

ARTICLE 1: Name

This organization shall be known as the Hillsborough Soccer Club Incorporated.

ARTICLE 2: Mission

Academia De Futeboltraining is committed to providing an opportunity for youth to participate and develop to their potential in a high quality and competitive soccer program that allows individual goals to be achieved.

ARTICLE 3: Affiliation

Academia De Futeboltraining is an affiliated member of any league sanctioned by Oregon Youth Soccer, United States Youth Soccer Association, and the United States Soccer Federation. Academia De Futeboltraining will maintain membership in good standing within these organizations, and comply with their constitution and by-laws and the rules and regulations.

ARTICLE 4: Governing Authority

The governing authority of Academia De Futeboltraining shall be the Board of Directors. The powers of the Board of Directors are delegated by the club by-laws as approved or amended by the club's general membership. The members of the Board of Directors are the club's Officers and shall be elected by the club's general membership. The corporation's Trustees are the President, Secretary and Treasurer.

ARTICLE 5: Board Of Directors

SECTION 1: Board Of Directors Meetings

The Board of Directors shall conduct an official business meeting on a monthly basis. This meeting is open to the general membership. A simple majority of the Board of Directors shall constitute a quorum; a quorum is required for an official business meeting. Meetings shall be conducted according to the form prescribed in Robert's Rules of Order. Official business meetings may also be called by the President or a simple majority of the Board of Directors.

SECTION 2: Term Of Office

The term of office for each Director and the President shall be for two fiscal years, beginning July 1st after election.

SECTION 3: Elections

The Board of Directors shall be elected by the general club membership at the annual membership meeting. Approximately half of the Board of Director positions shall be open for election in one year, with the remaining positions open for election in the succeeding year. To maintain continuity the President and Vice President will be elected in alternate years. The Past President position is not an elected position.

Candidates for election must be members in good standing.

Candidates for the position of president must have been a club member for at least one year.

Voting may be by voice vote, roll call vote or written ballot as determined by the Board of Directors.

SECTION 4: Temporary Board Positions

From time to time a Board position may be vacated or open. The President has the authority to appoint a temporary board member to fill the position until the next election date. At the next general election, the vacated/open position shall be filled by election for either the remaining year of the current term, or for a new two year term as appropriate.

SECTION 5: Responsibility And Authority

All actions of the Board of Directors require the affirmative vote of a simple majority at an official business meeting. The Board of Directors shall have the following responsibilities and authority:

Implement and enforce all provisions of the club's by-laws, policies and procedures. In addition, the Board of Directors shall recommend changes and/or amendments to the by-laws to the general membership.

Conduct the ongoing day-to-day operations of the club. To this end personnel actions, operating rules, policies and procedures may be implemented upon approval of a simple majority of the board members present at an official Board of Directors meeting. All actions, rules, policies and procedures must be consistent with all provisions of the club's by-laws.

Represent the club at meetings of any affiliated organizations.

The Board of Directors is responsible for developing coaching licensing levels, training criteria, performance requirements and evaluation criteria. The Board of Directors approves the appointment of head coaches and assistant coaches of the member teams. Coaches and assistant coaches are appointed for terms of one seasonal year. This authority includes the authority to remove and/or replace a coach or assistant coach at any time. These actions must be voted on at an official Board of Directors meeting.

The Board of Directors has the right and authority to suspend, bar completely, or otherwise discipline any player, coach, assistant coach, manager or adult member for due cause. Due cause includes, but is not limited to; failure to comply with rules and regulations, failure to fulfill membership requirements, any violent or abusive action / language or any action that is disruptive to club operations or hinders the fulfillment of club objectives. These actions must be voted on at an official Board of Directors meeting.

Once elected, a board member may only be removed from office via a two-thirds vote of the Board of Directors.

Approve the formation of member teams. This includes determining the number and makeup (age groups and specific members) of member teams.

Approve the applications of all youths desiring participation in the club programs.

Develop the club's budget, approve budgeted operating expenditures and determine registration fees and special assessments. All of these actions must be approved at an official board meeting. With regard to expenditures, the President may authorize non-budgeted expenditures up to \$500 without a vote by the Board of Directors. The President is responsible for reporting such an action to the Board of Directors at the next regularly scheduled meeting of the Board of Directors.

Maintain the Problem Resolution Procedure handling any adverse decision.

SECTION 6: Positions And Specific Assignment Of Duties

The Board of Directors shall be made up of the President, Vice President, Secretary, Treasurer, Coaching Director, Equipment Director, Registrar, Ways and Means Director, Fields Director, Uniform Director, Communications Director and the Past President. The specific duties and responsibilities assigned to each position follows:

President

Organizes and presides at official Board of Directors meetings and general membership meetings.

Responsible for the overall management of the club's operations. May make operational decisions with respect to specific situations, including the authority to temporarily suspend any appointed Club official, when it is impractical to solicit full Board of Directors approval. Any such action must be reported to the Board of Directors in a timely manner and is subject to their review and approval. Only the Board of Directors has the authority to make permanent policy, personnel or operational changes.

Overall responsibility for the implementation of decisions by the Board of Directors.

Signs checks as an alternate for the Treasurer.

