

# Article I. DEFINITIONS

**Section 1.01 DEFINITIONS:** Unless the context clearly requires otherwise, in these Bylaws:

- (a) "BOARD" means the Board of Directors of ESC.**
- (b) "BYLAWS" means these Bylaws as adopted by the Board and includes amendments subsequently adopted by the Board or the Members.**
- (c) "COMPLEX" means the Service-Blake Park and the soccer fields and facilities located thereon.**
- (d) "ESC" means the name of the corporation, Edmond Soccer Club, Inc.**
- (e) "FCSA" means the Frontier Country Soccer Association.**
- (f) "MEMBER" means a Member of ESC as defined Article III.**
- (g) "OSA" means the Oklahoma Soccer Association.**
- (h) "SECTION" refers to the section of the Bylaws.**
- (i) "TEAM" means an ESC designated or named group of a number of players currently registered with ESC and assigned or formed under the guidelines of ESC and FCSA.**
- (j) "USSF" means the United States Soccer Federation.**
- (k) "USYSA" means the United States Youth Soccer Association.**
- (l) "VOTING MEMBER" refers to a Member as set forth in Article III, Section 3.02, with the right to vote.**
- (m) "FIFA" means the Federation Internationale de Football Association.**

**Section 1.02 TITLE OF OFFICE:** The title of an office refers to the person or persons who at any given time perform the duties of that particular office for ESC.

## **Article II. PURPOSE AND AFFILIATIONS**

**Section 2.01 PURPOSE:** ESC is formed as a non-profit, educational organization dedicated to the support, youth and adult education, and propagation of the game of soccer in and around the community of Edmond, Oklahoma. It is affiliated with the FCSA, OSA, USYSA, USSF, and FIFA. Through these affiliations ESC is the officially sanctioned youth soccer program for the Edmond area, and it is understood that any youth soccer group that is not a member of ESC, and therefore the FCSA, in this area will not be officially affiliated with the USSF.

**Section 2.02 PHILOSOPHY:** ESC will provide age-appropriate learning environments for our members to teach and to learn technical skills while focusing on long-term player development and inspiring a life-long passion for the game for all players, no matter their level of skill or commitment. ESC, as an affiliate of FCSA, adopts the philosophy toward soccer as stated in Article II, Section 2 of The FCSA Constitution to-wit:

At the central core of the FCSA lies the deep conviction that soccer should be played in a friendly, but competitive manner. As parents, we have been disheartened by the stressful, argumentative, and overly competitive atmosphere that has persisted in other youth sports, and while it is understood that tempers may flare during any athletic event, this behavior must be kept to a minimum to preserve the congenial surroundings of friendly competition. All parents are urged to adopt this attitude, for it is the foundation upon which this Association is based. It is also the purpose and requirement that, except for health or appropriate disciplinary reasons, (1) all FCSA registered recreational players and all youths participating in the FCSA recreational program should be allowed to play at least one-half of every soccer game involving their team and (2) all youths participating in the FCSA Competitive League should be allowed to play at least one-half of every FCSA Competitive League game involving their team.

We, ESC, also stipulate that our youth soccer program shall not reject any player's application for reasons of race, color, creed, religion, national origin, sex, or such other discriminatory practices as are prohibited by law.

## **Article III. MEMBERS**

**Section 3.01 MEMBER:** Members of ESC shall be parent(s) or legal guardian(s) of current registered players, current registered players, and current registered ESC Coaches and assistant Coaches.

**Section 3.02 VOTING MEMBERS:** Members who have the right to vote in matters concerning ESC shall be the parent(s) or legal guardian(s) of current registered players.

**Section 3.03 ASSOCIATE MEMBERS:** Associate Members are non-voting members and who are adults (age 18 and over) interested in furthering the sport of soccer and the betterment of ESC, that have requested membership in writing to the Board, and have been approved by the Board of ESC. Also, all coaches and trainers of ESC teams who are not otherwise Members shall be Associate Members.

**Section 3.04 TERMINATION OR SUSPENSION OF MEMBER OR ASSOCIATE MEMBER:** The membership of any Member or Associate Member may be terminated or suspended at such time as shall be deemed necessary for disciplinary reasons by a 2/3 vote of the Executive Committee when in the opinion of the Executive Committee:

**(a) It is determined by the Executive Committee that a Member or Associate Member has not acted in the best interests of youth soccer; or**

**(b) It is determined by the Executive Committee that a Member or Associate Member has willfully violated any of the rules, regulations, Bylaws, or the Procedures Manual of the ESC; or**

**(c) It is determined by the Executive Committee that a Member has willfully violated any of the rules and regulations or Bylaws of any organization with which ESC is affiliated; or**

**(d) The Member or Associated Member has been formally charged or convicted of any felony or a violent crime against a minor child or children.**

**Section 3.05 NOTICE OF HEARING ON SUSPENSION OR TERMINATION:** The Executive Committee shall notify in writing the Member or Associate Member of the date and time of the meeting to review the proposed suspension or termination of the membership of a Member or Associate Member and the basis for seeking such member's membership being terminated or suspended. Such notification shall be sent to the Member or Associate Member three calendar days prior to the date of the hearing.

**Section 3.06 MEMBER MAY PRESENT EVIDENCE AT EXECUTIVE COMMITTEE MEETING:** The Member or Associate Member may present to the Executive Committee any documentation or witnesses to support the member's membership not being terminated or suspended.

**Section 3.07 BASIS FOR DETERMINATION:** The decisions of the Executive Committee will be determined after consideration of any written reports and/or upon oral presentation by the parties seeking the suspension or termination of the membership of the Member or Associate Member.

**Section 3.08 NOTIFICATION OF TERMINATION OR SUSPENSION:** A Member or the Associate Member shall be notified in writing of their membership suspension or termination by the Executive Committee within five (5) business days of the meeting of the Executive Committee determining suspension or termination of the membership. This notice shall include reason(s) for suspension and duration of such suspension or termination of membership and shall be signed and dated by the President of ESC.

