

**Kentucky Soccer Referee Association  
Bylaws (as adopted February 12, 2017)**

**Article 1: Name**

The name of the Corporation shall be the Kentucky Soccer Referee Association, Inc., and it is identified herein and otherwise as the KSRA. It is organized as a not for profit Corporation under the laws of the Commonwealth of Kentucky and it is intended to be operated as an organization exempt for taxation pursuant to the appropriate section of the Internal Revenue code of 1986, as amended.

**Article 2: Affiliation**

The KSRA shall be associated with the United States Soccer Federation (“USSF”), and shall make every effort to remain a member in good standing of the USSF. KSRA shall serve the Kentucky national affiliates of the USSF.

**Article 3: Principal Place of Business**

The principal Corporation office shall be located, subject to change, at the following address:

158 Constitution Street  
Lexington, KY 40507

**Article 4: Purposes**

The purpose of the KSRA shall be:

- To recruit, instruct, certify, assign, assess, mentor, improve, and retain proficient soccer referees for USSF sanctioned matches;
- To maintain the highest standard of officiating;
- To promote the game of soccer and the spirit of fair play among all participants; and
- To provide direction and service for refereeing the game of soccer in the areas of instruction, assessment, assignment, and administration.

**Article 5: Definitions**

- A. The Corporation shall mean the Kentucky Soccer Referee Association, Inc (“KSRA”).
- B. The KSRA shall consist of a State Referee Committee (“SRC”) and a General Assembly.
- C. The SRC shall consist of the following appointed positions:
  - a. Chairperson;
  - b. State Referee Administrator (“SRA”);
  - c. State Youth Referee Administrator (“SYRA”);
  - d. State Director of Instruction (“SDI”);
  - e. State Director of Assessment (“SDA”);

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- f. State Assignment Coordinator (“SAC”);
  - g. Registrar;
  - h. District Referee Administrator (“DRA”) District 1;
  - i. District Referee Administrator (“DRA”) District 2A;
  - j. District Referee Administrator (“DRA”) District 2B;
  - k. District Referee Administrator (“DRA”) District 3;
  - l. District Referee Administrator (“DRA”) District 4A;
  - m. District Referee Administrator (“DRA”) District 4B.
- D. The General Assembly shall consist of the following appointed positions:
- a. Kentucky Soccer Association (“KSA”) President (Ex-Officio);
  - b. Kentucky Youth Soccer Association (“KYSA”) President (Ex-Officio);
  - c. Past SRA (Ex-Officio);
  - d. Assistant State Director of Instruction (“ADI”);
  - e. Assistant State Director of Assessment (“ADA”);
  - f. Academy Director;
  - g. Treasurer; and
  - h. Secretary.
- E. Districts shall consist of six (6) areas within the boundaries of Kentucky as defined by the SRC.
- F. A Voting Member shall include any person in the SRC as identified above in paragraph C of this Article.
- G. Any person residing in or affiliated with a soccer organization in Kentucky, who is in good standing with the USSF as a: referee, assessor, assignor, instructor, administrator, coach, and/or player, may be eligible as a member.
- H. Fiscal year shall mean September 1 through August 31.

#### **Article 6: Jurisdiction - Districts**

The jurisdiction and territory of the KSRA shall be the Commonwealth of Kentucky and the boundaries within.

#### **Article 7: Membership Eligibility**

- A. Any person residing in or affiliated with any KSA or KYSA affiliated, soccer organization in Kentucky, who is in good standing with the USSF as a referee, assessor, assignor, instructor, administrator, coach, and/or player, may become a Member of the KSRA by registering with USSF through KSRA.
- B. The KSRA shall not discriminate against any individual on the basis of race, color, religion, age, sex, sexual preference, or national origin.
- C. All Members shall be subject to the policies and procedures of the risk management program of the KSRA as determined by the SRC as well as subject to any risk management programs required by KYSA, KSA, and USSF.
- D. A Member may terminate his or her membership with KSRA by:
  - a. Written (including electronic means) communication to the SRA;

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- b. Transferring his or her registration with the USSF from KSRA to another state; or
  - c. Terminating his or her registration with the USSF.
- E. A Member may have his or her registration with KSRA terminated, suspended, or [placed on probation through disciplinary action by the SRC and or the USSF in accordance with the applicable current or future bylaws, policies, and/or procedures.

