

BYLAWS OF THE  
JACKSON AREA HOCKEY ASSOCIATION



**Jackson Area Hockey Association 1300 W.  
North Street  
Jackson, Michigan 49203**

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The Jackson Area Hockey Association (JAHA) is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organization that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

## BYLAWS OF THE

### JACKSON AREA HOCKEY ASSOCIATION

**Mission Statement: Jackson Area Hockey Association aims to provide a positive and meaningful player environment that supports safety, competitiveness, and good sportsmanship. Our emphasis is centered on family, education, self-esteem, teamwork, and leadership for our players, coaches and our hockey families.**

#### ARTICLE I OFFICES

1. Principal Office. The principal office of the Association shall be in Jackson, Michigan or at such place within the state of Michigan as the Board of Directors may determine from time to time.
2. Other Offices. The Association may also have offices at such other places as the Board of Directors may from time to time appoint, or as the business of the Association may require.

#### ARTICLE II MEMBERS

1. Eligibility for Membership. To be eligible for membership in the Association, an individual must adhere to the registration regulations established by the Board of Directors. All Board members, Governors, coaches, assistant coaches, managers, players, and their parents/stepparents or legal guardians shall be considered members of this Association. Persons from the general public wishing to join may submit a written application to the Board of Directors for approval.
2. Membership Dues. The Board of Directors shall establish the initial and annual dues for membership (registration and monthly payment schedule) in the Association. The billing and collection of dues shall be in a manner prescribed by the Board of Directors.
3. Termination of Membership. Membership may be terminated by the Board of Directors by three quarters (3/4) majority vote of the entire Board on the occurrence of any of the following events:
  - (a) Failure to make payments when due.
  - (b) Failure to satisfy the requirements of section 2.1 of this article.
  - (c) Failure to adhere to the USA Hockey Participant Code of Conduct, Michigan Amateur Hockey Association Parent/Legal Guardian Code of Conduct Agreement, or MAHA Coaching Ethics Code Agreement.
  - (d) Conviction of a felony.
  - (e) Any conduct the Board deems is detrimental to the Jackson Area Hockey Association.
  - (f) The JAHA shall have the power to suspend any member for conduct detrimental to hockey either on or off the ice. Violations may result in disciplinary action.

(g) In order to preserve as far as possible the integrity of amateur hockey, any recourse to the courts or legal action by a member or individual before all of the rights of the Bylaws and rules of this Association shall have been exhausted, shall be ungentlemanly conduct entailing the immediate suspension and disqualification of any member or individual.

4. Annual Meeting. The annual meeting of the members shall be held on or about August 15. At each meeting, applications and nominations shall be accepted for Directors and any other business shall be transacted that may come before the meeting.

5. Special Meetings. Special meetings of the members may be called by the Board of Directors or by the president. Such meetings shall also be called by the president or secretary at the written request of not less than 10 percent (10%) of the members.

6. Place of Meetings. All membership meetings shall be held at the Association's principal office or at any other place determined by the Board of Directors and stated in the notice of the meeting.

7. Notice of Meetings. Except as otherwise provided by statute, written notice of the time, place, and purposes of a membership meeting shall be given not less than 10 days nor more than 60 days before the date of the meeting. Notice shall be given either personally by mail to each member at his or her last address as it appears on the books of the Association; or by posting at the Association's principal office; or by electronic mail to each member at his or her last e mail address as it appears on the books of the Association. Alternatively, notice may be published in the Association's newsletter, provided that the newsletter is published at least semiannually and is available to the members at the Association's principal office, not less than 10 days nor more than 60 days before the date of the meeting.

### **ARTICLE III BOARD**

1. General Powers. The business, property, and affairs of the Association shall be managed by the Board of Directors. All decisions of the Board are final. Any appeal of a decision of the Board of Directors shall be governed by the rules and regulations established by MAHA, in particular Section XVI of the Annual Guide (entitled, "Disciplinary Actions").

2. Number. There shall be nine (9) members of the Board of Directors each entitled to one (1) vote only when present. The elected members holding 3-year terms and one (1) appointed member (if needed) holding a one (1) year term.