**Section 3.09 SUSPENSION:** Any membership that is suspended under this Article III shall be prohibited from participating at the ESC Complex as a spectator, coach or player in any ESC, FCSA or OSA sponsored soccer event during the time of suspension.

**Section 3.10 TERMINATION:** Any membership that is terminated under this Article III shall be prohibited from participating at the ESC Complex as a spectator, coach or player in any ESC, FCSA or OSA sponsored soccer event. An individual may

**re-apply for membership after four years from the date of termination. Such application shall be in writing delivered to the President of ESC and shall state the basis for seeking membership. A 3/4th majority of the Board shall be required to approve such membership.**

**Section 3.11 APPEALS OF DECISION OF EXECUTIVE COMMITTEE TO SUSPEND OR TERMINATE MEMBERSHIP: Appeals of the decisions of the Executive Committee as well as other committees, when applicable, shall be in accordance with Article XII. Appellate Procedures.**

## **Article V. DIRECTORS**

**Section 5.01 GENERAL POWERS:** The business and affairs of the Corporation shall be managed by its Board of Directors that may exercise all such powers of ESC and do all such lawful acts and things as are not by statute or by Articles of Incorporation or these Bylaws directed or required to be exercised or done by the members.

**Section 5.02 NUMBER OF DIRECTORS:** The number of Directors, which shall constitute the whole Board, shall not be less than three (3) nor more than thirty (30). Within the limits specified, the number of Directors shall be determined by resolution of the Board or by members at the annual Meeting. The Directors shall be elected at the annual Meeting of the members or at a special meeting of members held for that purpose and each Director elected shall hold office until his successor is elected and qualified.

**Section 5.03 QUALIFICATIONS:** Only Voting Members may serve on the Board with the right to vote at Board Meetings. No two members of the same immediate family may be members of the Board at the same time. No Member may be a Director of the Board if such member has been convicted of a felony, violent crime or crimes against children. All Directors will complete and submit the OSA volunteer disclosure form. A Director who fails to submit the required form in a timely manner shall be disqualified.

**Section 5.04 NOMINATIONS OF DIRECTORS:** The President, at the March and October meeting of the Board shall submit to the Board for approval the names of Members who shall serve as a Nominating Committee. The Board shall by a vote appoint the Nominating Committee of five (5) ESC Members. This Committee shall consist of two (2) Directors; one (1) Recreational Coach, one (1) Competitive Coach or Team Manager and one (1) parent of a current ESC registered player. The coaches and parent shall not be members of the Board. It shall be the duty of this Committee to nominate candidates for the Board. The Nominating committee shall notify the membership of its recommendations at the April Board Meeting and November Board Meeting. Additional nomination from the floor may be made at the April and November meetings. Nomination shall be closed at the conclusion of business of the April and November meetings.

**Section 5.05 ELECTION AND TERM:** All Directors shall be elected by ballot for a one-year term. All Directors shall hold office until death, resignation, removal, disqualification or their successors are elected and qualified. Their terms of office shall begin at the close of the next proceeding regular Board Meeting after they are elected. The Directors who are not Officers shall be elected at the December Special Meeting.

**Section 5.06 LIMITATION AS TO TERM OF OFFICE:** No Director shall serve more than two consecutive terms in the same position on the Board. The term of a Director who is appointed to fill a vacancy or new Directorship will not be included in the term limit if said term is less than eight (8) months.

**Section 5.07 VOTING MEMBERS OF THE BOARD:** The voting members of the Board shall consist of the following:

**(a) The Officers as set forth in Article VII, Sec. 7.01.**

**(b) The Recreational Age Group Coordinators:**

- (i) Boys U6 Coordinator**
- (ii) Girls U6 Coordinator**
- (iii) Boys U8 Coordinator**
- (iv) Girls U8 Coordinator**
- (v) Boys U10 Coordinator**
- (vi) Girls U10 Coordinator**
- (vii) The U12 Coordinator**
- (viii) The Traveling Recreational Coordinator**

**(c) The Competitive Coordinator**

**(d) The Referees Coordinator**

**(e) The Special Projects Coordinator**

**Section 5.08 DUTIES OF DIRECTORS AS COORDINATORS:** Directors who serve as Coordinators shall be responsible for ensuring that the Bylaws and Procedure Manual of ESC are complied with by the Members in the areas of such Director's responsibilities. Such Directors duties and authority shall include among other things:

**(a) Directors shall provide information to Members and the Board concerning their area of responsibility.**

**(b) Directors may appoint, subject to Board approval, any Member as a Commissioner to assist them in the performance of their duties**

**(c) All Directors serving as Age Group Coordinators shall, among other things, be responsible for assigning of players to teams and for assigning teams to leagues within an age group**

**(d) All other Directors serving as Coordinators shall be responsible for coordinating and, subject to Board approval, establishing qualifications of Members in their area of responsibility.**

**Section 5.09 CONFLICT OF INTEREST:** To avoid the possibility of conflict of interest, Directors serving as Age Group Coordinators (Section 5.07 b) shall not have a child playing or be a coach in the division for which they are responsible. Any league Commissioner appointed shall not have a child playing nor be a coach in the league for which they are responsible.

**Section 5.10 REFEREES COORDINATOR:** The Referees Coordinator shall chair the Referee Committee and supervise the ESC referee assignor.

**Section 5.11 SPECIAL PROJECTS COORDINATOR:** The Special Projects Coordinator shall coordinate public relations and publicity, including the Web site and ESC tournament publicity, and shall coordinate with other organizations concerning Board-approved activities held at the Complex. The Special Projects Coordinator shall perform such other duties as may be assigned by the President.

**Section 5.12 REMOVAL OF A DIRECTOR:** A director may be removed from office, only for cause, in the following manner:

**(a) Impeachment by the Executive Committee.** If the Executive Committee votes to impeach, any such vote by the Executive Committee shall require the unanimous vote of the Executive Committee. The vote of the Executive Committee to impeach may be appealed to the Board. A decision by the Board to impeach a Director shall be approved by a three-fourths (3/4ths) majority of the Board of Directors.

