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## **ARTICLE I. ASSOCIATION NAME**

### **Section 1. NAME**

The name of this association shall be Rockford Hockey Association, hereinafter referred to as RHA, or the Association, or Rockford Hockey, or Rams Hockey.

### **Section 2. REGISTERED ADDRESS**

The address of this association is:

Rockford Hockey Association  
P.O. Box 747  
Rockford, MI 49341

### **Section 3. NON\_DISCRIMINATION POLICY**

It is the policy of RHA to provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin .

### **Section 4. PURPOSE**

RHA is a non-profit association operating youth hockey and skating programs for the benefit of people in the local community. The purposes of this association are:

1. To develop character, sportsmanship, and physical fitness among the youth in the local community.
2. To promote, encourage, and improve the standard of amateur ice hockey.
3. To associate with other ice hockey program associations.
4. To conduct an amateur hockey program consistent with the rules and regulations of the Michigan Amateur Hockey Association (MAHA) and USA Hockey.
5. To perform or participate in other activities that will reach these objectives.

## **ARTICLE II. MEMBERSHIPS**

### **Section 1. ELIGIBILITY FOR MEMBERSHIP**

Any person who falls within one of the classes of membership described below shall be eligible for membership in RHA.

## Section 2. CLASSES OF MEMBERSHIP

- A. Player Members: Each registered player in the Association who meets the eligibility requirements of the current Rules and Regulations of THA is considered a Player Member.
- B. Regular Members: Parents of guardians of Player Members are considered Regular Members.
- C. Supporting Members: Supporting Membership is conferred by the Board of Directors on persons who wish to serve (or continue to serve) the Association in some capacity, but who do not have children as Player Members and are thus not eligible to be Regular Members.

## Section 3. TERM OF MEMBERSHIP

Player membership or regular membership is conferred at the time a registration form for the current year, together with any fees due at that time, is received by the Treasurer. Supporting membership is conferred at the discretion of the Board. Membership ends on the next August 31.

## Section 4. MEMBER TERMINATION/REGISTRATION

Membership in RHA may be terminated under the following circumstances:

- A. Upon receipt by the Board of Directors of the written resignation of the member.
- B. Upon default in the payment of annual dues or fees for more than 30 days past the due date of such fees/assessments. Failure to comply with this section shall result in immediate suspension and shall remain in full effect until such a time as there is full compliance.
- C. Upon a determination by two-thirds (2/3) of the Board of Directors that an action or course of conduct by such member is inimical to RHA or its membership, or inconsistent with the objectives, purposes and/or Rules and Regulations of RHA.

## Section 5. AFFILIATION

All Registered Members of RHA, as defined by USA Hockey, Inc., as a condition of membership in good standing with RHA, shall also be Registered Participant Members in good standing with MAHA and USA Hockey, Inc.

## Section 6. PREEMINENCE

RHA shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MAHA and USA Hockey, Inc., and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of RHA. Further, RHA shall assist in the administration and

enforcement of the provisions of the By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MAHA, within and upon its Members and/or within its jurisdiction.

#### Section 7. INDEMNITY

RHA shall indemnify and hold harmless MAHA, the Board of Directors of MAHA and each member thereof, the Executive Committee of MAHA and each member thereof, councils and committees of MAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of MAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of RHA, except to the extent (i) that MAHA or its aforementioned representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules, or decisions of the Board of Directors of MAHA. Further, RHA shall acknowledge that MAHA and its aforementioned representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this Section.

### **ARTICLE III. MEMBERSHIP MEETINGS**

#### Section 1. ANNUAL MEETINGS

Annual Meetings of the entire membership shall be held each year at such time and place as shall be designated by the Board of Directors. The Secretary shall circulate a written notice of the Annual Meeting among the membership at least fifteen (15) days prior to the date of such meeting. Publication by posting a local ice arenas, or by electronic mailing, or by posting to the RHA website, or by publication on an RHA newsletter (should one exist) shall be adequate notice, provided time constraints are met. Such notice shall specify the time and place of said meeting, and may indicate such matters as the Secretary anticipates will be presented at the meeting for consideration. Failure to indicate all matters which may ultimately be presented for consideration shall not affect or hinder the actual proceeding.

