

Article I. DEFINITIONS

Section 1 DEFINITIONS: Unless the context clearly requires otherwise, in these Bylaws:

- (a) "FIFA" means the Federation Internationale de Football Association.
- (b) "USSF" means the United States Soccer Federation.
- (c) "USYSA" means the United States Youth Soccer Association.
- (d) "OSA" means the Oklahoma Soccer Association.
- (e) "OEFC" means Oklahoma Energy Football Club, which is the partnership between ESC's competitive soccer program, North Oklahoma City Soccer Club's competitive soccer program, and the Oklahoma City Energy professional soccer club.
- (f) "ESC" means the name of the corporation, Edmond Soccer Club, Inc.
- (g) "BOARD" means the Board of Directors of ESC.
- (h) "BYLAWS" means these Bylaws as adopted by the Board and includes amendments subsequently adopted by the Board or the Members.
- (i) "SECTION" refers to the section of the Bylaws.
- (j) "MEMBER" means a Member of ESC as defined Article III.
- (k) "VOTING MEMBER" refers to a Member as set forth in Article III, Section 3.02, with the right to vote.
- (l) "CURRENT REGISTERED PLAYER" means a player currently registered with ESC or OEFC, if the OEFC player was registered with ESC for the year preceding his/her registration with OEFC.
- (m) "CURRENT REGISTERED COACH" means a coach currently registered with ESC and currently coaching an ESC team.
- (n) "COMPLEX" means Service-Blake Park and the soccer fields and facilities located there.
- (o) "TEAM" means an ESC designated or named group of players, currently registered with ESC, assigned or formed under the guidelines of ESC and OSA.
- (p) "GotSoccer" is the leading provider of soccer software in the United States, developing tools to help get players on the field since 1996.

Section 2 TITLE OF OFFICE: The title of an office refers to the person or persons who, at any given time, perform the duties of that office for ESC.

Article II. PURPOSE AND AFFILIATIONS

Section 1 PURPOSE: ESC is formed as a non-profit, educational organization dedicated to the support, education, and growth of the game of soccer in and around the community of Edmond, Oklahoma.

Section 2 AFFILIATIONS: ESC is affiliated with FIFA, USSF, USYSA, and OSA. Through these affiliations, ESC is the officially sanctioned youth soccer program

for the Edmond area. It is understood that any youth soccer group which is not a member of ESC, will not be officially affiliated with USSF, USYSA, and/or OSA.

Section 3 PHILOSOPHY: ESC will provide an age-appropriate learning environment for our members to teach and 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 shall not reject any player for reasons of race, color, creed, religion, national origin, sex, or such other discriminatory practices as are prohibited by law.

Article III. MEMBERS

Section 1 MEMBER: (a) Members of ESC shall be current registered players, the parent(s) or legal guardian(s) of current registered players, and current registered Coaches and Assistant Coaches.

(1) Current registered OEFC players and the parent(s) or legal guardian(s) of current registered OEFC players shall be members of ESC, provided they or their child was registered at ESC for the year immediately preceding joining OEFC.

(b) Current members whose membership will expire, because they are no longer a current registered player, parent of a current registered player, or current registered Coach and/or Assistant Coach may maintain their membership by submitting a request, in writing to the Board by June 30 of each year.

(c) If a section 1(b) members' membership lapses, because they do not submit the request, in writing, by June 30, they will be ineligible for continued membership in ESC.

(d) To satisfy the requirement that the request be submitted, in writing, a member may send a letter to the ESC mailing address, hand deliver a letter to any ESC board member, or email a member of the executive committee.

Section 2 VOTING MEMBERS: Members who have the right to vote in matters concerning ESC are all members over the age of eighteen (18).

Section 3 TERMINATION OR SUSPENSION OF MEMBER: (a) The membership of any Member may be terminated or suspended by a 2/3 vote of the Executive Committee when:

(1) a Member has not acted in the best interests of youth soccer, or

(2) a Member has willfully violated any of the rules, regulations, Bylaws, or the Procedures Manual of ESC; or

(3) a Member has willfully violated any of the rules and regulations or Bylaws of any organization with which ESC is affiliated; or

(4) The Member has been formally charged or convicted of any felony or violent crime against a minor.

(b) The Executive Committee shall notify, in writing, the Member of the date and time of the meeting to review the proposed suspension or termination of the

membership of the Member and the basis for seeking termination or suspension. Such notification shall be sent to the Member, at least, three (3) calendar days prior to the date of the hearing.