**(b) An officer or director may be suspended by any two (2) members of the Executive committee, if in the opinion of such Officers, the safety, well-being, or security of ESC property, funds, or members are threatened by the continuance of the accused officer or director in office. The Executive Committee must meet within seven (7) calendar days from the date of suspension and either rescind the suspension or bring impeachment charges before the Board.**

**(c) Cause -- for the purpose of this section is defined as: Malfeasance of office, abuse of office, missing three consecutive regularly called monthly meetings, actions detrimental to the well-being of soccer, actions not in keeping with the purpose of ESC, or formal charges for the commission of a violent crime or crime against a minor child.**

**(d) If the Director whose impeachment is being sought is a member of the Executive Committee and the Executive Committee votes to impeach, then in such event that Director's vote shall not be considered in determining the total number of votes cast in that vote.**

**(e) At any membership meeting called specifically for the purpose of impeachment, any Director of ESC shall be removed by a two-thirds vote of all eligible Voting Members of ESC.**

**Section 5.13 RESIGNATIONS:** Any Director may resign at any time by giving written notice to the Board or to the Secretary of ESC. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance by the Board.

**Section 5.14 VACANCIES AND NEWLY CREATED DIRECTORSHIPS:** Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by the majority vote of the Directors then in office, though less than a quorum, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no Directors in office, then an election of Directors shall be held in the manner provided by statute.

**Section 5.15 DELEGATION OF AUTHORITY:** Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any director to any other director or agent.

**Section 5.16 NON-VOTING MEMBERS OF THE BOARD:** The non-voting members of the ESC Board shall be any Past President of ESC, the Complex Manager, and the ESC Administrator. These members shall perform such duties as assigned by the board.

## **Article VI. MEETINGS OF THE DIRECTORS**

**Section 6.01 REGULAR MEETINGS.** Regular Board meeting(s) shall be on the third Tuesday of each month unless by the vote of the Board then the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings or meetings of the Board, or shall be specified in a written waiver signed by all of the Directors.

**Section 6.02 NOTICE OF REGULAR MEETINGS:** Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. However, the Board shall post a notice with the City of Edmond at least twenty-four (24) hours prior to the time of the meeting.

**Section 6.03 PLACE OF MEETINGS:** The Board may hold its meetings wherever designated by the Board or by the notice.

**Section 6.04 SPECIAL MEETINGS.** The President or the majority of the Directors then in office may call a special meeting of the Board. The person or persons authorized to call a special meeting of the Board may fix any reasonable time as the time of the meeting and may fix a reasonable place for the meeting.

**Section 6.05 NOTICE OF SPECIAL MEETINGS:** The person or persons calling a special meeting of the Board shall give written notice to each Director of the time, place, date and purpose of the meeting. Such notice shall be given not less than two days if by U.S. postal service, not less than 24 hours if by telegraph, telecopy, electronic transmission or in person. A director may waive notice of a special meeting. Any meeting shall constitute a legal meeting without notice if all directors are present or if those not present sign either before or after the meeting a written waiver of notice, a consent to such meeting or an approval of the minutes of the meeting. A notice or waiver of notice need not specify the purpose of the meeting or the business that the Board will transact at the meeting.

**Section 6.06 WAIVER BY PRESENCE:** Except when expressly for the purposes of objecting to the legality of a meeting, a Director's presence at a meeting shall constitute a waiver of notice of such meeting.

**Section 6.07 QUORUM:** At all meetings of the Board, a majority of the voting Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified and called.

**Section 6.08 CONDUCT OF BUSINESS:** The Board shall transact business in such order and manner as the Board may determine. Except as otherwise required, the Board shall determine all substantive, procedural or other matters by the vote of a majority of the Directors present. Any Director may add to the Board's agenda any item germane to ESC's property, business or affairs. The Directors shall act as a Board, and the individual Directors shall have no power as such.

**Section 6.09 ACTION BY CONSENT:** The Board or a committee of the Board may take any required or permitted action without a meeting if all members of the Board or committee sign a written consent and file the consent with the minutes of the proceedings of the Board.

**Section 6.10 PROXIES OF THE DIRECTORS:** A voting member of the Board may exercise any voting rights in person or by their proxy, provided such proxy is a voting member of the Board and is appointed by an instrument in writing, including electronically signed email, that he/she has subscribed and that the proxy is delivered to the Secretary of the meeting. A proxy is valid only for one meeting and shall expire after such meeting date. The attendance at any meeting of a Director who previously has given a proxy shall not revoke the proxy unless he/she notifies the Secretary in writing before the voting of the proxy

## Article VII. OFFICERS

**Section 7.01 OFFICERS:** The Officers of ESC shall be composed of the following office holders, each of whom shall be a Director:

- (a) President**
- (b) 1<sup>st</sup> Vice-President**
- (c) 2<sup>nd</sup> Vice-President**
- (d) Secretary**
- (e) Treasurer**
- (f) Complex Coordinator**
- (g) Competitive Chairperson**
- (h) Recreational Chairperson**

**Section 7.02 ELECTION AND TERM:** All Officers shall be elected by ballot for a one-year term at the May Annual Meeting of the Members. All officers shall hold office until death, resignation, removal, disqualification or their successors are elected and qualified. Their terms of office shall begin at the close of the regular Board Meeting after they are elected.

**Section 7.03 NOMINATIONS OF OFFICERS:** The nominations of officers shall be in the same manner as set forth in Article V, Section 5.04. **NOMINATION OF DIRECTORS:** and may be done by the same Nominating Committee.

**Section 7.04 LIMITATIONS:** No Member shall hold more than one office at a time on the Board nor serve in the same office for more than two consecutive terms. The term of an Officer who is appointed to fill a vacancy or new position will not be included in the term limit if said term is less than eight (8) months.

**Section 7.05 RESIGNATIONS:** Any Officer of ESC may resign at any time by giving written notice of such resignation to the President or Secretary. If the offices of President or Secretary are vacated by resignation, the resignation may be submitted to any other Director or Officer. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance by the Board.