Appoints temporary Board of Directors members.

Acts as the club's primary representative at mandatory affiliate meetings.

Participates in the evaluation of coaches.

During the fall/spring seasons, in coordination with the Fields Director, verifies that game fields are in a safe and playable condition.

Overall responsibilities for club public relations.

Liaison with local government and school officials on various matters affecting the Club.

President may only vote to break a deadlock.

The President is a Trustee of the Corporation.

Vice-President

Assumes all powers of the President in their absence.

Represents the club at monthly League meetings and functions as League Contact.

Responsible for developing team flighting.

Responsible for developing game schedules and field assignments.

Responsible for coordinating referee assignments with the league.

Responsible for the coordination and development of the referee mentoring program.

Participates with the Coaching Director and President in coaching evaluation.

Performs responsibilities as assigned by the President.

Secretary

Takes and maintains the minutes of all meetings of the Board of Directors. Upon approval of the Board of Directors, these minutes become the official record of actions taken by the Board of Directors.

Maintains the by-laws, policies and procedures.

Handles correspondence not otherwise assigned.

Maintain files of all official club correspondence, generated by any member of the Board of Directors.

Sends out meeting notifications and other official correspondence as assigned.

The Secretary is a Trustee of the Corporation.

Treasurer

Develops the annual club budget and submits same to the Board of Directors for approval. The budget is developed to coincide with the club's fiscal year.

Maintains a record of all club expenditures. Keeps the Board of Directors advised of the status of expenditures against the budget.

Manages the club's checking and other accounts.

Maintains the club's financial and tax records and documents.

Files and maintains the articles of incorporation with the state of New Jersey.

The Treasurer is a Trustee of the Corporation.

Coaching Director

Develops and manages programs that improve and enhance the knowledge and skill of the club's coaches.

Ensures coaches meet league and club licensing and training requirements.

Act as the coaches representative to the Board of Directors. Communicates policy decisions, procedures and general information to the coaches from the Board of Directors.

Coordinate the distribution of information on tournaments, coaching clinics and licensing courses.

In association with the President and Vice President, evaluates coaches and recommends appointment, developmental actions or removal of individual coaches. Recommendations are made to the full Board of Directors for approval.

Organizes and manages tryouts.

Fields Director

Ensures that the game and practice fields are in safe and playable condition.

Coordinates all activities associated with maintaining and preparing fields/equipment for games and practices.

Prepares an annual budget for field maintenance and submits same to the Treasurer, to be included in the annual club budget.

Schedules all practice locations with the Township, Board of Education, and League Contact.

Ways And Means Director

Responsible for coordinating and managing all club fund raising activities.

Coordinates publicity for club activities and accomplishments within the community.

Manages fall and spring picture days.

Coordinates the dinner dance and annual awards night.

Prepares the annual budget for fundraising activities and submits to the Treasurer to be included in the annual club budget.

Equipment Director

Manages and accounts for all club equipment.

Responsible for timely procurement of club equipment.

Prepare an annual budget for club equipment and submits same to the Treasurer, to be included in the annual club budget.

Uniform Director

Manages and accounts for all club uniforms and accessories.

Responsible for the timely procurement of team uniforms.

Prepares an annual budget for club uniforms and submits it to the Treasurer .

Prepares competitive bidding presentations for purchases on an ongoing basis for Board of Directors review.

Registrar

Manages and coordinates player and team registration. This includes working directly with league officials and League Contact to ensure all registration activities are completed in a timely and thorough manner.

Maintains official player and team registration documents and records. This includes the status of non-township residents, currently playing with the club.

Maintains coaches licenses and all other required certifications.

Plans and organizes Picture Day.

Past President

Acts as an advisor to the Board of Directors.

Communications Coordinator

Gathers, organizes and distributes newsletter twice per seasonal year at the beginning of each season.

Prepares and distributes periodic bulletins on newsworthy items, including significant Board decisions, players and coaches accomplishments, etc.

Coordinates with League Contact and Web Manager Internet information of interest to the Club and its stakeholders.

Timely utilization of the local print, TV and other media to disseminate information about Club events.

Assists various Board members in assembling communication needs for various Board sanctioned activities, including fund-raisers, picnic, tryouts, training schedules, etc.

Become a strong advocate of the Hillsborough Soccer Club, including its mission.

Build positive relationship with the Board of Education, Township Committee Recreation Department, RCN, Hillsborough Beacon, Courier News and local businesses who support the Club.

Help to develop a sponsorship program.

ARTICLE 6: Membership

SECTION 1: Extending Membership

Membership in the Hillsborough Soccer Club shall be by invitation of the Board of Directors. Membership shall be extended to youth players and their parents or guardians, via the invitation to play on one of the teams sponsored by the club. The Board of Directors may extend membership to other individuals at its discretion.

SECTION 2: Voting

Voting privileges are extended to members who are at least 18 years of age.

SECTION 3: Eligibility

Extension of membership shall in no way be influenced by an individual's race, sex, creed or national origin. The ability of a youth player to safely play the game must be taken into consideration.

