

AMENDED & RESTATED BYLAWS

OF

CHARLTON-DUDLEY

YOUTH FOOTBALL

&

CHEER ASSOCIATION, INC.

Charlton, MA
www.cdrams.com

Amended & Restated Bylaws

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Amended & Restated Bylaws

(Revised June, 2018)

ARTICLE I - Name

The name of this Association shall be Charlton-Dudley Youth Football & Cheer Association, Inc.

ARTICLE II - Statement of Affiliation

Charlton-Dudley Youth Football & Cheer Association, Inc. (hereinafter referred to as "CDYFC" or the "Association") shall be affiliated with American Youth Football, Inc., (hereinafter referred to as "AYF") and shall be governed by and comply with the principles, rules and regulations enunciated and decreed by AYF, and the highest local authority, Central Mass Youth Football and Cheerleading Conference, Inc. (hereinafter referred to as "CMYFCC") as chartered by AYF in which CDYFC maintains membership.

ARTICLE III - Site of Principal Operation

The principal operation of CDYFC shall be in and about the Town of Charlton, County of Worcester, Commonwealth of Massachusetts, but may extend into such areas as are permitted by the rules and regulations of AYF and CMYFCC in which CDYFC maintains membership.

ARTICLE IV - Objective

CDYFC is a private, nonprofit corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts. CDYFC is organized to develop and operate a football and cheerleading program in affiliation with AYF in conformity with and pursuant to the principles, rules and regulations enunciated by said AYF. In conjunction with such purposes, the objective of this Association, through the medium of a supervised competitive football and cheerleading program, guided and governed by said AYF and the CMYFCC, is to seek to instill in the youth of Charlton-Dudley (regardless of gender, race, creed, religion, or national origin) the ideals of good sportsmanship, honesty, loyalty, courage, scholarship, and reverence, so that they may be finer, stronger and happier youth who will grow to be good, healthy adults.

ARTICLE V - Members

CDYFC shall have no members. No person now or hereafter designated by CDYFC as a "member" for any purpose shall be or shall be deemed to be a member of CDYFC for purposes of the Articles of Organization, as amended from time to time or the Amended & Restated Bylaws of CDYFC, as amended from time to time, or for purposes of Massachusetts General Laws Chapter 180, as amended, or any other law, rule or regulation. Any action or vote required or permitted by Chapter 180 or any other law, rule or regulation to be taken by members shall be taken by action or vote of the same percentage of the Directors of CDYFC.

ARTICLE VI - Board of Directors

The Board of Directors of CDYFC will be comprised of at least six (6) but not more than Ten (10) voting members each with terms specified below:

- a. Five of the Board members shall be appointed to a term of 3 years each
 - b. Four of the Board members shall be appointed to a term of 2 years each.
 - c. One of the Board members shall be appointed to a term of 1 year each
- | | |
|--------------------------------------|--------------------------------------|
| 1. President (3 Years) | 2. Vice President (3 Years) |
| 3. Treasurer (3 Years) | 4. Secretary/Clerk (3 Years) |
| 5. Director of Cheer (2 Years) | 6. Director of Football (3 Years) |
| 7. Director of Equipment (2 Year) | 8. Director of Fields (2 Years) |
| 9. Director of Fundraising (2 Years) | 10. Director of Concessions (1 Year) |

Section 1- Authority: When necessary, the Board of Directors shall administer a final and binding decision pertaining to issues with regard to Association policy, which are consistent with and not contrary to the rules and regulations of AYF, and in conjunction with the CMYFCC to which CDYFC is a member. This will include but is not limited to the hiring and firing of coaches, as well as the suspension or dismissal of participants and/or parents. The Board of Directors shall make all rules and regulations which it deems necessary and proper for the conduct of corporate affairs and the management of the Association's property consistent with the mission and purposes of the Association.