3. Qualifications for Board Membership. Persons applying for a position on the Board, accepting nomination for election to the Board, or serving on the Board of Directors must meet the following qualifications:

- (a) They must be in a position to donate sufficient time to assure proper discharge of the duties and responsibilities incumbent upon their respective position.
- (b) They must not have another immediate family member serving concurrently on the Board. Immediate family is defined as one's spouse, parents, grandparents, children, grandchildren, siblings and immediate in-laws (mother-in-law, father-in-law, brother-in-law and sister-in-law). Adopted children and stepchildren also count as immediate family members.
- (c) They must be eighteen years of age or older.
- (d) They must be agreeable to serve.

4. Board Member Absences. A Board member that accumulates four (4) Absences within a twelve (12) month period or three (3) consecutive absences, excluding attendance at any special meetings, will be automatically suspended. The secretary, or agent of the Association having charge of the absentee records, shall report absences or suspensions to the Board of Directors. The suspended member shall have the right to appeal his or her suspension at the next regularly scheduled Board meeting. A Board member that accumulates four

A majority vote of the Board of Directors is necessary to reinstate the member of the Board of Directors to terminate the suspension. If the Board member does not appeal his/her suspension at the next regularly scheduled Board meeting or the appeal is denied, the Board member will be terminated from the Board immediately. Board members absence should be noted in the minutes. Board members should be aware that their absence from a meeting of the board does not relieve them of their duties. Nor does absence relieve the board member of the consequences of the actions of the board. A board member may be held liable for actions taken by a board even when that individual board member was not a participant in the deliberations or the vote. Note: If a board member notifies staff in advance that he/she will not attend a meeting, being "excused" does not alter the fact that the board member was absent. An absence is defined by a board member missing more than one-half of a scheduled meeting.

5. Tenure. Elected Directors shall hold office for a three (3) year term. Appointed Directors shall hold office for a one (1) year term. Staggered terms will be established during the year. Their term of office shall begin upon the April regularly scheduled Board of Director's meeting. Term completes upon instatement of new Board Members at April Board Meeting.

6. Resignation. A Director may resign at any time providing written notice to the Association. Notice of resignation will be effective on receipt or at a later time designated in the notice. A successor shall be appointed as provided in section 3.8 of the bylaws.

7. Removal. Any Director may be removed by a three-quarters majority vote of the entire remaining Board of Directors for cause as defined in section 2.3 of the bylaws.

8. Board Vacancies. A vacancy on the Board may be filled with a person selected by the remaining Directors of the Board. Each person so elected shall be a Director and complete the term of the replaced Director.

9. Regular Meetings. Regular meetings of the Board may be held at the time and place as determined by a Board resolution without notice other than the resolution. Board must post schedule on JAHA mastercalendar. Date changes must be approved by the board and be posted at least 30 days in advance.

10. Special Meetings. Special meetings of the Board may be called by the president or any two Directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Director at least three days before the meeting.

11. Statement of Purpose. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice for that meeting.

12. Waiver of Notice. The attendance of a Director at a Board meeting shall constitute a waiver of notice of the 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. In addition, the Director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

13. Meeting by Telephone or Similar Equipment. A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

14. Quorum. Six (6) of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board, unless as otherwise specified in these bylaws. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board. At all Board meetings, each member shall have one vote on any and all matters which come before the Board. In the case of a tie, the President shall have the tie breaking vote.

15. Consent to Association Actions. Any action required or permitted to be taken pursuant to Board authorization may be taken without a meeting if, before or after the action, all Directors consent to the action in writing. Written consents shall be filed with the minutes of the boards proceeding meeting. Votes taken by e-mail due to time constraints the votes will be noted in the proceeding meetings minutes.

16. Expenses. Each Director shall be reimbursed for actual expenses incurred by him or her in connection with his or her official association duties as long as such expenses are not excessive under Section 4941 of the Internal Revenue Code of 1986, as amended.

17. Validation of Meeting Defectively Called or Noticed. The actions taken at any meeting of the Board of Directors, however called or noticed or wherever held, are as valid as if they had been taken at a duly called or noticed meeting if a quorum is present and if, either before or after the meeting each of the Directors not present signs a waiver of notice or a consent to holding the meeting. All such waivers or consents shall be made part of the minutes of the meeting.

