

IDAHO STATE HOCKEY ASSOCIATION, INC. CONSTITUTION AND BYLAWS

BYLAWS OF THE IDAHO AMATEUR HOCKEY ASSOCIATION

Article 1--Name

The name of this Corporation is IDAHO AMATEUR HOCKEY ASSOCIATION, INC. In these Bylaws, this Corporation may also be referred to as IAHA.

Article 2--Office

The Association shall maintain a mailing address within the State of Idaho. The Association may maintain an office for the transaction of its business, which shall be designated by the Board of Directors and which shall be located within the State of Idaho. The Association's mailing address and/or its principal office may be changed by vote of the Board of Directors.

Article 3--Purposes

SECTION 1. The principal purpose of the Association shall be to foster, promote and improve amateur hockey for charitable, educational and recreational purposes. To further that purpose, the Association shall:

- A. Affiliate with USA Hockey and encourage registration of all teams at all levels of play with USA Hockey.
- B. Cooperate with and participate in programs of the USA Hockey Rocky Mountain District.
- C. Encourage, assist and administer the development of local and regional programs, leagues and teams to promote good sportsmanship, competition and player development within the Association's geographical area.
- D. Administer hockey tournaments for teams within its geographical area leading to national tournaments of USA Hockey, conduct development camps and other selection processes for selection of players for tryouts for Rocky Mountain District and USA Hockey development teams, and may issue travel permits to teams of its Members certifying their eligibility to compete outside of IAHA's geographical area.
- E. Administer all levels of hockey allowable within IAHA consistent with USA Hockey.
- F. Do and perform any other acts necessary or desirable in fulfilling its purposes.

SECTION 2. The Association shall operate as a not-for-profit Association, and shall take all actions necessary to maintain its status as an Association exempt from taxation under Section 501(c) of the Internal Revenue Code, as amended. The Association is one that does not contemplate pecuniary gain or profit to its members and is organized solely for the non-profit purposes set forth above. No substantial part of the activities of this Association shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation or becoming involved in political activity.

Article 4—USA Hockey Preeminence and Indemnity

SECTION 1. The association, in affiliation with USA Hockey, Inc., the national governing body for the sport of amateur ice hockey in the in the United States, is authorized to regulate the sport of amateur ice hockey within the State of Idaho or within such other geographical area as IAHA's Affiliate

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Agreement with USA Hockey, Inc. may designate from time to time. A copy of the current signed Affiliate Agreement with USA Hockey, Inc. will be maintained with these Bylaws.

SECTION 2. IAHA, as an Affiliate Association of USA Hockey, Inc., shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, playing rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of IAHA. Further, IAHA (i) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey: Sportsmanship, Respect for the Individual, Integrity, Pursuit of Excellence at the Individual, Team and Organizational Levels, Enjoyment, Loyalty and Teamwork, as set forth and amplified in IAHA's Affiliate Agreement with USA Hockey, or as the same may be amended by USA Hockey from time to time.

SECTION 3. IAHA, as an Affiliate Association of USA Hockey, Inc. shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of IAHA, except to the extent (i) that USA Hockey or its aforescribed 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, Bylaws, Rules and Regulations, playing rules or decisions of the Board of Directors of USA Hockey. Further, IAHA understands and acknowledges that USA Hockey and its aforescribed 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 Bylaw.

SECTION 4. USA Hockey Required Principles

Membership.

All Registered Participant Members of IAHA (players and coaches), as a condition of membership in good standing with IAHA, shall also be required to be Registered Participant Members in good standing with USA Hockey. "Registered Participant Members" is a defined term in USA Hockey Bylaw 1 and IAHA incorporates that definition, as amended from time to time, into these Bylaws.

Government.

The government and authority of IAHA shall be vested in a Board of Directors composed of at least three representatives, as determined by IAHA, selected through an annual democratic election process. A majority of the Board must always be composed of representatives selected by such election process. The officers of IAHA, selected by the Registered Participant Members or the Board of Directors, shall include at least a president, vice president and secretary-treasurer. It is recommended that the terms of directors and officers be staggered.

Voting.

Each Registered Participant Member of IAHA shall be entitled to one vote in the process adopted by IAHA for the election of its Board of Directors. The process adopted by IAHA for the election of its Board of Directors shall be based upon the premise that each Registered

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Participant Member of IAHA shall be entitled to one vote. The manner of any voting by proxy shall be stated in writing and shall be subject to the approval of the Executive Committee of USA Hockey.

Annual Meetings.

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors or the officers of IAHA shall be reported to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members of IAHA no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of IAHA.

Financial Reports Due and Assessments.

IAHA shall provide to the Executive Director of USA Hockey an annual financial report of operations, and all dues and assessments by IAHA shall be reasonable in relation to the programs it offers to its members.

Publication of Constitution and Bylaws.

IAHA shall annually distribute to its members, copies of its constitution, bylaws and other governing documents, and all amendments thereto. Copies shall also be available upon request.

Equal Opportunity/Automatic Suspension of Athletes Without a Hearing.