SECTION 4: Affiliate Leagues

Youth players must fulfill the registration requirements of the affiliate league(s), New Jersey Youth Soccer, United States Youth Soccer Association and the Hillsborough Soccer Club. This includes the timely payment of all registration fees and assessments associated with these organizations.

SECTION 5: Registration Fee

The registration fee is determined by calculation from the annual budget. The fee is intended to cover the cost of running the program and meet the clubs financial obligations to the affiliate organizations. This is a nonprofit organization.

SECTION 6: Conduct

Membership is contingent upon compliance with the by-laws/ constitutions, policies and procedures of the United States Youth Soccer Association, New Jersey Youth Soccer, affiliates and the Hillsborough Soccer Club. Members accept the responsibility to review and understand such by-laws/constitution, policies and procedures. In addition, members are expected to conduct themselves in a sporting like manner at all times; exhibiting respect for the game, officials, players and spectators. Any abusive or violent behavior by a player or adult member may constitute grounds for the cancellation of membership.

ARTICLE 7: Fiscal And Seasonal Year

SECTION 1: Fiscal Year

The fiscal year begins on July 1st and ends on June 30th.

SECTION 2: Seasonal Year

The seasonal year is defined by the United States Soccer Federation.

ARTICLE 8: Annual And Other Official Membership Meetings

There shall be an annual membership meeting, usually held during June each year. The Board of Directors must provide the membership with 90 days prior notice of this meeting. Other special official membership meetings may be called at any time during the year, by the Board of Directors, with at least two weeks prior notice to the membership.

ARTICLE 9: Amending The By-Laws

Amendments to the by-laws require the approval of a simple majority of all the voting members present at the annual membership meeting. Any member can submit a proposed amendment to the by-laws, requesting

a vote by the general membership at the annual membership meeting. Any such proposal must be submitted to the club Secretary, in writing, at least 60 days before the annual membership meeting. All proposed amendments to the by-laws must be circulated to the general membership at least 30 days prior to the annual meeting

AN OREGON NONPROFIT CORPORATION

Article I. General

Section 1.01

Name. This Club shall be known as the Academia De Futeboltraining., a non-profit corporation organized under the laws of Oregon. The Club shall maintain tax-exempt status in accordance with the Internal Revenue Code and the laws of Oregon.

Section 1.02

Purpose. The purpose of the Club is to create an environment sensitive to the unique needs of the female athlete, to provide training specific to women's soccer, and to develop female athletes in preparation for the highest levels of competitive soccer. The Club's goal is to sustain the improvement of our players, our teams, and the club through providing quality coaching consistent with the growing recognition of women's soccer nationally. The Club believes it will gain consistent success at the state, regional and national levels. We will continue to develop and prepare all of our athletes to help them reach their highest level of achievement.

Section 1.03

Authority Structure. The Club shall be governed by its articles of incorporation, bylaws, policies, and rules.

Section 1.04

Affiliation. The Club shall affiliate with US Club Soccer). The Club's articles of incorporation, bylaws, policies, and rules shall, to the extent permissible under Tennessee and other law, be consistent with the bylaws, policies, and rules of the US Club Soccer. Neither the Club nor its members may join any organization whose requirements conflict with the bylaws, policies, or rules of US Club. The Club shall register all of its players with US Club each seasonal year, and every eligible team affiliated with the Club shall register all of its players with US Club each seasonal year.

Section 1.05

Governing Authority. As provided in the Club's articles of incorporation, the governing authority of the Club shall be the Board of Directors.

Section 1.06

Rules of Order. Except as modified by these bylaws, meetings of the Board of Directors, shall be conducted informally when possible and if the Board in its discretion deems it necessary, in accordance with parliamentary procedures as defined by Robert's Rules of Order, Newly Revised (10th Ed.).

Section 1.07

Amendments. Amendments to these bylaws may be made by the Board of Directors at the annual general meeting or any meeting of the Board of Directors by a two-thirds vote of the votes cast on any proposed amendment. The Board

of Directors may amend these bylaws by a three-fourths vote of eligible voters; provided that any amendment made by the Board of Directors will be vacated until ratified by a majority vote of votes cast at the next meeting of the Board of Directors.

Section 1.08

Territory. The territory of the Club shall be within the borders of the state of Tennessee & Mississippi.

Section 1.09

Headquarters. The Office of the Club shall be located within Shelby County.

Section 1.10

Financial Year. The Club's fiscal year shall be from August 1st through July 31st.

Section 1.11

Seasonal Year. The Club's seasonal year shall be from August 1st through July 31st.

Article II. Membership

Section 2.01

Membership. Membership in the Club shall be as a registered player through teams that are affiliated with the Club in good standing in accordance with the Club's bylaws and policies.

Section 2.02

Teams. Membership in the Club as a Team Member shall be by open tryout conducted by the coaching staff of the Club and that remains in good standing as defined by the Club.

Section 2.03

Associate Membership. Individual players, coaches, referees, administrators, volunteers, and the parents or legal guardians of players are non-voting associate members of the Club through their registered affiliation with a Team of the Club and are subject to the articles of incorporation, bylaws, rules, and jurisdiction of the Club.

Section 2.04

Open to Participation. Membership and participation in the Club and its affiliated Teams shall be open to any youth soccer player, coach, referee, administrator, official, or volunteer, provided that such person is not suspended or barred from participation by the Club or US Club Soccer.

