

Bylaws of Miami Takedown Club

Name & Purpose

Section 1 Name

The name of the organization shall be Miami Takedown Club (for the remainder of this document will be referred to as “MTC”).

Section 2 Purpose

The MTC is a non-profit corporation created in compliance by the laws of the State of Oklahoma and the laws of the United States. MTC is organized exclusively for charitable and educational purposes designed to support and encourage youth wrestling in Ottawa County, Oklahoma. The MTC will always place the participant’s health and safety first.

Board of Directors

Section 1 General Powers

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

Section 2 Board Composition

The Board or Directors shall consist of no less than 5 members, no more than 11 members. The Board composition is as follows:

- A. The Officers of the Board shall consist of a President, Vice-President, Secretary, and Treasurer. The Secretary and Treasurer office may be held by the same Director but in such case only having one vote on the Board.(4)
- B. Director of Fundraising (grant writing).
- C. Director – Coaches Liaison
- D. Director – At Large

Vacancies shall be nominated and filled by a majority vote by the Board. Board members shall serve until resignation or dismissed by an affirmative vote of two-thirds of all members of the Board. The Board has the ability to form committees as needed.

Section 3 Quorum

A quorum of the Board shall consist of the majority of members eligible to vote on an item at the meeting.

Section 4 Election of Board Members

- A. The President, Vice President, Secretary and Treasurer are one year terms.
- B. Elections are held at the Post-Season Board meeting each year.
- C. At the Post-Season meeting, nominations are accepted for all eligible positions. Any person can nominate himself/herself. For all nominations, a “second” is required.

- E.** The voting process begins with confirmation of all nominees for all open positions.
- F.** The voting process is a closed vote and is conducted by the Board President, with a written ballot. All voters must be present and all ballots must be signed. The results are tabulated by the President and independent persons designated by the President, and are announced to the board at the time of election or within one week from election.
- G.** Each nominee is for a specific board position, and voters vote singularly only for that position. Elections are held for that position and following the election, nominations are open for the next position. A nominee can run for more than one position, but can only hold one office. The only exception is the Secretary and Treasurer can be the same Board member.
- H.** The officers – President; Vice President; Secretary and Treasurer are nominated and voted on with the first written ballot.
- I.** Each nominee is allowed an opportunity for a three minute speech. All eligible voters cast votes on written ballots after completion of all officers' speeches.
- J.** A Board member may cast a vote for only one nominee per open position.
- K.** In case of tie, the President casts the deciding vote.
- L.** In case of tie in the presidential election, the outgoing President will cast the deciding vote.
- M.** A Board Member may resign his office or position at any time by submitting his written resignation to the President of the Corporation. Resignations shall be effective on the date specified therein, or if no date is specified, upon receipt by the President. If any Board member resigns his office at any time, an election will be held to replace the office. If any Board member resigns his position, the member organization will be notified will be required to nominate a replacement. The new Director of the said member organization will attend the next Board meeting (or current Board meeting if available).
- N.** This voting protocol is a default protocol in the absence of any agreement thereto. Should the President, with the consent of the board, wish to simplify this format he may do so.

Section 5 Board Meeting Operation

- A.** The Board meets at least bi-annually or as scheduled by the President. Board Meetings are open to the public. The President can call a closed session, at any time, for only Board members. In addition, any Board member can motion for a closed session; at which time, if a second to the motion is made, the Board executes a proper vote to approve the closed session or not. Presidential closures do not require a vote.
- B.** No notice is required for regular meetings unless the date, location, or time is changed.
- C.** Board meeting agenda is as follows: President's Report, Treasurer's Report, Minutes of last meeting, new business, old business and other topics.
- D.** After debate of any issue, any present Board member may make a motion to be voted upon. A second to the motion is required.
- E.** The President must allow all present board members to vote on any motion and results must be noted by secretary in meeting minutes as "voting item". The voting process is a Board vote and is conducted by

required. A simple majority of present Board members is required for passage. If the “voting item” is approved, it is registered in the meeting minutes and becomes official “MTC” policy.

