



BYLAWS OF SPRING CREEK FOOTBALL CLUB

ARTICLE I-TITLE

This corporation shall be known as the Altoona Soccer Club, dba Spring Creek Football Club, a nonprofit corporation registered with the State of Iowa and referred to as "Spring Creek FC". Spring Creek FC (SCFC) is incorporated pursuant to and agrees to abide by and comply with the Iowa Nonprofit Corporation Act, Iowa Code, Chapter 504. SCFC shall operate as a subsidiary under the Altoona Soccer Club nonprofit corporation.

ARTICLE II-OFFICE LOCATION

LOCATION OF OFFICE: The principal office of the SCFC shall be always located in the City of Altoona, Polk County, Iowa. SCFC may have other offices within the State of Iowa as the business of SCFC may from time to time require.

ARTICLE III-SPRING CREEK FOOTBALL CLUB PURPOSE

Section 1. **GENERAL PURPOSE:** SCFC is a non-profit soccer club organized for the purpose of furthering and promoting the sport of youth soccer in the City of Altoona, Iowa, and surrounding areas, through the education, organization, and training of youth soccer players and to organize youth soccer teams to compete and participate in soccer at all levels of play.

Section 2. **FUNDS:** SCFC may charge fees and accept personal, corporate, and governmental grants, gifts, or donations to secure the funds necessary for the activities of SCFC, as well as provide for the acquisition, maintenance, or use of real estate for the performance of SCFC's stated purpose.

Section 3. **NON-PROFIT STATUS:** SCFC is not organized for pecuniary profit, and it shall not have any power to issue certificates of stock, dividends, or ownership. No part of the net earnings of SCFC shall benefit any member, director, officer or individual. The balance, if any, of all funds received by SCFC from its operation, after full and complete payment of all debts and obligations, shall be held accumulated and distributed exclusively for carrying out the purpose of SCFC, consistent with the laws and regulations applicable to tax exempt, non-profit organizations under the Internal Revenue Code of 1954, as amended, and the laws of the State of Iowa.

Section 4. **NON-DISCRIMINATION/HARASSMENT/ABUSE**

No person shall be denied membership in SCFC or participation in the activities of SCFC due to race, sex, religion, national origin, or sexual orientation. SCFC will adopt policies that **prohibit** harassment and physical and sexual abuse of any kind to anyone within the SCFC organization.

Section 5. **SCHOLARSHIP AND GRANTS:** In furtherance of the stated purpose of SCFC, the Board of Directors may establish guidelines concerning the granting of registration and equipment acquisition scholarships for our Recreational, Academy, and Select divisions to insure no child is denied or precluded from participating in the sport of soccer due to economic hardship or lack of sufficient economic resources, provided SCFC has the financial means to provide such assistance. Any scholarship requests must be reviewed and approved by the Board of Directors through majority vote before being awarded.

ARTICLE IV - AFFILIATED ORGANIZATIONS

Section 1. SCFC and its members will abide by the articles of incorporation, bylaws, policies, rules, procedures, and requirements established by SCFC, the Iowa Soccer Association, IPSL, US Youth Soccer, the United States Soccer Federation, and any similar organization of which SCFC is a member. Additionally, SCFC will not become affiliated with any organization that has requirements that conflict with the articles of incorporation, bylaws, policies or requirements of the Iowa Soccer Association, US Youth Soccer, and the United States Soccer Federation.



Section 2. SCFC will provide an annual report or other information regarding the activities of SCFC upon request from the Iowa Soccer Association.

ARTICLE V - CLUB MEMBERSHIP

Section 1. **SCFC MEMBERS:** SCFC shall have one class of members. Any parent who has a child registered as a player with SCFC for one full year, with a team associated with the Spring Creek FC for the current year, August 1 through July 31, and who has paid all fees owed shall be considered a member and eligible to vote on all matters to be decided by the general membership of SCFC. (If a child is only registered for one season – the membership is as follows: Fall – August 1 – January 31; Spring – February 1 – July 31). In the case of voting, the parents for each family are entitled to **one** vote on behalf of the family, **regardless** of the number of children registered by the family or positions held with SCFC.

Section 2. **DUES:** The Board of Directors for SCFC shall set club dues based on the costs of participation for each player per playing season. Fees will be due seasonally on a per-player basis at the beginning of each season. Anyone wishing to be a member in good standing of SCFC will be required to pay dues. The payment of dues, along with the compliance of all rules and requirements of SCFC, Iowa Soccer Association, US Youth Soccer, the United States Soccer Federation, and any similar soccer associations of which SCFC is a member, confers membership and voting rights on each member. A player shall not be refunded after being placed on a fall or spring team.

Section 3. **QUORUM:** Twenty percent (20%) of registered SCFC members shall constitute a quorum for the transaction of business at a meeting of SCFC members. One-third of the members must be in attendance to vote on or transact business beyond what is included in the meeting purpose and agenda.

Section 4. **ANNUAL MEETING:** There shall be an annual meeting of SCFC members scheduled at a time and place selected by the Board of Directors to be held in July of each year. The annual meeting may be scheduled at the same time and on the same date as the regularly scheduled Board of Directors meeting. The President is required to report on any SCFC activities and provide a financial condition of the corporation. In addition, the purpose of the general meeting is to elect board members for the subsequent year and address any issues put forth for consideration by the SCFC members.

Section 5. **SPECIAL MEETINGS:** A special meeting of the members may be called at any time by the President, by a majority of the Board of Directors, or by at least a quorum (20%) of the members of SCFC. Each call for a **special meeting of members** shall state the time, date, place, and purpose(s) of such meeting and shall be in writing, signed by the person(s) making the request and delivered to the President and/or Secretary. No business shall be carried out at the special meeting other than such as included in the purpose stated in the call. The special meeting will be held within 45 days of receipt of the written request.

