

**Bylaws of**  
**Lawrence Township Football League**  
A non-profit corporation

**ARTICLE 1. GENERAL PROVISIONS**

**Section 1.01 – Corporation Name**

The name of this corporation is Lawrence Township Football League Inc. (“LTFL”, “League”, “Corporation” or “Organization”). The League is organized as an Indiana nonprofit public benefit corporation.

**Section 1.02 – Indiana Elementary Football Association Team Name**

When the League participates in the Indiana Elementary Football program (“IEFA”), LTFL's IEFA team shall be named the Bearcats. To replace the Bearcat's Head Coach or to fill a vacant position for the Bearcat's Head Coach a majority vote by the LTFL Board of Directors is required.

**Section 1.03 – Principal Office**

The Board of Directors of LTFL (“Board” or “Board of Directors”) shall fix the location of the principal office at any place within the State of Indiana. The Board of Directors may change the principal office from one location to another by subsequent resolution of the Board.

**Section 1.04 – Governance**

LTFL shall be governed by the Board of Directors according to its Articles of Incorporation and its Bylaws.

**Section 1.05 – Fiscal Year**

The fiscal year of the organization shall be the same as the calendar year, January 1 through December 31.

**ARTICLE 2. PURPOSES & OBJECTIVES**

**Section 2.01 – Nonprofit Purpose**

Lawrence Township Football League Inc. is formed to educate and promote the growth and development of young people through team sports and other educational opportunities. LTFL is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**Section 2.02 – Specific Purpose and Objectives**

This League will foster youth sports competition, develop quality football and cheer programs which promote fun and a competitive environment for all youth, and promote and support the character building principles of trustworthiness, respect, responsibility, fairness, caring and good citizenship in order to help develop not only quality players but also youth who can show good sportsmanship on and off the playing field.

The specific objectives of LTFL are:

- a) To promote and develop a youth football and cheer program to provide the youth in the community the opportunity to learn and play the sports of football and cheer in a safe, enjoyable, and controlled environment consistent with the League's guidelines;
- b) To instill in our youth the challenge of competition, the joy of victory, the reality of defeat, and the importance of commitment;
- c) To promote and develop the qualities of sportsmanship, teamwork and respect for others while encouraging the qualities of good citizenship, scholarship and character that should be imparted in our youth, as they are important long after their years in this youth league;
- d) To develop, promote and provide opportunities for coaches and officials to receive training on the rules of the sports and the skills necessary to enable them to serve as positive role models for those participating in the sports.

### **Section 2.03 – Nondiscrimination Policy.**

LTFL will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

### **Section 2.04 – Limitations on Activities**

No part of the net earnings of LTFL shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 5.04 – Compensation hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## **ARTICLE 3. MEMBERSHIP**

### **Section 3.01 – Members**

LTFL has one class of membership – program member. Any adult in the community is eligible for membership as a program member for purposes of enrolling their children as a parent or legal guardian in or assisting with the activities of the LTFL.

### **Section 3.02 – Membership Qualifications**

A person is considered a member if they have met any of the following prerequisites:

- a) Have a dependent child registered in an LTFL program for whom registration was not cancelled or terminated. Child participation requirements include:

1. The child must be within the age and/or grade range as set by the League for the different divisions of participation; any special placement requests must be present to the Board for approval,
  2. Proper requested verification documentation must be provided to the League by the deadline set by LTFL,
  3. All fees must be paid in full by the deadline set by the LTFL,
  4. Parent/legal guardian must execute a Parent Consent and Release form and a Player and Parent Code of Conduct form, both designated by the League; if a medical injury were to occur, a release from a current licensed medical practitioner is required before any participant may return to play in the League, subject to the League's current playing rules;
- b) They as an adult have been approved by LTFL for the purpose of serving as a volunteer, and their volunteer services were not cancelled or terminated;
- c) If they have been elected as a board member, and they did not resign or their term on the board was not cancelled or terminated.

### **Section 3.03 – Membership Fees**

The only fees required for membership are the fees paid for participant registration. Fees are assessed in order to ensure the operational continuity of the League's programs. The registration fee is determined by the LTFL board of directors on an annual basis. If a participant is needing financial assistance, LTFL should be contacted regarding scholarship programs and/or opportunities.