Section 2- Membership and Election: At each annual meeting of the Board of Directors or at a special meeting in lieu of an annual meeting of the Board of Directors, a majority of the Directors then in office, shall determine the Directors for the ensuing year and shall elect the Board of Directors from the List of Nominees provided to the Board of Directors by the Nominating Committee at least fourteen (14) days prior to the annual meeting of the Board of Directors.

Nominations for membership on the Board of Directors by an existing member of the Board of Directors shall also be accepted from the floor, with the consent of the nominee, at the annual meeting of the Board of Directors. All elections shall be by secret ballot. Unless otherwise determined by the Board of Directors, nominees achieving the highest number of votes cast by the voting members of the Board of Directors shall serve on the Board of Directors of the Association.

Section 3- Nominating Committee:

- A. The Nominating Committee shall nominate the members of the Board of Directors whose terms have expired.
- B. Head coaches and assistant coaches from the prior calendar year, current officers of the Association and members of the Board of Directors whose term is not yet expired shall be called the Nominating Committee and have the privilege to nominate at the Annual Board meeting qualified persons to be considered by the Board of Directors for appointment to the Board. The Board of Directors shall considered all persons nominated by the Nominating Committee and appoint such qualified persons to fill any open position on the Board.
- C. Qualified Persons: Qualified Persons to be considered for the Board of Directors shall be individuals interested and active participants in the program and will adhere to the objectives of the Association. The Nominating Committee has no voting privileges.

Section 4 - Annual Meeting: The annual meeting of the Board of Directors shall be held in February of each year at such time and location as stated in the notice of the meeting or at such other time as determined by the Board of Directors.

Section 5 - Vacancies: Any vacancy in the Board of Directors, however occurring, may be filled for the unexpired portion of the term thereof by appointment by the President subject to the approval of a majority of Directors then in office. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 6 - Enlargement of the Board: Subject to the composition requirements set forth in these bylaws, the number constituting the Board of Directors may be increased by one or more additional Directors elected at any regular annual or special meeting of the Board of Directors by vote of a majority of the Directors then in office.

Section 7 - Resignation and Termination: Any member of the Board of Directors may resign by delivering his or her written resignation to the Association at its principal office or to the President, Vice-President, Secretary/Clerk, or Treasurer. Such resignation shall be

effective two weeks after its receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any member of the Board of Directors who fails to attend three (3) consecutive meetings of the Board of Directors without a satisfactory excuse shall be deemed to have submitted his or her resignation from the Board of Directors as determined by majority vote of the other members of the Board of Directors. A Director may be removed from office for good cause by vote of two thirds (2/3) of the other Directors then in office.

Section 8 - Meetings: Twelve (12) regular meetings of the Board of Directors shall be held, one such meeting to be held each month, subject to exception for good cause, without call or notice at such places and at such times as the Board of Directors may from time to time determine, provided that any member of the Board of Directors who is absent when such determination is made shall be given notice of the determination.

Special meetings of the Directors may be held upon the oral or written call by the President, Vice-President, Treasurer, or two or more members of the Board of Directors, by written call designating the date, hour and place thereof.

Section 9 - Notice of Special Meetings: Notice of the date, hour and place of all special meetings of the Board of Directors shall be given to each member of the Board of Directors by the Secretary/Clerk or an Assistant Secretary/Clerk, or, in case of the death, absence, incapacity, or refusal of such persons, by the officer or one of the members of the Board of Directors calling the meeting. Notice shall be given to each member of the Board of Directors either in person, or by telephone, e-mail, fax, or telegram sent to each Director's business or home address at least twenty-four hours in advance of the meeting, or by written notice mailed to such business or home address at least forty-eight hours in advance of the meeting. Notice need not be given to a member of the Board of Directors if a written waiver of notice is executed by such Director before or after a meeting and is filed with the records of the meeting, or to any member of the Board of Directors who attends the meeting without protesting prior thereto or at its commencement of the lack of notice to such member of the Board of Directors. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 10 - Quorum: A Quorum of at least fifty-one percent (51%) of the Voting Board must be present to pass an item. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. One or more members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other at the same time. Participation in a meeting pursuant to the foregoing sentence shall constitute presence in person at such meeting.

