

TIMBERLAND HOCKEY ASSOCIATION BYLAWS

ARTICLE I

The purpose of the Timberland Hockey Association (THA) is to organize and govern High School Ice Hockey Team(s) to participate in Mid States High School Club Hockey Association (MSCHA) or other hockey associations.

The Club shall not be conducted or operated for profit and no individual associated with the Club shall profit financially from the organization.

ARTICLE II

Membership: Any adult who is actively involved in the organization by being a registered coach, assistant coach, team coordinator, board member, player or any adult who is the parent(s) or legal guardian(s) of any youth who is a registered participant in the current year THA Board declared/designated ice programs of the organization shall be a member of the organization.

Initiation and Termination of Parent or Legal Guardian Membership: Membership shall commence immediately upon selection of a player for any of the club sponsored teams and shall continue from year to year for the full eligibility of the player. Membership shall terminate immediately upon non selection of the player for any of the club sponsored teams, upon voluntary or involuntary removal from the team, or at the conclusion of the winter season (including playoffs) of the player's final year of eligibility.

ARTICLE III

Section 1 Annual Meeting: The annual meeting of the members of the organization will be held in either March or April of each year, after the completion of the regular hockey season.

Section 2 Number of Meeting: There will be at least five meeting per year; annual meeting, a meeting in May, a meeting in August, a meeting in October, and in January.

Section 3 Special meeting of the General membership: Special meeting of the members may be called by the President, by three or more of the Board members, or by any ten members of the organization.

Section 4 Place of Meetings: The Board may designate any place, either within or outside of the county of St. Charles, as the place of meeting for any annual or special meeting of the members.

Section 5 Notice of Meeting: There shall be at least a five day notice of any meeting of the membership of the organization. Written/printed or email/website posting notice stating the place, day and time of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven days before the date of the meetings. Emails & updates/postings to the Timberland Hockey website <http://www.timberlandwolveshockey.com/> will be the primary mechanism for informing members of activities/meeting/etc. If said notice is mailed, such notice shall be deemed to be delivered when deposited in the US mail, addressed to the member at his/her address as it appears on the records of the organization, with postage thereon prepaid.

Section 6 In Interest of the Club: Occasions may arise in which the organization is called to act immediately and it is not possible to arrange a meeting of the board. In such cases the Board members shall act in the best interest of the organization; however any decisions made must be by a minimum of four Board members.

Section 7 Voting: The adult member(s) of the organization as defined in Article II shall have one vote per player in good standing at any meeting of the membership. There is no proxy voting allowed at any meeting of the members. A member may only vote in person. In the event of a parent's absence an 18yearold player may be allowed to vote in their place. Any individual(s) who are compensated by the club in any way are ineligible to vote.

Section 8 Voting by Ballot: Voting on any question or in an election may be done by voice vote, unless the presiding board member shall order, or any member shall demand, that the voting be done by ballot.

Section 9 Behavior and Decorum: Meetings shall be conducted in accordance with Robert's Rules of Order. Disruptive behavior and inappropriate language will not be tolerated. Members offering such behavior shall be warned once. Any subsequent disruptions will result in removal from the meeting/venue. Continued disruptive behavior will result in fines and suspension from Club activities. Fines shall be levied by the Board and collected as extended fees. If parents are the source of problem, their behavior will also result in parallel suspension of the Player until all fines are collected.

ARTICLE IV BOARD MEMBERS

Section 1 Number: The Board members of the organization shall not be limited to President, Vice President, Treasurer, Registrar, and Secretary. The same person may not hold multiple offices. Board members of the organization shall not be less than five or more than seven. Spouses may not serve on the Board at the same time. A spouse may be involved as a volunteer, but may not be involved with Board functions. To prevent board member conflict of interest, no more than one member of a membership household can fill board position's concurrently. In addition a membership household cannot hold both a board position and a coach position, at any level, at the same time.

Section 2 Election and Term of Office: The Board members of the organization shall hold office for two years. At the annual meeting, the Membership will elect the board for the coming year. The Board members elected at the annual meeting will take control of their positions immediately following the annual awards banquet, with the exception of the Team Coordinators, who will continue their duties until the next year's teams have been chosen. Vacancies may be filled or new Board position filled at any meeting of the Members. Each Board member shall hold office until his/her successor shall have been duly elected, or until his/her death, or until he/she shall resign or shall be removed as stated in Section 3 Removal. For the inaugural season three board positions will be deemed one year terms. To allow the rotation of board members elected to be less than 100%.