### **Section 3.04 – Membership Terms**

Membership shall continue until July 1<sup>st</sup> of the following calendar year as long as all the requirements of the organization are met.

### **Section 3.05 – Membership Termination**

The Board of Directors may by majority vote to suspend or expel any member of the organization from participation in LTFL for violations of the League's code of conduct, LTFL bylaws, or for conduct deemed injurious to the welfare of LTFL, its' property or its' members. Failure to pay registration fees according to the timelines prescribed by the registration rules will result in cancellation of registration and by extension of termination of membership. Membership may be withdrawn by a written notice from the Board of Directors and will be communicated in email and/or letter to the last known addresses as it appears in the records of the Organization.

### **Section 3.06 – Program Member Voting Rights**

Program Members will not have voting rights in the matters of policies, rules, and governance of LTFL unless they are a member of the voting body of the Board of Directors.

## **ARTICLE 4. BOARD OF DIRECTORS**

### **Section 4.01 – Powers and Duties**

The Board of Directors (“Board”) shall be the govern body of the Lawrence Township Football League. The Board shall have the control and management of all the affairs and operations of the League and shall exercise all the powers that may be exercised by the organization.

### **Section 4.02 – Annual Meeting**

A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports, and for the transaction of such other business as may be brought before the meeting.

### **Section 4.03 – Regular Meetings**

Regular meetings of the Board may be held monthly at such times and place as the Board may determine. There shall be no less than six (6) meetings per year.

### **Section 4.04 – Special Meetings**

Special meetings of the Board may also be called at any time by the President or the majority of the board.

### **Section 4.05 – Notice of Meetings**

No notice is required for the annual meeting and or any regular meeting of the Board. Should a need arise to change meeting time and/or place, reasonable notice should be given of such changes to prevent not having a quorum present.

Notice of a special meeting of the Board shall be given by phone, text, email, US Mail, or any other reasonable mode of communication. Notice must state the purpose of meeting. At least a 72-hour notice is required for special meetings to allow maximum number in attendance and quorum for the special meeting.

### **Section 4.06 – Number of Directors**

The Board of Directors should be composed of no less than three (3) elected directors (“director”, “board member” or “officer”) and no more than 16 elected directors. Maximum number of board members may be changed by a majority vote of the board and revised in League bylaws. Board member positions shall include following:

President	Jr. Tackle Commissioner
Vice President	3 <sup>rd</sup> & 4 <sup>th</sup> Grade Commissioner
Treasurer	5 <sup>th</sup> & 6 <sup>th</sup> Grade Commissioner
Secretary	Cheer Director
Football Director	Team Parent Coordinator
Sponsorship & Fundraising Director	Maintenance Director
Concessions Director	
LCHS & LNHS Head Football Coaches (or their designee)	

Responsibilities for each position is listed on Attachment A of these bylaws.

**Section 4.07 – Terms of Office**

Board members shall serve for two years. Board members may serve multiple terms. Board members filling vacant seats by board vote at any meet other than the annual meeting will serve for the remainder of the current year and one additional year prior to standing for re-election.

**Section 4.08 – Quorum**

At any meeting of the Board, a majority of the elected Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

**Section 4.09 – Voting**

At all meetings of the Board, each board member, with the exception of the President, shall have one vote. The Board will accept a proxy vote if the absent board member advised the President either in writing or electronic communication prior to the board meeting. The President shall vote only in the event of a tie.

**Section 4.10 – Action Without a Meeting**

Any action required or permitted to be taken by the Board may be taken without a meeting if all elected members of the Board consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board are to be filed with the minutes of the proceedings of the Board. Action taken under this section is effective when the last Director signs the consent, unless the consent specifies an earlier or later effective date. The consent signed under this section has the effect of a meeting vote is to be described as such in any document.

**Section 4.11 – Parliamentary Procedures**

All meetings shall be conducted according to “Roberts Rules of Order”.

**Section 4.12 – Attendance**

Board member attendance is required all board meetings, either in-person or through an acceptable electronic mode of communication (see Section 4.13). Any board member who cannot attend a scheduled board meeting shall notify the presiding Director as to the reason for their absence.