#### **Article 8: Member Duties and Responsibilities**

- A. The duties and responsibilities of Voting Members (SRC) of the KSRA shall be specified by the USSF, subject to revision by the KSRA so long as those revisions are not expressly prohibited by the USSF Bylaws and Policies.
- B. Current USSF documents and their subsequent revisions, if any, concerning the roles and responsibilities of members are incorporated herein by reference.
- C. Members of the KSRA, specifically the SRC and the General Assembly, are expected to make every effort to attend the Regular and Special Meetings of the KSRA.
- D. The SRA shall have general responsibility for the administration of the KSRA, including the compliance with not-for-profit corporation laws of Kentucky as well as IRS Regulations.
- E. The KSRA shall select a Secretary, consistent with the procedures in Article 9, whose duties over a two year term shall consist of preparing, recording, minutes of all Regular and Special Meetings.
- F. The financial affairs of the KSRA shall be bonded. Such financial affairs shall include keeping accurate account of financial transactions, serving as custodian of funds, and making necessary transactions for the Fiscal Year. The account may be reviewed or audited by an independent firm, as KSRA determines necessary.
- G. Each position of the SRC shall submit a budget proposal to their respective program, for approval no later than 60 days prior to June 30 of each fiscal year.
- H. The SRA shall prepare a report of annual expenditures, of the previous fiscal year, by October 31.
- I. All Members of the KSRA shall have equal access to all KSRA information and records.
- J. The KSRA shall select a Treasurer, consistent with the procedures in Article 9, whose duties over a two (2) year term shall consist of preparing, recording, paying costs and expenses (as approved by the SRA), distributing financial reports, and maintaining financial records for KSRA.

#### **Article 9: Positions, Terms, and Term Limits**

- A. The position of Chairperson shall be nominated and approved by a simple majority of the SRC (the current Chairperson shall abstain), after consultation with the KSA and KYSA Presidents.
- B. Positions of SRA and SYRA shall be determined in accordance with USSF Bylaws.
- C. Positions of SDI, SDA, SAC, DRA, ADI, Registrar, Treasurer, and Secretary shall be appointed by the SRA, after nomination by any Member or board appointed committee, and approved by a simple majority of the SRC (the person in that current position shall

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abstain).

- D. It is the intent that each Member position be held by one person. However, a single Member may hold multiple positions, when so determined by the SRC.
- E. The terms for the Chair, SDI, SDA, SAC, DRA, ADI, Registrar, Treasurer, and Secretary shall be for two years starting September 1 of the initial year. If a position must be filled before the expiration of a term, and appointment shall be made to fill the portion remaining in that respective term only. The term of the Chair, SDI, and SAC shall be staggered from SDA, and ADI. The DRA terms shall also be staggered.
- F. There shall be no restrictions on the number of terms, consecutive or otherwise, any Member of the KSRA may serve. Any vacancy for any position except, SRA and SYRA, may be filled by appointment by the SRA until the next regularly scheduled meeting of the KSRA. Vacancies in the position of SRA or SYRA will be filled in accordance with the USSF Bylaws.
- G. Any member of the SRC, as well as the ADI, ADA, Secretary, and Treasurer may be removed from their position by recommendation of the SRA after approval of the SRC (with that person abstaining) if the person fails to fulfill their job duties and responsibilities or if they act in a manner that is detrimental to the KSRA.
- H. The KSRA will review the performance of all Members continually and it may take action deemed necessary in the best interest of soccer.
- I. At the expiration of a Member's term (including when the position is vacated some other reason) he or she shall deliver to the successor of the respective position, all records and assets in his or her possession belonging to the KSRA, and shall not be relieved of such obligation until such deliverance has been completed.