Section 3 Removals: the Board may remove Any Board member elected by the Membership whenever in its judgment the best interests of the Organization would be served thereby. The method of removal shall be by majority vote by all of the Board members present at the meeting.

Section 4 Vacancies: A vacancy in any office because of death, resignation or removal shall be elected by the Membership for the unexpired portion of the term.

Section 5 Resignations: Any resignation is to be in writing to the President or Secretary. The resignation will be accepted by the Board at the next Board meeting.

Section 6 Manner of Acting: The act of the majority of the Board present at a meeting at which a quorum is present shall be the act of the Board.

Section 7 Compensation: Board members shall not receive any compensation for their services.

Section 8 President: The President shall be the principal executive officer of the organization and shall in general supervise and control all the business and affairs of the organization. They shall preside at all meetings of the members and of the Board. They are responsible for the overall conduct of the organization including the enforcement of the rules of THA, MSCHA, and any other affiliated organizations.

Section 9 Vice President: In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of President, and when so acting, shall have the powers of and be subject to all restrictions upon the President. The Vice President shall perform such duties as from time to time may be assigned by the President or by the Board. They are responsible for the timely acquisition and maintenance of equipment, supplies and uniforms.

Section 10 Treasurer: The Treasurer shall:

1. Have charge and custody of and be responsible for all funds.
2. Receive and give receipt for monies due and payable to the Organization and deposit all such monies in the name of the Organization to such bank, trust company or other depository.
3. Perform the entire duties incident of the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.
4. See to it that all fees and expenses to MSCHA, ice arenas, equipment suppliers, etc. are paid in a timely fashion; and that players have paid their fee' and deposits.
5. Make an accounting to the organization each spring.

Section 11 Secretary: The Secretary shall:

1. Keep the minutes of the organization and Board meetings in one or more books provided for that purpose.
2. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
3. Have general charge over the release of public information, news release and dissemination of information, schedules, game times, places and other events to the media and the participants in the activities of the organization.
4. In general, perform all duties incidents to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.
5. Responsible for maintaining current and past records of the organization, including but not limited to: birth certificates, insurance forms, grade cards, etc.

Section 12 Registrar: The Registrar shall:

1. Collect and maintain the records of all players for the current year including, but not limited to, report cards, player registration, and insurance forms.
2. Be responsible for the registration of all teams, players, coaches and managers with MSCHA and any other hockey organization with which the Club participates.
3. Be responsible for verifying player eligibility at the beginning of the season and at the beginning of the second semester.
4. Will perform other duties deemed necessary by the President and Board.

Section 13 – Additional Positions: Two additional board positions may be required at any membership meeting and those positions will be elected by the majority vote. Responsibility of these positions shall be deemed by simple majority vote. (IE: Fundraiser, communication, Etc...)

Section 14 Coordinators Positions: Coordinator positions will be appointed soon after team selections. There will be one position appointed per team, namely Varsity Coordinator, Junior Varsity Coordinator and C Team Coordinator. The Coordinators will be responsible for the arrangement of ice times for practices and practice games, and secure referees for practice games, as necessary. The Coordinators will also:

1. Act as a liaison for players, Board members and parents.
2. Perform any other such duties as from time to time may be assigned by the President or by the Board.
3. The Varsity Coordinator will be the Club representative to MSCHA and attend all meetings as necessary.
4. The Junior Varsity Coordinator(s) will serve as the liaison to the Wolves Hockey Cheerleaders Club.

Section 15 Resolution Committee: The Resolution Committee's purpose is to resolve disputes that are beyond the scope of minor disputes as described in the THA Club Acknowledgement agreement. The intent is to provide mediation for major disputes or any other ongoing issues that cannot be resolved at a lower level. The Resolution Committee will consist of three (3) appointed members and one (1) alternate member. The alternate member will be asked to serve if there is a conflict of interest or a committee member is not available. If the dispute affects two (2) regular committee members, either the President or Vice President may serve. The committee members will be appointed annually, by the board of directors, within thirty (30) days of the August Membership meeting. When possible, the committee members will represent each level of the club: Varsity, JV, JVD and C teams.

All complaints must be submitted in writing to the designated team coordinator, who will forward the complaint to the Resolution Committee, within 24 hours of receipt.

The Resolution Committee will notify the person(s) named in the complaint regarding the nature of the complaint verbally and in writing within two (2) days of receipt. The Resolution Committee will expect a written response from the person(s) named within two (2) days of notification. Once a response has been received, the Resolution Committee will have five (5) days to fully investigate and provide a written explanation as to how the complaint will be amicably resolved to the involved parties and the President of the Board.

