



## **By Laws of Iowa Rush Soccer Club**

Effective July 17, 2012

### **Article I. TITLE**

This corporation shall be known as the Ankeny Soccer Club DBA Iowa Rush Soccer Club, a nonprofit corporation of the State of Iowa, and is hereafter referred to as the "Club".

### **Article II. PURPOSE**

The purpose for which this Club is formed is to promote the progressive development of the sport of soccer through organization, training, education and the establishment and development of soccer programs and to organize a soccer team(s) to compete and participate in soccer.

All decisions and operations within this club will follow the guidelines as set by the Greater Des Moines Youth Soccer League and the Iowa Soccer Association.

### **Article III. MEMBERSHIP**

The Club shall have one class of members. Any parent or guardian who has a child registered as a player playing with a team associated with the Club for the current playing year or a Board of Director member for the current playing year, July 1st – June 30<sup>th</sup>, shall be considered a member and eligible to hold office and to vote on all matters to be decided by the general membership of this Club.

### **Article IV. FISCAL YEAR**

The fiscal year of the Club shall begin on the first day of January and end on the last day of December in each year.

### **Article V. MEETINGS OF GENERAL MEMBERSHIP**

#### ***Section 5.01 Annual Meetings***

An annual meeting of the Club shall be held in Ankeny, Iowa, in the month of January in each year for the purpose of electing a Board of Directors (Board) and for the transaction of such business as may come before the meeting. If the election of the Board is not held at the date of the annual meeting or at any adjournments thereof, the Board shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient.

#### ***Section 5.02 Special Meetings***

The President, the Board, or not less than fifty of the members having voting rights at the annual meeting may call special meetings of the Club. The place of the meeting shall be in Ankeny, Iowa. Notice of any special meetings shall be posted at least 5 days prior to the meeting.

### **Section 5.03 Quorum**

Those members present, at a meeting of the general membership, shall constitute a quorum for all purposes.

### **Section 5.04 Voting**

Each member shall be entitled to only one vote. Any parent or guardian who has a child registered as a player playing with a team associated with the Club for the current playing year, July 1st – June 30<sup>th</sup>, or a Board of Director member for the current playing year, July 1st – June 30<sup>th</sup>, shall be considered a member and eligible to hold office and to vote on all matters to be decided by the general membership of this Club. In the case of voting, each household of the primary caregiver is entitled to only one vote, notwithstanding the number of children registered from the family or positions held in the Club. If a Board of Director member also has a child registered with the Club, that member is only entitled to the one vote of the primary caregiver of the household. If the manner of deciding any question has not otherwise been prescribed, it shall be decided by majority vote of the members present.

### **Section 5.05 Proxies**

Proxy voting shall not be allowed.

### **Section 5.06 Order of Business**

The order of business shall be as follows at all annual meetings of the Club:

- A. Call to Order
- B. Reading of the Minutes
- C. Receiving Communications
- D. Election of Officers
- E. Reports of Officers
- F. Reports of Committees
- G. Unfinished Business
- H. New Business

## **Article VI. BOARD OF DIRECTORS**

### **Section 6.01 Number**

The property, affairs, activities and concerns of the Club shall be vested in a Board of Directors (Board), consisting of nine (9) members. The members of the Board shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified.

### **Section 6.02 Election of Board and Terms**

At each annual meeting, three (3) Board members will be elected. Terms of service are staggered in thirds to allow elections for one third of the Board on an annual basis.

<u>Track A</u>	<u>Track B</u>	<u>Track C</u>
First Vice President	President	Secretary
Board Director at Large	Board Director at Large	Treasurer
Board Director at Large	Board Director at Large	Board Director at Large

They shall be elected for a term of three (3) years, or until the third annual meeting following said election. At no point shall any individual hold more than one Board position.