Section 2.05

Non-Discrimination. The Club, its Teams, and its associate members shall not discriminate against any person on any basis prohibited by applicable law or the USSF.

Section 2.06

Admission. Non-affiliated organizations may request affiliation at any time. The Board of Directors of Directors shall review requests for affiliated in accordance with the Club's policies and shall grant affiliation to any amateur soccer organization in the Club's territory that is qualified for membership.

Section 2.07

Conduct of Teams. Teams and their members must adhere to the articles of incorporation, bylaws, rules, and jurisdiction of the Club. The articles of incorporation, bylaws, rules, policies, and practices of a Team must be consistent with the articles of incorporation, bylaws, and rules of the Club and USSF. The bylaws, policies, and rules of the Club and USSF take precedence over and supersede the governing documents of Teams.

Section 2.08

Inspection. Teams shall provide the Club with copies of banking documents, rosters, and other team-related information as requested by the Club.

Section 2.09

Financial Review. The Club shall have the right to review and inspect the financial records of its Teams.

Section 2.10

Opposition to Abuse. The Club opposes all forms of child abuse, including sexual, physical, psychological, and emotional abuse or neglect. The Club and its Teams must comply with all applicable laws prohibiting such abuse and requiring the reporting of such abuse. The Club and its Teams shall adopt and enforce policies consistent with this bylaw and policies enacted by US Club Soccer.

Section 2.11

Mandatory Registration. Every player, coach, team, referee, administrator, or volunteer that participates in any activity sanctioned by the Club must be registered with the Club through an affiliated Team or as a director. All Teams affiliated with the Club must register every player, coach, team, administrator, or volunteer that participates in any the Club-sanctioned activity. Teams shall comply with the Club's registration procedures and shall timely submit all membership and participation fees to the Club.

Section 2.12

Sanctioned Activities. The Club and its Teams shall abide by US Club Soccer bylaws and policies regarding interplay. Teams affiliated with the Club may not play games against non-affiliated teams or participate in events with non-members without permission obtained in accordance with the Club's policies. Teams affiliated with the Club that engage in unsanctioned activities are subject to disciplinary action including suspension.

Section 2.13

Probation. To remain in good standing, a Team must register 11 players during each seasonal year or such lesser amount as may play in younger age groups.

Section 2.14

Bad Standing. The Board of Directors may place any Team or player in bad standing for misconduct; failure to comply with any bylaw, policy, or rule of the Club or USSF; or non-payment of fees. The activities of a Team or player in bad standing may be suspended or otherwise proscribed by the Club's Board of Directors or other US Club entity. Teams or a player in bad standing shall be ineligible to participate in Club events or to represent the Club in games. If a Team falls into bad standing for two consecutive seasonal years, its membership may be terminated. If a player fails to timely meet her commitments to the Club, she may be placed in bad standing.

Section 2.15

Financial Responsibilities. The Club specifically disclaims financial responsibility for, and shall not assume nor be held liable for, debts, contracts or other financial obligations, either express or implied, of any affiliated Player, Team, or any of the coaches, managers, officers, officials or any associate member of any affiliated District, Team, or team.

Article III. Board of Directors

Section 3.01

Responsibilities The Board of Directors shall be responsible for and have the authority for the following:

- (a) Enforcing and interpreting the Club's bylaws and policies;
- (b) Establishing and amending the Club's policies and procedures, except as otherwise provided;
- (c) Establishing the Club's financial policies and approving the Club's annual budget;
- (d) Setting the basic membership fees for recreation and competition players;
- (e) Reviewing application for affiliation and granting membership to players and teams;
- (f) Ratifying appointments made by the President of the chairpersons of the standing committees and other positions as provided in these bylaws;
- (g) Prior to each seasonal year, ratifying the policies and rules adopted by the Club and proposed by US Club;
- (h) Suspending or removing the Club Board Members in accordance with the provisions stated herein;
- (i) Suspending or terminating the membership of Teams; and,
- (j) Other duties and responsibilities as described or permitted by these bylaws.

Section 3.02

Composition. The Club's Board of Directors shall be composed of the following:

- (a) President. The President shall be elected by the Board of Directors at the beginning of the seasonal year.
- (b) Vice-President. The Vice-President shall be elected by the Board of Directors at the beginning of the seasonal year and shall oversee the administration of the Recreation and Competition programs of the Club.
- (c) Secretary: The Secretary shall be elected by the Board of Directors and shall keep an accurate record of all meetings, handle all correspondence, give notice of meetings and maintain the files of the Club.
- (d) Treasurer: The Treasurer shall be elected by the Board of Directors and shall deposit funds received from players and their families in a federally insured financial institution in the name of the Club.
- (e) Coaching Director: The Coaching Director or her designee shall be elected by the Board of Directors and shall be responsible for providing coaching training and support for all recreation/developmental coaches within the League and shall assist in recruiting coaches.

Additional non-voting positions, which may or may not be filled at the discretion of the Board of Directors, shall be elected by the Board of Directors.