Section 6. **NOTICE OF MEETINGS:** Notice of SCFC Annual meeting and special meetings of the members shall be posted on the SCFC website stating the time, date, and location of the meeting and in case of a special meeting, the purpose(s) for which the meeting is called. Alternatively, the notice may be sent by email to the last known email address of each SCFC member. Notice must be provided at least ten (10) days and no longer than sixty (60) days before the meeting is scheduled. Attendance at the meetings by a member constitutes a waiver of any notice requirements.

Section 7. **ORGANIZATION:** The President, and in their absence, the Vice- President shall preside at each SCFC meeting and shall act as chairperson. The Secretary shall act as secretary at all SCFC meetings.

Section 8. **VOTING AND PARTICIPATION:** Members are eligible to vote if they are in good standing. At each meeting of the members (Annual Meeting), each member eligible to vote shall vote in person. All voting shall be by voice or hands, unless a vote ballot is requested in writing by a simple majority of the members present. Any member of SCFC shall have the right to attend and speak at all SCFC meetings and meetings of the Board of Directors. There shall be no right to vote by proxy or absentee ballot.



The general membership shall not have authority to approve or reject operational partnerships, mergers, or unifications authorized by the Board of Directors pursuant to these bylaws, except as required for amendment of the bylaws themselves.

Section 9. ADJOURNMENT: All SCFC meetings may be adjourned by a simple majority of the members present. If the business of such a meeting shall not be completed, the members present by simple majority may continue the meeting to a place, date and time as approved at the meeting.

Section 10. GOOD STANDING: A player, coach, or SCFC member shall be in good standing and thus his/her family is entitled to enjoy all the rights and privileges of membership, when the player meets all the following criteria:

- His/her name or the player's name appears on a roster of a team organized by SCFC for the playing season in question
- His/her dues for the season are current or have been paid for in full; and
- He/she is not on probation, suspension, or expulsion imposed by the SCFC, ISA, IPSL or any similar organization of which SCFC is a member or any similar soccer organization.

Section 11. DISCIPLINE: All SCFC players, coaches, and parents agree to abide by the rules, regulations, procedures, or similar requirements established by SCFC, ISA, IPSL, US Youth Soccer, the United States Soccer Federation, or any similar organization of which SCFC is a member and display good sportsmanship at all times when representing SCFC. The Board of Directors has the right, responsibility, and duty to investigate and consider disciplinary action if a player, coach, and/or parent is accused of or found in violation of one or more of these aforementioned requirements or fails to display good sportsmanship.

All SCFC members understand sanctions, fines, or disciplinary action may be taken by ISA, Greater Des Moines, IPSL, or any similar organization of which SCFC is a member. Any such action is taken at the sole discretion of these organizations. SCFC has the authority to take additional disciplinary action as the Board of Directors deems appropriate. Disciplinary action may include reimbursement of sanctions or fines, probation, suspension, or expulsion. All investigations, discussions, and decisions will be held in confidence by the Board of Directors. The member remains responsible for any dues owed despite any disciplinary action taken.

All SCFC members shall abide by SCFC articles of incorporation, by-laws, rules, and policies as well as all applicable rules and policies of any association in which SCFC is affiliated.

Probation: An individual is sent a letter of reprimand, which details the infraction(s) and states the probationary period. Any further violation during the probationary period may be grounds for further probation, suspension, or expulsion. At the end of successfully completing the probation, the party will be reinstated to good standing unless otherwise specified by the Board.

Suspension: An individual is sent a letter of reprimand that details the infraction and states the suspension period. The party is not permitted to attend any team practice or game during the remainder of the season (fall or spring) or for a longer period if determined by the Board. The party may petition the Board in writing at the end of that season (or time period) to be reinstated as a member in probationary status. Any violation of the suspension may result in further suspension or expulsion.

Expulsion: An individual is sent a letter of reprimand, which details the infraction and states the party is permanently enjoyed from participation in the SCFC organization. In the event of a parent expulsion, a player may continue to participate, under such terms as the Board sets forth.

Complaints/Investigation: If a Board Member observes an incident or receives a complaint from an SCFC member or a third party, the Board Member will escalate the complaint to the entire Board of Directors for review and consideration. The



Board will decide, by majority vote, whether to dismiss or investigate the complaint.

If an investigation is requested, a panel of three Board Members will be appointed by the President, in his/her sole discretion, to conduct an investigation. The panel has authority to conduct a reasonable and necessary investigation within sixty (60) days of creation of the panel. The Board of Directors will provide written notice to the party upon which the complaint has been filed and request this party's participation in the investigation, including appearing before the investigative panel to discuss the allegations of the complaint.

Upon completion of the investigation, the panel will review their findings with the Board of Directors. These findings may include a recommendation for disciplinary action to be considered by the entire Board. The Directors have the authority to vote on the recommendation(s), request additional investigation, or move the matter to hearing. The Directors are not required to hold a hearing. Should the Directors vote on the recommendations, the party upon which the complaint is filed will be provided written notice of the decision within ten (10) days of the vote by the President.

Any complaint involving a sanction imposed, including a yellow or red card, by the Iowa Soccer Association, IPSL, or any other governing body requires a panel review.

SCFC has a zero-tolerance policy for physical or sexual abuse. SCFC and its members and directors will report any allegations of physical and sexual abuse to the local authorities for investigation. The party upon which such complaint is made will be placed on immediate suspension pending the investigation by local authorities and investigation by SCFC. A panel review is required when physical abuse allegations are presented. SCFC will defer any investigation into sexual misconduct to the local authorities.

Hearing: Should the Directors decide to hold a hearing, the complainant will be expected to provide evidence including a written summary of their contentions. The parties should provide names and contact information for any witnesses and individuals involved. Personal attendance is not required or a prerequisite for a hearing. The board, at its discretion, may request the personal attendance at the hearing of the complainant, an SCFC member, the person upon which the complaint is made, or any individuals and witnesses involved in addition to considering the information obtained through the panel's investigation and provided to the Board in preparation for the hearing.