**Section 7.06 REMOVAL OF OFFICER:** The removal of an Officer shall be in accordance with the provisions of Article V, Section 5.12. **REMOVAL OF A DIRECTOR.**

**Section 7.07 VACANCIES AND NEWLY CREATED OFFICES:** Vacancies and newly created offices resulting from any increase in the authorized number of Officers may be filled by the majority vote of the Directors then in office, though less than a quorum, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no Directors in office then an election of Directors shall be held in the manner provided by statute.

**Section 7.08 TRANSFERRING OF EQUIPMENT AND RECORDS UPON RESIGNATION, REMOVAL OR COMPLETION OF TERM OF OFFICE:** All Officers within seven days from resignation or removal from office or if not re-elected for another term of office, shall deliver to the President elect or a party designated by the President elect, all records, equipment and documents held by such Officer(s) by the close of business June 15th.

**Section 7.09 PRESIDENT:** The President shall preside at all meetings of ESC and shall be the Chief Executive Officer of ESC.

**Section 7.10 1<sup>st</sup> VICE-PRESIDENT:** The 1st Vice-President shall act in the absence of the President with the same power and authority and shall perform such other duties as may be assigned to him/her by the President. The 1st Vice-President shall act as registrar and coordinate registration with FCOSA and OSA for ESC. The 1st Vice-President shall maintain a complete copy of the ESC mailing list of the members and update such list semi-annually.

**Section 7.11 2<sup>nd</sup> VICE-PRESIDENT:** The second Vice-President shall chair the Bylaws and Amendments Committee, chair the Tournament Committee, act as ESC Parliamentarian, maintain an inventory of all non-complex equipment, conduct a semi-annual inventory of such equipment, and shall perform such other duties as may be assigned by the President of the Board.

**Section 7.12 SECRETARY:** The Secretary shall keep the records and minutes of all meetings of ESC, shall give notice of meetings, ensure that proper notice is given to the City of Edmond, shall have general custody of the records of the ESC, and shall publish a notice of acceptance of nominations for the Board either on the club website or by special notice prior to March 31st and October 31st.

**Section 7.13 TREASURER:**

**(a) The Treasurer shall receive, disburse, and account for all of the funds of ESC, which shall be kept in a bank or banks and/or accounts designated by the Board. The Treasurer shall prepare monthly for presentation at the Board, and at the annual Meeting, an accounting of receipts and disbursements of ESC and a complete financial statement. The Treasurer shall prepare and present a one-year budget for initial review by the Executive Committee during the month of May, such budget to be reviewed and approved by the Board at the June Meeting.**

**(b) When directed by the Executive Committee or the Board, the Treasurer shall solicit bids from Certified Public Accountants, who are not members, to conduct a compilation or, at the Board's discretion, a review as set forth by AICPA guidelines of the accounts of ESC. The Board of Directors shall vote on approval of such Certified Public Accountant.**

**Section 7.14 COMPLEX COORDINATOR:** The Complex Coordinator shall supervise the Complex Manager, maintenance of the Complex, the concession stands, and any independent contractor(s) whose services are employed at the Complex.

**Section 7.15 DUTIES OF DIRECTORS AS RECREATIONAL AND COMPETITIVE COMMITTEE CHAIRPERSONS:** Directors who serve as the Chairpersons of the Recreational and Competitive Committees shall be responsible for ensuring that the Bylaws and Procedures Manual of ESC are complied with by the Members in the areas of such Director's responsibilities. Such Directors duties and authority shall include among other things:

**(a) Directors shall provide information to Members and the Board concerning their area of responsibility.**

**(b) (Recreational) Appointing any Members as league commissioners to assist the Age Group Coordinators, subject to Board approval.**

**(c) (Competitive) Assist the Competitive Coordinator with team formation and league assignments in the Competitive Program.**

**(d) Responsibility for coordinating and, subject to Board approval, establishing qualifications of Members in their area of responsibility.**

**(e) Other duties and responsibilities as directed by the Board.**

**Section 7.16 DELEGATION OF AUTHORITY:** Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any officer to any other officer or agent.

## Article VIII. COMMITTEES

**Section 8.01 COMMITTEES OF THE BOARD:** The Board may designate one or more committees of the Board by a vote of a majority of the Directors then in office.

**Section 8.02 OTHER COMMITTEES:** Other committees, standing or special, shall be appointed by the Executive Committee as it shall from time to time deem necessary to carry on the work of ESC.

**Section 8.03 SELECTION OF COMMITTEE MEMBERS:** Committees of the Board shall be composed of either Directors, Officers or Members of ESC. The President or any Director may submit an individual(s) for consideration and approval by a majority of the Board.

**Section 8.04 CONDUCT OF BUSINESS:**

**(a) Committee Consisting of Officers and/or Directors:** If a committee consists of Officers and/or Directors, then the committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as the law and these Bylaws and the Procedures Manual of ESC require otherwise. Each committee shall make adequate provision(s) for notice of all meetings to members. A majority of the members shall constitute a quorum, unless the committee consists of one to two members. In that event one member shall constitute quorum. A majority vote of the members present shall determine all matters. A committee may take action without a meeting if all members of the committee consent in writing and file the consent(s) with the minutes of the proceedings of the committee.

**(b) All Other Committees:** The Board may designate committees of ESC for the purpose of advising the board about specific matters or undertaking specific tasks. To accomplish such purposes, the Board may delegate to a committee of ESC the authority of the Board that the Board could properly delegate to agents of ESC, but such committee shall not have the general power and authority of the Board in the management of the business and affairs of ESC and all actions by such committees shall be reviewed and approved by the Board. A committee of ESC created pursuant to this Article VIII, Section 8.04(b) may be composed in whole or in part by non-directors. The committee may determine the procedural rules for meetings and conducting its business and shall act in accordance therewith, except as the law and these Bylaws and the Procedures Manual of ESC require otherwise.

**Section 8.05 MINUTES:** Each committee shall keep regular minutes of its proceedings and report the same to the Board by providing a copy of the minutes to the Secretary of the Board prior to the next regular monthly meeting.