If no response within time allotted, the committee will render a decision based on the information available as to how the complaint will be amicably resolved within five (5) days. The Committee's decision will be in writing to the involved parties and the President of the Board.

The Resolution Committee members pledge to fairly consider all involved parties to a dispute, with a resolution to be in accordance with the THA Club Acknowledgement agreement, the THA By-Laws and in the best interest of the sport.

Section 16 Voting: All Board members of the Organization shall be entitled to vote on any resolutions, motions or matters which come before the Board.

ARTICLE V COACHES

The Varsity and Junior Varsity Coach will be selected as soon as possible by the new Board after it takes control. The coaches will select their staff. It is recommended these positions be discussed with the Board. All coaches in the THA must obtain the appropriate coaching certification as outlined by MSCHA and USA Hockey Inc. Coaches are not Board members. All coaches are responsible for their conduct on and off the ice, as well as the conduct of the team members, and are responsible and accountable to the Club. The Varsity Head Coach shall not be a Parent of a player in which he/she will be coaching. If in the best interest of the club the board may elect to provide compensation to coaches from outside the organization. This compensation is not to be on the order that it bears on the economic feasibility of the club. If any coach is removed voluntary or involuntary (resignation or disciplinary) an interim coach may be appointed by the board. This interim coach may be anyone registered as a coach per the above guidelines including parents. The board is to act diligently at the acquisition of a new nonparent coach for the varsity squad.

ARTICLE VI CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1 Contracts: The Board may authorize an officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization, and such authority may be general or confined to specific instance.

Section 2 Loans: No loans shall be contracted on behalf of the organization and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instance.

Section 3 Checks, Drafts, Etc.: All checks, drafts or other orders for payment of money, or other evidence of indebtedness issued in the name of the Organization for an amount of \$200 or less shall be signed by one of the following: the Treasurer, the President, or the Vice President. All checks, drafts, or other orders for payment in an amount greater than \$200 shall require two signatures.

Section 4 Deposits: All funds of the Organization not otherwise employed shall be deposited from time to time, to the credit of the Organization in such banks, trust companies or other depositories as the Board may determine.

ARTICLE VII BUDGET

The Board members shall formulate the next season's budget. From this budget, Club fees, deposits, fines etc., will be considered. The budgets will be documented. The Board must have an approved budget in place prior to the fall meeting.

ARTICLE VIII FINES AND SUSPENSIONS

The MSCHA (Mid States) fines clubs when a specified number of infractions occur. These fines are as stated in the Mid States Rule book. Any single game in which one or more player, coach, or administrator is removed will be considered an offense subject to fine.

Section 9 G4 fines fifth Game Suspension: After a team has played four games in which a player(s), coach(s) or administrator(s) has been removed from the game (this includes game suspensions), the team shall be subject to the following penalty: On the commission of an offense in the fifth game, the team will be fined \$100 payable to MSCIIA within five (5) days after the completion of the game. If the fine is not paid within five (5) days the team is suspended from the league and will forfeit all games after the five day period until the fine is paid. It is the responsibility of the team to recognize the fifth offense and pay the fine. Ignorance is no excuse since every team has a copy of the score sheet.

For each offense after the fifth the fine shall increase \$50. To illustrate, the 6th offense is \$150, the 7th offense is \$200, the 8th offense is \$250, the 9th offense is \$300, etc. All subsequent fines are payable within 72 hours (3 days).

On the 6th offense, the officially rostered head coach shall be suspended for one game, and on the 7th offense the officially rostered head coach shall be suspended indefinitely until a hearing before the disciplinary committee.

Penalties incurred by the head coach with regard to his team receiving 15 or more penalties in one game will be counted with regard to this ruling.

This does not apply to 3rd man in penalties.

The club, in order to limit liability of an individual, will assess fines on an increasing scale to collect enough money to pay Mid States. Any player, coach or administrator removed from a game (1st offense and 2nd offense) shall pay \$50 to the team. For a subsequent game removal the cost per player will increase to \$100. All fines assessed are

payable within 72 hours (3 days). The player incurring the fines will not be allowed to practice or play in a game until all fines are paid.

Any single player receiving his/her 2nd game removal penalty will be required to meet with the THA Hockey Board, the parents/guardians and the coaches prior to the next league/post season game to determine what disciplinary action shall be taken.