#### Section 2. SPECIAL MEETINGS

Special meetings of the members may be called at the discretion of the President and any two (2) members of the Board of Directors, or upon written demand signed by not less than twenty (20) percent of the Regular and Supporting Members in good standing. In the latter case, the demand shall be submitted to the

Secretary at least thirty (30) days prior to the date of the meeting being called for and shall state briefly the purpose(s) of such a meeting. The Secretary shall then notify the Membership at least fifteen (15) days prior as required by Section 1 above.

**Section 3. MEMBERSHIP LISTS FOR ANNUAL AND SPECIAL MEETINGS**

The Secretary shall prepare and have available at every Annual and Special Meeting a complete record of the members entitled to vote.

**Section 4. VOTING RIGHTS AND REPRESENTATION**

At any Annual or Special Meeting, as provided in Sections 1 and 2 above, all Regular Members shall be entitled to one (1) vote per Player Member, and all Supporting Members shall be entitled to one (1) vote. No proxy voting will be allowed.

**Section 5. RULES OF ORDER**

The President shall preside at all Annual and Special Meetings, and shall act as Chairman of such meetings. The Secretary shall act as secretary of any such meeting, but in her/his absence, the Chairman may appoint a person to act as secretary for that meeting.

**Section 6. QUORUM**

At any Annual or Special Meeting, as provided in Sections 1 and 2 above, the presence of ten (10) percent of the Association's current Regular and Supporting Members shall constitute a quorum. Meetings at which less than a quorum is represented shall be adjourned until a later date. The provisions for notification in Section 1 above shall be used to notify the Membership of the new meeting date and location.

**ARTICLE IV. BOARD OF DIRECTORS**

**Section 1. SPAN OF CONTROL**

The business affairs and property of RHA shall be managed and controlled by a Board of Directors consisting of elected officers as set forth in Article V.

**Section 2. PROCEDURE**

All meetings shall be governed by rules set out in the latest edition of "Robert's Rules of Order".

**Section 3. REGULAR DIRECTOR'S MEETING**

The Board of Directors shall hold no fewer than regular monthly meetings at a time and place the Board shall determine. Written notice of the times and places of the Board meetings shall be provided by posting such written notice at local ice

arenas, publication in a RHA newsletter (should one exist), or by posting to the RHA website, or by electronic mailing; at least five (5) days prior to the date of such meeting.

#### Section 4. SPECIAL DIRECTOR'S MEETING

Special Meetings of the Board of Directors may be called at any time by the President or by any two (2) Members of the Board. Written or verbal notice, seven (7) days in advance, shall be provided to all incumbent Board Members by the Secretary.

#### Section 5. QUORUM

At least a majority of the Board Membership must be present to validly conduct corporate business.

#### Section 6. VALIDITY OF BOARD ACTIONS

The acts of a majority of the Directors present at any meeting at which a quorum of the Board is present shall constitute official acts of the Board. Additionally, if a majority of the Directors shall severally or collectively consent, in writing, to any action to be taken by RHA, such action shall be valid as though it had been authorized at a meeting of the Directors.

#### Section 7. ORDER OF BUSINESS

The order of business for meetings of the Board of Directors shall be as follows:

1. Roll call of the Board of Directors
2. Minutes of the previous meeting
3. Open Membership Forum
4. Committee Reports
5. Director Reports
6. Old Business
7. New Business
8. Communication
9. Adjournment

#### Section 8. LIMITED LIABILITY

No Director shall be liable in any manner for any debts or obligations of the Association and shall not be subject to any manner of assessment by virtue of his/her membership.

