

**SECOND AMENDED AND RESTATED BYLAWS
OF
SEATTLE UNITED FC**

ARTICLE 1. NAME AND OFFICES

1.1 Name. This corporation shall be known as Seattle United FC, (hereinafter referred to as the “**Corporation**” or the “**Club**”).

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1.2 Offices. The principal office of the Club shall be located at its principal place of business or such other place within the State of Washington as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Washington, as the Board may designate or as the business of the Corporation may require from time to time.

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The Club shall have and continuously maintain in the State of Washington a registered office, and a registered agent whose office is identical with such registered office, as required by the Washington Nonprofit Corporation Law (the “**Act**”). The registered office may be but need not be identical with the principal office in the State of Washington, and the address of the registered office may be changed from time to time by the Board of Directors.

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ARTICLE 2. AFFILIATION

The Club shall affiliated with, and operate under the authority of, the Seattle Youth Soccer Association (“SYSA”). The Club shall act to be in compliance with all bylaws, policies, rules, regulations and requirements applicable to SYSA and any other member club.

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Deleted: ”), the Washington State Youth Soccer Association (“**WYS**”), the United States Youth Soccer Association (“**USYSA**”) and the United States Soccer Federation (“**USSF**”).

Deleted: Club may also maintain a dual affiliation with US Club Soccer (“**US Club**”). As a member of SYSA, WYS, USST, USYSA, and US Club, the

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ARTICLE 3. MEMBERSHIP

3.1 Members. Members of the Club shall be: (1) current players; (2) parents and/or legal guardians of current players, (3) the head coach and the designated primary assistant coach for each team and (4) members of the Board of Directors.

3.2 Voting by the Members. The Members shall have one vote each with the following exceptions:

Player Members vote through their parent and/or legal guardian. The parent and/or legal guardian of a player who signs the parental authorization/registration forms shall be the voting member for that player. The parent/guardian who is eligible to vote shall have one vote per player currently enrolled in the Club. Therefore, a Member who is a Member as a parent or guardian shall not have an additional vote as a member of the Board of Directors or as a coach.

A Member who is a Member exclusively by virtue of his or her position as a head coach or an assistant coach shall not have any vote.

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A Member must be in good standing to enjoy the rights, privileges and responsibilities of Club membership. Only Members in good standing may vote. A Member is considered to be in good standing when the Member is current in their financial obligations to the Club, is in compliance with the Club's Articles of Incorporation, Bylaws, rules, policies, and procedures, and is not subject to suspension under the bylaws of the Club or under the bylaws of any amateur soccer organization of which the Club is a member.

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3.3 Equal Rights. Except to the extent specifically set forth herein, all Members shall enjoy equally all the rights, privileges, and responsibilities of the Club membership.

3.4 Annual Meeting. An annual meeting of the Club membership ("AGM") shall be held on the third Monday of October of each year (at a location to be determined and announced by the Directors) for the purpose of announcing the election of Directors and for the transaction of any other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state of Washington, such meeting will be held on the next succeeding Monday. If the election of Directors has not been held prior to the AGM, the Board of Directors shall cause the election to be held as soon thereafter as is practical. Meetings of the Members, the Board or any Committee shall be conducted in accordance with Roberts' Rules of Order on Parliamentary Procedure, as amended, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution. If, at the time of the AGM, any age and gender group has not completed tryouts and team formation for the then current playing year, Members from the prior playing year for that age and gender shall be eligible to participate as Members.

3.5 Notice of Meeting. Notice of the AGM and other meetings of the Members shall be given to the Members by the Club not less than 14 days and not more than 28 days prior to a meeting. Meeting announcements will be posted on the Club's website and sent electronically, if permitted by these Bylaws, or by mail to the Members. Posting of notice of meetings of the Members on the Club's website, accompanied by notification by electronic mail to the Members' addresses on file with the Club shall constitute adequate notice.

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3.6 Non-Discrimination. The Club will not discriminate against any individual on the basis of race, color, religion, age, sex, sexual orientation, gender identity, or national origin.

