its players and coaches and timely pay all dues and fees of Iowa Soccer.

Section 7.11: Annual Meeting. The annual meeting of the Club shall be held not later than the last day of (month) in each year for the purpose of electing members to the Board of Directors, and the transaction of other business as may come before the meeting. The Board shall publicize notice of the annual meeting of the Club in the (where to publicize) at least ten days prior to the meeting. Each member present at the meeting is entitled to one vote.

Section 7.12: Special Meetings. Special meetings of the membership may be called by the President, a majority of the Directors, or on petition of (number or percentage) membership votes. Notice of a special meeting shall be given by (where to publicize) not more than five days before the meeting.

## ARTICLE VIII. Board of Directors

Section 8.1: General Powers. The business and affairs of the Corporation including the control and disposition of its property and funds, shall be managed by its Board of Directors. The Board shall have sole authority to establish methods of contributions, accept or reject contributions, or to provide for any other restrictions, qualifications or levels relating to contributions which it in its sole discretion deems necessary, subject to applicable legal requirements.

Section 8.2: Number and Tenure. The number of directors of the Corporation shall be seven (7) and their tenure shall be staggered, three of them serving a term of 1 year, 2 serving a term of 2 years and three of them serving a term of 3 years. Thereafter, all Directors will serve three year terms. No Director shall serve more than 2 consecutive 3 year terms. Those initially serving 1 year and 2 year terms may thereafter serve 2 full 3 year terms if they are selected and so desire.

Section 8.3: The Nominating Committee selected by the President of the Board will compile a slate of nominees for Board positions. The slate of nominees must be presented to the Board of Directors for approval at the Board meeting immediately prior to the Annual General Meeting (AGM) of the Membership and not less than one month prior to the AGM.

Section 8.4: Regular Meetings. Regular meetings of the Board of Directors will be held at least quarterly at a place and time to be set by the Directors.

Section 8.5: Special Meetings. Special meetings may be called by or at the request of the President or a majority of the Directors. The Secretary may fix any place within the State of Iowa as the place to hold any special meeting.

Section 8.6: Notice. Notice of a regular meeting shall be given at least ten (10) days prior to the scheduled meeting. Notice of a special meeting shall be given at least five (5) days prior to the scheduled meeting. Written notice may be delivered personally or by mail to each Director at his/her personal or business address. A notice shall be considered delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Section 8.7: Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 8.8: Vacancies. Any vacancy created by departure or addition of a new member occurring in the Board of Directors may be filled by selection or election of the then current Board of Directors. A director so elected will then serve the unexpired term of his/her predecessor or a full term, as the case may be.

Section 8.9: Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action unless his/her dissent shall be recorded in the minutes of the meeting.

Section 8.10: Informal Action by Directors. Any action required to be taken at a meeting of the Directors or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all directors. Facsimile signatures shall be adequate to show consent.

Section 8.11: Resignation and Removal. Any director may at any time resign by serving notice to the remaining Directors. A Director may be removed with or without cause by a majority vote of the remaining Directors.

Section 8.12: Compensation. Directors shall serve without compensation except reasonable expenses may be paid. However, to the extent deemed necessary by the Corporation, the Corporation may retain services of a Director other than in his/her capacity as a Director and that Director may be compensated for services rendered as the Board of Directors may from time to time deem appropriate.

Section 8.13: The Board of Directors shall adopt a conflict of interest policy.

#### ARTICLE IX. OFFICERS

Section 9.1: Elections/selections. The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The officers of the Corporation shall be elected/selected by the Board of Directors annually following the Annual General Meeting of the membership.

Section 9.2: Vacancies. Vacancies shall be filled as per Section 9.1 of these Bylaws.

Section 9.3: Duties of Officers

9.3.1: President

- A. Serve as official representative of the Club.
- B. Preside at meetings of the Board and at all meetings of the Club.
- C. Appoint all necessary agents & assistants subject to approval of the Board.
- D. Review and approve all bills presented to the Club for payment, and consign all checks prepared by the Treasurer, for payment.

9.3.2: Vice President

- A. Perform all duties of President in his/her absence or direction.