#### **ARTICLE IV ELECTION OF NEW BOARD MEMBERS**

1. Voting. Notice of Board vacancies and intention to accept applications and nominations at the annual meeting must be posted fourteen

(14) Days prior to the annual meeting. Any Board member will accept prior to or at the annual meeting nominations and applications for candidacy. Each member of the Association will have a vote; limited to one vote each for the mother and father of a registered player(s) regardless of number of players registered. All coaches, managers and board members are allowed one vote each. Voting shall be by secret ballot and held on multiple dates established by the Board of Directors with a minimum of two (2) hours on each date available for eligible voters to vote. The voting dates must be posted within twenty-four (24) hours of close of application process. The election must be completed within fourteen (14) days of close of application process.

2. List of Eligible Voters. The election committee shall compile a list of eligible voters, with the dates, times, and place of voting also announced. A copy of the information shall be made available to all eligible voters.

3. Election Results. The election committee will assign two tellers to count the votes at the close of the election period. The results shall be posted and communicated to the elected Board members within forty-eight (48) hours of the close of voting.

4. Tie Vote. In the event of a tie vote for the final vacancy, the members of the current Board, by secret ballot will, in the absence of any member involved in a tie, by a simple majority of those voting, decide who shall serve.

5. Records. Ballots and records shall be filed with the Secretary, or agent of the Association having charge of voting records, immediately after the election and shall be retained for a period of one (1) year.

## **ARTICLE V COMMITTEES**

1. General Powers. The Board, by resolution adopted by a vote of the majority of its Officers and Directors, may designate one or more committees, in addition to the standing committees listed in section 5.4, each committee consisting of one or more Directors. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designed by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Association's business and affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to:

- (a) amend the articles of Association.
- (b) adopt an agreement of merger or consolidation.
- (c) amend the bylaws of the Association.
- (d) fill vacancies on the Board.
- (e) fix compensation of the Directors for serving on the Board or on a committee.
- (f) recommend to members the sale, lease, or exchange of all or substantially all of the Association's property and assets.
- (g) recommend to the members a dissolution of the Association or a revocation of a dissolution; or
- (h) Terminate memberships.

2. Meetings. Committees shall meet as directed by the Board, and their meetings shall be governed by the rules provided in Article III for meetings of the Board. Minutes shall be recorded at

each committee meeting and shall be presented to the Board.

3. Consent to Committee Actions. Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents including email shall be filed with the minutes of the committee's proceedings.

4. Standing Committees.

(a) Program Committee. The committee is to be chaired by the Vice President and will include ACE Coordinator, MAHA Rep, Little Caesars Rep, and the JAHA Registrar. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: receive applications for coaching positions and recommend to the Board qualified candidates; apprise coaches on any changes of policy, rules or the like; appointment of coaches; appointment of Division Governors; responsible for proper team registration in MAHA, USA Hockey and Little Caesar's; instruct coaches on the duties and requirements of the Association, MAHA and USA Hockey; prepare a Coach's Handbook; administration of an annual Association Game Day; administration of an end of season JAHA Tournament; administration of the House team draft; assure teams are entered into the District Qualifying Tournament; establish generic criteria for tryouts and team selection and approve individual team processes; administer the process and assure teams are entered into the District Qualifying Tournament; participate and lead as necessary in the formation of ADM – Red, White and Blue 8U and 6U level as determined by the Board; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.

Player Registration and Evaluation are a subcommittee of the main Programs Committee. The duties of this subcommittee shall include, but are not limited to: establishing a public date, time and place where individuals may register to participate in the programs of the JAHA; establish and administer registration procedures; obtain necessary participant information such as proof of residency, birth certificate, permission to play from parent or guardian, and a permission slip for emergency medical attention; proper JAHA player registration for both House and Travel program participants; conduct player evaluations; and other such duties or actions as determined appropriate by the subcommittee, the president of the Association, or the Board of Directors.

Coach Evaluation is a subcommittee of the main Programs Committee. The duties of this subcommittee shall include, but are not limited to: preparing a written evaluation of each head coach at the completion of the season and filing a copy in the Association office; reviewing said document with the coach; and other such duties or actions as determined appropriate by the subcommittee, the president of the Association, or the Board of Directors.

(b) Coaches Education Committee. The committee is to be chaired by the ACE Coordinator. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: the appointment of an ACE Coordinator; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.