The burden of proof is a preponderance of evidence. Notice of the proceedings will be provided to all interested parties in such a way as the Board shall deem most expedient, but there will be no requirement the membership at large to be notified. The Board will provide at least fourteen (14) days to the parties involved to provide their information supporting their position before a hearing may be held.

Within five business days of the hearing, the Board of Directors will review all the information and evidence and reach a decision whether disciplinary action is warranted and, if so, the nature of the disciplinary action. The President will communicate the decision to the individual in writing within five (5) business days of the vote.

Appeals: Any person appealing a disciplinary ruling of the Board must do so, in writing presented to the President, within five (5) business days of the communication of the Board's decision. In the event of an appeal, the appealing party will remain on probation, suspension, or expulsion, whichever disciplinary action has been taken, pending the appeals process, and prohibited from participating in any SCFC sponsored activities. The Board of Directors is not obligated to accept the appeals request and will decide through majority vote whether to accept the appeal within five (5) business days of the request for appeal.

If the appeals request is accepted, the Board will hold an evidentiary hearing within 30 days of accepting the appeal, with the President serving as hearing officer and one Board member serving to represent the Board. Either the appellant or any Board member may present witnesses, but no person may be compelled to testify. The burden of proof shall shift to the appellant to establish the sanction imposed is inappropriate by a preponderance of the evidence, and the Board, sitting en banc, will not be bound by the decisions of the initial hearing, and may impose any sanction at its disposal.



Notice of the hearing of an appeal will be provided to all interested parties no later than fourteen (14) days before the hearing, in such a way as the Board shall deem most expedient. The Board of Directors will not involve the membership at large as the investigation and hearing is expected to remain confidential. The Directors agree to keep the evidence, investigation materials, discussion, and decision confidential. The Board's findings shall be final, with a written order issued to the appellant within five (5) business days of the hearing. The appellant retains the right to file an appeal with the Iowa Soccer Association pursuant to the rights and rules established by the Iowa Soccer Association.

Notice: Written notice may be effectuated via e-mail. If there are concerns regarding receipt of such communication, written notice will be sent via first class or certified mail.

Section 12. EXHAUSTION OF REMEDIES: No member, official, league, club, team, player, coach, referee, or administrator may invoke the aid of the courts of the United States of Iowa without first exhausting all available remedies within SCFC, Iowa Soccer Association, US Youth Soccer, and the United States Soccer Federation.

Section 13. Fraudulent or Dishonest Conduct:

SCFC will investigate any possible fraudulent or dishonest use or misuse of SCFC's resources or property by management, staff, or volunteers. Anyone found to have engaged in fraudulent or dishonest conduct is subject to disciplinary action by the SCFC. All SCFC members, Directors, or volunteers are encouraged to report possible fraudulent or dishonest conduct to the President. If for any reason a member, Director, or volunteer finds it difficult to report his or her concern to the President, the employee can report it directly to another member of the Board of Directors or to the Iowa Soccer Association. SCFC members, Directors, and volunteers reserve the right to report any criminal behavior or activity to the local authorities.

Section 14. Whistleblower Protection: SCFC will use best efforts to protect whistleblowers against retaliation. There is no such thing as an "unofficial" or "off the record" report. SCFC cannot guarantee confidentiality. SCFC will keep the whistleblower's identity confidential unless (1) the person agrees to be identified.

(2) identification is necessary to allow SCFC or law enforcement officials to investigate or respond effectively to the report; (3) identification is required by law; or (4) the person accused of Fraud Policy violations is entitled to the information as a matter of legal right in disciplinary proceedings.

SCFC and our members, Directors, or volunteers may not retaliate against a whistleblower with the intent or effect of adversely affecting the terms or conditions of serving as a member, Director, or volunteer including, but not limited to, threats of physical harm. Whistleblowers who believe that they have been retaliated against may file a written complaint with the President. A proven complaint of retaliation shall result in a proper remedy for the person harmed and the initiation of disciplinary action, up to and including dismissal, against the retaliating person. This protection from retaliation is not intended to prohibit SCFC's Directors from acting, including disciplinary action, in the usual scope of their duties and based on valid factors.

Whistleblowers must be cautious to avoid baseless allegations.

Section 15. Definitions

- Baseless Allegations are allegations made with reckless disregard for their truth or falsity.
- Fraudulent or Dishonest Conduct is a deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to forgery or alteration of documents, unauthorized alteration or manipulation of computer files, fraudulent financial reporting, pursuit of a benefit or advantage in violation of the SCFC's conflict of interest policy, misappropriation or misuse of the SCFC's resources, such as funds, supplies, or other assets, authorizing, requesting or receiving compensation for goods not received or services not performed, or authorizing or receiving compensation for hours not worked
- Whistleblower is a member, Director, volunteer, or associate who informs the President of the Board of Directors



about an activity which that person believes to be fraudulent or dishonest.

ARTICLE VI-DIRECTORS

Section 1. GENERAL POWERS: The business and affairs of SCFC shall be managed by its Board of Directors and governed by its articles of incorporation, bylaws, rules, and policies except when these are superseded by those of the Iowa Soccer Association, the United States Youth Soccer Association, the United States Soccer Federation, or the State of Iowa. These powers include, but are not limited to:

- To be sued, complain, and defend, in the SCFC name.
- To purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property, or any interest therein, wherever situated for the benefit of the SCFC.
- To sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of the SCFC's assets.
- To enter into contracts with the City of Altoona or other entities for the purpose of fulfilling the goal of bringing recreational soccer to the residents of Altoona, Iowa, and surrounding area.
- To make contracts and guaranties and incur liabilities and borrow money at such lawful rates of interest as the Board of Directors may determine.
- To make and alter Bylaws for the administration and regulation of the affairs of SCFC.
- To have and exercise all powers necessary or convenient to affect any or all the purposes for which SCFC is organized.

The Board of Directors shall have the authority, by a two-thirds (2/3) vote of the Directors present at a meeting where a quorum exists, to approve the merger, consolidation, absorption, or unification of Spring Creek Football Club ("SCFC") with another soccer organization or nonprofit entity, provided that such organization's mission and activities are consistent with the purposes of SCFC.

