

BYLAWS OF  
THE SHORELAKE SOCCER CLUB

(A nonprofit association)

PART 1.

PURPOSE

1.1 Purpose. The purposes for which the Shorelake Soccer Club (the “Club”) is organized is to act exclusively as a charitable, scientific or educational organization within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the

1.2 purposes permitted by that section, including, without limitation to:

a. govern, promote and develop the sport of soccer within the City of Shoreline and King County Washington bordered to the i) North by the King-Snohomish County line, and ii) East by Lake Washington and 61st Avenue Northeast, and iii) South by Northeast 145<sup>th</sup> Street, and iv) west by Interstate 5; and

b. encourage participation in Club sanctioned games and activities by all individuals, regardless of race, religious affiliation, or physical ability (subject only to a regard for the individual's health and safety); and

c. establish uniform policies, procedures and rules applicable to youth soccer and consistent with the policies, procedures and rules of the Seattle Youth Soccer Association (“SYSA”) and the Washington State Youth Soccer Association (“WSYSA”); and

d. educate, teach and train parents, coaches, referees and players about the sport of soccer; and

e. implant firmly in the youth of the community the ideals of good sportsmanship, honesty, loyalty, courage, and reverence; and

f. develop stronger and happier youth who will grow to be good, clean, healthy, and trustworthy citizens; and

g. combat juvenile delinquency by keeping the youth occupied in worthwhile activities; and

h. broaden the education of youth through travel to other communities in this and other counties; and

i. broaden the education of youth through contact with youth from other communities in this country so they will be more understanding citizens; and

j. make contributions to similar organizations, which qualify for exemption under Section 501(c)(3) of the Internal Revenue Code.

## PART 2.

### MEMBERSHIP

2.1 Classes of Members. The Club shall have two classes of members: Voting Members and Associate Members. The qualifications for each class of members are set forth in these Bylaws. All members shall abide by these Bylaws, any Code of Ethics of the Club and uphold the best interest of the Club.

2.2 Voting Members. Qualification as a Voting Member is limited to individuals residing within the boundaries of the Club as described in Section 1.1(a) who are at least 18 years old and who are i) volunteers for the Club, including but not limited to coaches, board members, and committee members, and ii) referees and trainers; and iii) parents or legal guardians of registered players. Voting Members shall be entitled to vote on all matters subject to vote by the membership, shall be eligible to serve as a director, serve as an officer, and serve on and chair a committee of the Club.

2.3 Associate Members. Any individual or entity that supports the purposes of the Club, but does not qualify as a Voting Member is eligible to be an Associate Member. Associate Members shall have no voting privileges. Associate Members, if an individual directly, and if an entity, through an individual who is such entity's designee, shall be eligible to serve as a director, serve as an officer, serve on and chair a committee, and attend events sponsored by the Club.

2.4 Voting Rights. Voting Members have voting rights only with respect to the election or removal of Directors as set forth herein. The Board of Directors shall have sole voting power with respect to all other matters relating to the Club, including without limitation: any alteration, amendment or repeal of the Bylaws or the adoption of new Bylaws; any merger or consolidation involving the Club; any sale, lease, exchange or other disposition of all or substantially all of the property and assets of the Club; the adoption of any plan providing for the distribution of assets; or any dissolution of the Club. However, the Board of Directors in its discretion may submit to Voting Members at any annual or special meeting thereof any matter for vote by such members. The vote of any Voting Member at any meeting of members may be exercised either in person by an authorized agent thereof, or by written proxy. Each Voting Member shall be entitled to one vote on each matter coming before any meeting of such members.

2.5 Membership Applications and Procedures. All initial applications for membership shall be made in writing. A duly appointed committee of the Board of Directors may accept or reject any application, require additional information from any applicant, determine whether any applicant qualifies as a Voting Member or Associate Member, and make all other determinations with respect to members of the Club, subject to review by and direction from the Board of Directors as to any or all of the foregoing matters. Upon request by the President, the Secretary, the Executive Committee or the Board of Directors, a list of the names and addresses of all Voting Members shall be provided, and such list may be relied upon and shall be conclusive for all purposes for which a determination of Voting Members is relevant, except to the extent otherwise determined by the Board of Directors prior to such

reliance. Each member who meets the qualification criteria shall continue as a member, except as otherwise set forth herein.

2.6 Dues and Assessments. Membership dues may be established from time to time by the Board of Directors, and may be set at different amounts for different classes of individuals or entities (which need not coincide with the classes of members set forth herein). Payment of dues shall be in advance and shall be a condition precedent to membership in good standing.