(c) Equipment Committee. The committee is to be chaired by the Equipment Coordinator. The committee chairperson will determine the size of the

committee. The committee duties shall include, but are not limited to: ordering of uniforms and socks for each House and Travel Division team; keep an inventory of all JAHA equipment; solicit bids for replacement equipment, present bids to the Board for discussion, and approval of expense; keep equipment in usable condition, take care of repairs; handle all issues regarding uniforms, equipment, repair, and report to the Board status, problems, costs; develop a list of approved apparel vendors and present to the Board for approval; maintain useable goalie equipment for each House, 6U, 8U, and Squirt Division team; approve all use of the JAHA logo; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.

- (d) Communication Committee. The committee is to be chaired by the Communication Coordinator. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: administering of the Association's web site and related electronic communication medium; administering the Association's newsletter (including approval prior to publication); administering the Association's bulletin board located at Association headquarters; administering team pictures (including solicitation of bids, schedule date and times of photographs, inform coaches and managers, schedule a reschedule date); report to the Board all ideas, plans, etc. for fund raising for the JAHA; suggest to the Board all plans, ideas, etc. for special activities; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.
- (e) Election Committee. The committee is to be chaired by a Board member. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: administering of the annual election of Board members which includes gathering of nominations, determination of eligible voters, distribution of ballots, counting of results, and publication of election results; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.
- (f) Ice Scheduling Review Committee. The committee is to be chaired by a Board member. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: a review of the ice schedule provided each team for compliance with guidelines set for the amount of hours to be allocated each team by the Board, a fair distribution of those hours by available time and day, and compliance with MAHA and USA Hockey rules on scheduling times by age division; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.
- (g) Bylaws Committee. The committee is to be chaired by a Board member. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: an annual review of the bylaws for the purpose of reviewing and improving; recommendations for revisions and amendments shall be submitted to the Board for consideration; and other such duties or actions as determined appropriate by the committee,

- the president of the Association, or the Board of Directors.
- (h) Grievance and Discipline Committee. The committee is to be chaired by a Board member. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: review of all disciplinary matters brought forward to the committee; determination, if any, of sanctions; reporting in writing the results of all meetings to the Board; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.
- (i) Referee Liaison Committee. The committee is to be chaired by a Board member. The committee chairperson will determine the size of the committee. The committee duties shall include, but are not limited to: establishing and maintaining a source for on ice officiating; if deemed appropriate, establishing and maintaining an agreement with an outside source for on ice officiating, to include pricing and acting as an intermediary between coaches and officials as needed; acting as an intermediary with the MAHA District 6 Supervisor of Officials, with the MAHA District Referee-in-Chief, and the USA Hockey Referee-in-Chief, as needed; and other such duties or actions as determined appropriate by the committee, the president of the Association, or the Board of Directors.

## **ARTICLE VI OFFICERS & DIRECTORS**

1. Number. The property and affairs of the Jackson Area Hockey Association shall be managed by the Board of Directors composed of ten (9) elected members, the immediate past President (optional) and one (1) member to be appointed to one (1) year terms of office by the Board of Directors. The nine (9) elected members of the Board of Directors shall be elected by the active membership. The officers shall be a President, a Vice President, a Communications Director, a Treasurer, and any other officers, as the Board deems appropriate. The officers will serve as the JAHA Executive Committee. The Board shall elect the president of the Association. The president shall be a voting member of the Board. The president shall appoint the remaining officers who shall be Board members and whose appointment to a particular office shall be subject to approval by a majority of the remaining Board members. These appointments must be made no later than the regularly scheduled Board meeting in May. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the Board to be executed, acknowledged, or verified by two or more officers.

2. Term of Office. Each elected officer shall hold office for a term of three (3) years beginning with the April Board meeting and ending when new board members are appointed following the April Board meeting when three (3) year term had been fulfilled. Appointed officers shall hold office for a term of one (1) year beginning with the April Board meeting and ending when new board members are appointed following the April Board meeting when one (1) year term has been fulfilled. An officer may resign at any time by providing written notice to the Association. Notice of resignation is effective on receipt or at a later time designated in the notice.

3. Removal. An officer appointed by the president and approved by the Board may be removed with or without cause by a unanimous vote of the remaining Board members. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

4. Vacancies. A vacancy in any office for any reason may be filled by the president and approved by the Board with any other Board member of the Association and such an appointment will last until the next May Board meeting.

### **Executive Board**

5. **President** - The president is the lead volunteer for the association. Their primary role is to preside over the board and ensure the association is following its mission statement and core values. The president leads the board by providing its members with a vision of what needs to be accomplished, goals for completing tasks and inspiration to encourage excellence out of each board member.