Any board member who is absent from three (3) consecutive board meetings may be automatically removed from the board. Such board member may petition the Board to regain membership, if there is an appropriate vacant position; membership may be regained only after a majority vote of remaining board members.

Since the League holds the majority of its events at properties own by the City of Lawrence, a representative of the City of Lawrence Parks Department may attend any meeting. This section (Section 4.12 – Attendance) does not apply to either of the Lawrence Central and Lawrence North High School Head Football coaches or their designees.

#### **Section 4.13 – Participation by Electronic Communication**

Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in-person at a meeting.

#### **Section 4.14 – Removal**

Any Director may be removed with or without cause by two-thirds (2/3) majority vote of the total Board; except in the case of abandonment with three (3) consecutive absences, no vote is required as that is clause in Section 4.12 is set for automatic removal of said board member. This section (Section 4.14 – Removal) does not apply to either of the Lawrence Central and Lawrence North High School Head Football coaches or their designees.

#### **Section 4.15 – Resignation**

Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

#### **Section 4.16 – Vacancies**

Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Board then in office at any board meeting. Such new members will serve for the remainder of the current year and one additional year prior to standing for re-election.

#### **Section 4.17 – Committees**

Committees shall be formed, modified or eliminated each year by a majority vote of the Board. The same Board quorum and voting procedures apply to committees with the Chairperson acting in the “President” position for that committee.

The Football Operations Committee shall be a standing committee. Said committee Chairperson shall be the Football Director. The division Commissioners shall be members of this committee. It shall be the duty of this committee to:

1. Recommend to the Board for approval the Rules of Play that shall govern all games
2. Recommend to the Board for approval a Player and Parent Code of Conduct for which all parents/legal guardians shall sign; and, such persons and all participants will be expected to abide by said guidelines
3. Determine the way in which player evaluations and the draft will be conducted
4. Recommend to the Board for approval a set procedure concerning all special programs (i.e. awards presentations, camps and clinics)
5. Shall oversee the coaches’ application process for all prospective candidates. The committee will review all applications by the decided deadline; all recommendation shall be submitted to the Board for final approval

## **ARTICLE 5. FINANCIAL AFFAIRS**

### **Section 5.01 – Contracts**

The Board of Directors may authorize any member to enter into any contract, execute and deliver any instrument in the name and on behalf of the League, and such authority may be general or confined to a specific instance.

### **Section 5.02 – Financial Transactions**

All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money and evidences of indebtedness shall, unless otherwise directed by the Board of Directors or approved by law, be signed by the following Directors: President, Vice President, Treasurer or Secretary. The Board of Directors may however designate others than those named above who may in the name of League execute drafts, checks, orders for payment of money in its behalf and/or be a designated authorize person for banking purposes. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money and evidences of indebtedness in an amount greater than \$750.00 requires a majority vote of the board for authorization.

### **Section 5.03 – Bonding**

Any board member designated to spend monies may be required to be bonded. The Board will advise all persons involved and the bonding shall be obtained at the leagues expense.

### **Section 5.04 – Contributions & Gifts**

The Board of Directors may accept on behalf of the League any contribution, gift, bequest or device for the general purposes or for any special purpose of the League.

### **Section 5.05 – Compensation.**

There shall be no salaries or other compensation for services paid by the LTFL to any member of the Board of Directors. However, the Board of Directors may in its sole discretion, reimburse any board member for his/her reasonable expenses incurred in the performance of the board member duties.

## **ARTICLE 6. INDEMNIFICATION**

### **Section 6.01 – Persons Entitled to Indemnification**

Subject to the provisions of Sections 6.03, 6.05 and 6.06, below, the Corporation 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, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of or arising from the fact that he/she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if (i) he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful, or (ii) his/her act or omission giving rise to such action, suit or proceeding is ratified, adopted or confirmed by the Corporation or the benefit thereof received by the Corporation. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its

equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe his/her conduct was unlawful, and settlement shall not constitute any evidence of any of the foregoing.