9.3.3: Secretary

- A. To record the minutes of the Club and Board meetings.
- B. To assist in the preparation of agendas for Club and Board meetings.
- C. To maintain and oversee Club and Board communications.

9.3.4: Treasurer

- A. To collect all monies of the Club and keep a detailed account of income and disbursements.
- B. To pay bills presented for and approved by the Board.
- C. To prepare a detailed Treasurer's Report for Board meetings.
- D. Assist the Board in preparing an annual budget.

Section 9.4: Resignation. Any officer may at anytime resign by serving notice to the remaining Board of Directors.

#### ARTICLE X INDEMNIFICATION

The Corporation shall indemnify any person who was or is a party or witness or is threatened to be made a party or witness to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person (i) is or was a director or officer of the Corporation, or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent, partner or trustee (or in a similar capacity) of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent authorized by the Iowa Nonprofit Corporation Act and any other applicable law, as the same exist or may hereafter be amended or changed (but, in the case of any such amendment or change, only to the extent that such amendment or change authorizes the Corporation to provide broader indemnification rights than said law authorized the Corporation to provide prior to such amendment or change), against reasonable expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding or any appeal thereof; provided, however, entitlement to such indemnification shall be conditional upon the Corporation being afforded the opportunity to participate directly on behalf of such person in such claim, action, suit or proceeding or any settlement discussions relating thereto, and with respect to any compromise settlement or other non-adjudicated disposition of any threatened, or pending claim, action, suit or proceeding, entitlement to indemnification shall be further conditioned upon the requirement **that** the Corporation shall have given its prior written consent to such compromise settlement or disposition. Approval or disapproval of any proposed compromise settlement or disposition by the Corporation shall not subject the Corporation to any liability **nor** require indemnification or reimbursement of any party whom the Corporation would not otherwise have been required to indemnify or reimburse.

The right to indemnification conferred in this Article shall include the right to payment by the Corporation of expenses incurred in connection with any such claim, action, suit or proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by the director or officer in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Corporation of a written undertaking, by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article or otherwise, along with a written affirmation by such director or officer of such person's good faith belief that such person has met the applicable standard of conduct necessary to permit indemnification by the Corporation pursuant to this Article or otherwise.

Except as to proceedings by or in the right of the Corporation against a person who is or was a director or officer of the Corporation, the indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement

of expenses may be entitled under any by-law, agreement, member vote or disinterested directors or officers, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office; provided, however, that in no event shall the Corporation provide indemnification for a breach of a director's or officer's duty of loyalty to the Corporation or its member(s), for acts or omissions of a director or officer not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the director or officer derives an improper personal benefit.

The provisions of this Article shall be deemed a contract between the Corporation and each director or officer who serves in either such capacity at any time while this Article and the relevant provisions of the Iowa Nonprofit Corporation Act are in effect, and any repeal or modification of any such law or of this Article shall not affect any rights or obligations existing with respect to any state of facts then or theretofore existing or any claim, action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

This Article shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the approval hereof by the member(s) of the Corporation. The right of indemnification provided for in this Article shall continue as to a person who has ceased to be director or officer, and shall inure to the benefit of the heirs, executors, administrators and legal or person representatives of such a person. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer of the Corporation as to reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, a grand jury proceeding and any claim, action, suit or proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated, by the Iowa Nonprofit Corporation Act or any other applicable law.

Notwithstanding anything in this Article to the contrary, except with respect to proceedings initiated by a director or officer of the Corporation to enforce rights of indemnification to which such person is entitled under this Article or otherwise, the Corporation shall indemnify any such person in connection with a claim, action, suit or proceeding (or part thereof) initiated by such person only if the initiation of such claim, action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee, agent, member or volunteer of the Corporation, or is or was serving at the request of

the Corporation as a director, officer, partner, trustee, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article, the Iowa Nonprofit Corporation Act or otherwise. The Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or similar arrangements) to the extent permitted by the Iowa Nonprofit Corporation Act, as well as enter into contracts providing for indemnification to the fullest extent permitted by law and including as a part thereof any or all of the foregoing, to ensure the payment of such sums as may become necessary to effect full indemnification.