#### Section 9. RESIGNATION

Any member of the Board of Directors may resign and/or withdraw from membership in the Association at any time, upon written notice of his/her desire to do so delivered to the President or Secretary of the Association.



Section 10. EXPULSION

Any Director shall be subject to removal upon missing three (3) consecutive regular meetings of the Board within a fiscal year without due cause, or for failure to discharge the normal duties of a Board Member, or for conduct detrimental to the Association, after due notice and opportunity for a hearing, by a vote of two-thirds (2/3) of the Board of Directors at any regular or special meeting.

The Secretary shall provide at least ten (10) days notice to the person to be expelled and to the members of the Board prior to the regular or special meeting at which the matter is to be resolved. The person shall be offered an opportunity to be heard at the meeting and to present others to testify in his/her behalf, prior to any final disposition by the Board.

The ruling of the Board of Directors is considered final and binding. Anyone not abiding by the decision of the Board is subject to loss of membership.

Section 11. VACANCIES IN OFFICE

If the office of any Director shall become vacant by reason of death, resignation, disqualification, or otherwise, the remaining directors may, at any regular or special Board meeting, by a majority vote, appoint a successor, from the membership, to serve the remainder of such Director's term until a successor is duly elected and qualified.

Section 12. BOARD INDEMNIFICATION

The association shall indemnify its Directors as follows:

1. Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party, or in which he/she may become involved, by reason of his/her being or having been a Director or agent of the Association or is or was serving at the request of the Association as a Director or agent of the association, partnership, joint venture, trust, or enterprise, or any settlement thereof, whether or not he/she is a Director or agent at the time such expenses are incurred, except in such cases wherein the Director or agent is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties, or is in violation of federal, state or local law; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

2. The Association shall provide to any person who is or was a Director or agent of the Association or is or was serving at the request of the Association as a Director or agent of the Association, partnership, joint venture, trust, or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.
3. The Board of Directors may, in its discretion, direct the purchase of liability insurance at RHA's expense. If additional liability insurance is purchased, MAHA shall be named as an additional insured thereof.

## **ARTICLE V. OFFICERS**

### **Section 1. ELECTIVE OFFICERS**

The elected officers of RHA then constituting the Board of Directors shall be a President, Vice President/General Manager, Secretary, Treasurer, Registrar, Coaching Commissioner, and three (3) Members at Large. These officers shall be elected by the membership, according to the procedures established in Article VIII, Section 3. All Board positions will be filled by a vote of all Regular and Supporting Members.

No two (2) offices of RHA may be held by the same person.

No officer shall execute, acknowledge or verify any instrument in more than one (1) Association capacity.

The officers shall hold office for terms of two (2) years as set forth in Article V, Section 10. Officers may stand for re-election to the same office.

An officer may be removed by unanimous consent of the other Board members when, in their judgment, the best interests of RHA shall dictate. Officers shall serve without compensation, except for reimbursement of expenses actually incurred in connection with RHA business, at the discretion of the Board.

Each elected officer shall maintain and monitor a valid electronic mail or equivalent account, and provide the electronic address of said account to RHA.

### **Section 2. ELIGIBILITY**

No person other than a Regular or Supporting Member shall hold an elective office. Termination of membership in RHA will automatically terminate the holding of any elective office, leaving that office vacant (see Article IV, Section 11). To hold the office of President, the member must have previously served in some capacity as a Board member. In the event that no candidate for President has the required experience, the previous Board experience requirement shall be

waived and/or if no current board member is willing to run against the incumbent, the previous Board experience requirements shall be waived.

### Section 3. PRESIDENT

The President shall preside at all meetings of the Board, shall chair the Annual Meeting and any Special Meetings, shall be the Chief Executive Officer of RHA, shall sign all RHA contracts and obligations along with the Secretary, and shall be an ex-officio member of all committees and boards appointed by the Board of Directors. The President shall prepare the annual report (see Article X, Section 6) for presentation to the general membership at the Annual Meetings.