3.7 Jurisdiction. The Club shall have jurisdiction over all its member teams, as well as associated individuals, such as players, coaches and administrators.

3.8 Discontinuation of Membership.

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Deleted: as certified by the Executive Director shall require a probationary hearing by the Board of Directors within thirty (30) days, to determine what actions are necessary by

Deleted: Member to come into compliance with these bylaws and to establish a probationary period of up to ninety (90) days for the Club to take such actions and shall provide for suspension of all membership privileges if not satisfied. ... [2]

3.8.1 As certified by the Coaching Director and a majority of the Executive Committee, any violation of the membership requirements of these bylaws by a Member, the

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3.8.1 failure or refusal to follow Club bylaws, policies, procedures or rules or

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attempt to circumvent a decision rendered by the Club, or actions or omissions seriously damaging the interest of the Club, are a basis for a probationary period to come into compliance, suspension or expulsion.

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3.8.2 Notification of a probationary period, suspension or expulsion shall be made in writing, with a thirty (30) day notice, unless circumstances require immediate action or a shorter amount of time.

3.8.3 A Member who objects to the probation, suspension or expulsion, may submit the matter in writing for determination by the Board of Directors.

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ARTICLE 4. BOARD OF DIRECTORS

4.1 General Powers. All authority of the Club shall be vested in the Board of Directors unless otherwise specified in these Bylaws. The affairs of the corporation shall be managed by the Board of Directors unless delegated.

4.2 Number. The Board shall consist of not fewer than 9 nor more than 15 Directors, the specific number to be set by resolution of the Board. The number of Directors may be changed from time to time by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent Director.

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4.3 Qualifications.

4.3.1 Directors shall have such qualifications as the Board may prescribe by resolution or amendment to these Bylaws.

4.3.2 Two (2) Directors may be duly qualified officers of SYSA, who shall at SYSA's option be appointed by the SYSA Board of Commissioners.

4.3.3 Up to four (4) Directors may be appointed, individually at the option of the respective Regional Committee, one (1) from each Geographical Region specified in Section 8.3. The Directors appointed under paragraphs 4.3.2 and 4.3.3 shall be referred to herein as "**Appointed Directors**."

4.3.4 The remaining Directors shall be elected by the Members.

4.3.5 Neither paid coaches nor staff shall be eligible to serve as Directors.

4.4 Terms of Office. Appointed Directors shall serve for a term of one (1) year. Appointed Directors may not serve more than three (3) consecutive one-year terms. Unless an elected Director dies, resigns or is removed, he or she shall hold office for a term of two (2) years or until his or her successor is elected, whichever is later. An elected Director may not serve more than two (2) two-year terms without vacating office for at least one year. Terms will be staggered so that approximately one half of the positions come up for election each year.

4.5 Election of Directors.

4.5.1 Nominations by the Board.

4.5.1.1 In accordance with Section 8.2 of these Bylaws, the Board shall form a Governance Committee. The Governance Committee shall prepare a list of candidates to fill the open positions at the upcoming election. The list shall include at least one candidate for each open position. Nominations shall be based on criteria prescribed by the Board. The Governance Committee shall notify nominees at least sixty (60) days prior to the AGM. Nominees must accept their nomination in writing and submit a background statement to the Club's offices at least thirty (30) days prior to the AGM.

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4.5.1.2 The Governance Committee shall publish the list and background statement of candidates for election at least thirty (30) days before the AGM.

4.5.2 Nominations by the Membership.

4.5.2.1 Members may propose alternate names of candidates for open positions on the Board, including individual Members who elect to self-nominate. Any Member wishing to propose a candidate for an open position shall provide the Governance Committee with a nomination proposal that includes the nominee's name, the nominee's resume, a background statement, and written acceptance of nomination. The nomination proposal shall be submitted no later than 30 days prior to the AGM.

4.5.2.2 The Governance Committee shall review the nomination proposal and, if the proposal packet is complete, shall publish the name of the candidate no later than 20 days before the AGM.

