

# BYLAWS OF GREEN COUNTRY YOUTH FOOTBALL ASSOCIATION, INC.

## ARTICLE I

### *Name and Purpose*

#### **Section 1.    Name.**

The name of the Corporation shall be Green Country Youth Football Association (hereinafter referred to as the “Corporation” and/or “GCYFA”).

#### **Section 2.    Purpose.**

The purpose for which the Corporation shall be to govern, coordinate and enforce GCYFA rules and by-laws as set forth in the Articles of Incorporation of the Corporation for all events among member organizations. The organization was established May 14, 2012 by Stacey Satterwhite-Miami, Bobby Floyd-Vinita, Derek Bingham-Jay, and Mark Hoggatt-Locust Grove.

## ARTICLE II

### *Association Membership*

To participate in the GCYFA, an organization must be a member, must fill out a membership contract, and pay the annual \$300.00 membership fee. By accepting the contract, each organization and their members agree to follow the rules and bylaws of GCYFA as set forth herein. Also each member is agreeing to GCYFA scheduling scrimmages and games for all members. Each organization, and its individual members, acknowledges the right of GCYFA to restrict participation or refuse membership to any organization, or its members, whose actions or activities violate the rules of the GCYFA. The right to restrict or refuse participation will be at the sole discretion of the GCYFA Board. Each organization recognizes the membership dues and assessments shall be determined annually by the GCYFA Board.

## ARTICLE III

### *Board of Directors*

#### **Section 1.    General Powers.**

The affairs of the Corporation shall be managed by its Board of Directors, hereinafter referred to as the “Board”.

**Section 2. Board Composition.**

The Board will consist of one Director from each member organization and these individuals need not be residents of the State of Oklahoma. The Board officers will consist as follows: President, Vice President, Secretary, Treasurer. The Secretary and Treasurer office can be held by the same Board member. The board has the discretion to form committees as needed. Committees include but not limited to: Player safety committee, Scheduling committee, Playoff committee, All-Star committee, rules committee. Committees should consist of a minimum of four (4) board members and should include equal representation from all divisions.

**Section 3. Quorum.**

A quorum of the Board shall consist of the majority members eligible to vote on an item at the meeting. Each organization will have one voting member (board director) and the game official liaison will have one vote for rules related issues.

**Section 4. Election of Board Officers.**

- A.** The President, Vice President, Secretary, Treasurer, are one-year terms.
- B.** Elections are held at the first regular board meeting each year unless voted by the board to vote earlier.
- C.** Nominations are accepted for all eligible positions. Any person can nominate himself. For all nominations, a “second” is required.
- E.** The voting process begins with confirmation of all nominees for all open positions.
- F.** The voting process is a closed vote and is conducted by the Board President, with a written ballot. All voters must be present and all ballots must be signed. The results are tabulated by the President and independent persons designated by the President, and are announced to the board at the time of election or within one week from election.
- G.** Each nominee is for a specific board position, and voters vote singularly only for that position. Elections are held for that position and following the election, nominations are open for the next position. A nominee can run for more than one position, but can only hold one office. The only exception is the Secretary and Treasurer can be the same Board member.
- H.** The officers – President, Vice President, Secretary, Treasurer, are nominated and voted on with the first written ballot.

- I. Each nominee is allowed an opportunity for a three-minute speech. All eligible voters cast votes on written ballots after completion of all officers' speeches.
- J. A Board member may cast a vote for only one nominee per open position.
- K. In case of tie, the President casts the deciding vote.
- L. In case of tie in the presidential election, the outgoing President will cast the deciding vote.
- M. A Board Member may resign his office or position at any time by submitting his written resignation to the President of the Corporation. Resignations shall be effective on the date specified therein, or if no date is specified, upon receipt by the President. If any Board member resigns his office at any time, an election will be held to replace the office. If any Board member resigns his position, the member organization will be notified will be required to nominate a replacement. The new Director of the said member organization will attend the next Board meeting (or current Board meeting if available).
- N. This voting protocol is a default protocol in the absence of any agreement thereto. Should the President, with the consent of the board, wish to simplify this format he may do so.

**Section 5. Attendance.**

The attendance of Board members at all meetings, regular or special, is required. A Board member, who misses two (2) consecutive regular Board meetings or three (3) of five (5) consecutive meetings, whether regular or special, shall be deemed to have resigned his position on the Board. A Board member may send an alternate to these meetings as long as a signed proxy has been given to the Board President.

**Section 6. Board Meeting Operation.**

- A. The Board meets at least quarterly or as scheduled by the President. Board Meetings are open to the public. The President can call a closed session, at any time, for only Board members. In addition, any Board member can motion for a closed session; at which time, if a second to the motion is made, the Board executes a proper vote to approve the closed session or not. Presidential closures do not require a vote.
- B. No notice is required for regular meetings unless the date, location, or time is changed.
- C. Board meeting agenda is as follows: President's Report, Treasurer's Report, Minutes of last meeting, new business, old business, and other topics.