## 2.7 Suspension and Termination of Membership.

a. Resignation of Membership. Any member may resign by submitting a written resignation to the Club. Such a resignation shall be effective as of the date received or at a future date as stipulated in said resignation. Any member who resigns shall forfeit any and all dues paid and any and all rights and privileges with respect to the Club and shall remain liable for any dues or other charges due and owing at the time of such member's resignation.

b. Termination. The Board of Directors, by resolution, may terminate the membership of any member for failure to abide by the Bylaws or code of ethics or if a member's conduct is deemed by the Board of Directors to be detrimental to the best interest of the Club. Any member whose membership is terminated shall forfeit any and all dues paid and any and all rights and privileges with respect to the Association and shall remain liable for any dues or other charges due and owing at the time of such termination. Termination will require the Board of Directors to give notice to the member in question, followed by an opportunity for the member to be heard. After hearing from the member, or should the member fail to reply within two weeks of the date of notice, the Board of Directors may act to terminate the member.

2.8 Annual Meeting. The annual meeting of the Voting Members of the Club shall be held each year no earlier than the second week of September and no later than the second week in November at such time and place as the Board of Directors shall determine. The purposes of the annual meeting shall be to elect directors and to transact such other business as may properly come before the meeting.

2.9 Special Meetings. Special meetings of the Voting Members for any purpose or purposes permitted hereunder or by law may be called at any time by the President, the Executive Committee or the Board of Directors to be held at such time and place as the President, Executive Committee or the Board of Directors may prescribe. Upon the request of the Voting Members holding in the aggregate ten percent of the voting power of all Voting Members, it shall be the duty of the Secretary to call a special meeting of the Voting Members for any purpose or purposes permitted hereunder or by law, such meeting to be held at such place and at such time as the Secretary may fix, not less than ten nor more than 35 days after the receipt of said request, and if said Secretary shall neglect or refuse to issue such call, those making the request may do so.

2.10 Notice of Meetings. Written notice of the place, day and hour of the annual membership meeting and written notice of the day, place, hour and purpose or purposes of special membership meetings shall be delivered not less than ten nor more than 50 days before the date of the meeting, either personally, by mail or by email, by or at the direction of the President, the Secretary or the officer or persons calling the meeting, to each Voting

Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at its address as it appears on the records of the Club, with postage thereon prepaid.

2.11 Waiver of Notice. Except where expressly prohibited by law, notice of the day, place, hour and purpose or purposes of any meeting of the Voting Members may be waived in writing by any Voting Member at any time, either before or after the meeting, and attendance at the meeting in person or by proxy shall constitute a waiver of such notice of the meeting unless prior to or upon commencement of such meeting such Voting Member in attendance asserts that proper notice was not given.

2.12 List of Members. At least ten days prior to a meeting of Voting Members, the Secretary of the Club, in conjunction with the Board of Directors or a committee thereof, shall compile a complete list of the names and addresses of the Voting Members entitled to vote at such meeting or adjournment thereof. Such list shall be open for examination by any Voting Member during usual business hours at the principal or registered office of the Club or the office of the Secretary of the Club for a period of at least ten days prior to any such meeting. Such list shall also be produced and kept open for examination at the time and place and during the course of any such meeting.

2.13 Quorum. At any meeting of Voting Members, the presence in person or by proxy of fifty (50) Voting Members in good standing shall constitute a quorum for the transaction of business, and the vote of a majority of the Voting Members present in person or by proxy at a meeting at which there is a quorum shall be the act of the Club, except as otherwise provided herein or by law. The Voting Members present at a duly convened meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

2.14 Adjourned Meetings. Whether for failure to obtain a quorum or otherwise, an adjournment or adjournments of any meeting of Voting Members may be taken to such time and place as the majority of those present (in person and by proxy) may determine without any other notice than announcement at such meeting being given.

2.15 Proxies. A proxy must be executed in writing by a Voting Member or its duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. Revocation of a proxy shall not be effective until the Secretary of the Club thereof has actually received written notice.

2.16 Action by Members Without a Meeting. Any action, which could be taken at a meeting of the members, may be taken without a meeting if a written consent setting for the actions so taken is signed by all members entitled to vote with respect to the subject matter thereof. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the members.

## PART 3.

### GOVERNANCE

3.1 Number of Directors. The affairs and property of the Club shall be managed under the direction of a Board of Directors. The Board shall consist of sixteen (16) voting positions up to but not limited to eight (8) non-voting positions. The Board of Directors, by amendment to these Bylaws, may increase or decrease the number of Directors, provided that no decrease in number shall have the effect of shortening the term of any incumbent Director.

