

BRIDGETOWN YOUTH FOOTBALL ASSOCIATION INC.

2010 Organizational Bylaws

Preamble

To provide area youth an opportunity to participate and learn organized FOOTBALL skills in such a way as to promote moral and physical values.

Article I

The organization name shall be BRIDGETOWN YOUTH FOOTBALL ASSOCIATION, INCORPORATED, also known as Oak Hills Little Highlanders Youth Football.

Article II: Membership

The membership of this organization shall be: active coaches and their respective team moms listed on a roster for a given fiscal year, or individuals holding an elected or board approved position within the association. In order to become a member in good standing and qualify to vote for officers, that member must have been recognized at a scheduled monthly meeting and agree to the BYFA code of conduct. All members must attend at least 50% of the meetings in order to receive their voting rights. The starting date for new members shall be the date they are eligible to become members. An annual criminal background check will be performed on all members. These background checks will be submitted to the President and Football Coordinator for review if necessary and kept on file. All information will be kept confidential. The association shall incur the initial cost associated with the criminal background check. All members and coaches must be at least (18) years of age or older and agree to the Code of Conduct. The head coach nominates the assistant coaches for their team and submits a list to the appropriate Coordinator for approval by the Executive Board.

Article III: General Membership Meetings

1. The power and authority of this organization shall be exercised through a vote by members in good standing at the conclusion of the annual General Membership Meeting to be held during the month of December.
2. Regular meetings are closed to anyone who is not a member. Any non-member must contact the President or, if unavailable, any board member before attending a meeting.
3. The following is the order of business for all meetings:
 - Opening of the meeting
 - Hearing of the public
 - Approval of the minutes
 - New Members
 - Financial Report
 - Committee Report
 - Elections (if any)
 - Old Business
 - New Business
 - Closing of the meeting

Section I: Board Members

1. President

It shall be the duty of the President to preside over all membership meetings, appoint committees, and ensure that all committee recommendations approved by the general membership Executive Board are carried out. The president shall be the representative to the general public, and may attend central organizational meetings in which BYFA is a member. The President shall have the authority to sign checks, drafts, notes, bonds and orders for payment subject to the approval of the Executive Board. The President and Treasurer together have the power and authority to manage, close or open financial relationships as necessary in the best interest of BYFA. The President shall oversee all purchasing, and shall hold a key to the post office box. In the event of a tie in the vote among the Executive Board, the President casts the deciding vote.

2. Vice President

It shall be the duty of the Vice President to assist the President whenever necessary. In the President's absence or in the event of his inability to act, the Vice President shall perform the duties of the President. All disciplinary action (kids, parents etc.) will be handled by the Vice President. He/she shall also perform such other functions as the Board may from time to time assign. The vice president will lead the Disciplinary Committee.

3. Secretary

It shall be the duty of the Secretary to record the proceedings of all meetings, conduct the general correspondence of the organization, send notice of all meetings, and other notice(s), as required; record committee appointments; furnish committees with necessary material(s); keep copies of the Bylaws and other permanent records as necessary. He/she will maintain current player and coaches' lists by team, and will provide this information as necessary. He/she will be the liason to cheerleading. He/She will also maintain/update the association's website and e-mail.

4. Treasurer

It shall be the duty of the Treasurer to collect all dues and care for the funds of this organization; maintain accurate records of all receipts and disbursements; pay all bills upon direction of the President and or approval; submit a monthly report at each regular meeting and submit an annual report. The Treasurer shall have the authority to sign checks, drafts, notes, bonds and orders for payment. The President and Treasurer together have the power and authority to manage, close or open financial relationships as necessary in the best interest of BYFA. In the absence of the President, Vice President and Football Coordinator the Treasurer shall preside over the meetings. The Treasurer will also oversee the purchases and correspond with the President over all financial matters. The Treasurer will also be responsible for the filing of all tax forms. In addition, the Treasurer will be responsible for the filing of the organization's incorporation papers that are updated every (5) years, starting in 2004 and every subsequent five year period thereafter. He/she will also insure that a yearly audit is conducted by a 3rd party CPA firm unless otherwise recommended by the Executive board.

5. Treasurer Assistant

It shall be the duty of the Treasurer Assistant to assist the Treasurer with all his/her duties. The Assistant should preferably be an individual that is from the opposite set of teams (i.e. Treasurer is affiliated with the red teams; the assistant should be from the

black). This is only a preference; all elections are open to nominated candidates. If no equally suited candidate is available then the individual can be from the same set of teams.