#### Job Duties

- Review, understand, and evaluate the association's needs
- Act as an association representative at the District and Affiliate level
- Teach board members, volunteers, staff and parents on the importance of age-appropriate programming and the American Development Model
- Support the Growth Coordinator and association's efforts for organic growth within the community
- Help organize functions to increase visibility of the association and the sport of youth hockey
- Delegate other duties as necessary within the scope of the association's by-laws
- Sign all Association documents and agreements on behalf of the Association
- Call Special Meetings as needed
- The right to attend and represent this association in other ice hockey meetings.
- The power to appoint standing committees of the association as may be required subject to approval of the Board of Directors.
- The power to appoint special committees as may be needed or requires from time to time.
- Member of Executive Board

6. **Vice President** - The main purpose of the Vice President is to act as support to the President and fulfill the duties of the President in his/her absence. Additionally, the Vice President's key role is to aid all board members and committees with their tasks as well as assist with the communication to the general association's membership.

#### Job Duties

- Plan, develop, and enforce club policies and bylaws
- Ensure organization is meeting its goals
- Preside over board meetings in the absence of the President
- Assist the President in any or all tasks
- Lead/attend committee meetings
- Identify candidates to serve as committee chairs
- Report to the board activities undertaken by any committees
- Review coaching candidates / selections with Hockey Director
- Review tryout results with Hockey Director
- Lead contact for recruiting and retaining volunteers
- Fulfill other tasks assigned by the association President or board as necessary
- Enforces payment schedule and communicates with teams when players are suspended due to overdue payment
- Member of Executive Board

7. **Treasurer** - The Treasurer is the principal financial and accounting officer for the youth hockey association. Their primary duties include overseeing the financial management and reporting for the association. In this role, the treasurer will draft and present an annual budget to the board, prepare relevant financial reports for scheduled board meetings and manage financial transactions for the association.

**Job Duties**

- Establish and submit a preliminary budget for board approval
- Oversee the approval and implementation of the annual budget
- Monitor revenue and expenditures against that budget on a monthly basis
- Issue, collect, process and record all checks and deposits
- Communicate with Marketing/Fundraising Coordinator to forecast projected essential or ancillary revenues
- Manage the registration fee collection as well all revenue streams associated with the operations of the association
- Document and report to the full board on a monthly basis with the association's financial status
- File proper paperwork with the IRS and state to help association secure:
  - o Taxpayer ID (Employer Identification Number)
  - o Incorporation
  - o 1099 & W2
  - o 501c(3) tax exempt status
  - o IRS 990
- Responsible for keeping financial records including accounts receivable and accounts payable and manage/reconcile bank accounts
- Serve as the primary contact with a professional financial advisor and/or advisors in regards to tax preparation, audits and investments
- Ensure that the external reporting to donors, association members and local regulators are completed on a timely basis
- Work with the board to develop bylaws and policies that match the needs for fiscal operations
- Other tasks assigned as necessary
- Member of Executive Board

8. **Communication Coordinator** - The communication coordinator maintains the administrative process of the organization. Their primary role includes being the focal point of communication to and from the club's board and its entire membership as well as being a thorough and accurate record keeper.

- Act as main point of contact between association membership and Board of Directors and any outside communications as required.
- Maintain association contact database.
- Review/Respond the JAHA email account.
- Maintain/Update JAHA social media accounts
- Prepare any print media, including but not limited to flyers, year books, event programs.
- Send out annual satisfaction surveys for board/coaches.
- Communicate upcoming meetings and meeting schedule
- Attend all board, executive and other meetings as requested
- Record and manage minutes from those at all board, executive board and other meetings as requested.
- Distribute board meeting agenda no less than 7 days prior to the board meeting.

- Distribute previous meeting minutes at least 48 prior to every meeting
- Ensure up-to-date by-laws and policies are distributed to association's Board
- Accurate organization of all documents relating to the association's and any administrative activities
- Serve as signing officer for certain documents according to bylaws
- Perform other duties assigned by the President or member of the board
- Member of Executive Board

## **DIRECTORS**

9. **MAHA Coordinator** - The MAHA Coordinator plays a vital role for a youth hockey association. This individual is responsible for ensuring that all MAHA business is communicated to the Association Board, Coaches and Managers.