- G.** Any motion, which is intended to be voted upon, can be asked by any Board member to be voted in closed written format. If a second to the motion is made, the Board must vote to approve the closed written format. If approved, the voting process is a closed vote and is conducted by the Board President with a written ballot. Only Board members who are present can vote. The results are tabulated by the presiding President and are announced to the board immediately.

Section 6 Notice

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

Section 7 Manner of Acting

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

Section 8 Compensation

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

Section 9 Behavior of MTC Board, Coaches, Participants, Parents

- A.** MTC prohibits Board officers, Board members, and its coaches, assistant coaches, parents and participants, and others from unnecessary physical force, contact, or touching directly or indirectly with any MTC participant during individual or team functions, including practices and tournaments.
- B.** MTC prohibits profanity by Board officers, Board members, and its coaches, assistant coaches, parents and participants, and others during individual or team functions, including practices and tournaments.
- C.** MTC prohibits un-sportsmanlike conduct by coaches, assistant coaches, and participants during individual and team functions, practices and tournaments. This includes un-sportsmanlike penalties during matches.
- D.** First offense of either of the above policies will result in a warning issued by the Board.
- E.** Second offense, in the same season, of either of the above policies will result in an immediate 2 week suspension issued by the Board.
- F.** Third offense, in the same season, of either of the above policies, will result in an immediate removal from participation, issued by the Board.

Section 10 Officers

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

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

B. Vice President: Shall assist the President as needed and is responsible for the organization of all paperwork required from participants and coaches of the organization. The position shall be responsible for submitting entry fees and weights for each participating wrestler of MTC prior to each tournament. Entry fees and weights will be submitted to the appropriate entity (ie. OKUSA, OKWA, or a specific tournament director). All required information needed for the participant to partake in the tournament will be submitted by the deadline set forth by each tournament's guidelines.

C. Secretary: Shall prepare minutes of all meetings of the Board. The Secretary shall prepare a report of attendance at meetings by Directors for use by the Board. He/she shall maintain the Corporation's website or social media accounts and perform such other duties as requested by the President or the Board. The position will inform/share/make available tournament flyers as they become available each week.

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

E. Fundraising: Shall oversee and provide direction and support to the fundraising of the Corporation. The position also includes seeking out and informing the Board of possible grant opportunities.

F. Coaches Liaison: Shall act as a Liaison between parents, head coaches, assistant coaches and the Board. The position shall hear complaints or suggestions for improvement and inform the Board if the situation cannot be resolved. The position shall either be present or designate a coach or assistant coach to be present for weigh-ins prior to tournaments. The position shall oversee and insure the accuracy of weigh-ins and uphold the upmost level of integrity during the weigh-in process in regards to obtaining, documenting and submitting weights with USA and OKWA. The position shall oversee the workout required to obtain and maintain a healthy wrestling weight.

G. At Large: Shall be someone who is interested in the affairs of MTC and is willing to help in any or all functions as needed.

Indemnification

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

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

Section 2 Actions by or in the Right of the Corporation

The Corporation may indemnify any person who was, or is a party, or is threatened to be made a party to any threatened pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of fact that he was a Director, officer, employee or agent of, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, actually and reasonably incurred by him, in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of

liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

Section 3 Indemnification against Expenses

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

Section 4 Authorization of Indemnification

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

Section 5 Payment of Expenses in Advance

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

Section 6 Provisions not Exclusive

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

Section 7 Insurance

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

Section 8 Definitions

For the purpose of this Article, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee, or agent of such a constituent corporation or is or was serving at the request of such

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

Section 1 Rules and Procedures

Fiscal Policies

The fiscal year of the Board shall be January 1 to December 31 but may be changed by majority vote of the board. All fundraising, including but not limited to the purpose and reasoning for the fundraising, must be approved by a majority vote from the board. No orders of any kind will be made without an affirmative majority vote by the Board (unless otherwise stated in bylaws) and without inquiring if funds are available from the treasurer.

Contracts, Checks, Deposits and Funds

Section 1 Contracts

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

Section 2 Checks, Drafts, etc.

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

Section 3 Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, and other depositories as the Board may select. For the purpose of deposit and for the purpose of collection for the amount owed to MTC, checks, drafts, and other orders of the MTC shall be signed by the Treasurer and countersigned by the President of the Corporation for deposit only.