Any fines collected but not paid to MSCHA will be returned to the player. Fines will be refunded at the end of the season including postseason play. Refunded money for fines will be calculated using this formula: Total cost to Mid States for all fines divided by the total number games in which fines occur will equal the cost for each penalty per player, coach or administrator. The calculated costs of each penalty per player will be deducted from the total amount paid to the team by each player, coach or administrator. Any remaining amounts will be refunded. A game misconduct penalty assessed against a player will require suspension for the balance of that game and the next league or playoff game. A swing player who receives a suspension penalty will serve the suspension in the league where assessed, and will also be assessed a one game suspension of the next game in the other league.

ARTICLE IX FEE'S AND DEPOSITS

The Club will assess player fees as required to cover the projected cost of all associated operating expenses. A fee will be assessed to all rostered players, and may vary by playing level (e.g. Varsity, Junior Varsity, C Team).

Fees will be due and payable according to the following schedule:

June 1st: A registration fee of \$200.00, to be applied towards current season fees.

July 1st: A \$200.00 payment, to be applied towards current season fees.

August 1st: A \$200.00 payment, to be applied towards current season fees.

September 1st: A \$200.00 payment, to be applied towards current season fees.

October 1st: A \$200.00 payment, to be applied towards current season fees.

November 1st: Balance due.

All fees must be paid in full by November 1st. Any player who is not paid in full by the deadline may not be permitted to practice or participate in league play until all outstanding fees have been collected.

The Club requires a deposit (amount to be determined each year by the Board) for all Club owned uniforms. This deposit is required before a uniform can be issued to a player. The deposit check will not be cashed and will be returned provided that the uniform is returned at the end of the season in acceptable condition (normal and reasonable game wear). Graduating seniors may purchase their home and/or away jerseys for an amount to be determined by the Board for that season. All 1st year incoming players (grades 9"- 12) will be assessed a onetime Initiation Fee the amount of which is determined by the Board during the budget process.

If a player has accepted a roster position and has participated in any practices or preseason games, and subsequently decides not to play, then 50% of the total assessed fee is due. If after October 1, a player decides not to play, then 100% of the total assessed fee is due.

ARTICLE X FUNDRAISING

All fundraising projects will contribute monies directly and entirely to the general fund unless otherwise determined by the Board. Distribution of funds for players' expense or general use will be the Board's decision, and will be based upon budget projections and financial stability. Opportunities will be made available during the season for each member to participate in fundraising events provided there is a membership volunteer to head up

the events. Each member will be required to participate in both (2) major fundraising events or buy out of each event at a cost to that member of \$150.00 per event. In the event that a family fundraises over what is needed to cover their child's current season fees they may choose one of two options:

1. Carryover the funds into the next season. The overage must be a minimum of \$100 and will be held for one year credit, if not utilized by family for the next season; the funds will become part of the Club's general fund.
2. Transfer the funds to another family. A family may transfer their overage to another designated family provided they give written notice to the Treasurer before November 15.

Fundraising credit will be applied to the last payment of the scheduled payments (November)
Senior players may apply fundraising credit/overage toward the purchase of their Jersey(s). No overage will be paid out of funds to the senior players. If a family does not choose either option by November 15, then the overage is absorbed into the Club's General Fund.

ARTICLE XI RULES

The Club will be bound by the regulations of MSCHA, and should there be conflicts between the operating rules of the Club and MSCHA, the latter will take precedence.

ARTICLE XII FISCAL YEAR

The fiscal year of the organization shall begin on the first day of May in each year and end on the last day of April in each year.

ARTICLE XIII TERMINATION

In the event of the liquidation or dissolution of the Club for whatever reason, none of the property of the Club shall be distributed to any of the Board members of the Club. In the event of such termination, all liabilities and obligations shall be resolved. Any remaining assets shall be donated to a nonprofit organization engaged in charitable, religious, educational or similar activities. The recipient will be chosen by the Membership.

ARTICLE XIV

These Bylaws may be altered, amended or repealed in accordance with following procedure:

1. The Board or any eligible member may propose changes to the Bylaws.
2. The Board shall be obligated to forward any member proposed changes to the entire Membership.
3. The Membership must be notified via mail at least five (5) days before the vote. The notification will include an agenda and the proposition(s) to be voted upon.
4. A minimum of ½ (50%) of the eligible voters must be in attendance at any given meeting, and a favorable vote of 2/3 of the eligible voters in attendance at any given meeting is required to affect changes to the Bylaws.
5. Amendments go into effect immediately following the adjournment of the meeting.

ARTICLE XV INDEMNIFICATION

The Organization shall indemnify to the full extent authorized or permitted by the General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Organization, by reason of the fact that he/she is or was a director, officer, employee or agent of the Organization or serves any other enterprise as such at the request of the Organization. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such person(s) may be entitled apart from this article. The foregoing right of the indemnification shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.