### Section 4. VICE PRESIDENT/GENERAL MANAGER

The Vice President/General Manager shall be the Chief Operating Officer of RHA. The Vice President/General Manager shall preside at all Board and Membership meetings in the absence of the President. The Vice President/General Manager is responsible for locating, and contracting for, the ice time requirements for the entire Association. The Vice President/General Manager is also ultimately responsible for allocating and scheduling the ice time among the various divisions, with the advice and consent of the Board.

The Vice President/General Manager shall perform other duties from time to time as may be delegated by the President.

### Section 5. SECRETARY

The Secretary shall keep the minutes of all membership and Board meetings in writing, and shall retain the official copies of said minutes as a permanent record. The Secretary shall establish and attend to the permanent record keeping of all RHA contracts, formal agreements and other documents as directed by the Board, at the expense of RHA. The Secretary shall attend to the giving and receiving of all notices of RHA, and shall sign, with the President, all contracts authorized by the Board of Directors, unless the signature of such contracts is otherwise determined by the Board. The Secretary shall recommend to the Board an editor to oversee the production of a RHA newsletter. The Secretary shall have charge of the membership books and such other books and papers as the Board of Directors may direct, all of which shall, at all reasonable times, be open to the examination by any director, Regular Member, or Supporting Member. In addition, the Secretary shall perform such other duties as may be delegated by the Board of Directors.

### Section 6. TREASURER

The Treasurer shall have custody and keep accounts of all money, funds, and property of RHA, unless otherwise determined by the Board. The Treasurer shall

render such accounts and present statements to the directors and the President as may be required. The Treasurer shall deposit all RHA funds which may come into her/his hands into such bank or banks as the Board shall designate. The Treasurer shall keep all accounts in the name of Rockford Hockey Association, and shall exhibit the books of account at a mutually agreeable time and place upon request of any RHA Board member. The Treasurer shall cooperate with the Registrar to solicit and gather membership information and fees. The Treasurer shall be required to give bond for faithful performance of her/his duties in such sum as the Board may determine, at the expense of RHA. The Treasurer shall be responsible for preparation of the RHA budget, to be approved by the Board, and shall be responsible for preparation of all financial statements and annual reports.

#### Section 7. REGISTRAR

The Registrar is charged with the annual membership drive and with the proper registration of all RHA teams with MAHA, USA Hockey, Little Caesar Amateur Hockey League, West Michigan JV Hockey League and ADRAY (as applicable). In fulfilling these duties, the Registrar shall propose to the Board each spring the fee structure (determined with the Treasurer and approved by the Board, based on the budget). Following adoption of proposed fees, the Registrar and/or Secretary shall distribute registration information to the general membership, and shall collect registrations from the membership. The Registrar shall assist the Secretary in maintaining the proper names in the Association mailing (or electronic mail) list. The Registrar shall promptly turn over to the Treasurer all monies collected, which shall always be payable to RHA, never to a specific individual. The Registrar shall indicate registration requirements for all teams and players, and shall work with the appropriate USA Hockey and/or MAHA Sub Registrar to validate the registrations of all RHA teams. For the purpose of soliciting new members, the Registrar may request that RHA obtain a communication service, to be listed under the Association name, and all expenses thereof to be paid by the Association.

#### Section 8. MEMBER(s) AT LARGE

The Members at Large (MALs) are responsible for being the association liaisons between the Board and its voting members, and for administration of the RHA Learn-to-Skate, RHA Learn-to-Play/Instructional Program, and RHA "C" Recreational League. The MALs shall perform other duties from time to time as me be assigned by the President.