Section 4 Gifts

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

MTC Business Records

Section 1 Financial and Business Records

The Secretary and/or Treasurer shall maintain financial records for the activities and transactions of the MTC, including not limited to the Bylaws of the MTC, copies of the Certificate of Incorporation. These records shall be audited annually and this audit shall be reviewed and approved.

Section 2. Minutes from Board Meetings

The Secretary and/or Treasurer maintain minutes and records from all Board Meetings. In the event that the Secretary and/or Treasurer is/are unable to attend a Board Meeting, the President or Vice-President may temporarily appoint another party to keep the minutes for a particular meeting.

MTC Rules & Policies

Section 1 OKUSA Membership

The Miami Takedown Club participates in (but not limited to) OKUSA events. The League's bylaws are meant to work in conjunction with OKUSA rules and policies.

Section 2 Required Documentation

A Player is required to have a Registration Form, Player Code of Conduct Form, and a Parent Code of Conduct form. A participant is also required to provide a copy of their birth certificate and a copy of their SID card if applicable. Participants are recommended to have physicals performed with six months previous to the first practice. It is the responsible of the parents or guardians of the participant to notify the coach or coaching staff of any medical or health concerns/issues with a particular participant before the beginning of the first practice of the season.

Section 3 Background Checks for Coaches

The MYW Club will require all coaches (that are on the mat with the participants and other coaches during games or tournaments) to be a member of USA Wrestling and obtain a Coach's Certification.

Section 4 Conduct of Coaches and Players

The Board reserves the right to remove, suspend, or discipline any coach and/or participant from the club for any violation of club policies or bylaws, but may only do so upon that coach or participant having due process upon a ten (10) day notice to have their concerns be heard in a private (closed) meeting before the Board. Any removal, suspension, or discipline can only be imposed upon a 75% in favor (endorsement) vote by the Board.

Section 5 Unruly or Unsportsmanlike Behavior

The MTC reserves the right to remove any participant, coach or spectator for unruly, unsafe, profane, non-family friendly, unsportsmanlike, or counterproductive behavior to the MTC before, during, or after a match. Any party requiring removal shall be given a verbal warning and/or an immediate request to remove themselves from the mat, gymnasium, stadium, practice area, or within 500 feet of any ongoing match or practice by a MTC official. Should the party requiring removal elect to not comply with the warning or request, a MTC official shall contact the local police for assistance. The MTC cannot be held liable for the behavior of any such person.

Section 6 Coaching Decisions

The board fully supports the coaches and their staff of the MTC and their decisions. The board will not in anyway infer or question decisions of any coach unless a coach's decision, action, or failure to act intentionally or knowingly place participants' well-being, health, or safety at risk.

Grievance Policy

Section 1 Who may lodge a complaint

Any participant, parent, spectator, or coach takes issue with the MTC may have an opportunity to address the Board at a specially set public meeting.

Section 2 Requirements to lodge a complaint

Any party wishing to be heard on a grievance must take a request: (1) in writing, (2) addressed directly to the MTC, (3) within 30 days of the event(s) giving rise to their complaint, and (4) provide their written request to a Board member. The Board shall set a meeting for a hearing within 30 days of the written request being presented to a Board Member. On any particular grievance or complaint or set of complaints arising out of one event, the complaining party(s) shall have a total of ten minutes to present their grievance to the Board.

Section 3 Board's Decision

After hearing the complaining party(s) grievance/complaint, the Board shall either (1) table the issue for the future action upon a simple majority vote, or (2) the Board can consider and discuss the appropriate action(s) to be taken. These decisions are binding and no appeals are allowed.

Conflicts of Interest

Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item.

Waiver of Notice

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

XIII. Amendment of Bylaws

These By-laws may be amended by a two-third (2/3) vote of Board members present at any meeting, provided; (1) a quorum is present, (2) a copy of the proposed amendment(s) is/are provided to each Board member at least one week prior to said meeting.

Dated this _____ day of _____, _____.

Miami Takedown Club

By:

President

Vice President

Secretary