### **Section 6.03 Duties of Board**

The Board may: (1) hold meetings at times and places as it thinks proper; (2) appoint members to positions (i.e. Uniform Chair) (Board Members may be appointed to positions); (3) appoint committees on particular subjects from the members of the Board or from other members of the Club; (4) audit bills of the Club; (5) devise and carry into execution such other measures as it deems proper and expedient to promote the objectives of the Club and to best protect the interests and welfare of the members.

### **Section 6.04 Quorum**

A majority of five (5) members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

### **Section 6.05 Meetings of the Board**

A meeting of the Board shall be held in conjunction with the annual meeting in January, and once each month thereafter, at a regularly scheduled time and location. The Club will be invited to attend.

### **Section 6.06 Special Meeting**

The President may, when he/she deems necessary, or at the request in writing of five members of the Board, issue a call for a special meeting of the Board. Five days' notice shall be required for such special meetings and must be communicated to the membership. Voting on unforeseen urgent matters may be performed between meetings and subsequently ratified at the next scheduled meeting. This requires that at least five (5) Board members vote.

### **Section 6.07 Absence**

Should any member of the Board absent himself/herself unreasonably from three consecutive meetings of the Board without sending a communication to the President or Secretary stating his/her reason for doing so, or if his/her excuse should not be accepted by the members of the Board, his/her seat of the Board may be declared vacant and the President may forthwith proceed to fill the vacancy.

### **Section 6.08 Vacancies**

Whenever any vacancy occurs in the Board by death, resignation or otherwise, it shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board. The election shall be held within 60 days after the occurrence of the vacancy. The person so chosen shall hold office for the remaining term of the person whose vacancy is being filled. The vacancy will be posted 30 days before the vote. The names of any Club member interested in the position must be submitted at least five days before the vote.

### **Section 6.09 Removal of Board Members**

Any one or more of the Board Members may be removed either with or without cause, at any time, by a vote of two-thirds of the Board.

## **Article VII. BOARD MEMBERS**

### **Section 7.01 Number**

The Board of the Club shall consist nine (9) total positions to include: a President, First Vice President, Treasurer, Secretary, and five (5) Board Directors at Large.

The positions are defined as:

President  
First Vice President  
Secretary

Treasurer  
Board Director at Large #1  
Board Director at Large #2  
Board Director at Large #3  
Board Director at Large #4  
Board Director at Large #5

## **Section 7.02    *Duties of Board Members***

A specific job description of each Board Member is on file with the Board. The general duties and powers of the officers of the Club shall be as follows:

### **PRESIDENT**

The President shall preside at the meetings of the Club and Board and shall be an Ex-officio member of all committees. He/she shall also communicate to the Club or to the Board such matters and make such suggestions as may in his/her opinion tend to promote the welfare and increase the usefulness of the Club and shall perform such other duties as are necessarily incident of the office of the President.

### **FIRST VICE PRESIDENT**

In the case of the President's death, absence, or inability from any cause to act, the First Vice President shall perform the duties of the President. He/she shall also be responsible for any duties assigned to him/her by the President of the board. In order to be eligible to run as President, a candidate must have served as a board member in the past.

### **SECRETARY**

The Secretary of the Club is responsible for ensuring that accurate and sufficient documentation exists to meet legal requirements, and to enable authorized persons to determine when, how, and by whom the board's business was conducted. In order to fulfill these responsibilities, and subject to the Club's bylaws, the Secretary records minutes of meetings, ensures their accuracy, and availability, proposes policies and practices, submits various reports to the board, oversees membership records, fulfills any other requirements of a Director, and performs other duties as the need arises and/or as defined in the bylaws. The Secretary is also responsible for executing all orders, votes, and resolutions, not otherwise committed; to notify the officers and trustees of their elections; to notify members of their appointments to committees; and generally to devote his/her best efforts to forwarding and advancing the interests of the Club. In the case of absence or disability of the Secretary, the Board may appoint a Secretary pro tem.