(c) The Member may present any evidence, including, but not limited to documentation or witnesses, to support the member's membership not being terminated or suspended.

(d) The decision to terminate or suspend the membership of a member must be supported by, at least, a preponderance of the evidence presented.

(e) The Member shall be notified, in writing, of the decision made by the Executive Committee within five (5) business days. The notice shall include the reason(s) for termination or suspension and the duration of suspension of membership and shall be signed and dated by the President of ESC.

(f) Any member whose membership has been terminated or suspended shall be prohibited from participating as a spectator, coach, or player in any ESC, OEFC, OSA, or USYSA sponsored soccer event during the time of suspension or termination.

(g) 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 3/4 majority vote of the Board shall be required to approve membership.

(h) A Member may appeal the decision of the Executive Committee to the Board pursuant to Article XI.

(i) Section 1(b) members' membership will be automatically terminated, if they do not submit their request to remain a member, in writing, by June 30 of each year.

(j) A Section 1(b) member may not re-apply for membership at any point, once their membership has been terminated.

Article IV. MEETINGS OF MEMBERSHIP

Section 1 ANNUAL MEETING: There shall be an annual meeting of members during the month of May. The date of such meeting shall be determined by the Board at its March meeting.

Section 2 NOTICE OF ANNUAL MEETINGS: The Board shall give public notice of the annual membership meeting once the date has been determined at the March meeting. The notice shall state the date, time, and place of the meeting.

Section 3 PURPOSE OF ANNUAL MEETING: The membership meeting in May shall be held for the purpose of electing officers, receiving reports of officers and committees, and for any other business that shall arise.

Section 4 SPECIAL MEMBERSHIP MEETINGS: Special membership meetings may be called by the Executive Committee. Notice shall be provided, stating the purpose of the meeting, to all members at least seven (7) days prior to the meeting.

Section 5 QUORUM: At the Annual meeting and at any Special Membership meeting, the Voting Members present shall constitute a quorum and majority vote shall govern.

Section 6 PROXIES: Proxies of Voting Members shall not be accepted at meetings of the members.

Article V. DIRECTORS

Section 1 GENERAL POWERS: The business and affairs of the Corporation shall be managed by its Board of Directors. The Board 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 2 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 3 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 any crime involving dishonesty or moral turpitude, a crime against a minor, a violent crime, or a felony. All Directors will complete and submit the Risk Management background check report on GotSoccer. A Director who fails to submit the report by July 1 shall be disqualified.

Section 4 NOMINATIONS OF DIRECTORS: The Executive Committee, at the March meeting of the Board, shall submit to the Board for approval the names of the Directors who will serve as the Nominating Committee. The Nominating Committee shall consist of the Competitive Chair, the Recreational Chair, and one at-large Director. It shall be the duty of the committee to nominate candidates for the Board. The committee shall notify the membership of its recommendations at the April Board meeting and the nominations shall be posted to the ESC website within seven (7) days. Additional nominations may be made from the floor of the April Board meeting or on the ESC website for a period of two (2) weeks after the committee's recommendations have been posted.

Section 5 ELECTION AND TERM: All Directors shall be elected by ballot for a one-year term. If there is only one candidate for a position, a ballot vote shall not be required and the election may be held by voice vote. A majority vote shall be required for election. 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 June Board meeting.

Section 6 **LIMITATION AS TO TERM OF OFFICE:** The following term limits shall be imposed for all Directors: President-three (3) consecutive terms; Vice Presidents, Secretary, Competitive Chair, Recreational Chair, Treasurer, Complex Coordinator, TopSoccer Coordinator, and Adult League Coordinator- five (5) consecutive terms; and Age Group Coordinators-no term limit. The term of a Director 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. All terms that have been served by the current Directors of the Board will count towards these term limits.

Section 7 **VOTING MEMBERS OF THE BOARD.** The voting members of the Board shall consist of the following:

(a) The Officers of the Board:

- (1) President
- (2) 1st Vice-President
- (3) 2nd Vice-President
- (4) Secretary
- (5) Treasurer
- (6) Complex Coordinator
- (7) Competitive Chair
- (8) Recreational Chair

(b) The Recreational Age Group Coordinators:

- (1) U4/U5 Boys Coordinator
- (2) U4/U5 Girls Coordinator
- (3) U6/U7/U8 Boys Coordinator
- (4) U6/U7/U8 Girls Coordinator
- (5) U9/U10 Boys Coordinator
- (6) U9/U10 Girls Coordinator
- (7) U11-U19 Boys Traveling Rec Coordinator
- (8) U11-U19 Girls Traveling Rec Coordinator

(c) Program Coordinators

- (1) TopSoccer Coordinator
- (2) Adult League Coordinator

Section 8 **PRESIDENT:** The President shall preside at all meetings of ESC and shall be the Chief Executive Officer of ESC.