3.2 Qualifications. Each Director must be a Voting Member or Associate Member in good standing.

3.3 Term of Office. The Board of Directors shall be elected for one (1) year term and hold office until the election of Directors by Voting Members and until their respective successors shall be elected and qualified, subject to provisions herein relating to vacancy and removal. Following the election of Directors by Voting Members, Directors shall hold office (i) beginning January 1 of the calendar year following the annual meeting of the Voting Members; (ii) for one calendar year or until a successor has been elected and qualified; or (iii) until the term expires, if the number of Directors has been reduced by Board resolution to eliminate the position held by such Director effective upon such expiration.

3.4 Election of Directors. Voting for the annual election of Directors by Voting Members shall take place at the Annual meeting of members, or, at the election of the Board of Directors, may be accomplished by mailed ballots. Each Voting Member may cast one vote for each position that will become open on the Board of Directors. No Voting Member may cast more than one vote for any nominee.

3.5 Vacancies. Except as otherwise provided by law, vacancies in the Board of Directors, whether caused by resignation, removal or otherwise, may be filled by a majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. A Director thus elected to fill any vacancy shall hold office for the remainder of the term and until a successor is elected and qualified. Vacancies may also be filled after the Annual meeting by members of the club in good standing by a vote of the Board of Directors at any regular board meeting, and would hold office for the remainder of the term.

3.6 Removal. Any Director may be removed, with or without cause, by (i) the vote of two-thirds of the Directors then in office at a meeting of the Board of Directors; or (ii) the vote of two-thirds of all Voting Members at a special meeting of Voting Members called for such purpose.

3.7 Quorum and Voting. At any meeting of the Board of Directors, the presence in person of a simple majority of the filled Director positions shall constitute a quorum for the transaction of business. If a quorum is present, the act of a majority of the Directors present at such meeting shall be the act of the Board of Directors and of the Club except as may be otherwise specifically provided by statute or by these Bylaws. The Directors present at a duly convened meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. Abstention from voting on a

motion by a Director present at a meeting at which there is a quorum shall be counted as a vote against the motion.

3.8 Annual Meeting. The annual meeting of the Board of Directors shall be held without notice immediately following and at the same place as the annual meeting of Voting Members for the purposes of electing officers and transacting such business as may properly come before the meeting.

3.9 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place, day and hour as the Board from time to time may specify by resolution.

3.10 Special Meetings. Special meetings of the Board of Directors may be held at any place at any time whenever called by the President, the Executive Committee or any six (6) or more Directors.

3.11 Notice of Meetings. Notice of the time and place of all meetings of the Board of Directors shall be given by the Secretary, or by the person calling the meeting, at least five days before the meeting, to each Director who will have voting rights on all issues at the meeting. A Director whose term expires at an annual meeting need not be given notice of such meeting. However, no notice of any regular meeting need be given, if the time and place thereof shall have been fixed by resolution of the Board of Directors and a copy of such resolution sent by notice to every Director at least five days before the first meeting held pursuant thereto. Notice of any meeting of the Board or any committee thereof may be given by mail, e-mail, air courier, telecopy or other facsimile transmission or other written communication or may be given orally by communication in person, over the telephone or other oral communication, including voice mail. Notice of any meeting of the Board of Directors may be waived in writing by any Director at any time, either before or after such meeting, and attendance at such meeting shall constitute a waiver of any notice required for such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened. Notice of more than one meeting of the Board or any committee thereof can be given in a combined notice, which may consist of a calendar of meetings for a particular period of time.

3.12 Action by the Board Without a Meeting. The Board of Directors may take any action that it could properly take at a meeting without such a meeting if a consent in writing or by email setting forth the action so taken shall be signed or sent by seven (7) of the Directors. Such consent shall have the same effect as a vote.

3.13 Electronic Meetings. Members of the Board of Directors or of any committee appointed by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of a conference telephone, videoconference or similar communications equipment that enables all persons participating in the meeting to hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

3.14 Compensation. Directors as such shall receive no compensation for their services as Directors, except that Directors may receive reasonable compensation from the Club for services rendered to the Club and may be reimbursed for actual expenses incurred because of their position if such reimbursement is authorized by the Board of Directors.

3.2 Conflict of Interest Policy. The purpose of the Conflict of Interest policy is to protect the Clubs tax-exemption when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Club or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state or federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

## Article II

### Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, which has a direct or indirect financial interest, as defined below, is an interested person.