Such authority includes, but is not limited to, the approval of agreements providing for the transfer or acceptance of players, teams, programs, assets, contracts, intellectual property, and operational control, and the continuation of soccer programs under the SCFC name.

No vote of the general membership shall be required to approve such merger, consolidation, absorption, or unification unless otherwise required by applicable law.

Section 2. QUALIFICATIONS OF BOARD OF DIRECTORS: Any person who is a resident of Altoona, Iowa, and the surrounding areas or has a child who is registered with SCFC may be elected to the Board of Directors. The Board of Directors shall be elected at the annual meeting of SCFC members held each year in July. If a quorum of SCFC members is not present at the meeting at which the election of Board members is scheduled, the existing Board of Directors shall elect the members of the succeeding Board through majority vote. All Board members must complete the Iowa Soccer Association volunteer disclosure form and submit to a background check each year of service in order to serve as a board member.

Section 3. ELECTION AND TERM OF OFFICE: The term of office of each director shall be for two years. These terms of office will be staggered, beginning on the first day of August and ending on July 31. The terms of President, Treasurer, Director of Field Maintenance, and At-Large #1 shall begin and end in even numbered years. The terms of the Vice President, Secretary, Director of Recreation, Director of Marketing, Director of Field Operations and At-Large #2 shall begin and end in odd numbered years. Directors shall be elected at the annual meeting held in July. The Board of Directors shall serve as the nominating committee. The ballot submitted by this committee shall be presented in the June Board meeting or as needed when a vacancy arises.

Section 4. VACANCIES: In case of vacancies occurring on the Board through resignation, disqualification, disability or any other cause, the vacancy may be filled by a candidate approved by majority vote of the remaining Board members or approved/filled at the next board meeting or annual meeting. The new Board member shall be elected for the unexpired



term of the vacant Board position.

Section 5. PLACE OF MEETINGS: The meetings of the Board of Directors shall be held at a place designated by the President, or in the absence of the President, by the Vice President. Meetings of the Board of Directors or members may be held either in person or by means of virtual or electronic communication platforms that allow all participants to hear and be heard.

Section 6. BOARD MEETINGS: There shall be at least one regular meeting of the Board each month; unless a majority of the Board decides that a meeting is not necessary. The regular Board meeting will be held the third Wednesday of each month at 6:00 PM; unless a majority of the Board decides to move the date and time of the meeting.

Meetings of the Board for any purpose shall be called by the President or at the request of a majority of the Directors. The President or the Secretary, at the President's request, shall give written notice of all meetings of the Board to each Director no later than two (2) days prior to the meeting.

SCFC members may attend a monthly board meeting after the following criteria have been met: 1) Good standing members have requested an item to be considered by the board according to the rules in these bylaws 2) The item requested has been granted a place on the agenda for discussion. All requested items must be emailed to the President no later than 10 calendar days prior to the monthly board meeting.

If there are no business items that have been presented by members for a given board meeting, said meeting shall be closed to members. The board reserves the right to hold portion(s) or all of the meetings in closed session. A closed session will be held for ALL confidential matters that cannot be shared with the general membership. All Executive (President, Vice President, Secretary and Treasurer) board meetings will be conducted in a closed session.

Section 7. QUORUM OF DIRECTORS: A majority of the Board of Directors, not considering vacant positions, shall be necessary to constitute a quorum for the transaction of business. Vacant positions are not included in the determination of whether a majority of Board members are present. The action of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. ORGANIZATION: The President, and in their absence, the Vice President, shall preside at each meeting of the board and shall act as chairperson.

Section 9. MINUTES AND ACTIONS: The Secretary shall keep the minutes of the Board meetings which shall include all votes and actions taken by the Board. The Secretary shall provide each member of the board a copy of the minutes no later than fourteen (14) days after the close of each meeting. The minutes from each board meeting will be reviewed and approved at the following board meeting by a majority vote of the quorum of directors.

Section 10. ELECTED DIRECTORS: There shall be nine (9) directors of the Board of Directors elected in conformance with these bylaws. The directors shall be: 1) President, 2) Vice-President, 3) Secretary, 4) Treasurer, 5) Director of Field Maintenance, 6) Director of Field Operations 7) Director of Marketing, 8) Director of Recreation, 9) At-Large (s)

There shall be nine (9) directors of the Board of Directors elected in conformance with these bylaws, except that during an approved transitional governance period under Article VI, Section 14, the Board may temporarily expand the number of Directors to no more than eleven (11).

Any temporary expansion of the Board pursuant to this section shall automatically terminate at the conclusion of the transitional governance period of 6 months. At this time, the Board shall revert to nine (9) Directors without the need for further action.

Section 11. APPOINTED BOARD MEMBERS: The Board Members may appoint additional Board Members or assistants to



assist with meeting the club's responsibilities. Board Members or assistants may be appointed with or without full voting rights. An appointed Board member will adhere to the same qualifications, and these bylaws will be amended to note the new board position and responsibilities.

Section 12. RESIGNATION OF BOARD MEMBER: Any Director may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein. If no time is specified, the resignation shall take effect at the next Board meeting, and the Secretary shall record the resignation in the minutes. The remaining Board Members shall seek to replace the vacancy.

Section 13. DISQUALIFICATION OF A BOARD MEMBER: A Board member may be disqualified from office for conviction of a felony, for misuse of SCFC funds or equipment, violation of the SCFC's rules and regulations or those of an organization to which SCFC belongs, or for other activities detrimental to SCFC or its members. Notwithstanding the previous sentence, in no event shall a person serve as a member of the Board if he or she has been convicted of a sex crime or a crime involving the abuse of a child. Any person who is charged with a criminal act shall be suspended from the Board immediately pending outcome of the charges.