Section 9 **1st 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 assist in coordinating volunteers for ESC tournaments, volunteer work days, and other ESC events.

Section 10 **2nd VICE-PRESIDENT:** The second Vice-President shall chair the Bylaws and Amendments Committee, act as ESC Parliamentarian, and shall perform such other duties, as may be assigned by the President of the Board.

Section 11 SECRETARY: The Secretary shall keep the records and minutes of all meetings of ESC, shall give notice of meetings, insure that proper notice is given to the City of Edmond, and shall have general custody of the records of ESC.

Section 12 TREASURER:

- (a) The Treasurer shall receive, disburse, and account for all funds of ESC, which shall be kept in a bank or banks and/or accounts designated by the Board. The Treasurer shall prepare a monthly accounting of receipts and disbursements of ESC and a complete financial statement for presentation at each monthly Board meeting and at the annual meeting. The Treasurer shall prepare and present a one-year budget, for initial review by the Executive Committee, during the month of May. The budget shall be reviewed and approved by the Board during the June Board 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 Boards discretion, a review as set forth by AICPA guidelines of the accounts of ESC. The Board of Directors shall vote to approve the Certified Public Accountant.

Section 13 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 14 DUTIES OF COMPETITIVE AND RECREATIONAL CHAIRS: Directors who serve as the Competitive Chair and Recreational shall be responsible for insuring 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) Supervising the age group coordinators with team formation and dealing with player placement and/or team formation issues from the members.
- (c) (Competitive) Represent ESC on the OEFC board, as ESC's voting member.
- (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 15 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).

Section 16 DUTIES OF COORDINATORS: Directors who serve as Coordinators shall be responsible for insuring that the Bylaws and Procedures Manual of ESC

are complied with by the Members in the areas of the Director's responsibilities. The 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) All Directors serving as Age Group Coordinators shall, among other things, be responsible for finding coaches and assigning of players to teams within specific age groups.

Section 17 CONFLICT OF INTEREST: To avoid the possibility of a conflict of interest, Directors serving as Age Group Coordinators (Section 7(b)) shall not have a child playing or be a coach in an age group for which they are responsible.

- (a) Any board member may raise a potential conflict of interest. If the accused board member does not voluntarily recuse him or herself, the Executive Committee will vote to determine if a conflict exists that requires recusal.

Section 18 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 (3/4) majority of the Board of Directors.
- (b) A 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 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) "For cause" is defined as malfeasance of office, abuse of office, missing three regularly called monthly meetings during the entire fiscal year, actions detrimental to the well-being of soccer, actions not in keeping with the purpose of ESC, or being charged or convicted of any crime involving dishonesty, fraud, deceit, or moral turpitude, a crime against a minor, a violent crime, or a felony.
- (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 Board of Directors meeting called specifically for the purpose of impeachment, any Director of ESC shall be removed by a two-thirds vote of all eligible voting Directors.

Section 19 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 20 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 not less than a quorum, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and be qualified, 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 21 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 22 NON-VOTING MEMBERS OF THE BOARD: The non-voting members of the ESC Board shall be any Past President of ESC, the ESC General Manager, Assistant General Manager, and Academy Director. These members shall perform such duties as assigned by the board.

Article VI. MEETINGS OF THE DIRECTORS

Section 1 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 for special meetings of the Board.

Section 2 NOTICE OF REGULAR MEETINGS: Regular meetings of the Board may be held without notice, at a time and place determined by the Board. However, the Board shall post a notice on the ESC website at least twenty-four (24) hours prior to the meeting.

Section 3 PLACE OF MEETINGS: The Board may hold its meetings wherever designated by the Board or by notice.

Section 4 SPECIAL MEETINGS: The President or a 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 and reasonable place for the meeting.

Section 5 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 and not less than 24 hours if by facsimile, electronic mail, or in person.

Section 6 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 7 QUORUM: At all meetings of the Board, a majority of the voting Directors shall constitute a quorum; proxies count towards quorum. 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 is not present at a meeting of the Board, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. At an adjourned meeting where a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified and called.