**Section 8.06 STANDING COMMITTEES OF ESC:** The following shall be the Standing Committees of ESC:

**(a) EXECUTIVE COMMITTEE:**

**(i) The President, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, Secretary, Treasurer, Complex Coordinator, Recreational Chairperson, and Competitive Chairperson of ESC shall constitute the Executive Committee.**

**(ii) The Executive Committee shall have general supervision of the affairs of ESC between meetings of the Board, make specific recommendations to the membership, and shall perform such other duties as are specified in these Bylaws.**

**(iii) The Executive Committee may appoint an Attorney, a Physician, and a Certified Public Accountant to advise ESC.**

**(iv) Dues and fees shall be recommended by the Executive Committee for Board approval.**

**(v) Meetings of the Executive Committee shall be held at such time as shall be determined by the President or any member of the Executive Committee.**

**(vi) Business may not be transacted unless a quorum of four (4) shall be present, however, any proposal shall be governed by a majority vote of the membership of the Executive Committee.**

**(vii) No agreement shall be entered into or considered valid until the contract or agreement specifics are reduced to writing and signed by the President, and one other member of the Executive Committee.**

**(viii) The Executive Committee shall obtain adequate surety bonds for the Treasurer and for any other member responsible for club funds in excess of \$1,000. No individual denied a bond shall serve in any capacity which requires access to Club funds.**

**(ix) Action taken by the Executive Committee as to the expenditure of monies or the incurring of debt of \$5,000 or less shall be considered adopted by the Board upon acceptance by the Board of the minutes of the Executive Committee.**

**(x) The Executive Committee will present the minutes of all meetings for acceptance by the Board.**

**(b) COMPETITIVE COMMITTEE:** The Competitive Committee shall make recommendations to the Board concerning the development of the competitive program, be the initial review of grievances or complaints concerning such program and make recommendations to the Board; review the lists of coaches submitted each year by the Directors of Coaching and make recommendations to the Board; review all contracts concerning the competitive program and make recommendations to the Board, and such other responsibilities and duties as assigned to the Committee by the Board. The Competitive Committee voting members shall consist of the Chairperson, ESC Board Treasurer, ESC Board Secretary, a parent of a Competitive Player and the Competitive Coordinator. The Competitive Committee may, from time to time, call upon the Directors of Coaching and the club administrator to advise them.

**(c) RECREATIONAL COMMITTEE:** The Recreational Committee shall make recommendations to the Board concerning the development of the recreational program, be the initial review of grievances or complaints concerning such program and make recommendations to the Board; review all contracts concerning the recreational program and make recommendations to the Board, and such other responsibilities and duties as assigned to the Committee by the Board. The Recreational Committee voting members shall consist of the Chairperson, and the Age Group Coordinators. The Recreational Committee may, from time to time, call upon the Directors and Assistant Directors of Coaching to advise them.

**(d) BYLAWS AND AMENDMENTS COMMITTEE:** The Bylaws and Amendments Committee shall be responsible for drawing up changes in the Bylaws and Procedures Manual of ESC for submission to the Board for approval. The 2<sup>nd</sup> Vice-President shall be the

Committee Chairperson. Members shall be appointed by the President and approved by the Board.

**(e) RULES COMMITTEE:** The Rules Committee shall formulate the rules of competition for ESC and revise as necessary. The ESC rules of competition shall be consistent with the rules and Bylaws of the FCSA, the OSA, USYSA, USSF, and FIFA. This committee shall make recommendations to the Board for its review and action. The Chair and Members shall be appointed by the President and approved by the Board.

**(f) GAMES APPEALS COMMITTEE:** The Games Appeals Committee shall consist of a Competitive Coach, two (2) Players, one of whom shall be a Competitive Player, a Recreational Coach and an 08 or higher Referee. This committee shall hear appeals of all ESC governed games and decide upon the punishment, if any, applied to all player and coach ejections from games during any ESC governed competition. No two (2) committee members may be members of the same immediate family or be associated on the same team. No more than one committee member may be a member of the Board.

**(g) SPORTSMANSHIP REVIEW COMMITTEE:** The Sportsmanship Review Committee shall be responsible for review of matters concerning the "Spirit of the Game". This would include but not be limited to: a) Any inappropriate behavior by coaches, parents, and players; b) Evaluation of coaching techniques and methods if warranted; c) Personality clashes which appear to be detrimental to the harmonious functioning of ESC. This committee shall report to the Board any review conducted by it and its recommendation(s) within 10 days of such review(s). The Chair and Members shall be appointed by the President and approved by the Board.

**(h) REFEREE COMMITTEE:** The Referee Committee shall be chaired by the Referee Coordinator. Other members shall be the ESC-OSA Referee Administrator, the ESC Referee Assignor and two (2) Edmond Soccer Club Referees (one USSF Grade 09 or above, and one USSF grade 08 or above). If the Referee Coordinator is the ESC-OSA Referee Administrator, another qualified ESC referee may be appointed. The Referee Committee shall be responsible for the training and evaluating of ESC referees and shall review matters of referee competency, professionalism and behavior.

**(i) SCHOLARSHIP COMMITTEE:** The Scholarship Committee shall be chaired by the 1<sup>st</sup> Vice-President. The Secretary and Treasurer shall be the other members of the committee. This committee will review all requests for scholarships and will establish the forms and information needed. The Committee Chair will notify the scholarship applicant within five (5) days of receipt of application if the application has been disapproved.

**(j) TOURNAMENT COMMITTEE:** The Tournament Committee shall be chaired by the 2<sup>nd</sup> Vice-President. The Tournament Committee shall supervise the ESC Tournament Director for all ESC tournaments and for any other Board-approved tournaments held at the ESC Complex.

**Section 8.07 EX-OFFICIO MEMBERS:** The President or someone designated by the President shall be an ex-officio member of all committees.

# Article IX. CONTRACTS, LOANS, DRAFTS, DEPOSITS AND ACCOUNTS

**Section 9.01 CONTRACTS:** The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of ESC. The Board may make such authorization general or special.