#### ARTICLE XI CONTRACTS, LOANS, CHECKS, DEPOSITS

Section 11.1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation.

Section 11.2: Loans. No loans may be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Corporation shall make no loan to any director of the Corporation.

Section 11.3: Checks, Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the Treasurer or such other Director or Directors, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 11.4: Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select.

#### ARTICLE XII WAIVER OF NOTICE

Whenever any notice is required to be given to any member or Director of the Corporation under the provisions of the Articles of Incorporation or under the provisions of the Iowa Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice. For purposes hereof, facsimile signatures shall be adequate to show consent for such waiver.

#### ARTICLE XIII FISCAL YEAR

The fiscal year of the Corporation shall run from (start and end dates) each year.

#### ARTICLE XIV AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority vote of members at any regular or special meeting of the members provided that a minimum of thirty (30) days notice in writing of the character of the proposed alteration, amendment or repeal is given to the members and the Board of Directors.

#### ARTICLE XV COMMITTEES AND COMMISSIONS

Section 15.1: General. The President, with the Board of Director's concurrence, may establish and appoint standing, special committees, and commissioners as shall be deemed desirable for the good of the Corporation. A standing committee, special committee or commissioner shall limit its activities to those tasks for which it was appointed and shall have no powers except those specifically conferred by action of the Board of Directors.

Section 15.2: Membership. Persons who are not Directors of the Corporation may be appointed to serve on standing committees, special committees or as commissioners. All standing committee members, special committee members or commissioners shall serve at the pleasure of the Board of Directors.

Section 15.3: Reports. All committees and commissioners shall maintain written minutes of their meetings or notes of activities which shall be available to the Board of Directors and the membership.

#### Section 15.4: Commissioners/Committees

##### Section 15.4.1: Referee Commissioner

- A. Recruiting & Training/Certification of referees.
- B. Scheduling & Supervision of referees.
- C. Leadership to the (Club name).
- D. Report to the Board the activities of the Referees.

##### Section 15.4.2: Equipment and Grounds Commissioner

- A. Oversee maintenance of all equipment owned by the Club.
- B. Oversee inventory control of all equipment owned by the Club.
- C. Oversee maintenance of all fields, parking lots and any other areas
- D. Report to the Board the activities of the Equipment and Grounds Committee.

Section 15.4.3: Fund Raising Commissioner

- A. Plan and oversee all capital campaigns on behalf of the Club.
- B. Develop and oversee long range planning for the Club in terms of capital development.
- C. To liaison and maintain up-to-date sponsorship contacts.
- D. To provide proper recognition for sponsors.
- E. Report to the Board the activities of the Fund Raising Committee.

Section 15.4.4: Registration and Recruiting Commissioner

- A. Recruit youth for soccer and soccer-related activities.
- B. Register youth for soccer and soccer-related activities.
- C. Maintain the list of youth who are members as defined by Article III.
- D. Review and require compliance of state, national or international rules concerning membership in and with youth soccer associations.
- E. Report to the Board the activities of the Registration Committee.

Section 15.4.5: Field Development Commissioner - Duties.

- A. Long term planning with respect to soccer facility design, construction and maintenance.
- B. Oversee all construction projects for compliance standards, and Board requirements.
- C. Oversee all contractors providing services to the Board.
- D. Report to the Board the activities of the Field Development Committee.

Section 15.4.6: Equipment Director

- A. To procure and maintain all team equipment
- B. To inventory and order Team Medals.

ARTICLE XVI OFFICES

Section 16.1: Principal Office. The principal office of the Corporation in the State of Iowa shall be located in the City of XXX, County of XXXX, Iowa. The Corporation may have such other offices, either within or without the State of Iowa as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 16.2: Registered Office. The registered office of the Corporation required by the Iowa Nonprofit Corporation Act, Chapter 504, Code of Iowa, to be maintained in the State of Iowa may be, but need not be, identical with the Principal Office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(Club name)

Print: \_\_\_\_\_

By: \_\_\_\_\_  
As \_\_\_\_\_ of the (Club name)