IAHA must 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. IAHA shall provide for the prompt and equitable resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate, in accordance with USA Hockey Bylaw 10. IAHA may impose a summary suspension only in those circumstances permitted by USA Hockey Bylaw 10. Any hearing following a summary suspension shall be conducted in accordance with USA Hockey Bylaw 10.

Insurance.

IAHA agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy and the Directors and Officers and Crime insurance policy maintained by USA Hockey. USA Hockey shall inform Affiliate of the limits of that policy, and of the changes to those limits which may be made by USA Hockey at its sole prerogative. Affiliate retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name USA Hockey as an additional insured thereof. By purchasing and maintaining the aforementioned insurance policies, USA Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of Affiliate

501(c)(3) Status.

IAHA shall at all times during the term of this Agreement maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, and shall cooperate with USA Hockey in the event that USA Hockey and IAHA deem it advisable for IAHA to be included in a group exemption letter.

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Abuse.

IAHA shall adopt policies prohibiting sexual and physical abuse which meet certain minimum criteria established by USA Hockey (subject to any contrary requirements contained in state or local law applicable to Affiliate

Article 5--Membership

SECTION 1. This Corporation shall have members. Associations or other entities located within IAHA's geographical area which register amateur hockey teams with USA Hockey are eligible to become Members of IAHA. Any such association or entity must apply for Member status with IAHA under rules and regulations adopted and published by IAHA's Board of Directors from time to time and be approved for membership by a majority of the Board of Directors.

SECTION 2 MEMBERSHIP – There shall be three (3) classes of Membership

REGISTERED PARTICIPANT MEMBERS -- defined as an individual who is a resident of the State of Idaho who is involved in ice hockey competition or programs and who is in compliance with the rules and regulations of USA Hockey and IAHA, including registration and payment of fees. Each Registered Participant Member of the affiliate shall be entitled to one (1) vote. A Registered Participant Member within a local association/member program shall cast his/her ballot through an authorized representative member of that local association/member program. However, no representative may cast ballots for more than one (1) local association/member program.

ASSOCIATE MEMBERS- defined as an active properly registered USA ice hockey team located in the State of IDAHO.

MEMBER ASSOCIATIONS -- defined as an Association registering no less than one team in at least three (3) recognized USA Hockey age divisions and has no less than forty (40) Registered Participant players .

SECTION 3 MEMBER ASSOCIATION. Amateur hockey Associations which desire to be members of this Corporation may be (1) organized as a for profit entity (such as a corporation pursuant to the Idaho Business Corporation Act or (2) a limited liability company pursuant to the Idaho Limited Liability Corporation Act or (3) a not for profit entity (such as a not for profit corporation as a corporation pursuant to the Idaho Nonprofit Corporation Act

SECTION 4: MEMBER ASSOCIATION REQUIREMENTS

All Member Associations must properly register its teams with USA Hockey and comply with the Bylaws, Constitution, Policies and Rules and Regulations of IAHA and USA Hockey.

The Board of Directors of IAHA shall establish the criteria to become a Member Association. Such criteria shall include, but are not limited to the following:

1. Non-profit Associations must have a board of directors; for-profit Associations have a designated Director of Hockey.
2. The Association's operations must be consistent with and follow the Bylaws, Rules and Regulations, and Policies of USA Hockey and IAHA.

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3. The Association must demonstrate the financial capacity to operate the programs as presented in their application.
4. The Association must be able to provide or access sufficient ice consistent with the size of its program.
5. Non-profit Associations must maintain director and officer (D&O) and liability insurance, and name IAHA as an additional insured. For-profit Associations must maintain liability insurance.
6. Associations serving youth players must be able to demonstrate an internal development program for current and future players consistent with USA Hockey's American Development Model (ADM) or if a plan involves an external entity, a letter must be included from the external party confirming the relationship
7. The Member must be a Member in Good Standing per Section 6

SECTION 5: VOTING -Each Member Association shall be entitled to elect one (1) director to the Board of Directors, who shall serve for one (1) year and who shall have one (1) vote, as elected by the Registered Participant Members of the Member Association and shall be able to participate in all matters and vote on all matters coming before the Board of Directors of IAHA.

SECTION 6: MEMBERSHIP IN GOOD STANDING - All Member Associations must be "Members in Good Standing" with IAHA and USA Hockey. Each Member Association shall submit to IAHA each year a copy of its Constitution, Articles of Incorporation, Bylaws, Rules and Regulations (if any), a list of their current officers, and a membership compliance checklist using IAHA's current form, prior to IAHA's Annual Meeting. Membership within IAHA is non-transferable without the written consent of IAHA, which shall require at a minimum certification that the Association continues to satisfy the membership requirements and is a Member in Good Standing.

Members who conduct themselves in such a manner as to cause harm to the credibility of IAHA and youth hockey put their "Membership in Good Standing" at risk. Conduct of this nature includes, but is not limited to, Associational recruitment of players from other members, failure to pay ice rinks, failure to pay leagues, suppliers and officials, knowingly rostering a player not in good standing with his/her previous USA Hockey Association and providing false information to donors. Members who are alleged by IAHA or its Board of Directors to have conducted themselves in a manner which violates this Membership in Good Standing guidelines are required to respond to the IAHA Board of Directors or such committee as the Board delegates, and to informational requests from such parties, to review potential disciplinary actions.