(f) Registrar: The Registrar shall be elected by the Board of Directors and shall be responsible for the annual or semi-annual registration of players in the League to include making prior arrangements for the sign-up, supervising the event, and coordinating with the League Treasurer in accounting for all registrations.

(g) Fields Director: The Fields Director shall be elected by the Board of Directors and shall be responsible for securing and arranging for proper marking of fields for use of the League and shall arrange for placement of permanent, temporary or portable goals as permitted and see that nets are provided for goals at all fields. The Field Director shall coordinate Club efforts to maintain fields in good condition.

(h) Equipment Chairperson: The Equipment Chairperson shall be elected by the Board of Directors and shall be responsible for purchasing, issuing, collecting, inventorying and accounting for all Club equipment to include team equipment issued to coaches.

(j) School Coordinators: A School Coordinator shall be elected by the Board of Directors and may be appointed for each school within the League. The School Coordinator shall be responsible for publicizing and promoting soccer in school neighborhoods, assisting in registering players, assigning players to neighborhood recreation/developmental teams, recruiting volunteers to serve as coaches, assistant coaches, team parents, and referees, and shall maintain good rapport with school and neighborhood officials.

(k) Age Group Directors/Coordinators: Age-Group Directors shall be responsible for supervising the coaching, scheduling and assignment of teams in an age-group division and shall assure that teams adhere to US Club Rules and exhibit good sportsmanship.

Section 3.03

Voting. Each member of the Board of Directors, except as indicated in Section 3.02, shall be entitled to one vote.

Section 3.04

Compensation. No member of the Board of Directors shall receive compensation for their participation and services on the Board of Directors as required under applicable rules.

Section 3.05

Compensation Committee. To the extent that any member of the Board of Directors receives compensation from the Club for coaching services, that member shall not vote in any vote regarding member's compensation for coaching.

Section 3.06

Frequency and Notice. The Board of Directors shall meet as frequently as deemed necessary, but not less than once every three months. Meetings of the Board of Directors may be called by the President or upon petition to the President of a majority of the members of the Board. Written notice of each meeting shall be provided to Board of Directors members.

Section 3.07

Quorum, Majority Required. Fifty percent of the voting members of the Board of Directors shall constitute a quorum for the transaction of business. Except as provided, a majority of the quorum present at the meeting shall be required to decide an issue.

Section 3.08

Proxies. The President, Vice-President, and Secretary/Treasurer may not proxy their votes on the Board of Directors.

Section 3.09

Conflicts of Interest. The Club has a policy consistent with the form suggested by the Internal Revenue Service.

Section 3.10

Eligibility. The Officers and Directors of the Club must be members of the Club. No person may concurrently hold more than one position on the Board of Directors. No paid employee of the Club may serve or vote on the Board of Directors.

Section 3.11

Removal of Director. A Director subject to a vote of removal shall not be eligible to either cast or proxy a vote on his/her removal. A Director may be removed for cause as provided by the Articles of Incorporation by the remaining members of the Board of Directors. A Director may resign as a Director and the Board may elect a new Director in accordance with the Articles of Incorporation.

Section 3.12

Resignation by Absence. A Director shall be deemed to have resigned upon the fifth absence from a meeting of the Board of Directors during a seasonal year.

Article IV. Elected Officers

Section 4.01

President. The President shall be the Chairman of the Board of Directors, and the chief executive officer of the Club.

Section 4.02

Vice-President. In the absence of the President, the Vice-President shall conduct meetings of the Board of Directors and Board of Directors. The Vice-President shall assume all responsibilities assigned by the Board of Directors, or the President.

Section 4.03

Secretary – The Secretary shall keep all minutes of meetings and shall coordinate fundraising and assist with finances for the Club.

Section 4.04

Treasurer. The Treasurer shall be the chief financial officer of the Club.

Section 4.05

Election of Officers. The officers shall be elected by the Board of Directors.

Section 4.06

Removal. An Officer may be removed for cause by the members of the Board of Directors.

Section 4.07

Succession. In the event of the resignation, removal, incapacity, or death of the President, the Vice-President shall assume the office of President for the remainder of the existing term of office. In the event the offices of Vice-President or Secretary/Treasurer become vacant, the President may appoint, subject to ratification by the Board of Directors, a replacement to serve until the next Annual General Meeting, at which

Section 4.08

Vacancies. The Board of Directors may elect new board members in their discretion as described in the Articles of Incorporation.

Article V. Coaches and Team Officials

Section 5.01

Teams shall have a coach and in the Club's discretion, a trainer(s), appointed by the Club, who is paid from Club fees collected from the team by the Club. Coaches shall appoint team managers, travel managers, equipment managers and other team officials, who serve at the pleasure of the coach, whose decisions are solely reviewable by the Board of Directors.