Section 11 - Confidentiality: Each member of the Board of Directors shall hold all matters discussed by the Board of Directors and any committees in strict confidence, in accordance with guidelines set by the Board of Directors. The Board of Directors shall

establish guidelines for confidentiality which are in compliance with all applicable standards, statutes and regulations.

Section 12 - Action at Meeting: At any meeting of the Board of Directors at which a quorum is present, a majority of those present may take any action on behalf of the Board of Directors except to the extent that a larger number is required by law, the Restated Articles of Organization, as amended, or these Amended and Restated Bylaws. Each member of the Board of Directors who is present at any meeting of the Board of Directors shall be entitled to one (1) vote.

Section 13 - Action Without Meeting: Any action by the Board of Directors may be taken without a meeting if a written consent thereto is signed by all of the members of the Board of Directors then in office and filed with the records of the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

ARTICLE VII - Officers

Section 1 - Enumeration: The officers of the Association shall consist of a President, a Vice-President, a Treasurer, and a Secretary/Clerk, a Director of Cheer, a Director of Football, a Director of Fundraising, a Director of Concessions, a Director of Fields, and a Director of Equipment. The officers of the Association may include such other officers as the Board of Directors may determine, including one or more Assistant Treasurers and Assistant Secretaries/Clerks. The officers of the Association shall have voting privileges and shall be members of the Board of Directors. Persons appointed as assistant officers shall not have voting privileges.

Section 2 - Election: The President, Vice-President, Treasurer and Secretary/Clerk shall be elected annually by the Board of Directors at its annual meeting. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

Section 3 - Qualification: The President, Vice-President, Treasurer and Secretary/Clerk shall be members of the Board of Directors. No person may hold more than one office at a time unless, due to vacancies in the Board of Directors. The Clerk shall be a resident of The Commonwealth of Massachusetts, unless the Association has a resident agent appointed for the purpose of service of process.

Section 4 - Term: Officers shall serve the following terms.

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| 1. President (3 Years) | 2. Vice President (3 Years) |
| 2. Treasurer (3 Years) | 4. Secretary/Clerk (3 Years) |
| 3. Director of Cheer (2 Years) | 6. Director of Football (3 Years) |
| 4. Director of Equipment (2 Year) | 8. Director of Fields (2 Years) |
| 5. Director of Fundraising (2 Years) | 10. Director of Concessions (1 Year) |

- . Any officer may resign by delivering his or her written resignation to the Association at its principal office or to the President, Vice-President, Treasurer or Secretary/Clerk and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5 - Removal: The Board of Directors may remove any officer with or without cause, provided that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors.

Section 6 - Vacancies: Any vacancy, however arising, in any office, may be filled for the unexpired portion of the term thereof by the Board of Directors at any duly called meeting.

ARTICLE VIII - Officer Responsibilities

Section 1 - President: It shall be the duty of the President to attend all CMYFCC meetings, and to preside as chairman of the Board of Directors at all meetings of CDYFC. He/she shall also be responsible for the overall administration of the Association and will act as spokesperson concerning any internal/external problems/conflicts.

Section 2 - Vice President: It shall be the duty of the Vice President to assist the President with his/her duties. In the absence or disability of the President, the Vice President shall perform all of the duties of the President. He/she may also be responsible for soliciting donations for the program.

Section 3 - Treasurer: It shall be the duty of the Treasurer to receive and safely keep all funds of the Association and pay out same only on the approval of the President. He/she is also responsible for balancing monthly bank statements, reporting financial status of the Association at each CDYFC meeting and filing annual tax reports for CDYFC. He/she may also be responsible for soliciting donations for the program.