In the event any Member Association is alleged by the IAHA Board of Directors or a committee designated by the Board to have violated the Membership in Good Standing guidelines, they may be suspended by IAHA, or IAHA may impose other disciplinary action, following a hearing held in accordance with USA Hockey Bylaw 10 unless, under the USA Hockey Bylaws, no such hearing is required.

SECTION 7: APPLICATION Membership in the Affiliate may be acquired by application on an IAHA application form. A fee, as may be established by the Board of Directors, must accompany applications for membership, and as appropriate a certified copy of the applicant's Constitution and/or Bylaws. All membership applications must be submitted to IAHA 60 days prior to the Annual Meeting. The Board

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will vote on the application during the Annual Meeting, or at a special meeting called for that purpose, if necessary.

SECTION 8: MEMBERSHIP COMMITTEE

The IAHA President shall appoint a Membership Committee whose role shall be to review Membership Application Forms for completeness, provide applicants with assistance with completing the applications according to the Membership Application Procedure, reviewing the applications and making recommendations to the IAHA Board of Directors on whether the Member Association(s) have satisfied the membership requirements for the applicable membership classification.

SECTION 9. If approved for membership, associations or entities will be required to execute a Member Agreement committing their intention to abide by current or future rules as may be implemented from time to time. Member Agreements will be one year in duration, renewable annually by IAHA on a common renewal date (each April 30th). Member Agreements establish the contractual terms of membership and can be voluntarily non-renewed by the Member Association or other entities with sixty (60) days' notice prior to the renewal date. Member Agreements may be updated periodically and must be executed annually in order for associations or other entities to maintain membership in IAHA.

SECTION 10. Current Members Associations that do not meet the qualifications on the renewal date may be placed on probation for the following year. During the one (1) year of probationary status, the Association may maintain its full membership in the Corporation. At the end of the one-year probationary period, if the Association has not met the membership requirements, the Association shall be recognized, if applicable, as Member teams.

SECTION 11. Members shall be responsible for the payment of dues, fees and assessments established by the Board of Directors

SECTION 12. Members are responsible for ensuring that they, and their family members and guests, conduct themselves in a mature and sportsmanlike manner at all times during which players are participating in USA Hockey or IAHA sanctioned activities, and that coaches, players and officials are at all times treated in a respectful and non-abusive manner. If a Member, their family member(s) or guest(s) fail to conduct themselves as required herein, the Board of Directors shall have the authority to take appropriate action, including but not limited to requiring that the offending person(s) be precluded for a stated period from attending or participating in USA Hockey or IAHA sanctioned activities. Such action by the Board of Directors shall be taken only after all concerned parties have been given a reasonable opportunity to be heard by the Board or the Disciplinary Committee established in these bylaws. Nothing in this section shall be construed to alter or limit the authority of referees or rink management to deal with any unruly or inappropriate behavior when it occurs.

SECTION 13. The books and records of the Association, both financial and non-financial, are the property of the Association and not of any Member. It is the responsibility of the Board of Directors to obtain the return of any Association records in the possession of a Board Member, officer or other Member of the Association at the conclusion of the term of office of any such person or whenever such person no longer has need of the records in working on matters for the Association. Members of the Association shall have the right to inspect the books and records of the association upon written request to the Board, provided, however, that the requested inspection shall be reasonable in scope

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and purpose, shall be scheduled not less than ten days after the request is made, and provided further that the Board may establish reasonable limits on the time, place and manner of making the records available.

ARTICLE 6 – Board of Directors

SECTION 1: DUTIES OF THE BOARD

The regular management of IAHA shall be vested in the Board of Directors (hereafter called the Board), and the Board shall have the authority to do all things necessary for the orderly management of the Affiliate, including, but not limited to, establishing committees, signing contracts, hiring personnel, and establishing reasonable rules and regulations to implement the purpose of the Affiliate.

It shall be incumbent upon the Board to enforce all bylaws, and rules and regulations of IAHA, Rocky Mountain District and USA Hockey at all times. The Board of Directors shall have final authority over all matters pertaining to the administration of IAHA. The Board of Directors may, in its discretion and consistent with these bylaws, delegate authority as to particular matters to any officer(s), committee(s) appointed by the Board of Directors or other individual member(s) designated by the Board.

Matters requiring a vote of the Board shall be by a majority vote of those present, except as otherwise specified in these bylaws. Alternative methods for Board members to participate in the administration of IAHA include conference call or video conference or other acceptable means of electronic communication.

SECTION 2: COMPOSITION OF THE BOARD

The Board shall be comprised of an Executive Committee (President, Vice President, Treasurer, and Secretary) plus Representatives from Member Associations in good standing and an At-Large Director who represents all Associate Members. Each member of the Board is entitled to one vote and proxy voting shall not be permitted.