Any person missing four (4) consecutive regularly scheduled Board meetings or six (6) regularly scheduled Board meetings in any preceding twelve (12) months shall be deemed to have immediately resigned as a member of the Board. This resignation is subject to a majority vote of a quorum of board members at the first meeting following the existence of one of these criteria. Absences may be excused by the Board through majority vote. Furthermore, the Board may remove or dismiss from office any appointed or elected member of the Board for reasonable cause by due process followed by a two-thirds (2/3) vote of the Board unless otherwise provided in these By-laws.

The authority to determine breaches of duties of care, loyalty or candor shall rest with the Board. No Board member may financially gain as a result of any activity of the Board or be associated with the company or organization contracting or doing business or potentially in conflict with SCFC in any form, unless the Board member has provided full disclosure and received authorization, approved and ratified by a majority of non-interested members of the Board. Disqualification of a Board member shall require the affirmative vote of two-thirds (2/3) of the Board, unless provided otherwise in the bylaws.

Section 14:Transitional Governance Following Unification

In connection with any approved merger, consolidation, absorption, or unification, the Board of Directors may establish a transitional governance period not to exceed twenty-four (24) months.

During the transitional governance period, the Board may:

- a) Appoint individuals from the unified or absorbed organization to advisory, officer, or Board roles, with voting or non-voting authority as determined by the Board;
- b) Assign specific operational, technical, or soccer-related responsibilities to such individuals to preserve institutional knowledge and ensure continuity of programming; and
- c) Modify reporting structures on an interim basis, provided that ultimate fiduciary authority remains with the Board of Directors of SCFC.

At the conclusion of the transitional governance period, all governance and leadership positions shall conform to the standard structure outlined in these bylaws unless otherwise amended.

ARTICLE VII-DUTIES OF DIRECTORS

Section 1. DUTIES OF PRESIDENT: The President shall preside at all meetings of SCFC members and meetings of the Board of Directors. The President shall be an ex-officio member of all committees. The President shall have the power to call special



meetings upon due notice to the membership. The President shall sign all documents which the Board has authorized to be executed and shall approve all correspondence and publications prepared for or by SCFC before issuance.

The President shall perform all duties as are customarily entrusted to and performed by the President of the organization, including representation of SCFC at meetings where SCFC representation is required, unless otherwise provided in these bylaws.

The President will work directly with Iowa Soccer and other organizations who wish to rent or sublease any facility leased or owned by SCFC. Scheduling of such events will be approved by the Board of Directors through majority vote of a quorum of Directors and coordinated with/by the Director of Field Operations.

The President will serve as the second signature on any and all SCFC financial accounts. The President may appoint a person or committee, with the approval of the Board, to help with the duties of the President. The President is a member of any committee appointed.

Section 2. VICE-PRESIDENT: The Vice President shall perform all duties of the President when the President position is vacant, or the President is absent from a meeting of the members, a special meeting, or a meeting of the Board of Directors.

The Vice President shall perform those other duties as assigned by the Board, and may appoint a person or committee, with the approval of the Board, to help in the performance of the duties of the Vice President. The Vice President shall be a member of any committee appointed.

The Vice President will be responsible for managing the concession stand. This responsibility includes purchasing supplies and equipment. Any purchase (outside of food or products) greater than \$500 requires board approval prior to the purchase. The Vice President may hire independent contractors to work the concession stand with the approval of the Board of Directors.

The Vice President will complete a bi-annual inventory at the end of the spring/fall season. The board will be provided with a copy. This inventory will include a financial report for the current year and a budget for the following year.

Section 3. SECRETARY: The Secretary shall attend meetings of SCFC members, special meetings, and meetings of the Board of Directors and keep the meeting minutes. The Secretary will preside over any meetings in the absence of the President or Vice President. The Secretary shall also:

- Maintain a list or roster of all current SCFC members.
- Prepare an annual report of Board activity and coordinate with the state association for review of SCFC records; and,
- Establish and maintain a records retention policy and ensure SCFC is in compliance with this policy.

The Secretary may appoint a person or committee, with the approval of the Board, to help with the duties of the Secretary. The Secretary shall be a member of any committee appointed.

Section 4. TREASURER: The Treasurer shall have custody of SCFC's checking account, scholarship account, and other financial accounts, as well as all financial records. The Treasurer shall keep full and accurate records and accounts of all receipts and disbursements belonging to SCFC under the SCFC name and shall prepare monthly written reports of the financial status of the organization, including actual bank statements, and reconciling such reports.

The Treasurer must obtain prior written approval from the President, or the Vice President if the position of President is vacant, for any expense not previously approved by the board in excess of \$2500.00 on behalf of SCFC.

The Treasurer is responsible for working with SCFC's accounting firm to ensure the necessary federal and state income tax forms are prepared and filed, and any other reports required by the Iowa Secretary of the State or other governmental



agency.

The Treasurer will submit the financial reports and records to the Board semi-annually for inspection and review in July and December. The Treasurer will provide a financial summary at each board meeting including an update of accounts, revenues, and expenditures for the prior month.

The Treasurer may appoint a committee or person, with the approval of the Board, to help in the performance of the duties of the Treasurer. The Treasurer shall be a member of any committee appointed.

In the event of the inability of the Treasurer because of absence or incapacity to sign checks issued by SCFC, the President shall have the authority to sign in the place of the Treasurer.

TIMELINE OF BUDGET:

- January: Executive Committee meets to discuss preliminary budget.
- February: Executive Committee meets with each member of the Board of Directors to discuss upcoming financial needs at the scheduled Board Meeting.
- March: Executive Committee meets with Executive Director to discuss upcoming financial needs.
- April: Executive Committee meets to discuss rates for the following year. Rate proposal is presented to the Board of Directors and Executive Director.
- May: Paid coaching contracts are presented to the Board of Directors for the following fiscal year.
- June: First official preliminary budget is brought to the Board of Directors for feedback.
- July: Final budget is voted on by the Board of Directors.