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment in any entity with which the Club has a transactions or arrangement,
- b. A compensation arrangement with the Club or with any entity or individual with which the Club has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Club is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## Article III

### Procedures

#### 1. Duty Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the board or committee shall determine whether the Club can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Club's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as whether to enter into the transaction or arrangement.
- 4. Violations of the Conflicts of Interest Policy
  - a. If the board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### Article IV

##### Records of Proceedings

The minutes of the board and all committees with board delegated power shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Article V

##### Compensation

A voting member of the board who receives compensation, directly or indirectly, from the Club for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Club for services is precluded from voting on matters pertaining to that member's compensation.

- c. No voting member of the board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Club, either individually or collectively, is prohibited from providing information to any committee regarding compensation.



## Article VI

### Annual Statements

Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement, which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

## Article VII

### Periodic Reviews

To ensure the Club operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## Article VIII

### Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Club may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of its responsibility for ensuring periodic reviews are conducted.

### 3.3 Member Protection (Whistleblower) Policy

If any Member reasonably believes that some policy, practice, or activity of Shorelake Soccer Club is in violation of law, a written complaint must be filed by that Member with the Board President.

It is the intent of Shorelake Soccer Club to adhere to all laws and regulations that apply to the Club and the underlying purpose of this policy is to support the Club's goal of legal compliance. The support of all Members is necessary to achieving compliance with various laws and regulations. A member is protected from retaliation only if the Member brings the alleged unlawful activity, policy, or practice to the attention of Shorelake Soccer Club and provides the Shorelake Soccer Club with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to Members that comply with this requirement.

The Shorelake Soccer Club will not retaliate against an Member who in good faith, has made a protest or raised a complaint against some practice of the Shorelake Soccer Club, or of another individual or entity with whom the Shorelake Soccer Club has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The Shorelake Soccer Club will not retaliate against Members who disclose or threaten to disclose to the board or a public body, any activity, policy, or practice of the Shorelake Soccer Club that the Member reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about the policy.

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Member Signature

Date

### 3.4 Document Retention Policy

The purposes of this document retention policy are for the Shorelake Soccer Club (the “Club”) to enhance compliance with the Sarbanes-Oxley Act and to promote the proper treatment of corporate records of the Club.

## ARTICLE II POLICY

### Section 1. General Guidelines

Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense, which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, the Club may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

### Section 2. Exception for Litigation Relevant Documents

The Club expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors and employees should note the following general exception to any stated destruction schedule: If you believe, or the Club informs you, that Club records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

### Section 3. Minimum Retention Periods for Specific Categories

- a) Organizational Documents. Organizational records include the Club’s articles of incorporation, by-laws and IRS Form 1023, Application for Exemption. Organizational records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

- b) Tax Record. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the Organization's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.
- c) Employment Records / Personnel Records. State and federal statutes require the Club to keep certain recruitment, employment and personnel information. The Club should also keep personnel files that reflect performance reviews and any complaints brought against the Club or individual employees under applicable state and federal statutes. The Club should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.
- d) Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the Club's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the Club.
- e) Press Releases / Public Filings. The Club should retain permanent copies of all press releases and publicly filed documents under the theory that the Club should have its own copy to test the accuracy of any documents a member of the public can theoretically produce against the Club.
- f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.
- g) Marketing and Sales Documents. The Club should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.
- h) Contracts. Final, execution copies of all contracts entered into by the Club should be retained. The Club should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.
- i) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.
- j) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.
- k) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.
- l) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

#### Section 4. Electronic Mail.

E-mail that needs to be saved should be either:

- (i) printed in hard copy and kept in the appropriate file; or
- (ii) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

The following table provides the minimum requirements.

<b>Type of Document</b>	<b>Minimum Requirement</b>
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank Reconciliations	2 years
Bank Statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes & leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	2 years
Correspondence (legal & important matters)	Permanently
Correspondence (with customers & vendors)	2 years
Deeds, mortgages, & bills of sale	Permanently
Depreciation Schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense Analyses/expense distribution schedules	7 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc	Permanently
Internal audit reports	3 years
Inventories of products, materials, & supplies	7 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws and charter	Permanently
Patents and related papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement & pension records	Permanently
Tax returns & worksheets	Permanently
Timesheets	7 years
Trademark registrations & copyrights	Permanently
Withholding tax statements	7 years