- D. After debate of any issue, any present Board member may make a motion to be voted upon. A second to the motion is required.
- E. The President must allow all present board members to vote on any motion and results must be noted by secretary in meeting minutes as “voting item”. The voting process is a Board vote and is conducted by the Board President with only a show of hands unless secret ballots are required. Only the final count is required. A simple majority of present Board members is required for passage. If the “voting item” is approved, it is registered in the meeting minutes and becomes official GCYFA policy or rule.
- G. Any motion, which is intended to be voted upon, can be asked by any Board member to be voted in closed written format. If a second to the motion is made, the Board must vote to approve the closed written format. If approved, the voting process is a closed vote and is conducted by the Board President with a written ballot. Only Board members who are present can vote. The results are tabulated by the presiding President and are announced to the board immediately.

**Section 8. Notice.**

Written or printed notice stating the place, day, hour of the meeting, and in case of a special meeting, the purpose or purposes for which it is called shall be given personally or by electronic mail not less than twenty-four (24) hours before the date of the meeting, by or at the direction of the President or the Secretary to each member of the Board. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 9. Manner of Acting.**

The act of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number is required by law, the Articles of Incorporation, or these Bylaws.

**Section 10. Compensation.**

Directors or officers, as such, shall not receive any compensation for their services; however, the Board may reimburse expenses incurred on behalf of the Corporation.

**Section 11. Behavior of GCYFA Members and Board.**

- A. GCYFA prohibits Board officers, Board members, or member organization and its coaches, assistant coaches, parents and players, and others from unnecessary physical force, contact, or touching directly or indirectly with any GCYFA player during player or team functions, including practices, scrimmages and games.

- B.** GCYFA prohibits profanity by Board officers, Board members, or member organization and its coaches, assistant coaches, parents and players, and others during player or team functions, including practices, scrimmages and games.
- C.** GCYFA prohibits un-sportsmanlike conduct by coaches, assistant coaches, and players during team functions, practices, scrimmages and games. This includes un-sportsmanlike penalties during games.
- D.** First offense of either of the above policies will result in a warning issued by the President and/or respective Director of member organization.
- E.** Second offense, in the same season, of either of the above policies will result in an immediate 2 game suspension issued by the President and/or Director of member organization.
- F.** Third offense, in the same season, of either of the above policies, will result in an immediate removal from the league, issued by the President and/or Director of member organization.
- G.** These punishments are binding and no appeals are allowed.

## **ARTICLE IV**

### *Officers*

#### **Section 1.    Officers.**

The officers of the Corporation shall be a President; Vice President; a Secretary; a Treasurer; with the specified duties as forth. The Board may elect or appoint such other officers, as it shall deem desirable; such officers to have the authority and perform the duties prescribed from time to time by the Board.

#### **Section 2.    President.**

The President shall preside at all meetings of the Board. He shall see that all orders and resolutions of the Board are carried into effect, and in general, shall perform all duties incident to the office of President and such other duties as may be assigned by the Board. The President shall be the Chief Executive Officer of the Corporation and shall exercise such powers and perform such duties as may be delegated by the Board or any Committee thereof. The President shall execute all contracts, except in cases where the signing and execution thereof shall be expressly delegated by the Board, by these Bylaws, or by statute, to some other officer or agent of the Corporation. Without limiting the generality of the foregoing, the delegating authority and responsibility shall include:

- A. Carrying out all policies established by the Board and advising on the formation of these policies;
- B. Developing and submitting to the Board for approval a plan of organization for the operation of the Corporation and recommending changes when necessary;
- C. In consultation with the Treasurer, preparing an annual budget showing the expected revenue and expenditures;
- D. Supervising business affairs to ensure that funds are collected and expended to the best possible advantage;
- E. Presenting to the Board or its authorized committees periodic reports reflecting the activities of the Corporation and such special reports as may be required by the Board;
- F. Prepare the agenda for and preside at all meetings of the Board; and
- G. Shall serve on committees as an ex-officio member.

**Section 3. Vice President.**

The Vice President shall assist the President as needed and is responsible for the organization of all paperwork required from players and coaches of member organizations. The Vice President will report to the President on any organization which has not turned in all required paperwork. All Directors of the member organization will supply the Vice President with required paperwork on or before date set forth in bylaws.

**Section 4. Secretary.**

The Secretary shall prepare minutes of all meetings of the Board. The Secretary shall prepare a report of attendance at meetings by Directors for use by the Board. He shall maintain the Corporation's web site and perform such other duties as requested by the President or the Board.