Section 4 - Secretary/Clerk: It shall be the duty of the Secretary/Clerk to keep the minutes of all proceedings and record the same and maintain said minutes, as approved, in a CDYFC Minutes Book. He/she shall read minutes at all CDYFC meetings for approval, notify all officers of their election, and perform other duties as this position may require. He/she may also be responsible for soliciting donations for the program. The secretary shall be a resident of the Commonwealth of Massachusetts.

Section 5 - Football/Cheering Directors: . It shall be the duty of the Football and Cheering Directors to nominate all head coaches for the upcoming season. They are also responsible for overseeing the conduct of all coaches. A coach's clinic should be held, at said clinic, the coach's code of conduct must be presented, acknowledged and signed. The Directors shall also be responsible for coordinating paperwork. In the event of a disciplinary problem with either a coach or participant the director will Conduct

investigation and present findings to President. He/she may also be responsible for soliciting donations for the program.

Section 6 – Director of Equipment: It shall be the duty of the Equipment Managers to maintain a master inventory of all equipment, as well as an individual accounting of all equipment issued to participants and coaches. They are to verify the return of all issued equipment and report any shortages to the Board of Directors immediately. Additionally, Equipment managers are to plan for the delivery and receipt of new and reconditioned equipment. He/she may also be responsible for soliciting donations for the program.

Section 7 – Director of Fundraising: It shall be the duty of the Fundraising Coordinator to manage all aspects of participant based fundraisers. This shall include, but is not limited to, distribution of products, catalogs and sponsor sheets, the collection of funds as determined by the schedule established by the CDYFC Board of Directors. Reporting collection problems to the Treasurer and President. Ensuring a proper accounting of all products and funds and reporting any discrepancies to the Treasurer and President immediately. He/she may also be responsible for soliciting donations for the program.

Section 8 – Director of Concession: It shall be the duty of the Concessions Manager to handle all aspects related to concession stand sales. This includes, but is not limited to, inventory control, staffing (with the assistance of the Head Coaches), opening and closing of the concession stand. All funds are to be collected by the President, Vice President or Treasurer only. He/she may also be responsible for soliciting donations for the program.

Section 9 – Director of Fields: It shall be the duty of the Field Manager to maintain the field and field marking equipment. This will include lining the field and setting up and breaking down field on game days. Insuring the game, practice and spectator areas are free of debris and safe. He/she will coordinate with the town Department of Recreation for getting the grass cut and sprinkler system maintained as needed. He/she may also be responsible for soliciting donations for the program.

ARTICLE IX - Auxiliary Board

The Auxiliary Board of CDYFC shall be comprised of but not limited to the following positions:

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| 1. Assistant Equipment (One Year) | 2. Assistant Fundraising (One Year) |
| 3. Assistant Fields (One Year) | 4. Assistant Football (One Year) |
| 5. Assistant Cheer (One Year) | 6. Assistant Secretary (One Year) |
| 7. Web Design (One Year) | 8. Marketing and Apparel (One Year) |
| 9. Safety Officer (One Year) | |

All Auxiliary Board members are appointed and removed by the Board of Directors. Auxiliary Board members shall not have voting privileges. Additional positions may be created as deemed necessary by the Board of Directors. In addition to duties specifically assigned to them, Auxiliary Board members are to issue reports at CDYFC Board of Directors meetings.

ARTICLE X - Resolution Dispute

Section 1 - Complaints: A complaint or request for actions submitted to the Board of Directors will not be acted upon until the next regularly scheduled monthly meeting. No complaint or request shall be acted upon unless all details are given in writing and signed by those requesting action. The party(s) requesting the action will receive a response within fourteen (14) days of said meeting, with the stipulation that all prior regulations have been met. The only exception to this policy would be in relation to charges of which an immediate Summary Authority must be exercised. In such an event, a member of the Board of Directors must assume full responsibility of the position in which the Summary Authority is being acted upon. A formal hearing is then mandated. If, as a result of said meeting, it is the conclusion of the Board to defer to a civil authority, full cooperation is expected.