6. Football Coordinator (League Representative)

It shall be the duty of the Football Coordinator to provide written scheduled event dates, any conference or league paperwork, and maps for all away games to all Head Coaches with enough lead time to ensure adequate opportunity to notify players and parents. The Football Coordinator will also act as League Representative and attend all league meetings and report any issues or information to the General Membership. He/she will work with the President on all football issues concerning the league. The Football Coordinator will ensure that all Head Coaches are certified if required by league rules. He/she will provide a list of Head Coaches and Assistant Coaches and submit it to the Secretary. In the event the Executive Board does not approve a Head Coach, or an Assistant Coach, a new recommendation must be submitted. The Football Coordinator will work with the Football Equipment Manager to develop a schedule for equipment dispersal and returns. He/she will advise Head Coaches in between monthly BYFA meetings, if necessary, of any information that can affect their team during the season. In the absence of the President and Vice President the Football Coordinator shall preside over the meetings.

7. Football Coordinator Assistant

It shall be the duty of the Football Coordinator Assistant to assist the Football Coordinator with all his/her duties. The Football Coordinator Assistant will also attend all league meetings if the Football Coordinator is unable to attend. The Assistant should preferably be an individual that is from the opposite set of teams (i.e. Treasurer is affiliated with the red teams; the assistant should be from the black). This is only a preference; all elections are open to nominated candidates. If no equally suited candidate is available then the individual can be from the same set of teams.

8. Football Equipment Manager

It shall be the duty of the Football Equipment Manager to ensure that the football equipment of the organization meets or exceeds all safety standards established by the NOCSAE Council, or any other authority on safety in Youth Football as required by the league. The Football Equipment Manager will prepare recommendations for equipment purchases to the Executive Board for approval. The Football Equipment Manager will provide an inventory list of all equipment to the Secretary for inclusion in the organization permanent files. The Football Equipment Manager or a member of this organization will oversee all football equipment dispersal and returns and ensure that all paperwork is properly completed.

9. Football Equipment Assistant

It shall be the duty of the Football Equipment Assistant to assist the Football Equipment Manager with all his/her duties. The Assistant should preferably be an individual that is from the opposite set of teams (i.e. Treasurer is affiliated with the red teams; the assistant should be from the black). This is only a preference; all elections are open to nominated candidates. If no equally suited candidate is available then the individual can be from the same set of teams.

10. Fundraising Coordinator

It shall be the duty of the Fundraiser Coordinator to ensure that all fundraising responsibilities are meeting the needs and standards of the organization. Job

responsibilities will include raffle tickets, assisting with the golf outing, spirit wear, and any other fundraisers appointed. Also, he/she will handout all fundraiser information to the team moms and be responsible for collecting the tickets and or money.

11. Disciplinary Coordinator

It shall be the duty of the Disciplinary Coordinator to ensure that the Conduct of coaches, team moms, players and spectators complies with the Oak Hills Little Highlanders Code of Conduct. The coordinator shall receive, review and investigate all reports of code of conduct infractions and will report all issues to the Disciplinary Committee. The Disciplinary Coordinator will also complete a written report regarding the Disciplinary Committee's actions and findings in all matters and will submit said report to the Secretary, for record keeping, and will discuss the committee's findings at the next general membership meeting.

12. Board of Trustees

The Board of Trustees shall consist of three (3) members of BYFA who are elected annually. These members cannot hold any other elected position in BYFA during their term. The Trustees shall review the Treasurer's books at a minimum of four (4) times per year and report any discrepancy to the board.

13. Vacancy

In the event an officer resigns, or requests to vacate an office, the Executive Board will appoint a replacement for the remaining term.

Article IV

Section I: Executive Board

1. The Executive Board shall be part of the general membership of BYFA.
2. The general membership nominates all Officers and the (3) members of the Board of Trustees. The eligible to vote general membership elects all Officers and the (3) members by majority vote.
3. Nominations will be made at the conclusion of the October meeting. A nominating committee will also be appointed by the President at the October meeting. Anyone on the nominating committee is ineligible to run for a board position during that election. All nominations must be made in writing. Nominees have up to one week prior to the November meeting to accept or decline. All accepted nominations will be provided to all eligible voters within 1 week of the December meeting. Elections shall be held at the beginning of the December meeting. The election is for nominated positions only. Any open position that does not have an individual nominated will not be listed on the ballot and can not receive any votes. Positions that have no nominees will be appointed by the incoming board.
4. No one can run for more than one Executive Board position. If nominated for more than one Executive Board position, the nominee must choose which position they will run for and advise the nominating committee one week prior to the November meeting.
5. Only members that are eligible to vote can receive and accept a nomination. Non-members can receive and accept any nomination.
6. The following positions shall make up the Executive Board: President, Vice President, Secretary, Treasurer, Asst Treasurer, Football Coordinator, Asst.