#### Section 9. COACHING COMMISSIONER

The Commissioner's responsibility is to maintain liaison communication and oversight with RHA's coaching staff. The Commissioner shall provide to the coaching staff ongoing information received from the MAHA / ADRAY /

LCAHL / WMJVHL League representatives(s). The Commissioner has the responsibility to hear coaching grievances and has the authority to administer disciplinary actions per appropriate league guidelines to the coaching staff and personnel when applicable. The Commissioner shall make Head Coach recommendations annually for Board approval. The Commissioner will oversee the player evaluation process (C, B, A and AA levels), and will appoint a coaching staff to conduct those evaluations. The Commissioner is responsible for the Association equipment inventory. The Commissioner shall make equipment purchase recommendations to the Board when necessary. The Commissioner shall make arrangements for off-season storage of Association equipment. The Commissioner has the authority to arrange for equipment repair when necessary. The Commissioner shall perform other duties from time to time as may be assigned by the President.

#### Section 10. TERM OF OFFICE

Directors shall be elected by the Members at the Annual Membership Meeting to a two (2) year term of office and until the Director's successor is elected and qualified, or until the Director's death, resignation, or removal. The President, Treasurer, Coaching Commissioner and one (1) Member at Large shall be elected in even numbered years. The Vice President/General Manager, Registrar, Secretary, and two (2) Members at Large shall be elected in odd numbered years.

### **ARTICLE VI. COMMITTEES**

#### Section 1. EXECUTIVE

The Executive Committee shall consist of the elected Directors as given in Article V. This is the only standing committee within RHA.

#### Section 2. AD HOC

The President or the Board of Directors may appoint Ad Hoc committees as they may from time to time deem necessary. Such committees shall expire when their express purpose is fulfilled, or at the end of the fiscal year in which they are appointed.

### **ARTICLE VII. RULES AND REGULATIONS**

#### Section 1.

The Board of Directors shall adopt, and amend as necessary, official Rules and Regulations of RHA.

Section 2. ABUSE

RHA shall adopt policies prohibiting sexual and physical abuse which meet certain minimum criteria established by MAHA and USA Hockey, Inc. (subject to any contrary requirements contained in Michigan or local law applicable to RHA).

Section 3. “C”, “BB” AND “B” LEVEL DRAFTS

- A. “C”, “BB” or “B” Team drafts shall be conducted by the RHA Hockey Operations Leader or Coaching Commissioner preferably with the assistance of the Head Coach from each team involved.
- B. Within all “C”, “BB” or “B” classifications with more than one team, a capability assessment shall be held and players shall be ranked within their age classification as follows:
  - “1” (Accomplished Capability)
  - “2” (Average Capability)
  - “3” (Beginning Capability)
- C. The capability assessment date, location and time shall be announced on the RHA website at least two weeks prior to the start of the season.
- D. For “B” Teams whereby more than one team exists within an age classification, a draft shall occur following the capability ranking, as follows:
  - i. If a team’s Head Coach has son(s) or daughter(s) participating in the draft, he or she shall have the option to place their son(s) or daughter(s) on the team they will be coaching as the first player(s) chosen.
  - ii. With player names undisclosed, designated goaltenders shall be divided equally to teams as the next players chosen.
  - iii. With remaining player names undisclosed, players in their final year of eligibility within an age classification with a capability of “1” shall be divided equally among all teams. This process shall then be repeated for final year capability “2” players, and then final year capability “3” players. The maximum number of final year players shall not exceed to following ratios without MAHA approval:

# of Players on Team	20	19	18	17	16	15	14	13	12	11	10
Max Final Year Players	13	12	11	10	10	9	9	8	8	7	6

- iv. With names undisclosed, all remaining players with a capability of “1” shall be divided equally among all teams. This process shall then be repeated for capability “2” players, and then capability “3” players. All players shall be assigned to a team.
- E. For “C” or “BB” teams, a draft shall occur following the capability assessment process, as follows:
  - i. If a team’s Head Coach has son(s) or daughter(s) participating in the draft, he or she shall have the option to place their son(s) or daughter(s) on the team they will be coaching as the first player(s) chosen.
  - ii. With player names undisclosed, designated goaltenders shall be divided equally to teams as the next players chosen.
  - iii. With remaining names undisclosed, all players with a capability of “1” shall be divided equally among all teams. This process shall then be repeated for capability “2” players, and then capability “3” players. All players shall be assigned to a team.
- F. Intent to hold a “C”, “BB” or “B” draft shall be submitted to the MAHA District Six (6) Council Chairperson or designated representative, including the date, time and location of the draft, at least two weeks prior to execution of the draft but not later than August 15<sup>th</sup> of the current season.
- G. Any player who registers after draft completion shall be assigned to the team with the fewest players and/or the team that needs the most support. The final decision shall be made by the RHA Hockey Operations Leader or Coaching Commissioner.
- H. Parental requests pertaining to not playing for a specific coach, playing on a specific team for transportation reasons or playing on a specific team when siblings are in the same age classification must be submitted in writing by the parent(s) to RHA at least one week prior to the “C”, “BB” or “B” Team draft. These requests may or may not be honored, but all requests shall be administered on a consistent basis.
- I. Registration lists shall be held by the RHA Registrar. All players registering after the maximum number permitted shall be placed on a waiting list.

- J. Any RHA Member desiring to change the “C”, “BB” or “B” Draft Procedure shall submit a written request to the RHA Board of Directors at least four weeks prior to the date set for that season’s draft. The RHA Board of Directors shall have the final authority to settle any and all disputes.

## **ARTICLE VIII. ELECTION OF OFFICERS**

### **Section 1. NOMINATIONS**

After the last Board meeting prior to February 1 of each election year, the President shall appoint a Nominating Committee of at least three (3) Regular or Supporting Members for the purpose of nominating candidates for RHA elective offices. The Committee shall endeavor to nominate two (2) or more candidates for each elective office, but must nominate at least one (1). The official slate of nominees shall be reported to the Board at the meeting closest to March 1 of the same year, prior to the Annual Membership Meeting.

### **Section 2. BALLOT PREPARATION**

The Secretary shall cause the official nominations, as approved by the Board, to be placed on a suitable written or electronic ballot. Ballots shall be distributed at the Annual Membership Meeting. The Secretary may make available at the Meeting, or shall include in the ballot, a brief description of each candidate’s involvement in RHA, occupation, and any brief statement by the candidate.

### **Section 3. ELECTION PROCEDURE**

All elections shall take place at the Annual Membership Meeting with the exception of vacancies set forth in the provisions of Article IV. Regular or Supporting members shall cast written, secret ballots on official voting forms, as published by the Secretary, in official ballot boxes that are clearly marked or by electronic collection. Nominations from the floor will require a short presentation and shall be presided over by the President. All Regular Members shall be entitled to one (1) vote per Player Member, and all Supporting Members shall be entitled to one (1) vote. The Secretary or his or her designee shall control the election by checking off each voter against the official rolls of RHA membership, as votes are cast. At the conclusion of the election, a committee of Tellers, appointed by the President, shall count the votes and determine the results. The Chairperson of said committee of Tellers shall report the results to the President and Secretary in a timely manner. All ballots shall be retained as an official record of the election for a period of one (1) year, or until the next regular election.



Section 4. ASSUMPTION OF OFFICE

Newly elected Board members shall officially take office on April 1 for the election year, except the Treasurer who will work with the outgoing Treasurer through the end of the fiscal year May 30.

**ARTICLE IX. LOANS, CONTRACTS, CHECKS, LEGAL ACTIONS**

Section 1. RESTRICTED ACTIONS

No loans shall be contracted on behalf of RHA, and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors and duly signed by the President and Secretary.

Section 2. SIGNATURES

All legal documents, except checks and contract agreements for ice time, shall be signed by the RHA President and Secretary. All checks, drafts, and money obligations shall be signed by the Treasurer or one other authorized Board member.

Section 3. LEGAL ACTIONS

No action or proceeding at law or inequity shall be brought by RHA without the approval of the Board.