### **Job Duties**

- Coordinate attendance at all MAHA related meetings and events.
- Provide monthly reports on MAHA activity and rule changes.
- Serve as primary JAHA contact for MAHA business.
- Ensure teams have all information, dates and documentation complete to entire districts.
- Ensure teams have all information, dates and documentation if needed to withdraw from districts.
- Review, Complete and Fwd by-laws to MAHA D6 Board of Directors.
- Review, Complete and Fwd affiliate agreement to MAHA D6 Board of Directors.
- Attend monthly MAHA meetings.
- Provide Board all MAHA related information from monthly meetings.
- Work with arena and referees to complete bid to host play-in, district and state tournaments.
- Complete/submit any needed Association exception forms.
- Must be familiar with MAHA D6 and state rules for players, teams, coaches.
- Coordinate all MAHA Tournament events for the association.

10. **Registrar** - The Registrar is one of the most important roles for a local association. This individual is responsible for the association's USA Hockey Registry and processing all members through the Registry. This process completes the USA Hockey registration for your members.

### **Job Duties**

- Create and maintain an active membership list
- Complete the registration process by claiming player, coach & volunteer memberships to your association through the Registry
- Create and manage updates for team rosters
- Work with team managers, coaches and program coordinators to collect necessary participation documentation
  - o Birth certificates
  - o Codes of conduct
  - o Consent to treat forms
- Monitor that all coaches, association leadership and volunteers are completing their SafeSport Training and background screening requirements
- Work in conjunction with your Hockey Development Coordinator and association leadership to ensure coaches are achieving their required Coaching Education Program

training and corresponding age-specific modules

- Ensure that registration and team structure requirements by the local Affiliate, District and USA Hockey are met
- Connect with the Associate Registrar to sanction any tournaments that your association hosts
- Help teams with travel requirements and necessary permits
- Maintain rosters for state and national bound playoff teams
- Run membership reports for association leadership
- Work with the Treasurer to make accurate records of registered members and incoming participation fees
- Work closely with the Growth Coordinator to track and help drive player retention and acquisition

11. **Operations Coordinator** - The Operations Coordinator's primary role is to lead maintain the association's master schedule and coordinate LCAHL activity. This person will also be responsible for organizing, maintaining and procuring equipment as needed including the yearly selection of uniforms.

#### Job Duties

- Maintain the master schedule of ice times for all leagues and division of this association
- Preparing and presenting of the Arena ice contract, by July 1st
- Maintain any extra ice of this association that is not used by any leagues or divisions.
- Coordinate attendance at all Little Caesars related meetings and events.
- Provide monthly reports on Little Caesars activity and rule changes.
- Serve as primary JAHA contact for Little Caesars business.
- Ensure all teams have appropriate Little Caesars binders and information
- Organizing and maintaining of all this associations equipment.
- Present at least three (3) jersey/sock proposals to the Board of Directors by June 1st
- The ordering of all this associations' jerseys and socks.

12. **Hockey Development Coordinator** - The Hockey Development Coordinator plays a vital role for a youth hockey association. This individual is responsible for ensuring that the on-ice product being offered is of the best possible quality. Besides making sure that coaches are teaching skills in a fun and engaging manner, the Hockey Development Coordinator needs to communicate the long term athlete focus being applied to both coaches and parents. The ability to apply and promote USA Hockey's age-appropriate recommendations is key to both player development and consumer satisfaction.

#### Job Duties

- Implement the developmental guidelines and training priorities of the American Development Model (ADM)
  - o Both on and off the ice
- Ensure proper instruction is being offered at each level
- Facilitates the recruitment of coaches
- Facilitates monthly coaching meetings
- Coordinate with coaching staff on completing appropriate USA Hockey
  - o Coaching Education Program certification level
  - o Background screening
  - o Online age-specific module training
  - o Safe Sport training

- Coordinate Developmental Opportunities for the Association
  - o Off Ice Training Program
  - o Power skating sessions/clinics
  - o Goalie training/clinics
  - o Strength & Conditioning planning
- Implement ongoing education & training programs (teambuilding, practice plans, small games, etc.)
- Attend and evaluate skills sessions, practices and games for all levels of play
- Responsible for communicating with parents regularly on the development plan being implemented
- Act as the main conduit between the hockey program and it's board, coaches and parents

13. **SafeSport / ACE Coordinator** - The association SafeSport / ACE Coordinator is the person responsible for handling reports from members in the program. While working with the Affiliate SafeSport Coordinator, help review and/or investigate the allegations and provide final results. This person is also responsible for ensuring coaches are on track to fulfill all Coaching Education Program requirements.