- Football Coordinator, Football Equipment Manager, Asst Football Equipment, Fundraising Coordinator, and Disciplinary Coordinator.
7. Core Board members consist of the President, Vice President, Treasurer and Football Coordinator. Starting in 2011 and going forward the President and Treasurer will be elected for two years terms. Starting in 2012 and going forward the Vice President and Football Coordinator will be elected for two year terms.
 8. The duties of the Executive Board shall include:
 - a) Approval of any expenditures not included in the approved budget and or commitments made in the name of BYFA.
 - b) All persons with a grievance or concern can submit that concern or grievance in writing to the Executive Board. All concerns and grievances will be addressed within a timely manner.
 - c) Approve the nominations for Head Coaches and any of the coaching staff.
 - d) Approve the removal of a Head Coach or any member.
 - e) Review and Approve Asst. coaches list submitted by head coach.
 - f) Five (5) Board Members must be present to vote on any issue concerning BYFA, and majority rules.
 9. No two board members are permitted to be within the same immediate family or immediate household.

Article V: Bylaws

1. This organization shall adopt bylaws once every 2 years - starting in 2011 Bylaws may be amended at the February meeting of the General Membership by a majority vote of those present and eligible to vote. Upon approval of the general membership, the by-laws are final.
2. Robert's Rules of Order will govern any item not specifically covered in the bylaws.
3. Incorporation papers must be updated every five (5) years with our present attorney. This process is subject to audit and may occur more often. The years for incorporation will be as follows: 2004, 2009, 2014, 2019 etc. THIS IS A MUST. Incorporation papers are the responsibility of the Treasurer.

Article VI: Organization Termination

In the event of termination of this organization, Bridgetown Youth Football Association, Inc., all assets will be liquidated. All funds will be donated to The Oak Hills Athletic Boosters.

Article VII: Coaches

1. Each team under jurisdiction of the organization will not have more than seven (7) Football coaches, 1 team trainer, and one (1) team mom. All will adhere to the Code of Conduct. The duties of the Head Coach, among other things, include proper registration and qualification of all players assigned to their team in the organization. Failure to perform these duties or the attempt to falsify registration or qualification will result in dismissal from the organization.
2. Any member that knowingly commits any wrongful act can be removed by a Majority vote of the Executive Board.
3. All coaches, team moms and the Executive Board must sign an authorization

form to have a criminal background check completed. All members of the Executive Board must keep strict confidentiality about the criminal background checks. Criminal background checks will be updated every year. All criminal background checks and completed coaches' rosters must be turned in by the June meeting. Responsibility as a "Coach" with BYFA begins at this time.

4. All Head Coaches are required to attend 75% of the meetings from the time that they are appointed. Failure to attend the required amount of meetings subjects the coach to removal by the Executive Board. The Head Coach may appoint an Assistant Coach to attend in his/her absence.
5. All Coaches must actively participate in the organizations functions. Failure to do so may result in disciplinary action up to and including dismissal from coaching duties. (ex: assisting with set up and clean up of fields /concessions...fundraisers)

Article VIII: Committees

The President of BYFA will appoint and oversee all Committees with the exception of the Disciplinary committee. Committees will be chaired by one board member and open to all general members and open to the public.

Article IX: Equipment

1. Football Uniforms: BYFA will supply a helmet, shoulder pads, seven piece pant pads, practice/game uniform and a mouthpiece. All equipment must be returned except for the mouthpiece. All equipment and accessories will be handed out after the registration fee is paid in full. If Parents decide to purchase their own equipment they will not be reimbursed for said equipment. All parent purchased equipment must comply with OYFYL requirements. All parent purchased equipment must be maintained at all times by the parent (i.e. Helmet certification). Any injury that occurs due to unmaintained parent purchased equipment will not be covered by the organization's insurance.
2. Registration fees and equipment deposit fees will be set every year by the Executive Board.

Article X: Children

1. If any child is dismissed from Football, by the Disciplinary Committee, it must be put into writing, on association letterhead, and given to the appropriate Coordinator to be reviewed by The Executive Board. This will be signed by the President, Vice President and Football Coordinator and sent by certified mail to the appropriate parties.
2. Hardship cases will be reviewed on an individual basis. They should be put into writing and given to the Coordinator to be reviewed and then approved by the Executive Board.
3. PLAYING TIME: Every effort should be made for every child to have playing time.
4. All football players must play for the team within their grade level. Kindergarten players must be age 5 before June 1st.
5. Eligibility requirements are dictated by The Ohio Valley Youth Football League.
6. All players must adhere to the Code of Conduct.