The registered participant members of IAHA's Member Associations and Associate Members shall elect a President, Vice President, Treasurer and Secretary, with two-year terms staggered as follows -
President and Treasurer: Odd-numbered years : Vice President and Secretary: Even-numbered years.

SECTION 3: EXECUTIVE COMMITTEE

PRESIDENT. The President shall preside at all meetings of the Board and the Affiliate. The President shall make an annual report on the activities of the Affiliate to the membership at the annual meeting. The President shall represent the Affiliate at all meetings (or shall appoint someone to serve in his/her place) at affiliated or unaffiliated hockey organizations at all levels. The President shall be empowered to do all things necessary to accomplish the orderly operation of this Affiliate between meetings of the Board, subject to approval at the next meeting of the Board. The President or his/her designee shall be the representative of the Affiliate at, and shall have the authority to cast votes to which the Association is entitled, at all Rocky Mountain District and USA Hockey meetings. In matters which only require a majority, the President shall vote only in the event of a tie. In all other matters which require more than a majority of those voting, the President shall have a vote. The President shall vote in all election of Officers.

VICE PRESIDENT. The Vice President shall discharge the duties of the President during the President's absence or disability, and other duties as assigned by the President.

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SECRETARY. The Secretary of the Affiliate is responsible for providing notice of and formal agenda for all official meetings, as directed by the President, and maintaining minutes of all official meetings.

TREASURER. The Treasurer shall keep full and accurate accounts of all receipts and disbursements of the Association and shall deposit all monies or other things of value in the name and to the credit of the Association in such bank or banks as the Board may approve from time to time. The Treasurer shall disburse the Association's funds under the direction of the Board, taking proper vouchers therefore, and shall render a report as to the financial position of the Association at all meetings of the Board of Directors, not less than annually. . The Treasurer shall be responsible for preservation of the Affiliate's non-profit 501(c)(3) status, the preparation of all reports, maintain all records and control all financial activities in the manner prescribed by local, state and federal law. The Treasurer shall be responsible for arranging for the filing of all required tax returns with any governmental authorities and for providing any financial reports to USA Hockey required by IAHA's Affiliate Agreement with USA Hockey. The Treasurer shall be an authorized signatory on all Association disbursements, provided that, in the Board's discretion, another Board member may be designated from time to time as a signatory on the Association's accounts, either singly or jointly with the Treasurer. Unless the Board of Directors determines that bonding is not available at a reasonable cost, the Treasurer shall obtain a fidelity bond at the expense of the Association.

SECTION 4: ELIGIBILITY

The President shall not be a voting member of any Member Association.

The Vice President, Treasurer, and Secretary shall not hold a similar board position within any USA Hockey Affiliate or Member Association.

To be eligible for election as President or Vice-President for the Board, an individual must have a minimum of one-year experience on a USA Hockey or IAHA board or similar organization.

To be eligible for election as Treasurer, an individual must have general knowledge of bookkeeping best practices and understand sound financial controls and financial records retention laws.

SECTION 5: TERM

Each of the Executive Committee members shall serve two (2) year terms, with two positions (President and Treasurer) being elected in odd years, and two positions (Vice President and Secretary) elected in even numbered years.

The Board may fill a vacancy of the Executive Committee at its discretion, for reasons other than an expired term of office. Candidates nominated for a vacant position on the Executive Committee shall be elected by a majority vote of the Board. The elected Executive Committee member shall serve the remainder of the term of office for the position. Vacancies in the Voting Representative position of the member shall be filled according to the individual member association Bylaws.

SECTION 6: COMPENSATION

Directors of the Board shall receive no compensation or remuneration for serving as Directors, other than reimbursement, upon presentation of proper vouchers, of actual expenditures incurred on behalf of and approved by Board of Directors.

SECTION 7: NON-VOTING

1. The Associate Registrar shall be appointed by and shall serve at the pleasure of USA Hockey. The Associate Registrar is responsible for working with the District Registrar, USA Hockey and the

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Registrars of IAHA Members to assure compliance with all rostering requirements of USA Hockey and the District Registrar. The Associate Registrar is responsible for the issuance of travel permits to Member teams for competition outside of IAHA's geographical area when required.

2. The State CEP Coordinator shall be appointed by the IAHA Board of Directors. The State CEP Coordinator is responsible for working with USA Hockey and District CEP Coordinators to provide training and development activities to persons who are or wish to become coaches.
3. The State RIC shall be appointed by IAHA Board of Directors. The State RIC is responsible for working with USA Hockey and District RIC to provide training and development activities to persons who are or wish to become official.
4. Safesport Coordinator shall be appointed by the IAHA Executive Committee
5. ADM Coordinator shall be appointed by the IAHA Executive Committee
6. Goaltending Coordinator shall be appointed by the IAHA Board of Directors
7. Grow the Game Coordinator shall be appointed by the IAHA Board of Directors
8. Disabled Hockey shall be appointed by the IAHA Board of Directors
9. Girls/Women Hockey shall be appointed by the IAHA Board of Directors

ARTICLE 7 - FEES, DUES & SANCTIONS

SECTION 1: FEES

The Board of Directors may establish a membership fee for association membership in this Affiliate. This fee shall be established in January by the Board of Directors on an annual basis and published in official minutes and included on the application form. This will be a one-time only fee.