**Section 9.02 LOANS:** Unless the Board has authorized such action, no Officer or agent of ESC shall contract for a loan on behalf of ESC or issue any evidence of indebtedness in ESC's name.

**Section 9.03 DRAFTS:** The President, any Vice-President, Treasurer and such other persons as the Board shall determine shall issue all checks, drafts and other orders for the payment of money, notes and other evidence of indebtedness issued in the name of or payable by ESC.

**Section 9.04 DEPOSITS:** The Treasurer or any other Officer or Director shall deposit all funds of ESC not otherwise employed in such/banks, trust companies or other depositories as the Board may select or as any officer or attorney of ESC to whom the Board has delegated such power may select. For the purpose of deposit and collection for the account of ESC, the President, Treasurer or any other officer, attorney or agent whom the Board has authorized, may endorse, assign and deliver checks, drafts and other orders for the payment of money payable to the order of ESC.

**Section 9.05 GENERAL AND SPECIAL BANK ACCOUNTS:** The Board may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select or as any officer, agent or attorney of ESC to whom the Board has delegated such power may select. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it deems expedient.

**Section 9.06 LIMITS OF AUTHORITY:** The limits of authority for the expenditures of money or the incurring of debt shall be as follows:

**(a) All** agreements involving less than \$5,000 entered into by ESC, its agents or officer(s) must be ratified by a majority vote of the Executive Committee. Action taken by the Executive Committee as to the expenditure of monies or the incurring of debt of \$5,000 or less shall be considered adopted by the Board upon acceptance by the Board of the minutes of the Executive Committee.

**(b) Agreements** involving more than \$5,000 but less than \$25,000 must be ratified by a majority vote of the Board.

**(c) Agreements** involving amounts greater than \$25,000 must be approved by a two-thirds (2/3rds) vote of the Board.

# Article X. INDEMNIFICATION

**Section 10.01 ACTIONS, SUITS OR PROCEEDINGS OTHER THAN BY OR IN THE RIGHT OF ESC:** ESC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of ESC) because he/she is or was or has agreed to become a Director or officer of ESC, or is or was serving or has agreed to serve at the request of ESC as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against cost, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her or on his/her behalf in connection with such action, suit or proceeding and any appeal, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of ESC. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of ESC.

**Section 10.02 ACTIONS OR SUITS BY OR IN THE RIGHTS OF ESC:** ESC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of ESC to procure a judgment in its favor because he/she is or was or has agreed to become a Director or officer of ESC, or is or was serving or has agreed to serve at the request of ESC as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of ESC, except that no indemnification shall be made for any claim, issue or matters to which such person shall have been adjudged to be liable to ESC unless and only to the extent that a court of competent jurisdiction in the State of Oklahoma or a court or arbitral proceeding in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the Oklahoma court or such other court or arbitrator shall deem proper.

**Section 10.03 INDEMNIFICATION FOR COSTS, CHARGES AND EXPENSES OF SUCCESSFUL PARTY:** Notwithstanding the other provisions of this Article X, to the extent that a Director or officer of ESC has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in Article X, Sections 10.01 and 10.02 or in defense of any claim, issue or matter therein, he/she shall be indemnified against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him/her or on his/her behalf.

**Section 10.04 DETERMINATION OF RIGHT TO INDEMNIFICATION:** Any indemnification under Article X, Sections 10.01 and 10.02 (unless ordered by a court) shall be paid by ESC unless a determination is made (i) by a disinterested majority of the Board or, (ii) if the Board so directs, by independent legal counsel in a written opinion, or (iii) by the members, that indemnification of the Director or officer is not proper in the circumstances because he/she has not met the applicable standard of conduct set forth in Article X, Sections 10.01 and 10.02.

**Section 10.05 ADVANCE OF COSTS CHARGES AND EXPENSES:** Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Article X Sections 10.01 and 10.02 in defending a civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by a Director or officer in his/her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer) in advance of the final disposition of such action, suit or proceeding shall be made only upon receipt of an undertaking by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is not entitled to be indemnified by the Corporation as authorized in this Article X. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board deems appropriate. The Board may, in the manner set forth above,

and upon approval of such Director, officer, employer, employee or agent of the Corporation, authorize the Corporation's counsel to represent such person, in any action, suit or proceeding, regardless of whether the Corporation is a party to such action, suit or proceeding.

**Section 10.06 PROCEDURE FOR INDEMNIFICATION:** ESC shall promptly pay any indemnification under Article X, Sections 10.01, 10.02 and 10.03 or advance costs, charges and expenses under Article X Section 10.05, and in any event within 60 days after the written request of the Director or officer. A Director or officer may enforce his\her right to indemnification or advances as granted by this Article X in any court of competent jurisdiction, if ESC denies such request, in whole or in part, or if no disposition thereof is made within 60 days. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by ESC. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 10.05 where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Article X, Sections 10.01 or 10.02, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, its independent legal counsel and its shareholders) to have made a determination before the claimant commences an action alleging that indemnification is proper because he has met the applicable standard of conduct set forth in Article X, Sections 10.01 or 10.02, nor an actual determination by ESC (including its Board, its independent legal counsel and its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

**Section 10.07 SETTLEMENT:** If in any action, suit or proceeding, including any appeal, within the scope of Article X, Sections 10.01 or 10.02, the person to be indemnified shall have unreasonably failed to enter into a settlement, then, notwithstanding any other provision, ESC's indemnification obligation to such person shall not exceed the total of the amount at which settlement could have been made and the expense incurred by such person prior to the time such settlement could have been made.

**Section 10.08 OTHER RIGHTS; CONTINUATION OF RIGHT TO INDEMNIFICATION:** The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which any Director, officer, employee or agent seeking indemnification may be entitled under any law (common or statutory), agreement, vote of members or disinterested Directors or otherwise, both as to action in his\her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for ESC. This indemnification shall continue after a person has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. All rights to indemnification under this Article X shall be deemed to be a contract between ESC and each Director, officer, employee or agent of ESC who serves or served in such capacity at any time while this Article X is in effect. Any repeal or modification of this Article X or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Director, officer, employee or agent or the obligations of ESC arising under this Article. This Article shall be binding upon any successor corporation to this ESC, whether by way of acquisition, merger, consolidation or otherwise.

