



## **Bylaws of Soccer Ole' LLC**

### **A TENNESSEE LIMITED LIABILITY COMPANY**

#### **Article I. General**

##### **Section 1.01**

Name. This instructional soccer program shall be known as Soccer Ole', a Limited Liability Company (LLC) organized under the laws of Tennessee.

##### **Section 1.02**

Purpose. The purpose of this co-ed instructional program is to create an appropriate teaching environment to a diverse range of skill levels within different recreational, semi competitive and competitive levels. Through certified, qualified and caring coaching staff, our athletes will reach their highest level of achievement and success.

##### **Section 1.03**

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

##### **Section 1.04**

Affiliation. The program shall affiliate with USSSA. 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 USSSA. Neither the program nor its members may join any organization whose requirements conflict with the bylaws, policies, or rules of USSSA. The Program shall register all of its players with USSSA each seasonal year, and every eligible team affiliated with the program shall register all of its players with USSSA each seasonal year.

##### **Section 1.05**

Governing Authority. As an instructional and independent program, the governing authority of the program shall be the Executive Director/ Owner.

##### **Section 1.06**

Rules of Order. Except as modified by these bylaws, meetings of the Executive Director and Soccer Ole' officers shall be conducted formally at least once per year and informally several times.

### **Section 1.07**

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

### **Section 1.08**

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

### **Section 1.9**

Financial Year. The program's fiscal year shall be from January 1<sup>st</sup> through December 31<sup>st</sup>.

### **Section 1.10**

Seasonal Year. The program's seasonal year shall be from August 1<sup>st</sup> through July 31<sup>st</sup>.

## **Article II. Membership**

### **Section 2.01**

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

### **Section 2.02**

Teams (Advanced Rec Level II, Select Level III, Premier Level IV). Membership in the program as a Team Member shall be by open placement session conducted by the coaching staff of the program and that remains in good standing as defined by the program.

### **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 program through their registered affiliation with a Team of the program and are subject to the articles of incorporation, bylaws, rules, and jurisdiction of the program.

### **Section 2.04**

Open to Participation. Membership and participation in the program 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 program or USSSA.

### **Section 2.05**

Non-Discrimination. The program, its organization at all level 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 Executive Director shall review requests for affiliated in accordance with the program's policies and shall grant affiliation to any amateur soccer organization in the program'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 program. 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 program and USSF. The bylaws, policies, and rules of the program and USSF take precedence over and supersede the governing documents of Teams.

### **Section 2.08**

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

### **Section 2.09**

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

### **Section 2.10**

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

### **Section 2.11**

Mandatory Registration. Every player, coach, team, referee, administrator, or volunteer that participates in any activity sanctioned by the program must be registered with the program through an affiliated Team. All Teams affiliated with the program must register every player,

coach, team, administrator, or volunteer that participates in any the program-sanctioned activity. Teams shall comply with the program's registration procedures and shall timely submit all membership and participation fees to the program.

### **Section 2.12**

Sanctioned Activities. The program and its Teams shall abide by USSSA Soccer bylaws and policies regarding interplay. Teams affiliated with the program may not play games against non-affiliated teams or participate in events with non-members without permission obtained in accordance with the program's policies. Teams affiliated with the program 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 Executive Director may place any Team or player in bad standing for misconduct; failure to comply with any bylaw, policy, or rule of the program 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 program's Executive Director or other US Club entity. Teams or a player in bad standing shall be ineligible to participate in the program events or to represent the program 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 his/her commitments to the program, he/she may be placed in bad standing.

### **Section 2.15**

Financial Responsibilities. The program 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 Executive Director shall be responsible for and have the authority for the following:

- (a) Enforcing and interpreting the program's bylaws and policies;

- (b) Establishing and amending the program's policies and procedures, except as otherwise provided;
- (c) Establishing the program's financial policies and approving the program's annual budget;
- (d) Setting the basic membership fees for recreational, semi competitive, and competitive players;
- (e) Reviewing application for affiliation and granting membership to players and teams;
- (g) Prior to each seasonal year, ratifying the policies and rules adopted by the program and proposed by USSSA;
- (h) Suspending or removing the officers 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 program shall be composed of the following:

- (a) Executive Director/ Owner. The Executive Director shall oversee the administration of the entire program and its organization.
- (b) Secretary: The Secretary shall be selected by the Executive Director and shall keep an accurate record of all meetings, handle all correspondence, give notice of meetings and maintain the files of the program.
- (c) Treasurer: The Treasurer shall be selected by the Executive Director and shall deposit funds received from players and their families in a federally insured financial institution in the name of the program.
- (d) Coaching Director: The Coaching Director or his/her designee shall be selected by Executive Director 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 positions, which must be selected by the Executive Director.