Section 8 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 relevant 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 9 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 10 PROXIES OF THE DIRECTORS: A voting member of the Board may exercise any voting rights in person or by proxy, provided such proxy is a voting member of the Board and is appointed in writing, including email, that he/she has subscribed and that the proxy is delivered to the Secretary of the meeting. No voting member of the Board may hold more than two (2) proxies at any meeting. A proxy is valid only for one meeting and shall expire at the end of that meeting. 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. COMMITTEES

Section 1 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 2 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 3 SELECTION OF COMMITTEE MEMBERS: Committees of the Board shall be composed of either Directors, Officers, or Members of ESC. The President shall appoint members of all Committees, standing or special, subject to approval by a majority of the Executive Committee.

Section 4 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 5 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 6 STANDING COMMITTEES OF ESC: The following shall be the Standing Committees of ESC:

(a) EXECUTIVE COMMITTEE.

- (1) The President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Complex Coordinator, Competitive Chairperson, and Recreational Chairperson, of ESC shall constitute the Executive Committee.
- (2) 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.
- (3) The Executive Committee may appoint an Attorney, a Physician, and/or a Certified Public Accountant to advise ESC.
- (4) Dues and fees shall be recommended by the Executive Committee for Board approval.
- (5) 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.

- (6) Business may not be transacted unless a quorum of five (5) shall be present, however, any proposal shall be governed by a majority vote of the membership of the Executive Committee.
 - (7) 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.
 - (8) 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.
 - (9) 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.
 - (10) The General Manager will present the minutes of all meetings for acceptance by the Board.
- (b) **ACADEMY COMMITTEE:** The Academy Committee shall make recommendations to the Board concerning the development of the academy 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 Academy Director and make recommendations to the Board; review all contracts concerning the academy program and make recommendations to the Board, and such other responsibilities and duties as assigned to the Committee by the Board. The Academy Committee may, from time to time, call upon the General Manager, Assistant General Manager, and Academy Director 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 Chair shall be the Committee Chairperson. The Recreational Committee may, from time to time, call upon the General Manager, Assistant General Manager, and Academy Director 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 2nd Vice-President shall be the Committee Chairperson.

Article VIII. ESC CONTRACTORS

Section 1 POSITIONS: The Board may contract with individuals to provide specific services to ESC that require special knowledge or that cannot be provided by volunteers. These positions include, but are not limited to General Manager, Assistant General Manager, Academy Director, Tournament Director, Referee Coordinator, and Groundskeeper.

Section 2 DUTIES OF GENERAL MANAGER: The duties of the General Manager include, but are not limited to the following: oversee all aspects of club operations, including financial, membership, operations, safety, and personnel. The General Manager may pay any and all expense up to \$1,000.00 without prior approval; any expense in excess of \$1,000.00 up to \$10,000.00 requires prior approval by the Executive Committee; and, any expense over \$10,000.00 requires prior approval by the Board in accordance with Article IX, Section 6. These limits do not apply to routine, day-to-day operational expenses that have been detailed and approved in the yearly budget, such as referee fees and field maintenance expenses.

Section 3 DUTIES OF ASSISTANT GENERAL MANAGER: The duties of the Assistant General Manager include, but are not limited to the following: serving as Registrar, Age Group Coordinator, and any additional duties as directed by the General Manager.

Section 4 DUTIES OF ACADEMY DIRECTOR: The duties of the Academy Director include, but are not limited to the following: oversee all aspects of the ESC Academy program, including retaining coaches, overseeing the technical development of the Academy players, scheduling Academy practices and games, oversee all ESC camps, and serve as age group coordinator.

Section 5 DUTIES OF TOURNAMENT DIRECTOR: The duties of the Tournament Director include, but are not limited to the following: oversee all aspects of organizing and operating the tournaments held at ESC, including, but not limited to Beat the Heat, Turkey Shootout, and 3v3.

Section 6 DUTIES OF REFEREE COORDINATOR: The duties of the Referee Coordinator include, but are not limited to the following: oversee all ESC referees, coordinate training opportunities for ESC referees with the General Manager, and schedule referees for all games at ESC.

Section 7 DUTIES OF GROUNDSKEEPER: The duties of the Groundskeeper include, but are not limited to the following: oversee and maintain the facilities at ESC, specifically including the fields.

Section 8 OTHER POSITIONS: The Board may create additional positions, as needed, and set forth the duties and requirements of these positions.