**Section 10.09 INSURANCE:** ESC may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee or agent of ESC or is or was serving at the request of ESC 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\her or on his\her behalf in any such capacity, or arising out of his \her status as such, whether or not ESC would have the power to indemnify him/her against such liability under the provisions of this Article X.

**Section 10.10 SAVING CLAUSE:** If this Article X or any portion shall be invalidated on any ground by any court of competent jurisdiction, then ESC (i) shall nevertheless indemnify each Director and officer of ESC, and (ii) may nevertheless indemnify each employee and agent of ESC, as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of ESC, to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to full extent permitted by applicable law.

**Section 10.11 SUBSEQUENT AMENDMENT:** No amendment, termination or repeal of this Article X shall affect or impair in any way the rights of any Director or officer of ESC to indemnification with respect to any action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or appeal.

**Section 10.12 SUBSEQUENT LEGISLATION:** If the Act is amended to further expand the indemnification permitted to

**Directors, officers, employees or agents of ESC, then ESC shall indemnify such persons to the fullest extent permitted by the Act, as amended.**

# **Article XI. LEAGUE ORGANIZATION AND RULES**

**Section 11.01 RULES OF COMPETITION:** All league play including tournaments, playoffs, and championship games shall be governed by the rules and regulations of the FIFA, USSF, USYSA, OSA, FCSA, ESC and the Procedures Manual of ESC.

**Section 11.02 TEAM DIVISIONS:**

**(a) All teams will be divided into six (6) categories of teams:**

- (i) Girls' Recreational Teams**
- (ii) Boys' Recreational Teams**
- (iii) Girls' Traveling Recreational Teams**
- (iv) Boys' Traveling Recreational Teams**
- (v) Girls' Competitive Teams**
- (vi) Boys' Competitive Teams**

**(b) Boys shall play only in those divisions designated Boys. Girls may play in a girls' division or request to play in a boys' division.**

**Section 11.03 AGE DETERMINATION:** The age determination for teams shall be the players actual age as of July 31st. Players must be 4 years old before August 1st in order to participate in the ESC.

**(a) The age groups for Recreational teams shall be as follows:**

- (i) Under 6 years of age**
- (ii) Under 8 years of age**
- (iii) Under 10 years of age**
- (iv) Under 12 years of age**
- (v) Under 14 years of age**
- (vi) Under 16 years of age**
- (vii) Under 19 years of age**

**Wherever possible, teams will be kept age-pure within the age groups.**

**(b) The age groups for Competitive teams shall be as follows:**

- (i) Under 11 years of age**
- (ii) Under 12 years of age**

- (iii) Under 13 years of age**
- (iv) Under 14 years of age**
- (v) Under 15 years of age**
- (vi) Under 16 years of age**
- (vii) Under 17 years of age**
- (viii) Under 18 years of age**
- (ix) Under 19 years of age**

**Section 11.04 SUSPENSION OR DISSOLUTION OF A TEAM:** Any ESC team may be dissolved or suspended at such time as shall be deemed necessary for disciplinary reasons by a majority vote of the Executive Committee when in the opinion of the Executive Committee:

- (a) It is determined by a majority vote of the Executive Committee that the actions of the team and/or parents have not been in the best interests of youth soccer; or**
- (b) It is determined by a majority vote of the Executive Committee that team and/or parents of team players have willfully violated any of the rules and regulations or By-Laws or the Procedures Manual of ESC; or**
- (c) It is determined by a majority vote of the Executive Committee that the team and/ or parents of team players have willfully violated any of the rules and regulations or By-Laws of any organization that ESC is affiliated.**

**Section 11.05 NOTICE OF HEARING ON SUSPENSION OR DISSOLUTION:** The Executive Committee shall notify in writing all team players, parents of the team players and the registered coach of the team of the date and time of the meeting to review the proposed suspension or dissolution of the team as an ESC team and the basis for seeking such team's suspension or dissolution. Such notification shall be sent to the players, parent and coach three calendar days prior to the date of the hearing.

**Section 11.06 TEAM MAY PRESENT EVIDENCE AT EXECUTIVE COMMITTEE MEETING:** The players, parents and registered coach may present to the Executive Committee any documentation or witnesses to support the team not being dissolved or suspended.

**Section 11.07 BASIS FOR DETERMINATION:** The decisions of the Executive Committee will be determined after consideration of any written reports or upon oral presentation by the parties seeking the suspension or dissolution of the team.

**Section 11.08 NOTIFICATION OF DISSOLUTION OR SUSPENSION OF A TEAM:** The players, parents of players and registered coach shall be notified in writing of their suspension or dissolution by the Executive Committee within five (5) business days of the meeting of the Executive Committee in determining suspension or dissolution of the team. This notice shall include reason(s) for suspension or dissolution of the team and shall be signed and dated by the President of ESC.

**Section 11.09 SUSPENSION:** Any team that is suspended under this Article XI shall be prohibited from participating at the ESC Complex as an ESC team in any ESC, FCSA or OSA sponsored soccer event during the time of suspension.

**Section 11.10 DISSOLUTION:** Any team that is dissolved under this Article XI shall be prohibited from participating at the

**ESC Complex as an ESC team in any ESC, FCSA or OSA sponsored soccer event. Further, the team will no longer be considered an ESC club team. Players of a recreational team will be reassigned to another club team. Competitive players will be released from any commitments to the dissolved team.**

**Section 11.11 APPEALS OF DECISION OF EXECUTIVE COMMITTEE TO SUSPEND OR DISSOLUTION: Appeals of the decisions of the Executive Committee as well as other committees, when applicable, shall be in accordance with Article XII. Appellate Procedures.**

## **Article XII. APPELLATE PROCEDURES**

### **Section 12.01 APPEAL OF SUSPENSION, TERMINATION OR DISSOLUTION:**

**(a) Any membership suspension or termination pursuant to Article III, Section 3.04, hereof, shall be subject to an appeal to the Board provided that the appeal shall have been submitted in writing to the President of ESC within five (5) business days from receipt of the written notice of suspension or termination set forth in Article III, Section 3.08, hereof. Such request shall state the basis for the appeal.**