4.5.2.3 There shall be no nominations from the floor at the AGM.

4.5.3 Elections.

4.5.3.1 Each Member shall receive a ballot with the names of the candidates. Voting will be open for at least 14 days. Each Member may cast no more than their allotted votes for any one candidate. The nominees with the most votes shall be considered elected up to the number of positions available, provided that Members nominated by the Membership pursuant to Section 4.5.2 must receive a minimum of 10% of the vote to be seated.

4.6 Annual Meeting of the Board. The annual meeting of the Board shall be held immediately following the AGM each year for the purposes of electing officers and transacting such business as may properly come before the meeting. If the annual meeting is not held on the date designated therefore, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

4.7 Regular Meetings. By resolution, the Board may specify the date, time and place for the holding of regular meetings without other notice than such resolution.

4.8 Special Meetings. Special meetings of the Board or any committee designated and appointed by the Board may be called by or at the written request of the President or any two Directors, or, in the case of a committee meeting, by the chairman of the committee. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board or committee meeting called by them.

4.9 Meetings by Telephone. Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

4.10 Place of Meetings. All meetings shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the Board, by any persons entitled to call a meeting or by a waiver of notice signed by all Directors.

4.11 Notice of Special Meetings. Notice of special Board or committee meetings shall be given to a Director in writing or by personal communication with the Director not less than ten (10) days before the meeting. Notices in writing may be delivered or mailed to the Director at his or her address shown on the records of the corporation. Neither the business to be transacted at, nor the purpose of any special meeting need be specified in the notice of such meeting. If notice is delivered by mail, the notice shall be deemed effective when deposited in the official government mail properly addressed with postage thereon prepaid.

4.12 Waiver of Notice.

4.12.1 In Writing. Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

4.12.2 By Attendance. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.13 Quorum. A majority of the number of Directors in office shall constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at a

meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

4.14 Manner of Acting. The act of the majority of the seated Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

4.15 Presumption of Assent. A Director of the corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

4.16 Action by Board without a Meeting. Any action which could be taken at a meeting of the Board may be taken without a meeting if (i) an electronic vote is taken by the board, upon such terms and conditions as the Board may approve from time to time, or (ii) a written consent setting forth the action so taken is signed by each of the Directors. 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 Board meeting.

4.17 Resignation. Any Director may resign at any time by delivering written notice to the President or the Secretary at the registered office of the corporation, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.18 Removal. At a meeting of the Board called expressly for that purpose, one or more Directors may be removed from office, with or without cause, by two-thirds of the votes cast by Directors then in office.

4.19 Vacancies. A vacancy in the position of Director may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

4.20 Compensation. The Directors shall receive no compensation for their services as Directors but may receive reimbursement for expenditures incurred on behalf of the corporation.

4.21 Code of Ethics. The Board of Directors shall adopt a Code of Ethics that comports with applicable state and federal requirements. Each Director shall, on an annual basis, sign a Code of Ethics Statement in which he or she agrees to act according to the Code of Ethics.

ARTICLE 5. OFFICERS

5.1 Number and Qualifications. The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.2 Election and Term of Office. The officers of the corporation shall be elected each year by the Board at the annual meeting of the Board. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board or until his or her successor is elected, whichever comes later.

5.3 Resignation. Any officer may resign at any time by delivering written notice to the President, the Vice President, the Secretary or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Removal. Any officer or agent elected or appointed by the Board may be removed from office by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.5 President. The President shall, subject to the Board's control, supervise and control all of the assets, business and affairs of the corporation. The President shall preside over meetings of the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time. The President shall be an ex-officio member of all Club committees, except for meetings of the Governance Committee to nominate officers.

5.6 Vice President. In the event of the resignation, removal or death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments, The Vice President shall perform such other duties as from time to time may be assigned to them by the President or the Board.

5.7 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the Board, and minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep records of the post office address of each Director and each officer; (e) sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

5.8 Treasurer. If requested by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board may determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; sign with the President, or other officer authorized by the President or the Board, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board.