Section 5. DIRECTOR OF FIELD MAINTENANCE: The Director of Fields is responsible for the maintenance and care of the soccer game fields, practice areas, and other areas leased or owned by SCFC for the use of the teams sponsored by SCFC. The Director of Fields is responsible for:

- Coordinating care of the fields and practice areas with any other organization or entity, as necessary.
- Ensuring the goals used for games and practice on the SCFC fields conform to FIFA rules and are safe and properly maintained.
- Purchasing and replacing goals and nets.
- Stringing, mowing, painting, fertilizing, aerating, and maintaining the fields and the common areas of the complex.
- Purchasing or renting the equipment and supplies necessary to complete these duties.

Purchases, services, or commitments to a contract in value greater than \$500 require board approval by majority vote prior to the purchase, service, or contract signing. All contracts must be signed by the President following Board approval.

The Director of Fields may hire personnel to perform these duties, subject to approval from the Board through majority vote. The Director of Fields may appoint a person or committee, with the approval of the Board, to help with the maintenance of the soccer fields and practice areas.

The Director of Fields Maintenance will complete an inventory at the end of each season, provide the Secretary with a copy, and report the inventory findings to the Board of Directors in the annual meeting. This inventory will include a budget for the following season.

Section 5. DIRECTOR OF FIELD OPERATIONS: The Director of Field Operations is responsible for the organization of field usage, including practice and game coordination and scheduling for all SCFC-sponsored teams or any organization that wishes to use any SCFC-owned or leased field, including adult leagues, tournaments, and other similar events. They shall be members of any committee appointed. The Director of Field Operations will assist the Director of Field Maintenance in the performance of these duties, particularly if the Director of Field Maintenance is absent or the position is vacant.



The Director of Field Operations is responsible for the organization of field usage, including practice and game coordination and scheduling for all sponsored teams or any organization that wishes to use any SCFC owned or leased field including adult leagues, tournaments, and other similar events.

The Director of Field Operations shall also be responsible for organizing and acquiring referees for league games and, when necessary, for tournaments.

The Director of Field Operations must obtain Board approval through majority vote for any requests by organizations or individuals who do not have approval to use a facility or field leased by SCFC and are interested in doing so.

The Director of Field Operations shall appoint a person or committee, with the approval of the Board, to help with organizing field usage and referees. The Director of Field Operations shall be a member of any committee appointed.

Section 6. DIRECTOR OF RECREATION: The Director of Recreation is responsible for organizing and managing the recreational program. This includes:

- Serving on the Team Formation Committee.
- Confirming each recreational team has the proper number of players and qualified coaches and that each team is formed in compliance with the rules established by ISA, and any similar organization to which SCFC is a member.
- Organizing and sponsoring "in season" clinics, practices, and training sessions for all recreational divisions; and,
- Establish an approval policy for recreational division teams to participate in tournaments to ensure each team is properly registered with an appropriate roster in compliance with the tournament rules.
- The Director of Recreation will establish the U6 & U8 game schedule each season and coordinate with other soccer associations as necessary for scheduling of games.
- Ensure all teams established by SCFC have coaches that meet the qualifications of the SCFC, ISA, IPSL, or any similar organization of which SCFC is a member.
- Verify that all coaches complete the necessary forms, including the volunteer disclosure form and background check.
- Confirm that all coaches complete an SCFC sponsored sportsmanship program at least once each year.
- Assist in planning and/or coordinating clinics and training sessions for coaches.
- Establish and recommend to the Board standards for coaches.
- Have each coach sign a code of conduct agreement each season.
- Organize at least one coaches meeting within 45 days in advance of each season. The Director of Recreation is responsible to confirm that each coach attends this meeting. The Director of Recreation is responsible for communication to the coaches regarding the coaches meeting. The Director of Recreation and President will prepare an agenda for the coaches meeting and obtain prior approval from the Board. The Director of Recreation will preside over the coaches meeting with the assistance of the President if requested.

The Director of Recreation will attend the Iowa Soccer meetings and serve as the SCFC representative at this meeting. The Director of Recreation may appoint someone to attend the Iowa Soccer meetings. A report of the Iowa Soccer meeting activities will be provided by the Director of Recreation to the SCFC Board of Directors at the next monthly meeting.

The Director of Recreation may appoint a person or committee, with the approval of the Board, to help with these activities. The Director of Recreation shall be a member of any committee appointed.

Section 7. Director of Marketing: The Director of Marketing position shall serve as the primary liaison between the SCFC Board of Directors and the public. Responsibilities include media contact, fundraising, newsletters and other members or public communications, and website organization, update, and support.

The Director of Marketing position is also responsible for establishing, organizing, and coordinating all SCFC fundraising activities subject to Board approval through majority vote.



The Director of Marketing position shall appoint a person or committee, with the approval of the Board, to help with these activities. The Director of Marketing shall be a member of any committee appointed.

Section 8. At-Large Board Member(s)

At-Large members shall attend meetings of SCFC members, special meetings, and meetings of the Board of Directors as full board member(s) with full board rights. There will be no At-large member(s) added until all director seats are filled.

Section 9. Duties of Positions for paid employees of SCFC who report to the Board of Directors

DIRECTOR OF SOCCER: This position is a paid position. Compensation shall be determined by a two-thirds vote of the Board of Directors. Contracts will be negotiated between the potential Executive Director and the Executive of the Board of Directors. All contracts need to be brought before the Board of Directors for approval.

STAFF COACHES: Coaching contracts will be negotiated between the potential paid coach, the Executive Director, and the President of the Board of Directors. All contracts need to be brought before the Board of Directors for approval.

REGISTRAR: This position is a paid position. Compensation shall be determined by a two-third vote of the Board of Directors

The Registrar is responsible for coordinating the registration for each soccer season, registering all players with the state association, and preparing a list of all players and teams for each season. This list will be delivered to the Secretary for records keeping.

The Registrar is responsible for establishing and determining the eligibility for scholarships and may request Board assistance, if necessary. Any scholarship program, including any subsequent changes, must be approved by the Board through majority vote. All participants in the scholarship program must be approved by the Board through majority vote before being accepted into the program.

