

# **SOUTH FAYETTE LITTLE HOOPERS**

## **d/b/a SF BOYS BASKETBALL**

### **BYLAWS**

#### **1. Name, Entity and Purpose**

- a. This organization was incorporated in Pennsylvania on April 24, 2018 under the name of “South Fayette Little Hoopers”. This organization is doing business as “SF Boys Basketball” (SFBB). It is intended that SFBB be qualified as a non-profit corporation exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3).
- b. The purpose of SFBB is to: provide a volunteer administered, recreational and travel program for boys residing in South Fayette Township in grades 3 - 12 to promote the sport of basketball; provide a fun, safe and enjoyable learning environment for all players; promote better understanding of the fundamentals of the game of basketball; assist boys in maximizing their potential as both players and citizens; and instill the ideals of sportsmanship, leadership, teamwork, competition, responsibility and commitment.

#### **2. Player Eligibility**

- a. Boys who reside in South Fayette Township are eligible to participate in then-available programs sponsored by the SFBB.
- b. All players must sign a medical waiver for emergency care, a liability of risk waiver and any other waivers or forms reasonably required by the SFBB.
- c. All players must register annually with the SFBB at a time and place as designated by the SFBB and pay registration fees. The Board will determine the registration fees annually.

#### **3. In House League / Recreation (INLR)**

- a. The INLR provides recreational basketball opportunities to boys in grades 3 through 12. Its emphasis is improving basketball skills, promoting active lifestyles and providing a fun environment to play the game of basketball.
- b. Age Groupings
  - i. The INLR consists of the below-listed grade groupings. All participants must play at their current grade level unless otherwise approved by the Board.
    - Grades 3 and 4 – A weekly camp-style program for boys.
    - Grades 5 and 6 – Boys in these grades play games together in an in-house league.
    - Grades 7 and 8 – Boys in these grades play games together in an in-house league.
    - Grades 9 - 12 – Boys in these grades play games together in an in-house league.

- ii. For grades 5 - 8, an evaluation session will likely be held to draft teams per the rules below. The goal is to achieve competitive balance among all teams in each age group.
- c. Draft Process. Except as otherwise determined by the Board, the draft process will be as follows:
  - i. Coaches will be provided an evaluation sheet with players' names, evaluation score and current grade level.
    - 1. Head coaches will be permitted at the draft.
    - 2. The Rec Coordinator and other neutral evaluator(s) will oversee the draft.
    - 3. The draft structure will be determined by the Rec Coordinator and the Board before the draft.
  - ii. Post Draft Process
    - 1. The Board reserves the right to make any changes to the draft rosters as it deems necessary to achieve a competitive balance among all teams in each age group.
  - iii. Assistant Coaches
    - 1. Assistant coaches are to be identified by head coaches after the draft is completed.
    - 2. If a head coach wishes to have a person specifically assist them, the head coach must pick the child of that individual during the draft process.
- d. Games for grades 5 - 12 will be a 5-on-5 format. Players should be given near-equal playing time.
- e. The INLR provides paid referees for all games for grades 5 - 12. Parent volunteers are needed to keep the score and run the clock during games. Parent volunteers are also needed to coach grades 5 - 8.

#### 4. **Travel Basketball**

- a. Travel basketball teams are for higher skilled SFBB players to play in a competitive environment against other travel teams from other school districts. Not all boys that try out are selected for a travel team. Travel basketball requires a serious commitment from the players and their families and guardians. Travel players typically practice several times per week and play in at least one league and several tournaments from November through mid-March.
- b. Age Groupings
  - i. Travel teams are formed based on grade level (Grades 4 - 8).
  - ii. The SFBB aims to have two travel teams per grade. Unless otherwise determined by the Board, the two travel teams will be structured as A and B. Team sizes are discretionary.

- iii. All travel players must play at their current grade level. A player may not play up or play down grade levels.
- c. Tryouts. Unless otherwise determined by the Board:
  - i. Tryout dates (typically, two sessions for each grade) will be posted and advertised through school mediums (e.g., school email blasts).
  - ii. Prospective players may be asked to fill out a tryout application to provide coaches with personal information including ability, experience, and current participation on other potentially conflicting teams such as non-SFBB sponsored basketball leagues and/or tournaments (e.g., AAU) during the projected SFBB sponsored season.
  - iii. Travel teams for Grades 4 through 8 will be selected by a group of evaluators identified by the Travel Coordinator. All evaluators shall be independent of the age group and have appropriate basketball knowledge. Coaches from previous years' travel teams may be invited to attend travel tryouts to provide information. The selection committee will use an evaluation form provided by the Travel Coordinator.
  - iv. The SFBB travel program has a philosophy of providing both teams with equal opportunity and will seek to play in travel leagues of comparable talent. Since players mature and develop at different times and work habits vary, the travel team philosophy is NOT "once an A team player, always an A team player." Therefore, this selection process is repeated each year to recognize developmental variations in players.
- d. Playing time is not guaranteed. Playing time is at the sole discretion of the travel team's coaches. Coaches should discuss this policy with his players and parents and guardians prior to the start of the travel season.
- e. Practices times for each travel team will be provided by the Scheduler with as much prior notice as possible. There are no guaranteed specific days or times.
- f. During the travel season, a player's lack of attendance at practice or games may be cause for removal from the travel team and replacement by another player who was not selected for the team. This will be at the discretion of the travel coach with the Travel Coordinator's approval after a conversation with the player and parents/guardians about the lack of commitment to the travel team. Documentation of practice and game attendance is required. This clause can also apply to the travel team selection process in that a "look back" to previous year's commitment and attendance can be a factor in team selection.