INDEMNIFICATION

The corporation may, to the full extent permitted by the nonprofit corporation law of Ohio, indemnify and defend all persons whom it may indemnify and defend pursuant thereto. Any person who accepts the offer of the corporation to defend him/her pursuant to this section or the nonprofit corporation law of Ohio shall do so only upon the condition that he/she relinquish to the corporation his/her individual right to retain counsel and conduct his/her own defense.

(E)(1) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee, or agent of or a volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that the person's conduct was unlawful.

(2) A corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that the person is or was a director, officer, employee, or agent of or a volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, or agent of or a volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any of the following:

(a) Any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and

reasonably entitled to indemnity for such expenses as the court of common pleas or such other court considers proper;

(b) Any action or suit in which liability is asserted against a director and that liability is asserted only pursuant to section 1702.55 of the Revised Code.

(3) To the extent that a director, officer, employee, member, manager, agent, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in division (E)(1) or (2) of this section, or in defense of any claim, issue, or matter in such an action, suit, or proceeding, the person shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with that action, suit, or proceeding.

(4) Unless ordered by a court and subject to division (E)(3) of this section, any indemnification under division (E)(1) or (2) of this section shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee, member, manager, agent, or volunteer is proper in the circumstances because the person has met the applicable standard of conduct set forth in division (E)(1) or (2) of this section. Such determination shall be made in any of the following manners:

(a) By a majority vote of a quorum consisting of directors of the indemnifying corporation who were not and are not parties to or threatened with the action, suit, or proceeding referred to in division (E)(1) or (2) of this section;

(b) Whether or not a quorum as described in division (E)(4)(a) of this section is obtainable, and if a majority of a quorum of disinterested directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the corporation or any person to be indemnified within the past five years;

(c) By the members;

(d) By the court of common pleas or the court in which the action, suit, or proceeding referred to in division (E)(1) or (2) of this section was brought.

If an action or suit by or in the right of the corporation is involved, any determination made by the disinterested directors under division (E)(4)(a) of this section or by independent legal counsel under division (E)(4)(b) of this section shall be communicated promptly to the person who threatened or brought the action or suit under division (E)(2) of this section, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

(5)(a)(i) Unless, at the time of a director's or volunteer's act or omission that is the subject of an action, suit, or proceeding referred to in division (E)(1) or (2) of this section, the articles or regulations of the corporation state, by specific reference to this division, that its provisions do not apply to the corporation, or unless the only liability asserted against a director in an action, suit, or proceeding referred to in division (E)(1) or (2) of this section is pursuant to section 1702.55 of the Revised Code, or unless division (E)(5)(a)(ii) of this section applies, the expenses incurred by the director or volunteer in

defending the action, suit, or proceeding, including attorney's fees, shall be paid by the corporation. Upon the request of the director or volunteer and in accordance with division (E)(5)(b) of this section, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding.

(ii) Notwithstanding division (E)(5)(a)(i) of this section, the expenses incurred by a director or volunteer in defending an action, suit, or proceeding referred to in division (E)(1) or (2) of this section, including attorney's fees, shall not be paid by the corporation upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the corporation by the director or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction that the act or omission of the director or volunteer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with a reckless disregard for the best interests of the corporation.

(b) Expenses, including attorney's fees, incurred by a director, officer, employee, member, manager, agent, or volunteer in defending any action, suit, or proceeding referred to in division (E)(1) or (2) of this section may be paid by the corporation as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, member, manager, agent, or volunteer to repay the amount if it ultimately is determined that the person is not entitled to be indemnified by the corporation.

(6) The indemnification authorized by this section is not exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the articles, the regulations, any agreement, a vote of members or disinterested directors, or otherwise, both as to action in their official capacities and as to action in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a director, officer, employee, member, manager, agent, or volunteer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(7) A corporation may purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a director, officer, employee, agent, or volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against that liability under this section. Insurance may be so purchased from or so maintained with a person in which the corporation has a financial interest.

(8) The authority of a corporation to indemnify persons pursuant to division (E)(1) or (2) of this section does not limit the payment of expenses as they are incurred, in advance of the final disposition of an action, suit, or proceeding, pursuant to division (E)(5) of this section or the payment of indemnification, insurance, or other protection that may be provided pursuant to division (E)(6) or (7) of this section. Divisions (E)(1)

and (2) of this section do not create any obligation to repay or return payments made by a corporation pursuant to division (E)(5), (6), or (7) of this section.

(9) As used in division (E) of this section, "corporation" includes all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a director, officer, employee, agent, or volunteer of a constituent corporation or is or was serving at the request of a constituent corporation as a director, officer, employee, member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or business corporation, a limited liability company, or a partnership, joint venture, trust, or other enterprise, shall stand in the same position under this section with respect to the new or surviving corporation as the person would if the person had served the new or surviving corporation in the same capacity.

Revised (January 2010)