The Registrar shall coordinate with the Director of Marketing to ensure the media and members are properly notified of registration dates and all necessary forms and information is available for registration.

The Registrar shall appoint a person or a committee, with the approval of the Board, to help with the duties of the Director of Registration. The Director of Registration shall work with any support person contracted with by the Board to coordinate registration. The Director of Registration shall be a member of any committee appointed.

ARTICLE VIII-INDEMNIFICATION

Section 1. Indemnification: The Corporation shall indemnify any person who was or is a party or witness or is threatened to be made a party or witness to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person (i) is or was a director or officer of the Corporation, or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent, partner or trustee (or in a similar capacity) of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent authorized by the Iowa Nonprofit Corporation Act and any other applicable law, as the same exist or may hereafter be amended or changed (but, in the case of any such amendment or change, only to the extent that such amendment or change authorizes the Corporation to provide broader indemnification rights than said law authorized the Corporation to provide prior to such amendment or change), against reasonable expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such claim, action, suit or proceeding or any appeal thereof;



provided, however, entitlement to such indemnification shall be conditional upon the Corporation being afforded the opportunity to participate directly on behalf of such person in such claim, action, suit or proceeding or any settlement discussions relating thereto, and with respect to any compromise settlement or other non-adjudicated disposition of any threatened, or pending claim, action, suit or proceeding, entitlement to indemnification shall be further conditioned upon the requirement that the Corporation shall have given its prior written consent to such compromise settlement or disposition.

Section 2. Compromise Settlement: Approval or disapproval of any proposed compromise settlement or disposition by the Corporation shall not subject the Corporation to any liability nor require indemnification or reimbursement of any party whom the Corporation would not otherwise have been required to indemnify or reimburse.

Section 3. Expenses: The right to indemnification conferred in this Article shall include the right to payment by the Corporation of expenses incurred in connection with any such claim, action, suit or proceeding in advance of its final disposition; provided, however, that the payment of such expenses incurred by the director or officer in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Corporation of a written undertaking, by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article or otherwise, along with a written affirmation by such director or officer of such person's good faith belief that such person has met the applicable standard of conduct necessary to permit indemnification by the Corporation pursuant to this Article or otherwise.

Except as to proceedings by or in the right of the Corporation against a person who is or was a director or officer of the Corporation, the indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, member vote or disinterested directors or officers, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office; provided, however, that in no event shall the Corporation provide indemnification for a breach of a director's or officer's duty of loyalty to the Corporation or its member(s), for acts or omissions of a director or officer not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the director or officer derives an improper personal benefit.

Section 4. Contract: The provisions of this Article shall be deemed a contract between the Corporation and each director or officer who serves in either such capacity at any time while this Article and the relevant provisions of the Iowa Nonprofit Corporation Act are in effect, and any repeal or modification of any such law or of this Article shall not affect any rights or obligations existing with respect to any state of facts then or theretofore existing or any claim, action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

This Article shall be applicable to all claims, actions, suits, or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the approval hereof by the member(s) of the Corporation. The right of indemnification provided for in this Article shall continue as to a person who has ceased to be director or officer, and shall ensure to the benefit of the heirs, executors, administrators and legal or person representatives of such a person. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer of the Corporation as to reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, a grand jury proceeding and any claim, action, suit or proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated, by the Iowa Nonprofit Corporation Act or any other applicable law.

Notwithstanding anything in this Article to the contrary, except with respect to proceedings initiated by a director or officer of the Corporation to enforce rights of indemnification to which such person is entitled under this Article or otherwise, the Corporation shall indemnify any such person in connection with a claim, action, suit or proceeding (or part thereof) initiated by such person only if the initiation of such claim, action, suit or proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.



The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 5. Insurance: The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee, agent, member or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article, the Iowa Nonprofit Corporation Act or otherwise.

Section 6. Funding: The Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or similar arrangements) to the extent permitted by the Iowa Nonprofit Corporation Act, as well as enter into contracts providing for indemnification to the fullest extent permitted by law and including as a part thereof any or all of the foregoing, to ensure the payment of such sums as may become necessary to effect full indemnification.

ARTICLE IX-MISCELLANEOUS PROVISIONS

Section 1. FISCAL YEAR: The fiscal year of the SCFC shall begin with August 1 each calendar year and end July 31.

Section 2. SUCCESSION OF DIRECTORS: Directors may succeed themselves in office from term to term or be elected to a different director's position. A person may hold only one director position at a time.

Section 3. COMPENSATION: There shall be no compensation paid to directors or committee members within their capacity, unless authorized by the Board of Directors.

Section 4. RULES OF ORDER: The procedure of all meetings shall be governed by Roberts' Rules of Order.

Section 5. CUMULATIVE VOTING: There shall be no right to cumulative voting in any election or vote of the members or Board.

Section 6. AMENDMENT OF THE BYLAWS: The Board of Directors shall establish and maintain these bylaws. The Directors shall review the bylaws annually in the July Board meeting to confirm these bylaws reflect the current state of the SCFC club.

Amendments may be made by the Board of Directors at any time. Any amendments or changes being made by the Board of Directors can only be approved by a two-thirds vote of the Board of Directors.

Amendment of the bylaws may also be made through special meetings by the SCFC members. In order to amend the bylaws, thirty-three percent (33%) of the SCFC members, in good standing, are required to participate, vote, and approve the amendment in the special meeting. A two-thirds majority vote of the quorum is required to support the amendment.

If amended, the President will sign and date the revised bylaws within thirty (30) days of the vote to amend or change the bylaws. A subsequent revision of the bylaws voids any previous versions of the bylaws. The Secretary will retain the current bylaws document signed and dated by the President.

Section 7. CLUB COLORS: The SCFC colors are black, white, gray, and teal. These uniform colors must be worn by players in age divisions U10 and above. Any change of club colors must be approved by the Board of Directors by two-thirds vote.