Section 5.02

Prior to beginning their positions with the team, as required by US Club or in its discretion by the Club, each team official or volunteer shall submit information and a signature to the Club authorizing the Club to submit the following:

- (a) Volunteer Disclosure Form. Pursuant to guidelines established by US Club, all coaches, referees and team administrators shall be required to complete a volunteer disclosure form concerning their background, criminal history and activities.
- (b) Criminal History Check. All coaches, referees, team managers and volunteers shall consent to a criminal history check before or during participation with the Club.
- (c) Right to Deny Participation. The Club shall have the authority to deny any applicant, current coach, team official, volunteer or program administrator the privilege of serving as a coach or administrator for risk management concerns as established by the Board of Directors. There are a number of considerations, which will be examined in each situation, and that final determination of privilege will be decided by the Club's Board of Directors. All individuals shall be given due process and have the ability to present their case before the Board of Directors. The authority of the Club to deny any individual the privilege of serving may not be overruled by any official entity except as allowed in the appeal process.

Section 5.03

Conduct Incompatible with Holding Positions within The Club. The Club has adopted the following actions as reasons for expulsion from serving as a coach or administrator:

- (a) any conviction for a crime of violence;
- (b) any conviction for a crime against a person;
- (c) any report of child abuse or appearing on the Child Abuse Index;
- (d) any report of sexual offenses or sexual misconduct;

- (e) admitted use of or conviction for use of illegal drugs;
- (f) documented history of alcohol abuse (DUIs, etc.);
- (g) intentionally falsifying information on the disclosure form; and
- (h) refusal to submit a disclosure form or fingerprints when required under these bylaws.

Article VI. Indemnification

Section 6.01

Indemnification of Members of Board of Directors. The Club shall indemnify any individual made a party to a proceeding because such individual was a member of the Board of Directors to the extent permitted by and in accordance with §§ 166a101, *et seq.* of the Tennessee Revised Nonprofit Corporation Act or any amendments or successor sections of like tenor.

Section 6.02

Advance Expenses for Members of the Board of Directors. To the extent permitted by § 16-6a-904 of the Tennessee Revised Nonprofit Corporation Act or any section of like tenor as amended from time to time, the Club shall pay for or reimburse the reasonable expenses incurred by a member of the Board of Directors who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (a) the member of the Board of Directors furnishes the Club a written affirmation of his/her good faith belief that he/she has met the standard of conduct.;
- (b) the member of the Board of Directors furnishes the Club a written undertaking, executed personally or on his/her behalf, to repay advances if it is ultimately determined that he/she did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the member of the Board of Directors, but need not be secured, and may be accepted without reference to financial ability to make repayment); and
- (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under section 2.01 of this Article I PARENTS AND PLAYER or similar sections of like tenor as from time to time amended.

Section 6.03

Indemnification of Officers, Agents and Employees Who Are Not Members of the Board of Directors or State Appointed Officers. Unless otherwise provided in the articles of incorporation, the Board of Directors may authorize the Club to indemnify and advance expenses to any officer, employee or agent of the Club who is not a member of the Board of Directors, to the extent permitted by law.

Section 6.04

Contract Right of Indemnification. The right to indemnification conferred hereunder shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding (or part thereof), or in enforcing his or her rights hereunder in advance of the final disposition thereof, promptly after receipt by the Club of a request therefore stating in reasonable detail the expenses incurred; *provided, however*, that the payment of such expenses incurred by a member of the Board of Directors in advance of the final disposition of a proceeding shall be made only upon receipt of an undertaking by or on behalf of such person to repay all amounts so advanced if and to

the extent it shall ultimately be determined by a court that he or she is not entitled to be indemnified by the Club under these provisions or otherwise in the manner provided by law.

Section 6.05

Continuing Right. The right to indemnification and advancement of expenses provided herein shall continue as to a person who has ceased to be a member of the Board of Directors or to serve in any of the other capacities described herein, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6.06

Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of a final disposition conferred in this Article and the right to payment of expenses conferred in Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses hereunder may be entitled under any bylaw, agreement, vote of the Board of Directors, or otherwise, both as to actions in his or her official capacity and as to actions in any other capacity while holding that office, the Club having the express authority to enter into such agreements or arrangements as the Board of Directors deems appropriate for the indemnification of and advancement of expenses to present or future members of the Board of Directors, as well as employees, representatives or agents of the Club in connection with their status with or services to or on behalf of the Club.

Article VII. Rules of Play

Section 7.01

Governing Rules. All official Club games shall be played under the "Current Laws of the Game" published by FIFA as modified by US Club, subject to specific rules originated by the Board of Directors and/or the Competition Board and approved by the Board of Directors.

Article VIII. Other Policies of UNITED Soccer Club

Section 8.01

Sideline Demeanor – All parents, siblings, and spectators are encouraged to show good sportsmanship and refrain from negative behavior on the sidelines of all games. Player's and her parents' ("Member Families") behavior reflects on the Club and affects children's performance. Further, Member Families understand that under the soccer league rules, our Coaches can be ejected from our games should Member Families behave improperly. Member Families understand that unacceptable behavior by a Player's parent or other family member or friend may be addressed by a referee or Club official asking the offending person to leave game, the facility or removing the player from the game. Member Families acknowledge that when asked to refrain from further yelling at a game or if asked to leave a game or facility by a match official or Club official, Member Families will comply with that request immediately. Member Families further acknowledge that if Player, Player's parent or other family member verbally or physically abuses, taunts, inappropriately gestures, throws an object, makes an inappropriate sign or otherwise harasses, intimidates or improperly touches or engages any fan, player, match official, Club coach or representative, or opposing coach or club representative, that conduct in the sole discretion of the Club is grounds for restricting parents' and other family members' a) observation of Player during games and practices and b) participation with Player at Club and Team

Activities while Player participates with the Club. The Club may further refer inappropriate conduct to applicable league, tournament, US Club disciplinary committees and/or law enforcement officials.