#### **Article 10: Termination of Members**

- A. Grounds for termination of any Member of the KSRA includes, but is not limited to:
  - a. Failure of the Member to fulfill his or her designated duties and responsibilities;
  - b. Conduct that discredits the KSRA by words, deeds, or action
  - c. Conduct that is not in accordance with the Referee Code of Ethics; or
  - d. Conduct that is not in accordance with the USSF Bylaws.
- B. Allegations of any ground for termination as listed in Paragraph A in this Article, shall be submitted in writing to the Chairperson, SRA, and the respective State President (KSA or KYSA). Upon receipt and review of the written allegations, the Chairperson shall confirm within seven (7) days the receipt of such allegations with the respective State President and SRA.
- C. The Chairperson (or SRA acting in the Chairperson's absence) shall within seven (7) days of such confirmation contemplated in Paragraph B of this Article, inform the accused Member of the allegations and provide him with the opportunity to respond to the allegations and submit written comments, within fourteen (14) days of the accused Member's notification of said allegations.
- D. The Chairperson (or SRA acting in the Chairperson's absence), or his or her designee, shall within thirty (30) days of such confirmation contemplated in Paragraph B of the

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Article, but not less than seven (7) days, conduct a hearing to determine whether the subject matter allegations are true as well as the disciplinary action, if any, to be taken. The hearing shall be publicized, open to the public, and before a hearing panel.

- E. The accused Member, as well as the person making the subject matter allegations shall be entitled to appear at the hearing, be represented by counsel, present evidence (including witnesses), and be afforded the opportunity for cross examination. Any person on the hearing panel shall be able to question the witnesses or person providing testimony.
- F. The accused Member has the right to have a record made of the hearing upon written request to the Chairperson (or SRA acting in the Chairperson's absence) or his or her designee. The accused Member is required to pre-pay any costs associated with making such record.
- G. Upon completion of the hearing, the hearing panel shall retire to vote on the disposition of the case. A vote of seventy-five percent (75%) of the hearing panel shall be necessary to take any disciplinary action. Disciplinary action may include termination, suspension, or probation for any length of time deemed appropriate by the hearing panel.
- H. The accused Member shall have the right to appeal any action through the appropriate process in accordance with the USSF Bylaws.
- I. A written decision, including a basis for the decision, based solely on the evidence in the record, shall be issued in a timely fashion by the hearing panel.
- J. The hearing panel shall consist of no less than five (5) persons and not more than twelve (12). A pool of possible members of the panel shall be maintained by the SRA. Each member of the panel must be impartial towards the accused member and shall be required to withdraw from the panel if not capable of being impartial. The members of the panel are not required to be members of the KSRA, but should have some interest in soccer and its wellbeing in Kentucky.

### **Article 11: Voting**

- A. Each member of the SRC shall have one (1) vote.
- B. The Chairperson shall not vote, except on issues where the members of the SRC are equally divided.
- C. Decisions with regard to all matters before the SRC, including but not limited to policy and budgetary issues, shall be by a simple majority vote of the Voting Members present at the meeting, unless otherwise noted in these Bylaws.
- D. For special meetings, the same requirements as set forth in Paragraph C in the Article shall apply.
- E. All meetings, whether regular or special may be in person or by teleconference. Member may also attend in person meeting by telephone so long as the technology to allow such attendance is easily accessible and does not create an undue burden for the KSRA.

### **Article 12: Meetings**

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- A. Meeting shall be conducted under the Roberts Rules of Order with the Chairperson presiding. The SRA may preside in the absence or at the request of the Chairperson.
- B. Written, e-mail, or fax notice of meetings shall be sent to each Member of the SRC and General Assembly at least seven (7) days in advance.
- C. In the absence of the Chairperson and the SRA, the Members of the SRC, shall make no binding decisions.
- D. No meeting of the SRC and General Assembly shall be held without a quorum of the SRC being present. A quorum shall consist of fifty percent (50%) of the SRC.
- E. A thirty (30) minute grace period shall be allowed to achieve a quorum, with more time added if the majority of those present agree. No action may be taken without the quorum being present.
- F. There shall be, at a minimum, quarterly meetings of the KSRA each fiscal year, which will be held in various districts for travel convenience. One of the quarterly meetings shall be considered the annual meeting. A tentative schedule of the quarterly meetings shall be set during the last regularly scheduled meeting of the fiscal year. These meetings may be held by teleconference at the discretion of the Chairperson or the SRA.
- G. The Chairperson or the SRA may call Special Meetings, with notice contingent on an emergency. The same rules regarding the need for a quorum as set forth in this Article shall apply.