Along with handling reports and inquiries from association members and Affiliate/USA Hockey leaders, this individual will help provide guidance to association leadership on how to handle disciplinary matters and ensure the coaching staff is doing their best for JAHA Players.

**Job Duties**

- Take calls and respond to verbal and written reports from members or others regarding allegations of misconduct
- Understand the complaint reporting procedures and structure within USA Hockey
- Provide assistance in handling or investigating reports from USA Hockey or the Affiliate SafeSport Coordinator
- Track and maintain filing system for all SafeSport Reports
- Take the lead on all investigations and provide regular updates to all relevant parties on progress and status of complaints, investigations, hearing procedures, appeals and final resolutions
- Communicate effectively and efficiently with members and volunteers via telephone and e-mail
- Coordinate, oversee and monitor status of background screening program for coaches, officials and volunteers
- Work with the Hockey Development Coordinator, Registrar and President to make sure all coaches, volunteers, officials and association leadership have a completed their SafeSport training or recertification
- Connect with participants and parents on the value of the SafeSport Program
- Serve as communication link between JAHA and USA Hockey's Coaching Education Program.
- Assist in developing a well-trained coaching staff, help your coaches manage their CEP requirements.
- Promote and facilitate other USA Hockey programs such as the ADM, the Red, White and Blue Program (Cross-ice / Skill Development, Parent Education, and the Player Development Program.

14. **Sponsorship Coordinator** - The sponsorship coordinator is responsible for securing sponsorship for all teams, special events and association tournaments throughout the year.

#### Job Duties

- Prepare travel and house sponsor contracts and present to the Board of Directors by May 1st
- Recruit all sponsors deemed necessary by the Board of Directors
- Organize and carry out all sponsor acknowledgements, including invoices and any contract agreements.
- Ensure all events such as development jamborees have sponsors .
- Ensure all association sponsored tournaments including district and state tournaments have sponsorship.
- Work with sponsors to help keep player cost to a minimum.

15. **Growth Coordinator** - The Growth Coordinator's primary role is to lead growth opportunities for the local association. This individual will accomplish this duty by committing to USA Hockey's 2 and 2 Challenge and following this comprehensive growth program.

By participating in this program, at minimum this leader will organize the association's participation in Welcome Back Week, a national Try Hockey For Free Day and hosting a Transition Program.

#### Job Duties

- Help acquire and retain youth hockey players in the 4 to 8 year old age group.
- Coordinator the components of the 2 and 2 Challenge
- Liaison between the board and USA Hockey's Program Services department
- Have a presence at community activities
- Communicate with parents to maximize program satisfaction
- Coordinate loaner equipment availability
- Recruit volunteers to assist with growth initiatives.

### **ARTICLE VII ASSOCIATION DOCUMENT PROCEDURE**

All association documents (including, agreements, insurance and annuity contracts, checks, notes, disbursements, loans, and other debt obligations) shall not be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these bylaws.

### **ARTICLE VIII INDEMNIFICATION**

8.0 **Non-derivative Actions.** Subject to all of the other provisions of this article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Association). Such indemnification shall apply only to a person who was or is a Director or officer of the Association, or who was or is serving at the request of the Association as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic Association, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the

Association or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the Association or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

1. Derivative Actions. Subject to all of the provisions of this article, the Association shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor because (a) the person was or is a Director or officer of the Association or (b) the person was or is serving at the request of the Association as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic Association, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members. However, indemnification shall not be made for any claim, issue, or matter in which such person has been found liable to the Association unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

2. Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 8.1 or 8.2 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

3. Contract Right: Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a Director or officer as an employee or agent of the Association as well as in such person's capacity as a Director or officer. Except as provided in section 8.3 of this article, the Association shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.

4. Determination That Indemnification Is Proper. Any indemnification under sections 8.1 or 8.2 of this article (unless ordered by a court) shall be made by the Association only as authorized in the specific case. The Association must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 8.1 or 8.2, whichever is applicable. Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.
- (c) By independent legal counsel in a written opinion.