Section 8.02

Coaching Decisions – All team and coaching decisions will be made by the coaching staff which is assigned by the Club. Parents and players are given the opportunity to evaluate their coach each year by submitting comments to the Director of Coaching. Coaches, after consultation with the coaching staff, shall determine in which tournaments their team will play, places and times all other team functions, including practices.

Section 8.03

Playing Time Players on each team may receive playing time, subject to the discretion of the coaching staff. In major tournaments where the objective is to win, playing time is not guaranteed and will be at the sole discretion of the coaching staff.

Section 8.04

Fees

(a) Club Fees – All club fees are collected from Member Families by the Team Manager or other team representative for payment of coaching, training and administrative costs and vary depending on the needs of the team. There may be additional training fees as arranged by each team's coach. Club fees do not include league registration fees, referee fees, tournament fees, indoor season or practice facility rentals, travel, lodging or other fees. Some scholarships are available in the sole discretion of the Club's Board of Directors, depending on need and other factors. If you are in need of scholarship assistance, please ask your team manager for a scholarship form.

(b) Team Fees – Team fees are assessed, collected and managed by the Team Manager or the team's designee, separately from Club Fees. Team fees will be used to cover league fees, Tournament registration fees; team travel expenses for food, lodging and travel, Coach's lodging, food and travel expenses for tournaments, state registration and referee fees, indoor season or practice facility rentals, and other items deemed necessary by the Team Coach. All amounts assessed by the team shall be due and payable upon receipt of any written or oral communication to the Player's parents unless otherwise specified by the Team Manager. All additional equipment costs specified by the coaching staff, including jackets, bags, extra socks, warm-ups, etc. are the responsibility of the player.

Section 8.05

Payment Obligations – By registering through the Club, Parents of the Player agree to pay all amounts incurred by the Player's team for Player's team's benefit on a pro rata basis with Player's team even if Player was not present to enjoy the activity planned by the Club including tournament fees, tournament lodging, coaches lodging and travel, league play, practice facilities and other fees not included in the Club Fees. A charge of \$20 plus interest may be charged to Player for each returned check or for each payment due which is not paid timely. Member families agree that if they fail to make timely payment for any fee assessed by the Club or Team, the Player may be suspended from play for the Club at games, practices or tournaments until all accounts are brought current. Further, failure to pay may result in Player's dismissal from their Team.

Parents and Player agree to pay all Club fees and team fees due including those described in Section 8.04 and 8.05. If Parents and Player fail to pay amounts when due, Parents and Player agree to pay all interest and attorney fees incurred in collection of amounts due. Parents and Player agree that Club Fees are due in full for the year as of the

time Player commits to a Club team immediately after tryouts each seasonal year-even if registration does not occur until later including any registration submitted after high school season. Club fees are for the period after tryout continuing through July 31 of the following year. All fees are due in full for the year as of the time Player commits to a Club team immediately after tryouts each seasonal year regardless of any personal decision to leave a team after a player has made a commitment to a team. While the Club understands that sometimes a player may leave a team, such as for severe injury or for a family move, the Club expects players to honor their commitment to a team and their teammates for the entire seasonal year. Player and Player's parents agree to pay all Club Fees, Team Fees and all other amounts incurred by the Team and the Club prior to leaving the Team at any point in the year. Failure to follow any policy of the Team or Club may result in disciplinary action by the Club, Team or other authority and does not affect amounts due.

Section 8.06

Refunds, Transfers – Players may leave the Team and Club and/or transfer only in accordance with applicable rules including the US Club rules. The Club, through its Board, will, in its sole discretion, consider a refund of club fees provided the player is in good standing with the Club and if a player is leaving because either the family has moved out of the geographical area or the player has suffered a season-ending injury; however, refunds shall not be made upon the basis of playing time; a change in coaching; coaching decisions and discord between player, parent, or coach. A player is in good standing if she has met all financial obligations with the Club and their Team, and has also returned all Club uniforms and other Club owned items. There are no refunds for team uniforms. Player's parents agree to pay all annual Club Fees in full (not prorated for the time spent on the team), Team Fees and all other amounts due prior to leaving the Team. Player and her parents agree that refunds of any fee paid to the Club may not be given to them if they fail to comply with any policy of the Team or Club.

Transfer from a team – Because of the unique nature of membership on an UNITED team and the limited roster positions allowed each seasonal year to each UNITED team and the need to pay UNITED tournament, travel and lodging on a group basis at the beginning of the seasonal year for the entire year, Players and Parents agree that any Player or Parent who requests transfer from an UNITED team may be assessed Team Fees as described in Section 8.05 upon request for transfer which the team incurs as of the date of the request even though the activity for the expense has not yet occurred or is for an event before the end of the seasonal year.