**(b) Any team suspension or dissolution pursuant to Article XI, Section 11.04, hereof, shall be subject to an appeal to the Board provided that the appeal shall have been submitted in writing to the President of ESC within five (5) business days from receipt of the written notice of suspension or dissolution set forth in Article XI, Section 11.08, hereof. Such request shall state the basis for the appeal.**

**Section 12.02 BOARD MEETING CONCERNING SUSPENSION, TERMINATION OR DISSOLUTION:** After receipt of a written notice of appeal within the time and manner specified in Section 12.01, above, it shall be the duty of the President to call a special meeting of the Board:

**(a) (Membership) To review the suspension or termination of membership and to hear the appeal. It shall then be the duty of the Board to vote on the termination or suspension. A termination or suspension of membership shall be deemed valid by the Board by an affirmative vote of two-thirds of the eligible votes of the Board. If a vote is less than a two-thirds of the eligible votes of the Board, then such member shall be deemed automatically reinstated.**

**(b) (Team) To review the suspension or dissolution of a team and to hear the appeal. It shall then be the duty of the Board to vote on the dissolution or suspension. A termination or suspension of a team shall be deemed valid by the Board by an affirmative vote of two-thirds of the eligible votes of the Board. If a vote is less than a two-thirds of the eligible votes of the Board, then such team shall be deemed automatically reinstated.**

**(c) NOTICE OF APPEAL OF ESC MATCHES:** Appeals regarding matches played within ESC shall be heard by the Games Appeals Committee pursuant to Article XII, Section 12.04. This notice shall state the law(s) involved in the appeal and shall be accompanied by certified check for one hundred (\$100) made out to the Edmond Soccer Club, which check is not subject to refund unless the protest is upheld.

**(d) PROCEDURE OF GAMES APPEALS COMMITTEE:** Appeals to be heard by the Games Appeals Committee shall be submitted in writing to any member of such committee, along with the check, within forty-eight hours of the game being appealed. It shall then be the duty of the Games Appeals Committee to review the event and make a ruling. In no case will the Games Appeals Committee hear any appeal which is solely based on the qualifications, judgment or decisions of referees. If an appeal should be received after the time period it shall be returned, along with the check, to the person(s) making the appeal. All decisions of the Games Appeals Committee are final and are not subject to further appeal within ESC.

## **Article XIII. PARLIAMENTARY AUTHORITY**

**Section 13.01 RULES OF ORDER:** The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern ESC in all cases to which they are applicable and, in which they are not, ESC may adopt such rules as are applicable.

## **Article XIV. AMENDMENT OF BYLAWS**

**Section 14.01 AMENDMENTS:** The members or the Board may amend or repeal these Bylaws at any meeting or by written consent. The Secretary shall record all amendments or repeals of these Bylaws by making the required changes on ESC's copy of the Bylaws and either noting the effective time of the change (and all other changes following the last restatement of the Bylaws) in a parenthetical following the amended or deleted Section or restating and certifying an amended and restated version of the then effective Bylaws.

**Section 14.02 PRIOR REVIEW BY THE BYLAW COMMITTEE:** As provided in Article VIII, Section 8.06(d) thereof, any and all amendments to these Bylaws shall be first submitted to the Bylaws and Amendments Committee for review and recommendation to the Board of Directors.

**Section 14.03 VOTE OF DIRECTORS:** These Bylaws can be amended at any regular meeting of the Board by a two-thirds vote, provided that the amendment has been submitted in writing to all Directors and officers at least seven (7) days prior to the meeting.

## Article XV. NOTICES

**Section 15.01 GENERAL:** Unless these Bylaws expressly provide otherwise, ESC may give effective notice under these Bylaws by U.S. postal service, by overnight delivery service, by telegram or telegraph, or by electronic transmission, such as telephone, fax, electronic bulletin board, voice mail, email or other similar medium. Effective notice may also be made in person. Receipt of effective notice must not be contingent upon the recipient's payment of any charges as a prerequisite to the notice's receipt. Effective notice must be posted or transmitted to recipient's address, telephone number, facsimile number, email address or electronic code number as shown on the records of ESC in a manner normally used for the posting or transmission of information in the medium chosen. Effective notice to ESC shall be posted or transmitted to the President or Secretary at ESC's principal office. Unless these Bylaws expressly provide to the contrary, the time when the person sends notice shall constitute the time of the giving of notice, and the burden of proving notice shall rest on the sender.

**Section 15.02 WAIVER OF NOTICE:** Whenever the law or these Bylaws require notice, the person entitled to said notice may waive such notice in writing, either before or after the time stated in the notice.

## **Article XVI. MISCELLANEOUS**

**Section 16.01 FACSIMILE SIGNATURES:** In addition to the use of facsimile signatures which these Bylaws specifically authorize, ESC may use such facsimile signatures of any officer or officers, agents or agent, of ESC as the Board or a committee of the Board may authorize.

**Section 16.02 FISCAL YEAR:** The Board shall have the authority to fix and change the fiscal year of ESC.

## Article XVII. DISSOLUTION

**Section 17.01 VOTE TO DISSOLVE:** ESC may be dissolved by the Directors by a two-thirds vote at a special meeting called for that purpose. Any special meeting called for the purpose of dissolution requires public 30-day prior notice to the general membership.

**Section 17.02 DISSOLUTION/WINDING UP:** Upon dissolution, the Directors shall after paying or making provision for the payment of all liabilities of ESC, dispose of all the assets of ESC by donating said assets to any legitimate successor organization; or any such organization which is organized and operated exclusively for charitable, educational, religious, or scientific purposes; or to FCSA; as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3), of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the Amended and Restated Bylaws of ESC as adopted by the Board on the **21st** day of September 2004. Executed as of the **21st** day of **September** 2004.

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**PAT MORGAN, PRESIDENT**

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**ANNE SKUTA, SECRETARY**