ARTICLE 6. EXECUTIVE DIRECTOR

The Board of Directors shall hire an Executive Director who shall serve as the chief executive officer of the Club with direct responsibility for all staff functions other than the management of Coaches. The Executive Director shall be employed by the Board of Directors on whatever terms the Board of Directors deems appropriate and may be removed at any time with or without cause by the Board of Directors without prejudice to his/her contract rights. The Executive Director shall be an ex-officio, non-voting member of the Executive Committee, the Governance Committee and the Board of Directors.

ARTICLE 7. COACHING DIRECTORS

7.1 Board of Directors as Employer. The Board of Directors shall hire one or more Coaching Directors who shall oversee the soccer operations of the Club, including development and implementation of policies, philosophies, training methods and values of the Club as established, by the Board of Directors. The Coaching Directors shall be employed by the Board of Directors on whatever terms the Board of Directors deems appropriate and may be removed at any time with or without cause by the Board of Directors without prejudice to their contract rights.

7.2 Evaluations. The Board shall evaluate the performance of the Coaching Directors at least annually in writing and no later than June 30 of each year.

7.3 Responsibilities of the Coaching Directors. The primary responsibility of the Coaching Directors shall be to oversee the development and implementation of policies,

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philosophies, training methods and values of the Club as established, by the Board of Directors. Without limiting the foregoing, and under the direction of the Board of Directors, the Coaching Directors shall:

- (a) Attend meetings of the Members;
- (b) Schedule, organize and chair all coaches meetings;
- (c) Offer guidance to players and coaches for the development of players in programs sponsored by SYSA, or other approved organizations;
- (d) Oversee and supervise the Club's tryouts and the selection of individual players for the Club's programs;
- (e) Organize and implement the Club's overall training directive;
- (f) Nominate team coaches for Premier teams and review and coordinate nominations of team coaches for Regional teams;
- (g) Evaluate the performance of coaches; and
- (h) Perform other duties as assigned by the Board.

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ARTICLE 8. COMMITTEES

8.1 Standing or Temporary Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Such committees shall be chaired by a Director. Such committees may have other members that are not Directors. Such committees shall have and exercise the authority of the Directors in the management of the corporation as delegated by the Board, subject to such limitations as may be prescribed by the Board; except that no committee shall have the authority to: (a) amend, alter or repeal these Bylaws; (b) elect, appoint or remove any member of any other committee or any Director or officer of the corporation; (c) amend the Articles of Incorporation; (d) adopt a plan of merger or consolidation with another corporation; (e) authorize the sale, lease or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (f) authorize the voluntary dissolution of the corporation or revoke proceedings therefore; (g) adopt a plan for the distribution of the assets of the corporation; or (h) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

8.2 Standing Committees.

8.2.1 The Board shall establish the following governance committees as standing committees:

- (a) Governance Committee
- (b) Finance Committee
- (c) Executive Committee

8.2.2 The Board shall establish the following operating committees as standing committees:

(a) Soccer Operations Committee. The Board shall establish a committee to provide volunteer support for the Coaching Directors and oversee and manage the game of soccer and related activities. The Coaching Directors shall serve as members of the Soccer Operations Committee. A member of each of the four Regional Committees shall serve on the Soccer Operations Committee.

8.3 Regional Committees. The Club shall establish Regional Committees to provide volunteer and soccer operations support for each of the Geographic Regions. The Geographic Regions are represented by the geographical service areas of the following SYSA ~~member~~ Clubs:

Shoreline: Hillwood, Shorelake
Northeast: Lake City, LVR
West: Magnolia, Ballard, Queen Anne, Woodland
South: Capitol Hill, McGilvra, Mt. Baker/Lakewood, Beacon Hill

Regional Committees shall perform such operational functions as may be delegated to them from time to time by the Board, the Executive Director, or the Soccer Operations Committee.

8.4 Quorum; Manner of Acting. A majority of the number of Committee Members composing any committee shall constitute a quorum as long as at least one Director is present. 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. Minutes shall be kept of all committee meetings and delivered to the Club Secretary.

8.5 Resignation. Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified there, the acceptance of such resignation shall not be necessary to make it effective.