SECTION 2: DUES

All participant dues shall be established during the January meeting and collected during the registration process with USA Hockey. All participants must register online with USA Hockey.

SECTION 3: SANCTIONS

Each Member association, club, or team failing to pay the established dues and/or fines, when payable, may be subject to suspension of membership from IAHA. The continued failure to pay the required registration fees and/or dues for a period of thirty (30) days shall result in the loss of membership. The Treasurer will monitor the payment of these fees and notify the Board of Directors of any violation.

ARTICLE 8 - APPOINTMENTS & COMMITTEES

SECTION 1: APPOINTED POSITIONS

Appointed positions required by USA Hockey (American Development Model and Safe Sport Coordinators) are made by the Executive Committee. Additional appointments for Player Development Coordinator, High School Commissioner and any other appointments that may be required by USA Hockey will be made by the IAHA Board of Directors

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SECTION 2: STANDING COMMITTEES

The Standing committees for IAHA shall be Discipline, Audit, Membership and Nominating. The chairperson and general members of standing committees shall be appointed by the President and ratified by majority vote of the Board.

- 1) A member of the Board of Directors will chair all standing committees.
- 2) The Chairperson of each committee, with input and assistance of the committee members shall carry out the duties of the committee and provide a written report to the Board of Directors as needed and/or requested. Decisions or recommendations of the Committee shall be made by majority vote of the Committee Members. Each committee chairperson shall present a written Annual Report to the President at least one week prior to the Annual Meeting.
- 3) The President of IAHA is a member of all committees but shall vote only in the event of a tie.
- 4) The duties and authority of all standing committees shall be as set forth in the Annual Guidebook of Affiliate, which shall in any case be subject to the Constitution of the Affiliate and the USA Hockey Bylaws, Rules & Regulations and Policies.

SECTION 3: AD-HOC COMMITTEES

Ad-hoc committees (e.g., Tournament Committee, Coaching Program, Finance, etc.) may be established by the President or by a majority vote of the Board. The selection process of chairperson and general members of ad hoc committees shall be the same as for standing committees except members need not be ratified by the Board and a Board member may be selected as a chair, but not required.

- 1) The Chairperson of each committee, with input and assistance of the committee members shall carry out the duties of the committee and provide a written report to the Board of Directors as needed and/or requested. Decisions or recommendations of the Committee shall be made by majority vote of the Committee Members. Each committee chairperson shall present a written Annual Report to the President at least one week prior to the Annual Meeting.
- 2) The President of IAHA is a member of all committees but shall vote only in the event of a tie.
- 3) The duties and authority of ad hoc committees shall be as set forth in the Annual Guidebook of Affiliate, which shall in any case be subject to the Constitution of the Affiliate and the USA Hockey Bylaws, Rules & Regulations and Policies.

SECTION 4: REMOVAL OF BOARD MEMBER

The Board (President, Vice President, Secretary, Treasurer, At-Large Director and Voting Representatives of Member Associations in good standing) may remove an Executive Committee Member by a two-thirds majority vote of the Board of Directors.

The Board may require the replacement of a Voting Representative of a Member Association after a Bylaw 10 hearing has been held. This removal requires a two-thirds majority vote of the Board of Directors.

ARTICLE 9 - MEETINGS OF THE BOARD

SECTION 1: MEETINGS

- 1) Regular meetings of the Board shall be held at such times and at such places as fixed by the President. Alternative methods for Board members to participate in the administration of IAHA include conference call or videoconference.

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- 2) General Board meetings shall be open to all members. However, such members shall not participate in, or in any way interfere with the conduct of the board meeting unless the item for discussion has been submitted to the IAHA President and is a topic of discussion on the meeting agenda. The Board may allow for a closed session, as it deems necessary.
- 3) Agenda topics must be submitted to the IAHA Secretary no later than fifteen (15) days prior to a General meeting or Annual meeting and 48 hours prior to a special meeting.
- 4) Non-agenda items. A time limit of three (3) minutes shall be allowed for participant members to state their business on non-agenda items, unless the Board provides for a longer period of time. The Board may request further discussion at a future meeting.

SECTION 2: QUORUM

A quorum is defined as the presence of a simple majority of the Board at the commencement of a meeting.

ARTICLE 10 - ANNUAL & SPECIAL MEETINGS

At least three (3) meetings of the Board of Directors shall be accomplished in each calendar year

SECTION 1: ANNUAL MEETING

The Annual Meeting, which is open to all participant members, shall be held in May at a place and time designated by the Board.

SECTION 2: GENERAL MEETINGS

A general meeting of the Board of Directors shall be held during the months of January (Winter Meeting) and September (Fall Meeting) each year.

SECTION 3 SPECIAL MEETINGS

Special meetings of the membership may be called by the (1) IAHA President, or (2) a simple majority of the Board.