- (e) Registrar: The Registrar shall be selected by the Executive Director 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.
- (f) Fields Director: The Fields Director shall be selected by the Executive Director 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 the program efforts to maintain fields in good condition.
- (h) Equipment Chairperson: The Equipment Chairperson shall be selected by the Executive Director and shall be responsible for purchasing, issuing, collecting, inventorying and accounting for all Club equipment to include team equipment issued to coaches.
- (i) School Coordinators: A School Coordinator shall be selected by the Executive Director 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.
- (j) 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 USSSA Rules and exhibit good sportsmanship.

### **Section 3.03**

Compensation. Only members hired by the Executive Director shall receive compensation for their services as required under applicable rules and agreement.

### **Section 3.04**

Frequency and Notice. The Executive Director and officers shall meet as frequently as deemed necessary, but not less than once every three months. Meetings may be called by the Executive Director. Written notice of each meeting shall be provided to the Executive Director

### **Section 3.05**

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

### **Section 3.06**

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

## **Article IV. Officers**

### **Section 4.01**

Executive Director. Executive Director shall be the chief executive officer of the program.

### **Section 4.02**

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

### **Section 4.03**

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

### **Section 4.04**

Succession. In the event of the resignation, removal, incapacity, or death of the Executive Director, the Treasurer shall assume the office of the Executive Director for the remainder of the existing term of office.

## **Article V. Coaches and Team Officials**

### **Section 5.01**

Teams shall have a coach and in the program's discretion, a trainer(s), appointed by the program, who is paid from fees collected from the members by the program. 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 Executive Director.

### **Section 5.02**

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

- (a) Volunteer Disclosure Form. Pursuant to guidelines established by USSSA, 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 program.
- (c) Right to Deny Participation. The program 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 Executive

Director. There are a number of considerations, which will be examined in each situation, and that final determination of privilege will be decided by the Executive Director. All individuals shall be given due process and have the ability to present their case before the Executive Director. The authority of the program 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 program. The program 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. Rules of Play**

### **Section 6.01**

Governing Rules. All official games shall be played under the “Current Laws of the Game” published by FIFA as modified by USSSA, subject to specific rules originated by the Executive Director.

## **Article VII. Other Policies of Soccer Ole’**

### **Section 7.01**

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 parents’ (“Member Families”) behavior reflects on the program 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 program 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 program 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, program coach or representative, or opposing coach or club representative, that conduct in the sole discretion of the program is grounds for restricting parents' and other family members' a) observation of Player during games and practices and b) participation with Player at program and Team Activities while Player participates with the program. The program may further refer inappropriate conduct to applicable league, tournament, USSSA disciplinary committees and/or law enforcement officials.

### **Section 7.02**

Coaching Decisions – All team and coaching decisions will be made by the coaching staff which is assigned by the Executive Director. Parents and players are given the opportunity to evaluate their coach each year by submitting comments to the Executive Director and via surveys. 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 7.03**

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 be competitive, possibly win, playing time is not guaranteed and will be at the sole discretion of the coaching staff.

### **Section 7.04**

#### Fees

(a) Program 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. Program 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 Executive Director, depending on need and other factors. (b) Team Fees – Team fees are assessed, collected and managed by the Team Manager or the team's designee, separately from program 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, 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 7.05**

Payment Obligations – By registering through the program, 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 program including tournament fees, tournament lodging, coaches lodging and travel, league play, practice facilities and other fees not included in the program 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 program or Team, the Player may be suspended from play for the program 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 program fees and team fees due including those described in Section 7.04 and 7.05. 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 program Fees are due in full for the year as of the time Player commits to the program's team immediately after the placement session each seasonal year-even if registration does not occur until later including any registration submitted after high school season. Program fees are for the period after the placement session 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 program's team immediately after the placement session each seasonal year regardless of any personal decision to leave a team after a player has made a commitment to a team. While the program understands that sometimes a player may leave a team, such as for severe injury or for a family move, the program 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 program Fees, Team Fees and all other amounts incurred by the Team and the program prior to leaving the Team at any point in the year. Failure to follow any policy of the Team or program may result in disciplinary action by the program, Team or other authority and does not affect amounts due.

### **Section 7.06**

Refunds, Transfers – Players may leave the Team and program and/or transfer only in accordance with applicable rules including the USSSA rules. The program, through its Executive Director, will, in its sole discretion, consider a refund of program fees provided the player is in good standing with the program 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 program and their Team, and has also returned all program uniforms and other program owned items. There are no refunds for team uniforms. Player's parents agree to pay all annual program 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

parents agree that refunds of any fee paid to the program may not be given to them if they fail to comply with any policy of the Team or program.

Transfer from a team – Because of the unique nature of membership on a Soccer Ole’ team and the limited roster positions allowed each seasonal year to each Soccer Ole’ team and the need to pay 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 a Soccer Ole’ team may be assessed Team Fees as described in Section 7.05 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 7.07**

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 program, 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 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 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 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 7.08**

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

### **Section 7.09**

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 and text messages.

When a problem arises that a parent needs to resolve, the program 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 Secretary. If it is not resolved then...

Discuss the problem with the Executive Director.

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

The program reserves to the program 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.