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8.6 Removal of Committee Member. The Board, by resolution adopted by a majority of the Directors in office, may remove from office any member of any committee elected or appointed by it.

ARTICLE 9. TEAMS

9.1 Teams. The Club shall endeavor to form teams based upon player demand and availability of field and other resources. The Club shall sponsor both “Premier” teams, drawing players from throughout the Association, and “Regional” Teams, drawing players primarily from each geographical region. Team formation and player eligibility rules and procedures shall be established by the Soccer Operations Committee from time to time, subject to review and approval by the Board.

9.1.1 Teams shall exist and continue until the age designation of the Team is beyond the age limit established for youth soccer teams in the United States or Washington State Youth Soccer Association; or until disbanded by vote of the Board of Directors. The seasonal year for each team shall be deemed to end on the date of the highest level State Cup final game for that team’s age and gender. Teams qualifying for Regional and National level shall continue as a Team until eliminated from competition.

9.2 Team Manager. The Team Manager works with the Team coach and shall assist with all administrative matters of the Team. Team managers shall distribute work load to Team parents and other volunteers and abide by the Bylaws, rules, and procedures of the Club.

9.3 Team Treasurer. The Team Treasurer reports to the Club Treasurer and shall maintain the accounts of the Team. All Team accounts shall be under the auspices of the Club Treasurer.

9.4 Parent Representative. The team Parent Representative shall be responsible for communicating all Club information to each player’s family. The Parent Representative shall be elected by the parents and guardians of the Team.

9.5 Player Termination or Suspension. Players shall not be involuntarily terminated or suspended during a seasonal year solely on the basis of inadequate playing ability. Coaches may suspend players for no more than two weeks without action of the Executive Committee. Player suspension and/or termination may be based on team rules in addition to the Bylaws and policies of the Club.

ARTICLE 10. COACHES

10.1 Activities and Responsibilities. Coaches are responsible for instructing players in soccer skills and tactics; and organizing team schedules and activities. Coaches shall report to, and act under the direction of, the Coaching Directors with respect to Club policies and procedures. Each Club team shall have one head coach. Teams may have one or more assistant coaches. The Club shall support both paid and unpaid coaches.

10.2 Appointment. Coaches shall be hired by the Coaching Directors in accordance with procedures established and approved by the Board from time to time.

10.3 Time and Term of Appointment. Coaches are appointed for a seasonal year, which is deemed to begin at the conclusion of the State Cup play in a calendar year and to conclude with the conclusion of State Cup play in the following year. Head coaches shall be nominated and confirmed prior to tryouts, for the following seasonal year. Thus coaches may be in place for a new seasonal year before the current seasonal year has concluded.

10.3.1 Extended Season. If a team's season extends beyond State Cup play, by virtue of having qualified for Regional or National cup play, the term of the current head coach is likewise extended to the conclusion of such play; and such coach will cooperate with the Team coach for the upcoming seasonal year in matters of players selection, training, scheduling, etc.

10.4 Compensation. The Board shall have the authority to cause the Club to pay coaches for their coaching services, providing that such payment shall not exceed the reasonable market value for such services.

10.5 Removal. Coaches may be terminated for cause by the Coaching Directors. Coaches of teams may be terminated without cause (i) by an affirmative vote of a majority of the Executive Committee; or (ii) by an affirmative vote of a majority of the total number of seated Directors at a regular meeting or at a special meeting called for the purpose. In the case of termination, coaches shall be entitled to only such portion of their annual compensation as shall represent the proportion of the seasonal year that they have provided coaching services.

10.6 Resignation. In the event that a coach resigns during a seasonal year, he or she shall be entitled to only such portion of their annual compensation as shall represent the proportion of the seasonal year that they have provided coaching services.

ARTICLE 11. ADMINISTRATIVE PROVISIONS

11.1 Books and Records. The corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of the Board, and any minutes which may be maintained by committees of the Board; records of the name and address of each Director, and each officer; and such other records as may be necessary or advisable. All book and records of the Club may be inspected by any Member or their agent or attorney, for any proper purposes at any reasonable time.