SECTION 4: MEETING NOTICE AND AGENDA

- 1) Notice and agenda of regular and Annual meetings: There shall be no less than a thirty (30) day notice for a general meeting and 30-day notice for the Annual Meeting. Agendas shall be available no less than ten (10) days for a general meeting and ten (10) days for the Annual Meeting.
- 2) Special meetings may be conducted by video conference or conference call for topics with urgency that require a resolution prior to a regularly scheduled meeting. A 48-hour notice period is required for special meetings

ARTICLE 11 – ELECTIONS

SECTION 1: RESULTS & ASSUMPTION OF OFFICE

The election of the Executive Committee Members (President, Vice President, Treasurer and Secretary) and the At-Large Director shall be the last item on the agenda of the Annual Meeting of the Affiliate, and the newly elected Executive Committee Members and At Large Director shall assume office at the conclusion of the Annual Meeting. Newly elected/newly appointed Affiliate

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positions shall also assume office at the conclusion of the Annual Meeting. Those individuals appointed to complete a remaining term of a vacated position assume office upon appointment.

SECTION 2: ELECTIONS PROCESS

BOARD OF DIRECTORS -A Director and Alternate shall be elected by a democratic process by the registered participants in a qualified member association with whom he/she is a member and certified by the President and Secretary of that association. A Director and Alternate elected by a member association shall serve a term of one (1) year. In the event of vacancy, the affected association shall appoint a successor for the remainder of the term.

AT LARGE DIRECTOR -Nominations and biographies for open positions of the At-Large Director must be received by the Nominating Committee 21 days prior to the Annual Meeting. Candidates may run for a stated position up for election, subject to eligibility requirements for positions. Once the nominations have been submitted, the ballot will be closed and only those names will be included on the Annual Meeting Agenda

EXECUTIVE COMMITTEE. -Nominations and biographies for open positions of the Executive Committee must be received by the Nominating Committee 21 days prior to the Annual Meeting. Candidates may run for a stated position up for election, subject to eligibility requirements for positions. Once the nominations have been submitted, the ballot will be closed and only those names will be included on the Annual Meeting Agenda.

ARTICLE 12 - CONDUCT OF MEETINGS

SECTION 1: ROBERT'S RULES OF ORDER

All meetings of the membership and the Board shall be conducted in accordance with the most recent edition of "Robert's Rules of Order."

SECTION 2: LEADERSHIP

In the case of the President taking a leave of absence from his/her position, the Vice President shall immediately become President during such leave of absence, or for the remainder of the President's term if the President has resigned. In the event there is no Vice President to succeed to the Presidency, then the Secretary shall be empowered to conduct a Board Meeting for the sole purpose of electing a new or interim President.

ARTICLE 13 - DISPUTE RESOLUTION, DISCIPLINE, ARBITRATION

SECTION 1: DISPUTE RESOLUTION

- 1) General - All claims, demands, discipline or disputes ("Disputes") arising by and between Parties, as defined in USA Hockey Bylaw Section 10, shall be subject to the provisions of this Article and USA Hockey Bylaw 10 and constitute the sole and exclusive remedy for dispute resolution.
- 2) Purpose - It is the specific purpose of this Article and USA Hockey Bylaw 10 to provide a uniform method of resolving Disputes that is a full and complete substitute for any court proceedings and that utilizes the specific skills, expertise and background of individuals experienced in the

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sport of hockey and sports administration. The procedures set forth in USA Hockey Bylaw 10 are referred to collectively as the "Dispute Resolution Procedure."

- 3) Failure to Follow Procedure - All Parties agree to abide by this Dispute Resolution Procedure. Failure to abide by the Dispute Resolution Procedure shall, in addition to any other sanctions allowed by these Articles:
 - a. Make a Party and any person or entity representing, participating with or aiding such Party liable for any and all costs and expenses, direct or indirect, including reasonable court costs and attorneys' fees and the value of volunteer time incurred by USA Hockey, its Affiliate Associations, directors, officers and/or agents; and
 - b. Subject such Party to Summary Suspension and/or disqualification from membership and any right to participate in USA Hockey or its Affiliate Associations' sanctioned events in the sole discretion of USA Hockey or its Affiliate Associations.

ARTICLE 14 – AMENDMENTS

SECTION 1: CONSTITUTION & BY-LAW AMENDMENTS

The Constitution and Bylaws of the IAHA Affiliate may be amended as follows:

- 1) Such proposed amendments shall be provided to all Board Members in the General Winter meeting prior to any Annual Meeting where such amendments are to be voted upon.
- 2) To be approved, any amendment must receive the affirmative vote of at least two-thirds (2/3) vote of Board Members voting in person at any Annual meeting.

ARTICLE 15- DISTRIBUTION OF ASSETS UPON DISSOLUTION

SECTION 1: IRS SECTION 501(c)3 REQUIREMENT

The assets of IAHA are permanently dedicated to exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws), IAHA shall not be operated for pecuniary profit and shall have no capital stock and shall make no distribution of dividends to its members, directors, officers or persons having a private interest in the activities of the corporation.