## **PART 4.**

### **COMMITTEES**

4.1 Establishment and Authority of Board Committees. By resolution adopted by a majority of the Directors in office, the Board of Directors shall establish an Executive Committee and may establish other committees of the Board consisting of two or more Directors, which committees shall have and exercise the authority of the Board of Directors, to the extent provided in their establishing resolutions, except that no committee shall have the authority to: (i) take any action contrary to law; (ii) approve any proposal that the Club borrow money or become a maker on a promissory note or other evidence of indebtedness for borrowed money; (iii) amend, alter or repeal these Bylaws; (iv) elect, appoint or remove any member of any other committee of the Board or any Director or officer of the Club; (v) adopt a plan of merger or consolidation with another Club; (vi) authorize the sale, lease, or exchange

of all or substantially all of the property and assets of the Club not in the ordinary course of business; (vii) authorize the voluntary dissolution of the Club or revoke proceedings there for; (viii) adopt a plan for the distribution of the assets of the Club; or (ix) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any committee and the delegation there to of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

4.2 Executive Committee. The Executive Committee shall consist of the four directors holding the offices of President, Vice President, Treasurer, and Secretary.

4.3 Nominating Committee. The Nominating Committee shall consist of the Secretary, Volunteer Coordinator, and three (3) additional Directors. No less than 30 days prior to the annual meeting, the Nominating Committee shall approve and give notice to the Board of Directors of its list of nominees for the positions on the Board of Directors.

4.3.1 Audit committee. The Audit Committee shall consist of members of the Board Directors and have at least three (3) members that are appointed by the Board of Directors. The Committee is to oversee the accounting and financial reporting processes of the Club and the audits of the financial statements of the Club including, without limitation, reviewing:

- a) The financial information provided to the members of the club
- b) The systems of internal controls the Board of Directors have established
- c) Carry out any other responsibilities delegated to it by the board from time to time consistent with these bylaws.

4.4 Procedures for Committees. The Executive Committee and any other committees established pursuant to Section 4.1 shall be governed by the procedures set forth in this Section 4.4, except as may otherwise be provided in any resolution of the Board of Directors relating to such committee. A majority of the number of members of such committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee. A meeting of any such committee may be called by any member thereof, and notice of the place, day and hour of such meeting shall be given by or under the direction of the person calling the meeting, by mail, personal delivery, telecopy, or personal communication over the telephone or otherwise, at least 48 hours prior to the time the meeting is to be held. The provisions of Section 2.11 relating to waiver of notice shall be applicable to meetings of any such committee. By resolution adopted by a majority of the directors in office, the Board may remove from any such committee any member thereof and may fill any vacancy on any such committee, whether such vacancy is caused by resignation, removal or otherwise.

4.5 Functional Committees. The Board may authorize the formation of committees charged with the responsibility of performing designated functions for the Club. The Board shall appoint the chairman of each such committee. Such chairperson shall be Voting Members or Associate Members and the Board in appointing such chairperson shall take into account any recommendations of the Nominating Committee. The functional committees shall not have or exercise any of the power of the Board of Directors. The members of any such committee shall be as determined by the chairperson thereof. The procedure for meetings and the conduct of the business of such committees shall be informal, appropriate to the functions and goals of such committee and shall be determined by the chairperson thereof.

It is not required that the procedures of Section 4.4 apply to such committees. Each functional committee shall keep such minutes of its meetings as its chairperson deems appropriate.

## PART 5.

### DIRECTORS

5.1 Officers Enumerated. The officers of the Club are the Directors with the titles President, Vice President, Secretary, and Treasurer (the “Officers”). Any Officer has the authority, with the consent of the Executive Committee or as a result of Board action, to execute any documents on behalf of the Club.

5.2 Election. All Directors, including the Officers, shall be elected at the annual meeting of the Voting Members, to hold office for one (1) calendar year, if not removed earlier by a vote of the Board. Any two or more offices may be held by the same person; provided that each of the President, Vice President, Secretary and Treasurer shall be separate individuals.

5.3 Qualifications. Each Director must be a member in good standing.

5.3.1 Directors Benefit. Each Director of the board is entitled to, but not required, to receive a waiver for one (1) player registration fee each year they serve on the Board of Directors.

5.4 Roles of the Directors. The roles of each Director are initially defined below, provided that the title and responsibilities of each position may be modified from time to time with the approval of the Board of Directors. Notwithstanding the responsibilities below, each Director is expected to attend regular and special meetings of the Board of Directors and the Annual meeting of the Voting Members.