Section 8.07

Assumption of Risk, Release – Member families acknowledge and agree that Player's playing soccer and similar athletic activities related to or incidental thereto (the "Activity") involve strenuous physical activity that also may result in some dangerous collisions between Player and other players. Member families acknowledge and agree these activities are dangerous and involve significant risk of serious injury and/or death. Member families agree to assume these risks and all consequences flowing from these risks and dangers for Player. Member families forever release the Club, from all liability, claims, and lawsuits, whatsoever, which arise out of the Activity including all damages and expenses, including attorney fees, resulting from loss of life, limb, body function or enjoyment of life, which Player sustains during the Activity. Member families intend these releases to include all claims and actions which arise from or relate to instruction, training (whether any instruction or training is given to Player).

Teams which sometime includes guest players, periodically participate in games, practices, tournaments, travel events, and other Team activities that involve transportation of Players in vehicles driven by Team coaches and/or Players and/or parents or guardians or siblings of Players as well as other assistance and support of Players by such

persons as well as staying in hotels, motels or other accommodation provider ("Team Activities"). During these Team Activities, the Team is supervised by the Team Coach, coaching staff, and other parents and/or guardians. Team Activities benefit Players, and all parents or guardians of Players. In consideration of the Player being driven to or supported at, Team Activities, and with the reservation below, Player and her parents hereby release, waive, discharge, and agree to hold harmless each parent, guardian, coach, and player (collectively, the "Releases") who drives or assists or supports Player from all liabilities, claims, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by Player, while she is participating in any Team Activities, including all associated activities related to such participation. Parent and Player reserve the right to submit claims, not to exceed policy limits, to any insurer, whether automobile or general liability, which insures Releases under which compensation might be provided to Player, in the event she becomes injured during Team Activities. Player and her parents hereby elect to voluntarily allow Player to participate in the Team Activities knowing the risks involved. The effectiveness of this Agreement with respect to any Releasee is contingent upon such Releasee being duly licensed and insured to drive a vehicle.

Member families agree and intend the releases described herein to be for Player, as an individual and for all her heirs, successors, assigns and personal representatives.

Section 8.08

Use of Name and Likeness – Parents and Player grant the Club a non-exclusive but perpetual, worldwide right to use Player's name, likeness, description of past experiences, and description of activities with the Club in connection with and promotion of the Club and its mission.

Section 8.09

Communication – Team Managers are appointed by the coach from the one of the Member Families and serve at the discretion of the team coach. Team Managers will attempt to telephone you if possible when an urgent message needs to get out to the team, but they may rely upon emails.

When a problem arises that a parent needs to resolve, the Club has a policy on how to effectively address it. Parents should:

Discuss the problem with the manager. If it is not resolved then...

Discuss the problem with the coach. If it is not resolved then...

Discuss the problem with the Director of Coaching. If it is not resolved then...

Discuss the problem with the President or Member of the Board.

E-mails should be used to distribute factual information to the teams.

The Club reserves to the Club all other decisions not outlined above including the right to change these policies without notice. By Player's registering and playing at practices or games, Member families acknowledge that they agree to these policies, have had opportunity to review these policies and have them explained to them.

Academia De Futboltraining Parent Conduct:

ADF expect all parents to abide by our parent code of conduct:

ADF parents will

1. Help create a positive playing environment for the players, parents and support the primary goal of winning. As a parent I will focus on the second, more important goal that is to use sports to teach life lessons for my child and other youth.
2. Use positive encouragement and reinforcing to help my child and other youth keep develop.
3. Allow my child to time to properly develop, not to force their needs and wants as a means to satisfy their results.
4. Set an example for my child and honor the rules and the game respectfully rules, opponents, official, teammate and self.
5. I will use a self-control routine to avoid losing my composure when things go wrong. I will take a deep breath, turn away from the game to refocus, count backwards from 100 or use self-talk.
6. I will engage in No-Directions Cheering. I will limit my comments during the game to encouraging my child and other players (from both teams)
7. I will refrain from making negative comments about my child's coach in my child's presence. I understand that this will help to avoid planting negative seeds in my child's head that can negatively influence my child's motivation and overall experience.
8. I will demand a soccer environment for my child free of drugs, tobacco and alcohol, and will refrain from their use at all practices and games.
9. If my child develops a behavior-related problem that repeatedly disrupts practices and/or games, I promise to work with my child's coach to resolve that problem.
10. I will not sit or stand on the coaches' and players' sideline during a match, unless invited by the coach.
11. I will support all efforts to remove verbal and physical abuse from PYSC events.
12. I will demand a soccer environment for my child free of drugs, tobacco and alcohol, and will refrain from their use at all practices and games.
13. I will encourage fair play and good sportsmanship by treating coaches, players, and officials with respect, regardless of race, sex, or ability.
14. I will refrain from discussing any issues about a game with the referee or linesman at any time. This includes a call or lack of a call, before, during or after a game, and includes at the field or away from it. If I have an issue, I agree to abide by the league 24 hour rule.

15. I will remember that as a fan, I represent the Pulaski Youth Soccer Club and the community. I understand poor behavior during practices, games, or tournaments may result in expulsion from the soccer complex. (I must wait inside or next to my car in the parking area for my son or daughter). If this happens repeatedly, it will result in expulsion from the Club.