#### **Section 6.02 – Exceptions to Right to Indemnification in Certain Cases**

No indemnification as set forth in Section 6.01 of this Article shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or deliberate misconduct in the performance of his/her duty to the Corporation unless, and only to the extent that, the court in which action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

#### **Section 6.03 – Determination of Right to Indemnification in Certain Cases**

Subject to the provisions of Sections 6.02, 6.05 and 6.06, indemnification under Sections 6.01 of this Article automatically shall be made by the Corporation unless it is expressly determined by a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding, or if such a quorum of disinterested directors so directs, or by independent legal counsel in a written opinion, that indemnification of the person who is or was an officer, or director, or is or was serving at the request of the Corporation, as an officer, director, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise, is not property in the circumstances because he/she has not met the applicable standard of conduct set forth in Section 6.01 or 6.02.

#### **Section 6.04 – Indemnification of Persons other than Officers or Directors**

In the event any person not included within the group of persons referred to in Section 6.01 of this Article was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of a type referred to in this Article by reason of or arising from the fact that he/she is or was serving at the request of the Corporation as and employee or agent of another corporation, partnership, joint venture, trust or other enterprise, the Board of Directors of the Corporation by a majority vote of a quorum (whether or not such quorum consists in whole or in part) of Directors who were parties to such action, suit or proceeding may, but shall not be required to, grant to such person a right of indemnification to the extent described in this Article as if he/she were an officer or director referred to therein, provided that such person meets the applicable standard of conduct set forth in this Article.

#### **Section 6.05 – Successful Defense**

Notwithstanding any other provision of Sections 6.01, 6.02, 6.03, or 6.04 of this Article, but subject to the provisions of Section 6.06 below, if a Director, officer, employee or agent is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him/her in connection therewith.

#### **Section 6.06 – Condition Precedent to Indemnification under this Article**

Any person who desires to receive the benefits otherwise conferred by this Article shall notify the Corporation reasonably promptly that he/she has been named a defendant to an action, suit or proceeding of a type referred to in Section 6.01 and that he/she intends to rely upon the right of indemnification described in this Article. The notice shall be in writing and mailed via registered or



certified mail, return receipt requested, to the President of the Corporation at the principle office of the Corporation or, in the event the notice is from the President, to the registered agent of the Corporation. Failure to give the notice required hereby shall entitle the Board of Directors of the Corporation to make a determination, in its sole discretion, that such failure was prejudicial to the Corporation in the circumstances and that, therefore, the right to indemnification referred to in this Article shall be denied in its entirety or reduced in amount.

#### **Section 6.07 – Former Officers and Directors**

The indemnification provisions of this Article shall be extended to any former directors, officers, employees or agents and shall inure to the benefit his/her heirs.

#### **Section 6.08 – Purpose and Exclusivity.**

The indemnification referred to in the various sections of this Article shall be deemed to be in addition to and not in lieu of any other rights to which those indemnified may be entitled under any statute, rule or law or equity, agreement, action of the Board of Directors or otherwise.

### **ARTICLE 7. ACCOUNTABILITY & TRANSPARENCY**

#### **Section 7.01 - Corporate Books**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep a record giving the names of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director, or his/her agent or attorney, for any proper purpose at any reasonable time.

#### **Section 7.02 – Financial Statements**

Financial reports shall be presented to the Board at annual meeting and all regular board meetings. At the close of each taxable year, the Treasurer will prepare financial statements and any other forms and statements required by the Internal Revenue Service or State of Indiana for the Corporation and present such documents to the Board for its final approval. Upon specific request by either the Mayor or Director of the Parks Department for the City of Lawrence, financial statements shall be provided within thirty (30) days of request.

#### **Section 7.03 – Document Retention**

All corporate books, administrative, financial or otherwise, must be maintained per the Document Retention Policy, which is included as Attachment B to these bylaws.

### **ARTICLE 8. CONFLICT OF INTEREST POLICY**

The full Conflict of Interest Policy is attached to these bylaws as Attachment C. All board and committee members are required to sign an annual statement of review and agreement to comply with said policy.

The policy allows for the assurances that whenever a Director has a financial or personal interest in any matter coming before the Board of Directors, the Board shall ensure that:

1. The interest of such officer or director is fully disclosed to the Board of Directors

2. No interested Director may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the Board of Directors at which such matter is voted upon
3. After exercising due diligence, the governing board 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
4. If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization 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.
5. Payments to the interested officer or director shall be reasonable and shall not exceed fair market value
6. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval

## **ARTICLE 9 – DISSOLUTION**

Any dissolution of the Corporation must be approved by a majority of the Directors in office at the time the dissolution is approved. The Corporation shall provide notice to Directors of any meeting where an approval for dissolution will be sought. Notice must state the purpose of the meeting is to consider the proposed dissolution.