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

Section 1 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 2 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 3 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 4 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 5 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 6 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 \$10,000.00 or less, 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 \$10,000.00 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 \$10,000.00 must be ratified by a majority vote of the Board.

Article X. INDEMNIFICATION

Section 1 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 2 **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/her or on his/her 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 the District Court of Oklahoma County 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 District Court of Oklahoma County or arbitrator shall deem proper.

Section 3 **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 1 and 2 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 4 **DETERMINATION OF RIGHT TO INDEMNIFICATION:** Any indemnification under Article X, Sections 1 and 2 (unless ordered by a court) shall be paid by ESC, unless a determination is made:

- (a) by a disinterested majority of the Board;
- (b) by independent legal counsel, in a written opinion; or,
- (c) 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 1 and 2.

Section 5 **ADVANCE OF COSTS, CHARGES, AND EXPENSES:** Costs, charges, and expenses (including attorneys' fees) incurred by a person referred to in Article X Sections 1 and 2 in defending a civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by ESC 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 ESC as authorized in 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 ESC, authorize the ESC's counsel to represent such person, in any action, suit or proceeding, regardless of whether ESC is a party to such action, suit, or proceeding.

Section 6 **PROCEDURE FOR INDEMNIFICATION:** ESC shall promptly pay any indemnification under Article X, Sections 1, 2, and 3 or advance costs, charges, and expenses under Article X Section 5, 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 the District Court of Oklahoma County, 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 5 where the required undertaking, if any, has been received by ESC) that the claimant has not met the standard of conduct set forth in Article X, Sections 1 or 2, but the burden of proving such defense shall be on ESC. Neither the failure of ESC (including its Board, independent legal counsel, and/or members) to have made a determination before the claimant commences an action alleging that indemnification is proper because he/she has met the applicable standard of conduct set forth in Article X, Sections 1 or 2, nor an actual determination by ESC (including its Board, independent legal counsel and/or 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 7 **SETTLEMENT:** If in any action, suit, or proceeding, including any appeal, within the scope of Article X, Sections 1 or 2, 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 8 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 ESC, whether by way of acquisition, merger, consolidation, or otherwise.

Section 9 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/her 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 SAVING CLAUSE: If this Article X or any portion shall be invalidated on any ground by any court of competent jurisdiction, then ESC

- (a) shall indemnify each Director and officer of ESC, and
- (b) may 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 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 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. APPELLATE PROCEDURES

Section 1 APPEAL OF SUSPENSION, TERMINATION OR DISSOLUTION:

- (a) Any membership suspension or termination pursuant to Article III, Section 3(a), 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(b), hereof. Such request shall state the basis for the appeal.
- (b) Any team suspension or dissolution pursuant to Article III, Section 4(a), 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 III, Section 4(b), hereof. Such request shall state the basis for the appeal.

Section 2 BOARD MEETING CONCERNING SUSPENSION TERMINATION OR DISSOLUTION: After receipt of a written notice of appeal, within the time and manner specified, it shall be the duty of the President to call a special meeting of the Board:

- (a) 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 (2/3) of the eligible votes of the Board. If a vote is less than two-thirds (2/3) of the eligible votes of the Board, then such member shall be deemed automatically reinstated.
- (b) 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 (2/3) of the eligible votes of the Board. If a vote is less than a two-thirds (2/3) of the eligible votes of the Board, then such team shall be deemed automatically reinstated.

Article XII. PARLIAMENTARY AUTHORITY

Section 1 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 XIII. AMENDMENT OF BYLAWS

Section 1 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 2 PRIOR REVIEW BY THE BYLAW COMMITTEE: As provided in Article Article VII, Section 6(d), any and all amendments to these Bylaws shall first be submitted to the Bylaws and Amendments Committee for review and recommendation to the Board of Directors.

Section 3 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 XIV. NOTICES

Section 1 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 2 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 XV. MISCELLANEOUS

Section 1 FACSIMILE AND ELECTRONIC SIGNATURES: In addition to the use of facsimile and/or electronic signatures which these Bylaws specifically authorize, ESC may use such facsimile and/or electronic signatures of any officer or officers, agents or agent, of ESC as the Board or a committee of the Board may authorize.

Section 2 FISCAL YEAR: The Board shall have the authority to fix and change the fiscal year of ESC.

Article XVI. DISSOLUTION

Section 1 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 2 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 OSA, 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 19th day of November, 2019.

Executed as of this 19th day of November, 2019.



ERIC D. COTTON, PRESIDENT



PAUL PRATER, SECRETARY