11.2 Fiscal Year. The fiscal year of the Club shall begin at 12:00 a.m. on April 1, and end at 11:59 p.m. on March 31, of the following year.

11.3 Annual Review, Audit or AUP. The Board shall retain an independent accounting firm to review or audit financial statements for each fiscal year. However, at the discretion of the board, in lieu of a review or audit of the financial statements, the firm may perform agreed

upon procedures (“AUP”) to test the effectiveness of the Club’s internal control policies and procedures. The Board shall review the results of such audit, review or AUP as soon as practical, but no later than 180 days following the end of the fiscal year.

11.4 Rules of Procedure. The rules of procedure at meetings of the Board, the Council and committees of the Board shall be rules contained in Roberts’ Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

11.5 Insurance. The Club shall provide Directors and Officers Liability Insurance covering Directors, Officers, and Committee Chairs for performing acts and responsibilities directly related to the Club.

11.6 Contracts. The Board may authorize any officer or officers, agent or agents of the Club, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club, and such authority may be general or confined to specific instances. The Club may, in the discretion of the Directors, pay an officer, employee or other person providing services to the Club for such services, provided that such payment shall not exceed the reasonable market value for such services and provided there are no conflicts of interest as provided under these Bylaws.

11.7 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club shall be signed by such officer or officers, agent or agents of the Club and in such manner as shall from time to time be determined by resolution of the Directors. In the absence of such determinations by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President of the Club.

11.8 Deposits. All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, saving institutions, brokerage accounts or other FDIC insured depositories as the Club Treasurer may select. No single account may exceed the FDIC insurance limit at any particular financial institution.

11.9 Gifts. The Directors may accept on behalf of the Club any contribution, gift, grant, bequest or devise for the general purposes or for any specific purpose of the Club. Each gift or donation shall be acknowledged with a receipt from the Club Treasurer or his or her designee to the donor confirming IRS tax deductibility of the contribution to the extent benefits were not received by contributor in accordance with IRS regulations.

11.10 Loans. No loans shall be made by the Club to its officers or Directors.

11.11 Financial Statements. Team Treasurers are responsible for filing annual financial statements with the Executive Director. Each team account shall include the Club treasurer as authorized signer for all accounts. Teams will receive benefit of Club non-profit status, as all contributions will be sent to the Club Treasurer. The Club Treasurer will issue a confirmation to

donor and remit funds to the team in a timely manner. All team accounts will be established at a financial institution acceptable to the Club Treasurer and will provide Club Treasurer access to the account. The Club Treasurer will make available the balance of the Club account to all Club Board members at any time upon request and not make withdrawals from the team accounts without prior notification to the holder of the team account and the Board.

ARTICLE 12. CONFLICT OF INTEREST

12.1 Purpose. The purpose of the conflict of interest policy is to protect the corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

12.2 Definitions.

12.2.1 Interested Person. Any Director, principal Officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

12.2.2 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 interest in any entity with which the corporation has a transaction or arrangement,

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation 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 corporation 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 Section 12.3.2 a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

12.3 Procedures.

12.3.1 Duty to 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 Board delegated powers considering the proposed transaction or arrangement.

12.3.2 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 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.

12.3.3 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 the 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 corporation 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 corporation'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 to whether to enter into the transaction or arrangement.

12.3.4 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.

12.4 Records of Proceedings. The minutes of the Board and all committees with board delegated powers 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.

12.5 Compensation.

(a) A voting member of the Board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters, pertaining, directly and indirectly, to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation 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 corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

12.6 Annual Statements. Each Director, principal Officer and member of a committee with 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 corporation 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.

12.7 Periodic Reviews. To ensure the corporation 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 corporation'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.

12.8 Use of Outside Experts. When conducting the periodic reviews as provided for in Section 12.8 the corporation 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.

12.9 Consent Required. Notice by electronic transmission may only be given to members or directors who have consented to such receipt either in writing or by an electronic transmission to the corporation and have specified the message format accessible to the recipient and the address, location, or system to which these notices may be electronically transmitted. A notice to be provided by electronic transmission must be electronically transmitted.