Section 8. CLUB UNIFORMS: The Board of Directors shall determine the colors and uniforms to be worn by teams representing SCFC in a league or tournament game. These uniforms must be worn by the SCFC sponsored team. Any violation of this requirement by a coach or team may be the subject of disciplinary action as the Board of Directors deems appropriate and provided by Article V, Section 10, Discipline.

Section 9. CONTRACTS WITH INDIVIDUALS, THE CITY OF ALTOONA, IOWA, OR OTHER SOCCER ORGANIZATIONS: The Board of Directors may contract for services with individuals, the City of Altoona, Iowa, or other soccer organizations as the Board determines will benefit the purpose of SCFC. SCFC has the right to enter into subleases. Any such subleases must be approved by the Board of Directors through majority vote and signed by the President. SCFC will require the lessee to obtain and keep in force medical and liability insurance that protects, indemnifies, and holds harmless SCFC and the City of Altoona before the lease agreement takes effect.

Section 10. SCHOLARSHIPS: The Board of Directors may establish a scholarship fund to provide financial assistance to area youth who are unable to participate in the activities of SCFC because of financial hardship. The Board of Directors shall establish the criteria for scholarships. The establishment of a scholarship fund should not jeopardize the financial stability of SCFC.

Section 11. TEAM FORMATION: The Director for Select and Director for Recreation will serve as the leader of the Team Formation Committee to include members of the board if requested. Any issues, disputes, or concerns regarding team formation will be presented to the Board of Directors for resolution through majority vote.

SCFC does not allow independently formed teams to join SCFC and play under the SCFC banner. The formation of teams is made up of players registered with SCFC and shall be done in accordance with the rules established by the Iowa Soccer Association and IPSL by the Board of Directors.

Recreational teams are formed by a random selection process. Any request presented by coaches or players to deviate from this selection process must be approved by the Team Formation Committee through majority vote.

Academy and Select teams are formed in accordance with the rules established by ISA and IPSL, respectively. Team formation for Academy and Select teams falls within the discretion of the Director subject to approval by the Team Formation Committee.

Section 12. Acceptance of Programs and Assets from Dissolving Organizations

In furtherance of its purpose, SCFC may accept the transfer of players, teams, programs, funds, equipment, intellectual property, and other assets from another soccer organization or nonprofit entity that is dissolving or ceasing operations, subject to approval by a two-thirds (2/3) vote of the Board of Directors.

The Board of Directors shall have sole discretion to determine which liabilities, if any, shall be assumed by SCFC as part of such transfer.

All accepted programs and participants shall thereafter operate under the governance, policies, bylaws, and procedures of SCFC.

Section 13. DOCUMENT RETENTION AND DESTRUCTION POLICY

This policy sets forth the standards and procedures for retention of Spring Creek FC (SCFC) documents. The intention of this policy is to ensure that SCFC documents are not improperly or prematurely disposed of. This policy seeks to give guidance to board members as to appropriate time frames and procedures under which SCFC documents may be properly disposed of.

Process for Disposal of Documents

SCFC board members are authorized to dispose of documents upon meeting the following criteria:



- The documents to be disposed of meet or exceed the time frames set forth for such documents in the applicable document retention table attached to this policy.
- The documents to be disposed of do not relate to or contain information regarding current, pending, or potential litigation involving SCFC.
- Documents containing player information or sensitive and/or confidential information must be shredded or otherwise rendered unreadable prior to disposal.

Under no circumstances shall any board member dispose of SCFC documents without following the above procedures.

Determination of Time Frames

The following table provides the minimum retention requirements unless contractual obligations dictate otherwise. If a board member seeks to dispose of certain SCFC documents that are not listed in this policy, no disposal of those documents shall be made prior to the establishment of a time frame for their disposal. That determination shall be reviewed and approved by the board President. Once approved, this policy must be modified to include the document, and it is agreed upon retention period.

Document Retention - Miscellaneous Documents

Type of Document	Minimum Requirement	Board Position	Fireproof and/or Electronic Storage
Accounts payable documents	7 Years	Treasurer	
Annual budget	4 Years	Treasurer	
Bank statements	4 Years	Treasurer	
Bank reconciliations	4 Years	Treasurer	
Checks	4 Years	Treasurer	
Duplicate deposit slips	4 Years	Treasurer	
Invoices	7 Years	Treasurer	
1099 forms	Permanently	Treasurer	
Year End financial statements	Permanently	Treasurer	
Tax returns and worksheets	Permanently	Treasurer	
Payroll documents and summaries	7 Years	Treasurer	
Insurance documents, claims, reports	4 Years	Secretary	
Insurance policies (expired)	3 Years	Secretary	
Insurance policies (still in effect)	Permanently	Secretary	
Contracts, leases (expired)	7 Years	Secretary	
Contracts, leases (still in effect)	Permanently	Secretary	



Correspondence (general)	3 months	Secretary	
Correspondence (legal)	Permanently	Secretary	
Correspondence (related to board investigations)	3 Years	Secretary	
Meeting minutes	3 Years	Secretary	
Player registrations	3 Years	Registrar	
Player medical forms	2 Years	DOC	
Player liability waiver	2 Years	DOC	
Players select/academy acceptance forms	2 Year	DOC	
Equipment inventories	3 Years	Secretary	
Bylaws	3 Years	Secretary	
Coaches Voluntary Disclosure	1 Year	Registrar	

ARTICLE X - PRESIDENT SIGNATURE

Adopted and approved as amended by the Board of Directors of Altoona Youth Soccer Association and signed and dated by the President.

A handwritten signature in blue ink, appearing to read "Abbey Strum". It is positioned above a solid horizontal line.

Abbey Strum, President

1/22/2026

Date



Amendments to the Approved By-Laws:

Date of Amendment	What was Amended	Reason for Amendment
2/1/22	Amended 2017 Bylaws to Current 2022	Yearly Review & Approval
8/14/23	Updated from SCFC/GPS to SCFC	Club name change
9/24/2025	Amended 2023 to Current 2025	Yearly Review & Approval
1/21/2026	Ammended 2025 to Current 2026	Verbage for unification