Upon the dissolution of the corporation, the Corporation shall dissolve by delivering to the Indiana Secretary of State articles of dissolution on a state-approved form setting forth such information as the Secretary of State may from time to time require. Any and all assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and the corresponding laws of the State of Indiana, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE 10. Bylaws Amendments & Effective Date**

### **Section 10.01 – Amendments**

These bylaws or any section or attachment thereof, except Article 8 and Attachment C – Conflict of Interest Policy – may be amended or repealed by a two-thirds (2/3) vote of the Board at any meeting (annual, regular or special) provided that written notice of such proposed changes shall be given to each board member at least seven (7) days prior to the purposed meeting said changes are to be voted on. Article 8 and Attachment C cannot be amended, removed or disregarded in any way as it is required for exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**Section 10.02 – Effective Date**

These bylaws shall be effective immediately upon adoption by the Board.

APPROVED AND ADOPTED by the Board of the Corporation on \_\_\_\_\_.

LAWRENCE TOWNSHIP FOOTBALL LEAGUE, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: President\_\_\_\_\_

## **Attachment A to Bylaws**

### **Responsibilities of Director Positions**

#### **President**

1. Shall assume responsibility of the administration and operation of LTFL
2. Shall preside over all LTFL meetings and events
3. Shall review the bylaws and propose revisions as needed
4. May call special meetings as needed
5. Shall be “ex-officio” member of all committees
6. Shall be responsible for all LTFL insurances
7. Shall perform or delegate responsibilities of any absent or vacant board seats
8. In the event of any tie, the President shall have an additional vote to be the tiebreaker

#### **Vice President**

1. In the absence of the President, shall perform the President responsibilities
2. Shall perform all disciplinary investigations regarding coaches as well as board members and propose all disciplinary action for Board of Directors approval
3. Shall oversee and enforce rule and policy compliance
4. Shall handle parent and participant complaints for coaches and participants not addressed by the Football Commissioners or Football Director
5. Shall act as liaison between High Schools and LTFL

#### **Treasurer**

1. Shall be responsible for keeping the financial records for LTFL including but not limited to all monthly bank statements, deposit slips, all bank correspondence, and all receipts from expenditures
2. Shall receive and collect all monies due or belonging to LTFL and deposit them in the bank account designated by the Board of Directors
3. Shall be responsible for the payment of all approved bills of the LTFL with LTFL funds
4. Shall make available for open inspection to all Board of Directors the financial reports and records of LTFL
5. Shall prepare a comprehensive yearly budget for approval by the Board of Directors
6. Shall provide a written reconciliation report at each Board of Directors meeting, detailing the status of LTFL funds and bank account balances along with the past month’s receipts and expenditures
7. Shall provide budget tracking updates at all meetings to confirm actual financial activity stays within the approved budget guidelines
8. Shall enforce all LTFL financial policies
9. Shall file all federal and state taxes and charitable organization annual reports and any other forms required by any governmental agency and act as League liaison as necessary

#### **Secretary**

1. Shall prepare minutes of all Board of Directors meetings, unless designated otherwise by the President

2. Shall maintain all non-financial official records of LTFL including agenda, minutes, registration forms, Birth Certificates and all correspondence
3. Shall record all background checks on all adults who will be in direct contact with participants
4. Shall be responsible in conjunction with the other Directors for building and maintaining LTFL business website
5. Shall work as database administrator and manage database for the organization

#### **Football Director**

1. Shall provide leadership on the planning and implementing of the football program
2. Shall be responsible for all end of the year football participant and football coach awards
3. Shall be responsible for the draft process and ensuring the placement of football players on the appropriate rosters based on age, weight, ability to play and needs at each level within the LTFL rules and guidelines
4. Shall be responsible for organizing any coach and/or player clinics
5. Shall have a working knowledge of LTFL and IHSA rules and must have a copy of both on hand at all games and scrimmages
6. Will provide President with weekly roster updates during season and as needed
7. Shall promote the academic requirements within the LTFL and educate the parents and participants about the requirements of participant eligibility
8. Shall have a working knowledge of all LTFL rules and guidelines and shall ensure that all coaches, teams and players are compliant
9. Shall oversee the safety of league programs