SECTION 2: DISSOLUTION

In the event IAHA is dissolved, the Board of Directors shall pay, satisfy and discharge all liabilities and obligations of IAHA or make adequate provisions therefore and distribute all remaining assets of IAHA to an organization or organizations engaged in activities substantially similar to those of IAHA and organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at that time qualify as an exempt organization under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws).

Amended Date: June 6, 2020

IAHA Secretary: /s/ Joanne Tirocke

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Affiliate Agreement

This agreement, made and entered into this _____ day of _____, _____, by and between USA Hockey Inc., a non-profit District of Columbia corporation with its principal place of business located at 1775 Bob Johnson Drive, Colorado Springs, Colorado 80906 (hereinafter to be referred to as "USA Hockey"), and the, Idaho Amateur Hockey Association, a non-profit corporation (hereinafter to be referred to as "Affiliate"), for and in consideration of the mutual covenants and agreements herein contained.

Whereas, USA Hockey is the national governing body for the sport of amateur ice hockey, pursuant to the Amateur Sports Act of 1978, as amended; and Whereas, USA Hockey is the duly authorized representative of the International Ice Hockey Federation ("IIHF") with exclusive jurisdiction over the conduct of the play of the sport of amateur ice hockey as sanctioned by the IIHF within the United States of America; and

Whereas, Affiliate and USA Hockey wish to associate in the interest of developing and administering the sport of amateur ice hockey within Affiliate's geographical jurisdiction, as provided herein, and consistent with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and the IIHF;

Now, therefore, intending to be legally bound hereby, USA Hockey and Affiliate hereby mutually covenant and agree as follows:

I. JURISDICTION

USA Hockey hereby grants to Affiliate, subject to the limitations contained herein and federal law, the exclusive jurisdiction (as an "Affiliate Association" under USA Hockey's Bylaws) to conduct certain of the affairs of USA Hockey, to assist in the governance of the members of USA Hockey, and to regulate the sport of amateur ice hockey within the geographical area of _____, in each case as follows:

A. To assess and charge a reasonable team and/or individual fee for members within its jurisdiction, in addition to the regular USA Hockey fee, which fee(s) for the previous season shall be reported in writing to the Executive Director of USA Hockey on or before May 1 of each year.

B. To operate fund raising programs to support its functions as an Affiliate Association of USA Hockey, including a special charge on paid gate tournaments, games or events sponsored by Affiliate, so long as such fund raising programs do not conflict with USA Hockey's sponsorship or licensing programs of which Affiliate is notified from time to time.

C. To establish and collect a reasonable "travel permit" fee from members as a condition of certification that the member is eligible to compete outside the jurisdiction of Affiliate, which fee for the previous season shall be reported in writing to the Executive Director of USA Hockey on or before May 1 of each year.

D. To establish and adopt, subject to the prior written approval of the appropriate Council of USA Hockey, reasonable regulations governing eligibility of members for playoff competition leading to national tournaments of USA Hockey including the establishment and collection of reasonable

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fees for such playoffs, such fees to be submitted for review at or before USA Hockey's Annual Congress and such regulations to be submitted within 30 days thereafter.

E. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as an Affiliate Association of USA Hockey.

USA Hockey hereby agrees that it will accept and recognize only those individuals, teams, leagues and associations within Affiliate's jurisdiction which hold and continue membership in good standing with Affiliate. Further, USA Hockey, in accord with the exclusive jurisdiction herein granted, agrees to cooperate with and assist Affiliate in the administration of the play of the sport of amateur ice hockey within Affiliate's jurisdiction, when such cooperation and assistance is deemed necessary and/or advisable by Affiliate and USA Hockey. USA Hockey hereby agrees to assign Affiliate to one of its districts and Affiliate is hereby entitled to participate with any other Affiliate Associations within its District with respect to the affairs of the District pursuant to the Bylaws and Rules and Regulations of USA Hockey.

This Agreement establishes certain obligations of and grants certain rights to Affiliate as an "Affiliate Association" of USA Hockey. USA Hockey acknowledges that Affiliate is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

II. BYLAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY AFFILIATE

The Affiliate, in consideration of the grant of exclusive jurisdiction, hereby agrees to adopt as official policy and/or bylaws of its organization, the following:

A. Bylaw #1 – USA Hockey Preeminence

The Idaho Amateur Hockey Association, an Affiliate Association of USA Hockey, Inc., shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Idaho Amateur Hockey Association. Further, the Idaho Amateur Hockey Association (i) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey:

(1) Sportsmanship

Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

(2) Respect for the Individual

Treat all others as you expect to be treated.

(3) Integrity

We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

(4) Pursuit of Excellence at the Individual, Team & Organizational Levels

Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

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(5) Enjoyment

It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

(6) Loyalty

We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

(7) Teamwork

We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

B. Bylaw #2 – Indemnity

The Idaho Amateur Hockey Association, an Affiliate Association of USA Hockey, Inc., shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of Idaho Amateur Hockey Association, except to the extent (i) that USA Hockey or its aforesaid 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, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey. Further, the Idaho Amateur Hockey Association understands and acknowledges that USA Hockey and its aforesaid 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 bylaw.