## 5. Code of Conduct

- a. All persons affiliated with SFBB (e.g., Board members, coaches, volunteers, participants, family members and guardians) are expected to (i) emphasize sportsmanship, ethical code and fair play; (ii) respect the integrity and judgment of officials and coaches; and (iii) show cordial courtesy between visitors and hosts. Profanity and vulgar language will not be tolerated.
- b. Parents/guardians are responsible for their children in all facilities and for any damages.
- c. The privileges of participation in any SFBB sponsored program as a player or coach may be suspended or revoked by the Board for misconduct. Misconduct shall consist of, but not be limited to, any of the following: (i) possession, use and/or distribution of alcohol or drugs by

the player or coach at any game, practice or other program or event sponsored by the SFBB; (ii) fighting or inappropriate conduct by any player, coach or parent at any game, practice or other program or event sponsored by the SFBB; or (iii) profanity and vulgar language. Determinations of the foregoing shall be made in the Board's sole discretion in accordance with these bylaws.

## 6. Organization

- a. The SFBB is managed by the Board. The size of the Board is seven (7), consisting of the members set forth below. Board members are requested to serve two (2) year terms.
- b. Board positions and duties are as follows:
  - i. President: Provides leadership and presides over the Board. Acts as the main representative of SFBB. Develops agendas and presides over Board meetings. Provides proposals to the Board for direction and organization strength and stability. Signs contracts on behalf of SFBB. Interfaces with the South Fayette School District and other South Fayette Township organizations to meet the purposes of the SFBB.
  - ii. Secretary: Maintains and understands organization's documents and records minutes of all meetings. Prepares and delivers main email communications. Updates website. Handles registration. Ensures clearances for coaches and volunteers are completed.
  - iii. Treasurer: Keeps accurate financial records. Issues checks to pay for league services and related expenses (refunds), as appropriate. Handles insurance and tax matters. Manages all equipment- and uniform-related needs. Coordinates with vendors. Develops annual budget.
  - iv. Rec Coordinator: Responsible for smooth running of the entire INRL program. Responsibilities include overseeing selection of players for rec teams, working with the coaches on appropriate schedules, acting as Point-of-Contact in terms of INRL-related activities. Identifies and works with 3/4 Rec Representative, 5/6 Rec Representative, 7/8 Rec Representative and HS Rec Representative.
  - v. Travel Coordinator: Responsible for smooth running of the travel teams. Responsibilities include overseeing selection of players for teams, working with Scheduler, acting as Point-of-Contact for league play and all travel-related activities. Leads SF Travel Tournament (if any), with assistance from all other Board members and team volunteers.
  - vi. Scheduler: Acquires gym time and coordinates with representatives of facilities. Schedules gym time for rec and travel.
  - vii. General Member: Takes on responsibilities as needed during the season at the discretion of other Board members.
- c. A majority of the Board will constitute a quorum for purposes of holding a meeting. The Board will attempt to meet at least monthly. Meetings may be held in person or via virtual or telephonic meeting.
- d. Each member of the Board will be entitled to one vote. All matters to be approved by the Board require approval of a majority of the entire Board.

## 7. Disciplinary Actions

- a. All participants in the SFBB will have the ability to voice concerns, issues and problems within the SFBB related to participant behavior deemed detrimental to the SFBB. The Board will fairly and objectively review issues and attempt to maintain confidentiality.
- b. Behavior deemed detrimental includes but is not limited to: (i) coaches frequently cancelling practices or missing games; (ii) lack of communication from coaches to team; (iii) misconduct of the type described in these bylaws; (iv) intra-team conflict; and (v) actions towards referees, game officials, coaches, opponents, players and families.
- c. Written notice of a complaint must be sent to the Board to help ensure complaints are understood and taken seriously. The following procedure will apply:
  - i. Written complaint must be submitted within five (5) days of alleged incident.
  - ii. The Board will endeavor to investigate within ten (10) days of receiving written complaint.
  - iii. The Board will respond to all interested parties involved in a written format promptly after the completion of the investigation. The written response will include reason for the decision.