#### **Commissioner (including Jr. Tackle, 3<sup>rd</sup> & 4<sup>th</sup> Grade, and 5<sup>th</sup> & 6<sup>th</sup> Grade)**

1. Serve as the first point of contact for parents and coaches for any issues that may arise pertaining to their respective division
2. Shall act as liaison and support for Football Director with their division
3. Shall actively monitor division member satisfaction and report to the Board of Directors
4. Shall seek input from division members and encourage volunteerism
5. Shall act as division member advocate with Board of Directors
6. Shall be responsible for monitoring division rosters based on age, weight and ability to play; needs within the LTFL rules and guidelines will be reported to Football Director and President weekly
7. Shall assist with administrative functions, including fee collection, fundraising and documentation compliance

#### **Cheer Director**

1. Shall provide leadership on the planning and implementing of the cheer program
2. Ensure registered cheerleaders are placed on appropriate squads
3. Submit and administer budget for uniforms and equipment for season and any camps/clinics
4. Recruit volunteer coaches
5. Setup camp/clinic for youth and coaches
6. Provide squads with team game schedules

### **Team Parent Coordinator**

1. Shall act as liaison between LTFL and each team's Team Parent
2. Inform Team Parents of LTFL requirements and events
3. Promote LTFL activities and fundraisers to Team Parents

### **Sponsorship & Funding Director**

1. Shall serve as liaison between LTFL and donors and sponsors
2. Seek and secure sponsors for LTFL
3. Maintain sponsor relationships to ensure retention
4. Organize fundraising opportunities
5. Cultivate co-operative opportunities to create revenue for LTFL
6. Shall work as marketer to create advertisements, banners and displays for LTFL
7. Actively seek increasing financial support for LTFL

### **Concessions Director**

1. Shall be responsible for operations of LTFL concessions
2. Shall maintain proper inventory levels
3. Schedule and supervise concession workers
4. Shall follow security and accounting guidelines of Board of Director for all concession funds

### **Maintenance Director**

1. Prepare field, equipment, etc. and make sure everything is ready for practices and the first scheduled game of the day
2. Throughout the game day, ensures that the games, scoreboard, and broadcasting are running smoothly and without incident
3. Ensures that the fields are left in better condition than we found it

### **Lawrence Central High School and Lawrence North High School Head Football Coaches (or their designees)**

1. Act as the conduit between the respective high schools and the League
2. Ensure League vision and High School Coaches' vision are aligned
3. Arrange access to LTFL for high schools
4. Shall be considered program members of the League; thus, shall not have voting rights in the matters of policies, rules, and governance of LTFL.

## **Attachment B to Bylaws**

### **Document Management Policy**

#### **Article I – Purpose**

The purpose of this policy is to identify the responsibilities of Board members and officers for the maintenance, storage, and destruction of the Organization's documents and records in support of the Organization's information management needs and in compliance with the Sarbanes-Oxley Act of 2002 Section 802, IRS records retention requirements, and the charitable laws of the State of Indiana.

#### **Article II – Document Retention**

The chart that follows specifies the types of documents that will be retained, the retention period, and any pertinent notes concerning their handling. The President will retain hard copies and/or electronic copies of all documents listed in the chart unless otherwise noted. Electronic documents will be backed-up daily via an off-site server.