Section 2 - Hearing: Written notice of a hearing in front of the Board shall delivered to each party. The notice must include the date, place and time of the meeting and state the purpose of the meeting. It must also advise the parties of their right to be represented at the hearing by a person of their choice. Meetings may be tape recorded. After the meeting, a written statement shall be delivered to each party within fourteen (14) days of the meeting. Said statement must include any penalties imposed. The Board shall consist of the President, Vice President, Treasurer and Secretary/Clerk. The Secretary/Clerk shall record the meeting as indicated. In the event that a hearing is mandated for an act of a member of the Board, notification must be sent to the President of the CMYFCC in which CDYFC maintains membership.

ARTICLE XI - Youth Eligibility

All football players and cheerleaders must meet all requirements set forth by AYF and the CMYFCC to which CDYFC maintains membership in to be eligible to participate.

No football player may participate in another organized football program during the season. For example, football players may not play for Pop Warner and CDYFC during the same season.

ARTICLE XII - Coaches

Section 1 - Coaches'

A. Code of Conduct: All coaches, football and cheerleading, will abide by the following Coaches Code of Conduct as enunciated by AYF, Inc., as amended from time

to time. The Coaches' Code of Conduct shall be attached hereto as an Exhibit and shall be reviewed annually by the Board and amended and/or updated as necessary. If any of these rules are broken, the CMYFCC to which CDYFC maintains membership shall have the authority to impose a penalty, the most severe being the banishment of CDYFC from Youth Football.

- B. Anyone interested in coaching must apply as directed through the registration process as established by the Board of Directors.
- C. All applicants for head coach must be at least 21 years of age, and be nominated by the President and Director of Football and approved by a majority vote of the Board of Directors.
- D. The coaches will be responsible to the Board
- E. Will have at all practices and games
 - Insurance Card
 - Medical Releases
 - Medical Kits
 - Photo ID
- F. Football Coaches are responsible for having two monitors at each game
- G. Football coaches, including assistants must attend clinics given throughout the year
- H. At a minimum, all head coaches will be first aid and CPR certified
- I. Football coaches must attend coach's clinics
- J. Must be present at equipment handout and turn-in
- K. All Head coaches will make sure necessary paperwork is completed and turned in to the Secretary
- L. All head coaches must be familiar with all Central Mass Youth Football, coaches code of conduct, the Association's Code of Ethics, practice rules and safety rules and must abide by them
- M. All head coaches should elect a team parent to coordinate chains and other volunteer needs
- N. Coaches must meet and discuss team status
- O. Must adhere to practice and game format agreed upon by the Board
- P. Coaches must enforce a player's and cheerleader's code of ethics

Section 2 - Assigning of Coaches: It is the duty of the Director of Football/Cheer and the President to review all coaching applications submitted before April 15th each year. All applicants for head coach will be interviewed by the Director of Football/Cheer and the President who shall present their recommendations to the Board for approval. If the vote is a tie both parties will present their reasons to the CDYFC Board for a final vote.

ARTICLE XIII - Amendments

Amendments to these by-laws must be submitted for consideration prior to the June meeting of the CDYFC. For an amendment to be adopted, a two-thirds (2/3) vote of the Board of Directors is mandated. All new/amended changed amendments are effective immediately upon successful passage, unless otherwise designated. Any obvious mistakes in the Amended & Restated Bylaws may be corrected by 2/3 of the Board members present at any time.