### **TREASURER**

The Treasurer shall oversee all fees/dues, keep an account of all monies received and expended for the use of the Club, work with the Board to develop a yearly budget, and provide a written financial report at each monthly Board meeting.

He/she shall oversee the deposit of all sums received in a bank approved by the Board and make a report at the annual meeting or when called upon by the President

The funds, books, and vouchers in his/her possession shall at all times be under the supervision and subject to the inspection and control of the Board. At the expiration of his/her term of office, he/she shall deliver over to his/her successor all books, monies, and other property, or, in the absence of a successor, to the President. In the case of an absence or disability of the Treasurer, the Board may appoint a Treasurer pro tem.

The Treasurer shall, if required by the Board, give to the club such security (i.e. bonded) for the faithful discharge of his/her duties as the Board may direct. Such security shall be at the expense of the Club.

#### **BOARD DIRECTOR at Large**

A Board Member regularly attends board meetings and important related meetings. They make a serious commitment to participate actively in committee work. They volunteer and willingly accept assignments and completes them thoroughly and on time. The Board Member stays informed about committee matters, prepares themselves well for meetings, and reviews and comments on minutes and reports. They get to know other committee members and builds a collegial working relationship that contributes to consensus. A Board Member is an active participant in the board's annual evaluations and planning efforts and participates in fund raising for the Club.

### **Article VIII. STANDING COMMITTEES**

#### ***Section 8.01 Nominating***

Each November, the Board shall appoint a Nominating Committee for the purpose of nominating members of the Club to the Board. The First Vice-President (President Elect) will chair this committee. The names of candidates wishing to run for open positions must be submitted at least one week prior to the election.

#### ***Section 8.02 Other Committees***

The Board may appoint such other committees for such purpose and duration, as it deems necessary.

### **Article IX. AMENDMENTS**

These Bylaws may be amended, repealed, or altered in whole or in part by a majority vote of the Board at any meeting of the Club, provided that notice of the meeting shall be made to the Club members 30 days in advance and shall make reference, to the fact that the Bylaws may be amended, revealed, or altered and a summary of the proposed changes.

### **Article X. PROHIBITED ACTIVITIES**

#### ***Section 10.01 Lobbying***

No substantial part of the activities of the Club shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Club shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign of any candidate for public office.

#### ***Section 10.02 Borrowing***

No Board Member or member of the Club shall be authorized to encumber the Club or its assets by borrowing any funds for any purpose without a majority vote of the Board.

#### ***Section 10.03 Compensation***

No Board Member shall be entitled to receive any compensation, salary or other remuneration from the Club for services provided, except such compensation as paid to any member for providing similar services. (E.g.. Referee fees).

#### ***Section 10.04 Contracts, Deeds and Leases***

No Board Member shall enter into any contract, deed, or lease that will be binding to the Club as a whole without the signature of at least three officers and the majority vote of the Board.

### **Section 10.05 Personal Gain**

No Board Member shall use their position to unduly promote or assign any team/player for personal gain.

### **Section 10.06 Conflict of Interest**

The Club has adopted a Conflict of Interest policy to identify and avoid transactions or relationships that may create actual conflicts of interest, or the appearance of such conflicts of interest. Each Board member and employee shall sign a copy of the policy to acknowledge receipt and understanding and shall annually complete a disclosure form as required by the policy.

## **Article XI. DISSOLUTION**

### **Section 11.01 Dissolution**

Upon dissolution of the Club, assets shall be distributed by action of the Board in compliance with Iowa law concerning the dissolution of non-profit corporations.

### **Section 11.02 Distribution of Assets**

Notwithstanding the foregoing, upon dissolution of the Club, no member shall be entitled to any distribution or division of any property in the Club or its proceeds, and the balance of all money or other property received by the Club from any source, after the payment of all debts and obligations of the Club, shall be used or distributed exclusively for purposes within the intent of Section 501(c) of the Internal Revenue Code as the same now exists or as it may be amended from time to time.