USA Hockey shall reasonably cooperate with Affiliate in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require USA Hockey to incur any out of pocket expense not reimbursed by Affiliate.

III. ADDITIONAL PRINCIPLES WHICH MUST BE CONTAINED IN AFFILIATE'S BYLAWS OR OFFICIAL POLICY
Affiliate hereby understands and agrees that the organization, structure, policy, bylaws and/or operation of Affiliate shall reflect, and shall not violate, the following principles:

A. Membership

All Registered Participant Members of Affiliate, as a condition of membership in good standing with Affiliate, shall also be required to be Registered Participant Members in good standing with USA Hockey.

B. Government

The government and authority of Affiliate shall be vested in a Board of Directors composed of at least three representatives, as determined by Affiliate, selected through an annual democratic election process. A majority of the Board must always be composed of representatives selected by such election process. The officers of Affiliate, selected by the Registered Participant Members or the Board of Directors, shall include at least a president, vice president and secretary-treasurer. It is recommended that the terms of directors and officers be staggered.

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C. Voting

Each Registered Participant Member of Affiliate shall be entitled to one vote in the process adopted by Affiliate for the election of its Board of Directors. The process adopted by Affiliate for the election of its Board of Directors shall be based upon the premise that each Registered Participant Member of Affiliate shall be entitled to one vote. The manner of any voting by proxy, shall be stated in writing and shall be subject to the approval of the Executive Committee of USA Hockey.

D. Annual Meetings

Any action(s) or policy(s) adopted or requested to be adopted by the Board of Directors or the officers of Affiliate shall be reported to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members of Affiliate no less than fifteen (15) days in advance of the holding of the meeting, which meeting shall be open to all members of Affiliate.

E. Financial Reports Due and Assessments

Affiliate shall provide to the Executive Director of USA Hockey an annual financial report of operations, and all dues and assessments by Affiliate shall be reasonable in relation to the programs it offers to its members.

F. Publication of Constitution and Bylaws

Affiliate shall annually distribute to its members, copies of its constitution, bylaws and other governing documents, and all amendments thereto. Copies shall also be available upon request.

G. Equal Opportunity/Automatic Suspension of Athletes Without a Hearing

Affiliate must 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. Affiliate shall provide for the prompt and equitable resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate.

H. Insurance

(1) Affiliate agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy and the Directors and Officers and Crime insurance policy maintained by USA Hockey. USA Hockey shall inform Affiliate of the limits of that policy, and of the changes to those limits which may be made by USA Hockey at its sole prerogative. Affiliate retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name USA Hockey as an additional insured thereof. By purchasing and maintaining the aforementioned insurance policies, USA Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of Affiliate.

I. 501(c)(3) Status

Affiliate shall at all times during the term of this Agreement maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and shall cooperate with USA Hockey in the event that USA Hockey and Affiliate deem it advisable for Affiliate to be included in a group exemption letter.

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J. Abuse

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

K. Adoption

Affiliate shall adopt, as amendments to its bylaws and as official policy, the foregoing principles set forth in Sections ii and iii within 180 days of the date of this Agreement. It shall be a condition of the continuation of the grant of affiliate status contained herein for Affiliate to deliver written proof of such adoption to USA Hockey at its principal office within 210 days of the date of this Agreement. If Affiliate does not adopt the foregoing principles as required herein, its members shall not be entitled to the benefits of membership in USA Hockey.

IV. TERM

The term this Agreement, shall be for one (1) year, from September 1, _____, to August 31, _____ and renewed annually thereafter, unless (i) either party shall notify the other of an intention to terminate the relationship herein created no less than sixty (60) days prior to the end of the term provided for above or (ii) earlier terminated for breach as hereinafter provided.

V. BREACH

In the event that Affiliate shall breach any of the terms and conditions of this Agreement, or any of the Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey (which provisions are incorporated herein by this reference as though fully set forth herein), then USA Hockey shall have the right to impose sanctions pursuant to Bylaw 10 of USA Hockey's Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Affiliate.

In the event that USA Hockey shall breach any of the terms and conditions of this Agreement, then Affiliate shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

VI. MISCELLANEOUS

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between USA Hockey and Affiliate:

A. Notice

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving USA Hockey and Affiliate as provided for in this Agreement:

- (1) USA Hockey
Executive Director
USA Hockey, Inc.
1775 Bob Johnson Drive
Colorado Springs, CO 80906-4090*
- (2) Affiliate*

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B. Amendment

This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification or amendment is in writing, and signed by both parties hereto.

C. Severability

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

D. Entire Agreement

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

E. Governing Law

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Colorado.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives, and attested to by their respective representatives on this _____ day of _____, _____.

USA HOCKEY, INC.

By _____

Its _____

_____/_____/_____

Printed Name Date

<<AFFILIATE>>

By _____

Its _____

_____/_____/_____

Printed Name Date