#### **DOCUMENT RETENTION SCHEDULE**

<b><u>Type of Document</u></b>	<b><u>Retention Period and Notes</u></b>
<b>Organizational Records</b>	
Incorporation documents including Articles of Incorporation, Bylaws, Board policies and resolutions, EIN Designation, and related documents	Permanent
Tax-exemption documents including Application for Tax Exemption (IRS Form 1023), IRS Determination Letter, Sales Tax Exemption Letter, and related documents	Permanent – Federal law requires copies of these documents to be held at organization's HQ office. These records must be made available for public inspection upon request.
Annual business license, corporate registration, and related documents	Permanent
Meeting/Board documents including agendas, minutes, and related documents	Permanent – Care should be taken to include only necessary information in these documents.
Documents that have historical, legal, or programmatic significance	Permanent
<b>Financial Records</b>	
Annual Information Returns (IRS Forms 990 and attachments)	7 years – Federal law requires that the 3 most recent years' returns be kept in the organization's HQ office and be made available for public inspection upon request (excluding Schedule B).
Year-end financial reports/statements	Permanent
Quarterly financial reports/statements	3 year
Monthly bank statements, canceled checks, deposit receipts, check registers, investment statements, and related documents	7 years – Treasurer will retain these.
Income and expense documentation supporting Annual Information Returns including invoices, receipts, expense reports, and reimbursement requests/disbursements	7 years
Audit reports and related documents	Permanent
<b>Donations/Funding Records</b>	
Grant applications	7 years
Grant dispersal contracts	Permanent
Donor lists and acknowledgments	Confidential – 7 years

**Personnel & Participant Records**

Recruitment information, applications, background checks, job descriptions, and resumes of Board members and officers and related correspondence	Confidential – 7 years after termination
Background checks for coaches and volunteers	Confidential – 3 years or longer
Lists/records of members, coaches, volunteers, and e-mail distribution	Confidential – 3 years or longer
Participant forms – waivers of liability, permission forms, releases, physical exam screening forms, injury reports	7 years unless injury reported at league events (then follow insurer’s directives)

**Contracts & Legal Documents**

Directors and Officers Insurance Policy and any other insurance policy	Permanent
Insurance claims or disbursements	Permanent
Legal correspondence	Permanent
Warranties and vendor contracts	7 years or 3 years beyond the life of the contract, whichever is longer
Correspondence relating to negotiation for a contract or service	7 years or 3 years beyond the life of the contract, whichever is longer
Trademark, service mark, and copyright registrations	Permanent

**Management Documents**

Strategic Plans	7 years
Periodic status tracking reports	7 years

**Publications**

Press releases and public filings	Permanent
Articles and educational and instructional materials	3 years or more
Marketing and sales materials	3 years or more
Website	3 years or more

**Article III – Document Protection**

Documents (hardcopy, online or other media) will be stored in a protected environment for the duration of the Document Retention Schedule. Each individual responsible for custody of electronic documents will be responsible for maintaining computer backup media.

**Article IV – Document Destruction**

Hard copies of documents will be destroyed by shredding after they have been retained until the end of the Document Retention Schedule. Online copies will be destroyed by fire or other proven means to destroy such media after they have been retained until the end of the Document Retention Schedule. However, all permitted document destruction must be halted if the organization is being investigated by a governmental law enforcement agency, and routine destruction may not resume without the written approval of legal counsel or the President.

**Article IV – Provision of Documentation for Investigations or Litigation**

Upon notification of an investigation or litigation, the President will immediately notify all Board members and officers that NO documents may be destroyed until the “all clear” notice is given. The President will authorize provision of documents requested or subpoenaed by legally authorized personnel, and such documents will be provided within 5 business days. No documents will be concealed, altered, or destroyed with the intent to obstruct the investigation or litigation.



## **Attachment C to Bylaws**



### **Lawrence Township Football League Inc. Conflict of Interest Policy**

#### **Article I – Purpose**

The purpose of the conflict of interest policy is to protect Lawrence Township Football League Inc.'s ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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.

#### **Article II – Definitions**

##### **Section 1 – 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 below, is an interested person.

##### **Section 2 – Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- d) Compensation includes direct and indirect remuneration as well as gifts or favors that aren't insubstantial. A financial interest isn't necessarily a conflict of interest. Under Article III, Section 2, 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.

#### **Article III – Procedures**

##### **Section 1 – Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

##### **Section 2 – Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the 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.

##### **Section 3 – Procedures for Addressing the Conflict of Interest**

- a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) The president/chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the governing board 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.
- d) If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization 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.

#### **Section 4 – Violations of the Conflict of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV – Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V – Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI – Annual Statements**

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

#### **Article VII – Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes, and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and don't result in inurement, impermissible private benefit, or in an excess benefit transaction.

#### **Article VIII – Use of Outside Experts**

When conducting the periodic reviews, as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.