## **Article XII. Indemnification of Officers, Directors, Employees, Members, Volunteers and Agents**

### **Section 12.01 Indemnification**

Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a Director, Officer, employee, member volunteer or agent of the Club, or is or was serving at the request of the Corporation as a Director, Officer, employee, member, volunteer or agent of another corporation, partnership, joint venture, trust or enterprise, shall be indemnified to the following extent and under the following circumstances:

- a. In an action, suit or proceeding other than an action by or in the right of the Club, such person shall be indemnified against expenses (including attorney's fees), judgments, fines, and amounts paid in the settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Club, and with respect to any criminal action or proceeding, had nor reasonable cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- b. In an action, suit or proceeding by or in the right of the Club, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in

connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Club except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Club unless and only to the extent that the court which such action or suit was brought shall determine upon application that, despite the adjudication of liability, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

### **Section 12.02 Limitations**

Any such indemnification under this Bylaw (unless ordered by a court) shall be made by the Club only:

- a. To the extent that a Director, Officer, employee, member, volunteer or agent of the Club has been successful on the merits or otherwise in the defense of any action, suit or proceeding, or
- b. Upon a determination that the indemnification of such Director, Officer, employee, member, volunteer, or agent is proper in the specific circumstances because he has met the applicable standard of conduct set forth in this Bylaw. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable or even if obtainable, quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

### **Section 12.03 Expenses**

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid in advance of the final disposition of such action, suit, or proceeding only as authorized by the Trustees by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding and upon receipt of an undertaking by or on behalf of the Director, Officer, employee, member, volunteer, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation under this Bylaw.

### **Section 12.04 Amendments**

The indemnification herein provided shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any statute, including the Iowa Nonprofit Corporation Act as it now exists or is hereafter amended, or any other Bylaw, agreement, vote of disinterested Directors or otherwise, both as to action in his official capacity and as to action in other capacity while holding such a Director, Officer, employee, member, volunteer or agent and shall inure to the benefit of the heirs, executor and administrator of such a person. It is intended by the foregoing, and it shall be so interpreted, to provide all such indemnification of Officers, Directors, employees and volunteers as may be permitted under the Code of Iowa, or as hereafter amended.

## **Article XIII. AUTHORITY**

### **Section 13.01 Roberts Rules of Order**

Roberts Rules of Order (latest edition) shall govern the meetings of the Board and general meetings of the membership in all cases to which they are applicable.

## **Article XIV: Complaints and Grievances; Exhaustion of Remedies; Non-retaliation**

Any complaint or grievance against the Club or its coaches or staff shall follow the procedures as specified in the Club's Complaint and Grievance policy. No member of the Club may invoke the aid of any court without first exhausting all available remedies within the Complaint and Grievance policy. Retaliation against persons who in good faith report misconduct, or otherwise participate in an investigation of misconduct, is inconsistent with the Club philosophy and is prohibited.

### ***Section 14.01 Complaints and Grievances***

Complaints are expressions of dissatisfaction with treatment of a member by the Club, or with the services or management of the Club. Complaints are best addressed between the people involved in the dispute, or possibly the next level of supervision. For example, a problem with a coach is best addressed with the coach or, if that is not desirable or effective, with the Director of Coaching over the program. A problem with a Director of Coaching is best addressed with that person, or if that is not desirable or effective, with the Technical Director. Complaints sent to the Board of Directors may be redirected to the appropriate person to address such complaint.

Grievances are a formal statement of complaint directed toward an administrator with authority to resolve the grievance. Grievances shall include the nature of the dispute and a desired remedy. Grievances shall be submitted to the Director of Coaching over the program, or to the Technical Director if the grievance involves the Director of Coaching. Grievances against the Technical Director shall be submitted to the President of the Board of Directors. A timely written response to the grievance shall be provided as soon as practicable.

Complaints or grievances alleging discrimination and harassment may be brought to the General Manager or the President of the Board of Directors.