5. Proportionate Indemnity. If a person is entitled to indemnification under sections 8.1 or 8.2 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Association shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

6. Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 8.1 or 8.2 of this article may be paid by the Association in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Association. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

7. Non-exclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Association. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

8. Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association 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 Association.

9. Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a Director or officer and shall pass to the benefit of the heirs, executors, and administrators of that person.

10. Insurance. The Association may purchase and maintain insurance on behalf of any person who (a) was or is a Director, officer, employee, or agent of the Association or (b) was or is serving at the request of the Association as a Director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the

Association would have power to indemnify against such liability under this article or the laws of the state of Michigan.

11. Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Association and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Association to provide broader indemnification rights than such provisions permitted the Association to provide before any such change.

## **ARTICLE IX COMPENSATION**

When authorized by the Board, a person shall be reasonably compensated for services rendered to the Association as an employee, agent, or independent contractor, except as prohibited by these bylaws.

## **ARTICLE X**

## **FISCAL YEAR**

The fiscal year of the Association shall end on May 31. Budget planning March/April. Budget approval at May meeting.

## **ARTICLE XI ELECTIONS**

Elections of the new Board members to replace present members whose terms are expiring and to fill vacancies shall be no later than the third week of April of each year.

## **ARTICLE XII AMENDMENTS**

1. Revision to Bylaws. The Board of Directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by approval of two-thirds (2/3) of all Directors (i.e.: two-thirds of nine (9) is six (6)), if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for such meeting of the Board.

2. Frequency of Revision. Once an amendment or repeal has been voted upon by the Board, action on that same amendment or repeal shall have a twelve-month waiting period prior to being brought before the Board for reconsideration.

## **ARTICLE XIII RULES OF ORDER**

"Roberts Rules of Order" shall be the parliamentary authority for all matters of procedure not specifically covered by these bylaws.

## **ARTICLE XIV OFFICIAL NAME AND REGISTRY**

The name and logo cannot be modified or used by members of the Association without the approval of the board.

## **ARTICLE XV NAME**

The name of the Association shall be "The Jackson Area Hockey Association" and may be referred to as "JAHA".

## **ARTICLE XX ITEMS FOR BOARD CONSIDERATION**

Items that have been brought before the Board for consideration where a motion and vote are taken shall have a twelve-month waiting period prior to being brought before the Board for reconsideration unless two-thirds of all Directors agree to reconsider.

## **ARTICLE XXI DISSOLUTION AND DISTRIBUTION OF ASSETS**

If termination of existence becomes necessary, the current Board will provide a procedure for dissolution and distribution of assets, if any. Said procedure for dissolution shall be communicated to each member of the Association either personally by mail to each member at his or her last address as it appears on the books of the Association; or by posting at the Association's principal office; or by electronic mail to

each member at his or her last e mail address as it appears on the books of the Association. Alternatively, notice may be published in the Association's newsletter, provided that the newsletter is published at least semiannually and is available to the members at the Association's principal office.

## **ARTICLE XXII CONFLICT OF INTEREST**

22.1 Purpose. To The purpose of the conflict on interest policy is to protect the Jackson Area Hockey Association's interest(s) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Association and/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.

### 22.2 Definitions.

- (a) Compensation. 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. A person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

Excess Benefit Transaction. An excess benefit transaction is a

- (b) transaction in which an economic benefit is provided by the Association, directly or indirectly, to or for the use of a disqualified person, and the value of the economic benefit provided by the organization exceeds the value of the consideration received by the organization. If the Association makes a grant, loan, payment of compensation, or similar payment to a substantial contributor of the organization, the arrangement is an excess benefit transaction. The entire amount of the payment may be taxable as an excess benefit.
- (c) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: an ownership or investment interest in any entity with which the organization has a transaction or arrangement, a compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.
- (d) Interested Person. Any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined above, is an interested person.

3. 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 to the members of committees with governing Board delegated powers considering the proposed transaction or arrangement.

4. 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 governing 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.

5. Procedures for Addressing the Conflict of Interest.

- (a) An interested person may make a presentation at the Board of Directors and at a 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 President of the Board of Directors or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the Board of Directors or committee shall determine whether the Organization 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.

- (a) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterest directors whether the transaction or arrangement is in the organization'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.

Signed – JAHA BOARD

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_____	_____
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