5.4.1 The President. Subject to the right of the Directors to delegate any specific powers, except as may be by statute exclusively conferred on the President to any other officer or officers of the Club, the President shall:

- A. exercise the usual executive powers pertaining to the office of President; and
- B. preside at all meetings of the Board of Directors, Executive Committee and Voting Members; and
- C. have general and active management of the affairs of the Club; and
- D. sees that all orders and resolutions of the Board are carried into effect; and
- E. oversee the acquisition and distribution of U10 & up player uniforms; and
- F. organize and run coaches meetings; and
- G. be ex-officio a member of all committees in the Club; and
- H. perform such other duties as the Board of Directors may from time to time designate.

5.4.2 The Vice President. The Vice President shall:

- A. act as President in the absence or disability of the President; and
- B. oversee the acquisition and distribution of U9 and under player uniforms; and
- C. serves on executive committee for budget and
- D. serves on executive committee for player and/or coach issues and
- E. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.3 The Secretary. The Secretary shall:

- A. attend all sessions of the Board and act as clerk thereof, and record all actions of the Board, votes of the Club and the minutes of all its transactions in a book to be kept for that purpose; and
- B. perform like duties for all committees of the Board of Directors when required; and
- C. give, or cause to be given, notice of all meetings of the members and Board of Directors; and
- D. maintain, update and provide copies of the board book; and
- E. maintain a club calendar of events; and
- F. serves on executive committees as directed by president and
- G. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.4 The Treasurer. The Treasurer shall:

- A. have custody of the funds and securities and shall keep full and accurate accounts or receipts and disbursements in books and laptop provided and belonging to the Club; and
- B. keep the moneys of the Club in a separate account to the credit of the Club; and
- C. disburse the funds of the Club as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render the President and Directors, at each regular meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Club; and
- D. chair a Finance Committee in the preparation of an annual budget and recommendation of annual program and clinic fees; and
- E. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.5 Volunteer Coordinator. The Volunteer Coordinator shall:

- A. notify the membership of volunteer opportunities and solicit participation to support the activities of the Club; and
- B. maintain a roster of volunteers and solicit, at the request of any member of the Board of Directors, volunteers as needed for Club projects or programs; and
- C. coordinate on-going risk management assessments and develop, maintain and monitor the Club risk management plan; and

- D. maintain accurate and complete Washington State Patrol Risk Management Assessment records; and
- E. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.6 Club Development Coordinator.

The Club Development Coordinator shall:

- A. develop, plan and implement a coach development program that supports the clubs mission by developing year-round opportunities for coaches to improve skills and knowledge of the game of soccer; and
- B. maintain a roster of trainers, both volunteer and paid, that may be available to conduct coach training programs; and
- C. plan and schedule skills clinics and training programs for both players and coaches; and
- D. regularly visit and observe at practices and games to identify opportunities to support coaches and to promote the Clubs values, mission and rules; and
- E. support coaches through pre-season planning, including preparation of coaching kits; and
- G. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.7 U5-U7 Registration Coordinator. The U5 – U7 Registration Coordinator shall:

- A. main contact for players, parents and coaches of U5 – U7 players / teams up to and including practice request, uniform / sweatshirt order forms; and
- B. coordinate registration efforts including preparation of registration and scholarship forms and collection of forms and player fees; and
- C. enforce registration deadlines, fee payment policies and refund policies; and
- D. help develop, maintain, publish and enforce team formation policies; and
- E. respond to parent, player and coach questions and concerns about player placement and team formation, enforcing WSYSA, SYSA and the Club rules and policies; and
- G. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.8 U8-U9 Registration Coordinator. The U8 – U9 Registration Coordinator shall:

- A. main contact for players, parents and coaches of U8 – U9 players / teams up to and including practice request, uniform / sweatshirt order forms; and
- B. coordinate registration efforts including preparation of registration and scholarship forms and collection of forms and player fees; and
- C. enforce registration deadlines, fee payment policies and refund



- policies; and
- D. help develop, maintain, publish and enforce team formation policies; and
- E. respond to parent, player and coach questions and concerns about player placement and team formation, enforcing WSYSA, SYSA and the Club rules and policies; and
- F. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.9 BU10 & up Registration Coordinator. The BU10 & up Registration Coordinator shall:

- A. main contact for players, parents and coaches of BU10 & up players / teams up to and including practice request, uniform / sweatshirt order forms; and
- B. coordinate registration efforts including preparation of registration and scholarship forms and collection of forms and player fees; and
- C. enforce registration deadlines, fee payment policies and refund policies; and
- D. help develop, maintain, publish and enforce team formation policies; and
- E. submit required registration data to SYSA within SYSA guidelines and timelines; and
- F. respond to parent, player and coach questions and concerns about player placement and team formation, enforcing WSYSA, SYSA and the Club rules and policies; and
- G. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.10 GU10 & up Registration Coordinator. The GU10 & up Registration Coordinator shall:

- A. main contact for players, parents and coaches of GU10 & up players / teams up to and including practice request, uniform / sweatshirt order forms; and
- B. coordinate registration efforts including preparation of registration and scholarship forms and collection of forms and player fees; and
- C. enforce registration deadlines, fee payment policies and refund policies; and
- E. help develop, maintain, publish and enforce team formation policies; and
- E. submit required registration data to SYSA within SYSA guidelines and timelines; and
- F. respond to parent, player and coach questions and concerns about player placement and team formation, enforcing WSYSA, SYSA and the Club rules and policies; and
- G. perform such other duties as the Board of Directors or President may from time to time designate.

- 5.4.11 Field and Games Operations Manager. The Field and Games Operations Manager shall:
- A. work with the City of Shoreline, City of Lake Forest Park and Shoreline School District staff to schedule fields and park facilities for practices and games; and
  - B. schedule practices and assign field locations for all teams and schedule and assign game field locations as required; and
  - C. keep and maintain records of field usage and assignment including details that permit accounting by program type (e.g. U5-U9, U10-U19, Select Clinic); and
  - D. develop, sponsor and promote an “Adopt-a-Field” program for the care, maintenance and cleanliness of the playing surfaces; and
  - E. perform such other duties as the Board of Directors or President may from time to time designate.
- 5.4.12 Web Site Manager. The Web Site Manager shall:
- A. oversee maintenance, updating and enhancement of the Club website; and
  - B. coordinate with the board, vendors for current information; and
  - C. develop and maintain a database of frequently asked questions, documents and board postings; and
  - D. manage the club telephone and voice mail; and
  - E. perform such other duties as the Board of Directors or President may from time to time designate.
- 5.4.13 Parent Representative. The Parent Representative shall:
- A. develop, plan and implement a parent development program that educates parents about sportsmanship, positive sideline behavior and the rules of WSYSA, SYSA, and the Association; and
  - B. plan and schedule parent meetings and training programs; and
  - C. regularly visit and observe at practices and games to identify opportunities to support parents; and
  - D. support the development of team managers to manage team activities, including tournament registrations, team parties and other team building activities; and
  - E. perform such other duties as the Board of Directors or President may from time to time designate.
- 5.4.14 Referee Coordinator and Compliance Officer. The Referee Coordinator and Compliance Officer shall:
- A. implement a referee development program to create qualified referees for all levels of play; and
  - B. coordinates and schedules class 9 referee clinic with Seattle Referee Association; and
  - C. coordinates and conducts club referee trainee clinic; and
  - C. schedule referees for U9 & U8 games as required by current rules; and

- D. represents club at all meetings regarding rules, conduct of players and other judicial matters. These meetings are schedules by SYSA & WSYSA; and
- E. preside at monthly meetings of SYSA Judicial Committee; and
- F. adjudicate Club player, parent and coach issues; and
- G. enforce WSYSA and SYSA decisions; and
- H. perform such other duties as the Board of Directors or President may from time to time designate.

5.4.15 SYSA / Select Liaison. The SYSA / Select Liaison shall:

- A. represent the Club at SYSA meetings; and
- B. disseminate information from SYSA (schedules, policies, programs, etc.); and
- C. keeps the club informed on changes to select programs in the area; and
- D. attend all Shoreline Regional Committee meetings and represent the Club and the Board of Directors; and
- E. Updates select information through the website manager for the community & addresses questions as needed; and
- F. Works to inform the club and its members of select try outs; and
- G. Perform such other duties as the Board of Directors or President may from time to time designate.

5.4.16 Marketing and Communications Coordinator. The Marketing and Communications Coordinator shall:

- A. publish or cause to be published a Club newsletter on at least two (2) times per year; and
- B. develop advertising, marketing and promotional materials that consistently advance the image and reputation of the Club; and
- C. create flyers for distribution to the community and schools; and
- D. perform such other duties as the Board of Directors or President may from time to time designate.

5.5 Vacancies. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.6 Compensation. The salaries, if any, of all officers and agents of the Club, shall be fixed by the Board of Directors.