12.10 Revocation of Consent. Anyone consenting to notice by electronic transmission may revoke such consent by delivering a revocation to the corporation either in writing or by electronic transmission. A consent to notice by electronic transmission is revoked if the corporation is unable to electronically transmit two consecutive notices given by the corporation in accordance with the consent and this inability becomes known to the secretary of the corporation or other person responsible for giving the notice. Inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action.

12.11 Notice by Posting. Notice to those who have consented to receipt of electronic transmission of notices may be provided by posting the notice on an electronic network and delivering instructions to the member or Director a separate record of the posting together with comprehensible instructions regarding how to obtain access to this posting on the electronic network.

12.12 When Notice Effective. Notice provided in an electronic transmission is effective when it (a) is electronically transmitted to the address, location or system designated by the recipient and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting in the electronic network.

ARTICLE 13. INDEMNIFICATION OF DIRECTORS AND OFFICERS

13.1 Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by

reason of the fact that he or she is or was a director or officer of the Club or, while a director or officer, he or she is or was serving at the request of the Club as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Club, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and 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, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 13.2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Club shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the Club. The right to indemnification conferred in this Section 13.1 shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Section 13.1 or otherwise.

13.2 Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 13.1 of this Article is not paid in full by the Club within sixty (60) days after a written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, 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 under this Article 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 not so entitled. Neither the failure of the Club (including its Board of Directors, independent legal counselor its members, if any) 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 nor an actual determination by the Club (including its Board of Directors, independent legal counselor its members, if any) 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.

13.3 Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members, if any, or disinterested directors or otherwise.

13.4 Insurance, Contracts and Funding. The Club shall maintain insurance at its expense, to protect itself and any director, trustee, officer, employee or agent of the Club or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Club would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Club may enter into contracts with any director or officer of the Club in furtherance of the provisions of this Article 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 Article.

13.5 Indemnification of Employees and Agents of the Club. 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 employees and agents of the Club with the same scope and effect as the provisions of this Article 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, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE 14. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the vote of two thirds of the number of Directors in office. Any proposed changes to the Bylaws shall be published to the Members at least thirty (30) days prior to such a vote for comment; provided the amendment or change complies with the Act and does not adversely affect the Club's qualification under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Any amendment to these Bylaws shall also require the consent of the Board of Commissioners of SYSA; provided, however, that such consent shall not be required for ministerial amendments such as corrections of error, name changes, or revisions required in order to comply with changes in the law.

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ARTICLE 15. CHARITABLE PURPOSE; LIMITATIONS

All of the purposes and powers of the Corporation shall be exercised exclusively for charitable, religious, scientific, and educational purposes in such manner that the Corporation shall qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("the Code") or any successor provision, and that contributions to the Corporation shall be deductible under Section 170(c)(2) of the Code or any successor provisions.

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No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Code or any successor provision. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal and state income taxes under Section 501(c)(3) of the Code or any successor provision, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code or any successor provision.

No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to, its members (if any), directors, officers, or other private persons, except that the Corporation is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Upon the winding up and dissolution of the Corporation, the assets of the Corporation remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation, shall be distributed to an organization or organizations, as determined by the Board of Directors, that are recognized as exempt under Section 501(c)(3) of the Code or any successor provision, and used exclusively to accomplish the purposes for which this Corporation is organized.

The foregoing Bylaws were amended and restated by the Board of Directors on [February 16, 2017](#).

Deleted: March 19, 2015

Steven P. Caplow
[Vice President](#)

Deleted: Secretary

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General. The Membership of the Club shall consist of the following:

- Current players and parents or legal guardians of current players,
- Head coaches and designated primary assistant coaches for each team,
- Members of the Board of Directors.

Member to come into compliance with these bylaws and to establish a probationary period of up to ninety (90) days for the Club to take such actions and shall provide for suspension of all membership privileges if not satisfied.

Members failing

1.1.1