## **8. Coaches**

- a. The Board is responsible for selecting and assigning coaches to INLR teams and travel teams.
- b. To qualify as a coach, coaches must be able to: (i) exhibit fundamental knowledge of basketball; (ii) provide an environment free of drugs, alcohol and tobacco; (iii) demonstrate good sportsmanship and mature behavior in handling youth; and (iv) complete and pass all required clearances (including PA State Criminal Act 34, PA Child Abuse Act 151 and FBI Act 114 clearances).
- c. A coach's responsibility includes, but is not limited to: (i) ensuring that all players have been picked up by his parent or guardian before leaving any practice or game; (ii) provide league information (rules, code of conduct, schedules, scorebook/time clock information to parents, guardians and players); and (iv) identify individuals to run game clocks and keep score (as applicable).
- d. The Board may require that individuals complete an application to be considered for a coaching position.

## **9. Indemnification and Liability**

- a. To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect or as hereafter amended, permit elimination or limitation of the liability of directors, no Board member or officer of the SFBB shall be personally liable for monetary damages arising out of, resulting from, or incurred in connection with, any decision, act, error, omission, or failure to act with respect to service to the SFBB, and the SFBB agrees to indemnify its Board members and officers to the fullest extent permitted by law.
- b. The provisions of this Section shall be deemed to be a contract with each Board member and officer who serves as such at any time while this Section 9 is in effect and each such member and officer shall be deemed to be so serving in reliance on the provisions of this Section. Any amendment or repeal of this Section or adoption of any bylaw or provision of the Articles of SFBB which has the effect of increasing director liability shall operate prospectively only and

shall not affect any Board member serving prior to the adoption of such amendment, repeal, bylaw or provision.

- c. As used herein, the word “Action” shall mean any action, suit or proceeding, administrative, investigative or other, (i) to which a Board member is a party (other than an action initiated by the SFBB), or (ii) in connection with which such person is not a party but is a witness, subject to investigation or otherwise involved, in either case by reason of such person being or having been a Board member or officer of the SFBB. Unless indemnification would jeopardize the SFBB’s tax exempt status, and except as prohibited by law, each Board member and officer of the SFBB shall be entitled as of right to be indemnified by the SFBB against any expenses and any liability paid or incurred (i) in defense and/or settlement of any Action to which such person is a party or (ii) in connection with any other Action. A person who is not a Board member or officer may be similarly indemnified in respect of service to the SFBB to the extent the Board at any time designates such person as entitled to the benefits of this Section. Indemnification shall include amounts of judgments, excise taxes, fines, penalties, amounts paid in settlement, and expenses, including reasonable attorneys’ fees and costs. If the SFBB has not, within thirty (30) days’ written notice of an Action, at its expense assumed the defense of the Action on behalf of the indemnitee with reputable and experienced counsel selected by the SFBB with the indemnitee’s consent, the indemnitee may undertake his/her own defense subject to the right to advancement of expenses as set forth in Subsection (d) below.
- d. Unless advancement of expenses would jeopardize the SFBB’s tax exempt status, every indemnitee shall be entitled as of right to have his or her expenses in defending any Action paid directly by the SFBB as incurred, provided that the indemnitee agrees in writing to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for such amounts.
- e. The rights to indemnification and advancement of expenses provided for in this Section shall not be deemed exclusive of any other rights to which any indemnitee may be entitled. Such rights shall be deemed to create contractual rights in favor of each indemnitee who serves as a Board member or officer of the SFBB while this Section is in effect, and each such indemnitee shall be deemed to be so serving in reliance on the provisions of this Section. The rights provided for in this Section 9 shall continue to each indemnitee who has ceased to have the status pursuant to which he or she was entitled or was designated as entitled to indemnification under this Section. The rights provided for in this Section further shall inure to the benefit of the heirs and legal representatives of each indemnitee.

## **10. Finances and Insurance**

- a. A bank account will be maintained in a financial institution that is FDIC insured. The bank account will be a checking or savings account.
- b. The Board must approve all expenditures greater than \$250.00.
- c. The fiscal year of the SFBB shall be set by the Board. The Treasurer will prepare an annual financial statement to the Board for its approval promptly after the end of each fiscal year.
- d. Unless otherwise determined by the Board, the SFBB will purchase and maintain a general liability insurance policy and a D&O policy with reasonably sufficient coverage from a third party.

## **11. Articles and Bylaw Modifications**

- a. Any amendment, change and/restatement of the Articles of Incorporation or Bylaws of the SFBB must be approved by a majority of the entire Board.

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