## PART 6.

### GENERAL PROVISIONS

6.1 Records of Meetings. The Club shall keep current and complete records of all proceedings of the Board of Directors and committees having any of the authority of the Board of Directors.

6.2 Copies of Resolutions. Any person dealing with the Club may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors, when certified by the President or Secretary.

6.3 Books of Account. The Club shall keep appropriate and complete books of account.

6.4 Fiscal Year. The fiscal year of the Club shall end on May 31<sup>st</sup>.

6.5 No Corporate Seal. The Club shall not have a corporate seal.

6.6 Loans. The Club shall not loan money or credit to its officers, directors or other individuals.

6.7 Rules of Meetings. The Board of Directors may adopt rules of procedure to govern any meetings of the Board of Directors or any committee of the Board of Directors, to the extent not inconsistent with law or these Bylaws, as they are in effect from time to time. In the absence of any rules of procedure adopted by the Board of Directors, the meeting will follow Robert's Rules of Order.

## PART 7.

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 Grant of Indemnification. Subject to Section 7.2, each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any threatened, pending, or completed action, suit or proceeding, whether formal or informal, civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director of the Club or who, while a director of the Club, is or was serving at the request of the Club as a director, officer, employee or agent of this or another Club or of a partnership, joint venture, trust, other enterprise, or employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Club to the fullest extent permitted by applicable law, as then in effect, against all expense, liability and loss (including attorneys' fees, costs, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director and shall inure to the benefit of his or her heirs, executors and administrators.

7.2 Limitations on Indemnification. Notwithstanding Section 7.1, no indemnification shall be provided hereunder to any such person to the extent that such indemnification would be prohibited by Washington law, nor, except as provided in Section 7.4 with respect to proceedings seeking to enforce rights to indemnification, shall the Club indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person except where such proceeding (or part thereof) was authorized by the Board of Directors of the Club.

7.3 Advancement of Expenses. The right to indemnification conferred in this section shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition, except where the Board of Directors shall have adopted a resolution expressly disapproving such advancement of expenses.

7.4 Right to Enforce Indemnification. If a claim under Section 7.1 is not paid in full by the Club within 60 days after a written claim has been received by the Club, or if a claim for expenses incurred in defending a proceeding in advance of its final disposition authorized under Section 7.3 is not paid within 20 days after a written claim has been received by the Club, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification hereunder upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the burden of proof to overcome the presumption that the claimant is so entitled. It shall be a defense to any such action (other than an action with respect to expenses authorized under Section 7.3) that the claimant has not met the standards of conduct, which make it permissible for the Club to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Club. Neither the failure of the Club (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth herein or by Washington law nor (except as provided in Section 7.3) an actual determination by the Club (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

7.5 Non-exclusivity. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this section shall be valid to the extent consistent with Washington law.

7.6 Indemnification of Officers, Employees and Agents. The Club may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to officers, employees and agents of the Club on the same terms and with the same scope and effect as the provisions of this section with respect to the indemnification and advancement of expenses of directors and officers of the Club or pursuant to rights granted pursuant to, or provided by, Washington law or on such other terms as the Board may deem proper.

7.7 Insurance and Other Security. The Club may maintain insurance, at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the Club or another Association, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by the individual in that capacity or arising from his or her status as an officer, director, agent, or employee, whether or not the Club would have the power to indemnify such person against the same liability under Washington law. The Club may enter into contracts with any director or officer of the Club in furtherance of the provisions of this section and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this section.

7.8 Amendment or Modification. This section may be altered or amended at any time as provided in these Bylaws, but no such amendment shall have the effect of diminishing the rights of any person who is or was an officer or director as to any acts or omissions taken or omitted to be taken prior to the effective date of such amendment.

7.9 Effect of Section. The rights conferred by this section shall be deemed to be contract rights between the Club and each person who is or was a director or officer. The Club expressly intends each such person to rely on the rights conferred hereby in performing his or her respective duties on behalf of the Club.

## PART 8.

### BYLAW AND ARTICLES AMENDMENTS

8.1 Authority and Procedure. These Bylaws may not be altered, amended or repealed without the affirmative vote of a majority of all directors who are in office and entitled to vote at the time the vote is held, which may be at any meeting of the Board called in accordance with the provisions of these Bylaws, so long as notice of the proposed amendment is contained in the notice of the meeting.

Adopted by the Board of Directors: October 24, 2004.

Amended by the Board of Directors: October 24, 2006.

Amended by the Board of Directors: October 11, 2011.