**ARTICLE X. FINANCE**

Section 1. FISCAL YEAR

The fiscal year shall end on May 30 of each year.

Section 2. NON-PROFIT STATUS

This Association is organized and shall be operated as a charitable, non-profit youth hockey program under the provisions of Section 501(C)(3) of the Internal Revenue Code, as amended and as may be amended in the future.

Section 3. DIRECTION OF MONEY AND RESOURCES

All money, property, and rights coming into the possession of or the assets belonging to RHA, regardless of source, shall be used only for promoting, advancing and developing the purposes of objectives of RHA as provided in its By-Laws.

Section 4. COMPENSATION

No Officer of RHA shall receive any compensation from RHA for time or services rendered. Officers, Coaches, Members and others the Board of Directors deem appropriate may be reimbursed for expenses actually incurred by them

incidental to activities on behalf of RHA, and only then at the discretion of the Board.

#### Section 5. DISSOLUTION

In the event of liquidation or dissolution of this Association, or in the event that it shall cease to carry out any of its purposes, all funds and property of the Association shall be distributed to non-profit corporations with purposes similar to those set forth in Article I and which are exempt organizations as set forth in Section 2 of this Article X, that the Directors of this Association may select, and in no event shall any of the funds or property to be distributed to any of the members or used for any other purpose.

#### Section 6. ANNUAL REPORT

At the Annual Meeting, the Board of Directors shall submit a report to the general membership on business done during the current fiscal year, together with a report of financial transactions and statements, and the condition of the Association's tangible property. All dues and assessments by RHA shall be reasonable in relation to the programs offered to membership.

#### Section 7. RETAINMENT OF FEES

RHA shall not retain deposit or registration fees from a Member, or prospective Member, or his/her legal guardian, in excess of the following:

- A. After registration contract is signed but never participated in any activities, \$300
- B. After September 1<sup>st</sup>, 25% of the total registration contract fees
- C. After October 1<sup>st</sup>, 50% of the total contract fees
- D. After November 1<sup>st</sup>, 75% of the total contract fees
- E. After December 1<sup>st</sup>, 100 % of the total contract fees

#### Section 8. FINANCIAL REPORTING TO MAHA

RHA shall provide an annual financial report of operations to the appropriate MAHA representative.

### **ARTICLE XI. NOTICES**

#### Section 1. SUFFICIENT NOTICE

Any notices required by statute or these By-Laws to be given to RHA's members or directors, unless otherwise specifically provided in such statute or by-law, shall be deemed sufficient if posted at local ice arenas, published in an RHA newsletter (should one exist), by posting on the RHA website, transmitted via electronic

mail, or by depositing the same in a U.S. Post Office collection box addressed to such member or director at his/her last known address.

Section 2. WAIVER

Whenever any notice whatsoever is required to be given under the provision of these by-laws, a waiver thereof in writing signed by the persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent notice.

**ARTICLE XII. AMENDMENTS**

Section 1.

These By-Laws may be amended by a two-thirds (2/3) vote of the Board of Directors, if such amendments are ratified within thirty (30) days by a majority of a quorum of the Regular or Supporting Members attending an Annual or Special Meeting.

**ARTICLE XIII. ADOPTION OF BY-LAWS**

Section 1.

These By-Laws shall be approved by a majority vote of those currently registered Regular Members who attend the special public meeting called for the purpose of approving said By-Laws. Said meeting shall take place no later than September 30, 1996.

By vote of the membership, during the month of September, these By-Laws were approved and are hereby adopted, effective September 30, 1996.

Section 2. PUBLICATION OF BY-LAWS

RHA shall annually make available to members, upon request, copies of its By-Laws and other governing documents, and all amendments thereto.

For the Board of Directors

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

\_\_\_\_\_, Date Signed

Amendment #1 7/23/1998

Amendment #2 3/18/1999

Amendment #3 8/19/2004

Amendment #4 8/17/2005

Amendment #5 3/19/2013