**Section 5. Treasurer.**

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever; and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

**Section 7.     At-Large Directors.**

Each organization can have one (1) At-Large Director, who shall be interested in the affairs of the Corporation who shall be selected in recognition of their willingness to volunteer in any manner needed by the Corporation. An At-Large Director shall be accepted by or removed by a majority vote of the GCYFA Board. An At-Large Director can resign from his or her position at any time. At-Large Directors cannot cast a vote at meetings unless they have a written proxy from one of the current Board of Directors.

**ARTICLE V**  
*Contracts, Checks, Deposits and Funds*

**Section 1.     Contracts.**

The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 2.     Checks, Drafts, etc.**

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Corporation.

**Section 3.     Deposits.**

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, and other depositories as the Board may select.

**Section 4.     Gifts.**

The Board may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation, and may grant receipts to donors for gifts to the Corporation.

**ARTICLE VI**

## *Indemnification*

### **Section 1.     Actions Other than by or in the Right of the Corporation.**

The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

### **Section 2.     Actions by or in the Right of the Corporation.**

The Corporation may 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 fact that he was a Director, officer, employee or agent of, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, actually and reasonably incurred by him, in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he 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 claim, issue, or matter as to which such person shall have been adjudged to be liable for the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

### **Section 3.     Indemnification Against Expenses.**

To the extent that a Director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

**Section 4. Authorization of Indemnification.**

Any indemnification under Sections 1 and 2 of this Article, unless rendered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding or if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

**Section 5. Payment of Expenses in Advance.**

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

**Section 6. Provisions not Exclusive.**

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 7. Insurance.**

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

**Section 8. Definitions.**

For the purpose of this Article, references to “the Corporation” include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity. For the purposes of this Article, the term “other enterprise” shall include employee benefit plans; the term “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the Corporation” shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries and a person who acted in good faith and in a manner he reasonably believed to be in the best interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article.

## **ARTICLE VII**

### ***Required Documentation***

#### **Section 1. Director’s Documentation.**

The Directors of each member organization will be required to obtain all paperwork required by the GCYFA before allowing coaches and players to practice.

#### **Section 2. Required Coaches’ Documentation.**

All member organizations are required to do background checks on all coaches involved on the field with the team. A list of all coaches with phone information along with proof of the background check will be completed and proof thereof kept by each individual organization, while being made available for review by the board if requested, on or before August 1<sup>st</sup> of each year.

#### **Section 3. Required Players’ Documentation.**

All players must have a registration form. Also a copy of a birth certificate and proof of grade signed by a school representative where the player attends school is required. A roster and all required paperwork must be turned in the Sunday before the first scheduled game for anyone participating. A final roster of each grade and all the above information must be turned in to the Vice President the Sunday before the second scheduled game. No player can be added after this date.

#### **Section 4. Required Member Documentation.**

Each member organization is required to annually pay GCYFA for coverage under the current insurance policy. This amount will be determined by the GCYFA Board.

## **ARTICLE VIII**

### ***Rules and Protests***

#### **Section 1. Rules.**

The rules as promulgated by the Oklahoma State High School Activities Association applicable to High School Football shall apply at all times with the exceptions created by the GCYFA and set forth in Addendum "A" attached hereto and made a part hereof by reference.

#### **Section 2. Protests.**

- A.** A written protest will be filed with the league secretary, along with any supporting statements from witnesses, officials, coaches, *etc.*
- B.** The protest will be copied, evaluate and sent on to the GCYFA Board President for further processing.
- C.** The protest must be accompanied with a \$300.00 check to the GCYFA. If the check is not included with the protest, the protest will not be forwarded to the League President. This includes any form of protest.
- D.** The \$300.00 is a non-refundable fee, unless the protest is found to be correct (The GCYFA Board reserves the right to amend on a case by case basis)
- E.** A protest committee consisting of the President, Vice-President and Secretary will investigate the protest. This committee will then make a decision whether or not to have a special league meeting. The committee can make a decision, call a special board meeting, or drop the protest.
- F.** A protest must be filed within ninety-six (96) hours following the game in question.
- G.** Determination of all protests shall be final and without appeal.

## **ARTICLE IX**

### ***Books and Records***

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the

Board, and shall keep at the registered or principal office, a record giving the names and addresses of the members of the Board.

**ARTICLE X**  
*Fiscal Year*

The fiscal year of the Corporation shall begin on the first day of May and end on the last day of April in each year.

**ARTICLE XI**  
*Waiver of Notice*

Whenever any notice is required to be given by law, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XII**  
*Amendments*

These Bylaws may be altered, amended, or repealed and new bylaws adopted only by a two thirds (2/3rds) vote of the Directors then in office; provided, however, that written notice of the proposed amendment be given to each Director ten (10) days prior thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GREEN COUNTRY YOUTH FOOTBALL  
ASSOCIATION, INC.

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

\_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Secretary