#### **Article 13: Amendments**

- A. The KSRA shall be permitted to amend, repeal, or adopt new policy, bylaws, rules and/or regulations. The changes should be in the spirit of the game and may be required by changes in USSF Bylaws or Policies.
- B. These bylaws may be amended at any regularly scheduled or Special Meeting by a vote of seventy-five percent (75%) of the SRC present.
- C. Written notice of any proposed repeal or amendment of these bylaws shall be presented in writing (including e-mail) to each Member of the SRC and General Assembly at least thirty (30) days in advance of any voting.

#### **Article 14: USSF Compliance**

The KSRA shall abide by both USSF and KSRA Bylaws, Policies, Rules, and Requirements as well as the applicable laws of the Commonwealth of Kentucky and the United States of America. In the event of a conflict between USSF and KSRA Bylaws, Policies, Rules, and Requirements, the USSF Bylaws, Policies, Rules, and Requirements shall take precedence over and supercede the KSRA Bylaws, Policies, Rules, and Requirements.

#### **Article 15: Records**

- A. The KSRA shall have a records retention policy that ensures the retention of all documents no less than five (5) years. Historical documents may be retained beyond

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this schedule at the discretion of the KSRA.

- B. The Articles of Incorporation of the KSRA shall be preserved and corporate status maintained in the Commonwealth of Kentucky through the Secretary of State.

#### **Article 16: Non-Profit Corporate Status**

- A. This organization shall not be organized for any pecuniary profit, nor shall any part of its net earnings be distributed to the Members. However, the KSRA shall be authorized and empowered to pay reasonable compensation for services rendered in carrying out the purposes of the KSRA set forth in Article 4 of these bylaws.
- B. The KSRA shall be authorized to apply for appropriate non-profit status from the Internal Revenue Service.
- C. The KSRA shall not conduct a substantial part of its activities in an attempt to influence legislation.
- D. The KSRA shall not participate or otherwise intervene in any political campaign on behalf of any candidate for public office.
- E. Notwithstanding any other provision contained in these bylaws, the KSRA shall not engage in any activity or exercise any power that is not in furtherance of the purposes of the organization.

#### **Article 17: Compensation**

- A. Costs and expenses incurred by KSRA Members to execute their designated duties and responsibilities shall be reimbursed according to policies established by the SRC.
- B. KSRA Members may be compensated for services when acting as an Instructor, Assessor, or Administrator in accordance with policies established by the SRC.

#### **Article 18: Indemnification**

- A. KSRA shall indemnify any Member from any claim, whether civil, criminal, administrative, or otherwise other than an action by or in right of the KSRA.
- B. The indemnification contemplated within this article shall include any expense including attorney's fees, judgments, fines, and amounts paid in settlement and reasonably incurred by the Member, in connection with any claim if the Member acted in good faith and in a manner reasonable believed to be in or not opposed to the interest of KSRA.
- C. The indemnification contemplated within this article shall also include any criminal action or proceeding, if the Member had no reasonable cause to believe that the subject matter conduct was unlawful.
- D. The termination of any action or claim by judgment, order, settlement, conviction, pleas of nolo contendere, or its equivalent shall not, of itself, create a presumption that the Member did not act in good faith and in a manner which the Member reasonably believed to be in or not opposed to the best interest of KSRA, and with respect to any criminal action or proceeding, that the Member had no reasonable cause to believe that the conduct was unlawful.

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### **Article 19: Insurance**

- A. The KSRA may purchase and maintain insurance against any liability asserted against any Member and incurred by the Member in such capacity.
- B. Any insurance contemplated in Paragraph A of this Article shall be in addition to any insurance provided by USSF, KYSA, or KSA.

### **Article 20: All-Powers Clause**

The KSRA shall have power to do any lawful acts, reasonably necessary or desirable, for carrying out its purposes as contemplated in these bylaws.

### **Article 21: Dissolution of the KSRA**

- A. Upon motion, and a vote of seventy-five percent (75%) of the SRC present at the given meeting, the KSRA may dissolve, in accordance with the laws of the Commonwealth of Kentucky, after satisfying all fiduciary duties and financial responsibilities.
- B. As a part of any dissolution, any and all remaining assets shall equally be divided between KSA and KYSA.
- C. The death, removal, or resignation of any member of this organization shall not result in the automatic dissolution of this organization.

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