ARTICLE XIV - Indemnification of Directors, Officers, and Others

The Association shall indemnify each person now or hereafter elected or appointed a Director, officer, employee or agent of the Association (including each person who serves at its request as a director, officer, employee or agent of any other organization in which the Association has any interest as a stockholder, creditor or otherwise, or who serves at its request in any capacity with respect to any employee benefit plan) against all expense reasonably incurred or paid by him or her in connection with the defense or disposition of any actual or threatened claim, action, suit or proceeding (civil, criminal or other, including appeals) in which he or she may be involved as a party or otherwise by reason of his or her having served in any such capacity, or by reason of any action or omission or alleged action or omission (including those antedating the adoption of these Bylaws) by him or her while serving in any such capacity; except for expense incurred or paid by him or her with respect to (i) any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in the reasonable belief that his or her action was in the best interests of the Association, or (ii) any matter as to which he or she shall agree or be ordered by any court of competent jurisdiction to make payment to the Association, or (iii) which the Association shall be prohibited by law or by order of any court of competent jurisdiction from indemnifying him. Such indemnification shall include payment by the Association of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall eventually be adjudicated to be not entitled to indemnification under these Bylaws.

No matter disposed of by settlement, compromise or the entry of a consent decree, nor a judgment of conviction or the entry of any plea in a criminal proceeding, shall of itself be deemed an adjudication of not having acted in the reasonable belief that the action taken or omitted was in the best interests of the Association. The term expense shall include, without limitation, settlements, attorneys' fees, costs, judgments, fines, penalties, and other liabilities. The right of indemnification herein provided for shall be severable, shall be in addition to any other right which any such person may have or obtain, shall continue as to any such person who

has ceased to be such Director or officer and shall inure to the benefit of the heirs and personal representatives of any such person.

ARTICLE XV - Fundraising

If a team goes on to championship play outside the Central Mass Youth Football and Cheer league and monies are needed, a member of the Board or a designee by the Board will oversee all fundraising activity and coordinate with the Treasurer and coaches of such team.

ARTICLE XVI – Post Season Play

Section 1. The Association will assist in fundraising expenses pertaining to the playoff and championships within the Central Mass Youth Football and Cheer league. Expenses not covered by the Association shall be the sole responsibility of the parents.

Section 2. A list of expenses must be brought to the Board as a cost is determined, but before entering into playoffs and championships.

Section 3. Any unexpected expenses will be paid up front by the participants. The Board can then be petitioned for possible reimbursements of these expenses.

Section 4. The cost and/or fundraising of any championships beyond Central Mass Youth Football and Cheer league will be the responsibility of parents and coaches of that team.

Section 5. A cheer team must finish within the top five in the local competition to move onto the state competition. A cheer team must finish in the top three at the state competition to move to the regional competition. A cheer team must finish in first place to make it to the National competition.

Section 6. The league may contribute up to \$200 to each participant who is selected to the National All Star Team or Elite Cheer Team after each participant has attempted, at the satisfaction of the board, to raise the total money needed to be on the team. The total cost needed to accompany the team will be set by Central Mass Youth Football and Cheer.

ARTICLE XVII - Miscellaneous Provisions

Section 1 - Fiscal Year: Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Association shall end on December 31 in each year.

Section 2 - Seal: If the Board of Directors determines to adopt a seal of the Association, such seal shall, subject to alteration by the Board of Directors, bear its name, the word "Massachusetts," and year of its incorporation.

Section 3 - Execution of Instruments: All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the Association in its behalf shall be signed by the President, Treasurer or Secretary except as the Board of Directors may generally or in particular cases otherwise determine.

Section 4 - Corporate Records: The original, or attested copies, of the Articles of Organization, these Bylaws, and records of all meetings of the Incorporators and Directors, which shall contain the names and the record address of all Directors and officers, shall be kept in Massachusetts at the principal office of the Association or at an office of its Clerk or Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection by any Director or officer for any proper purpose but not to secure a list or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a Director or officer, relative to the affairs of the Association. Except as may be otherwise required by law, by the Articles of Organization or by these Bylaws, the Association shall be entitled to treat the record address of a Director or officer as shown on its books as the address of such person for all purposes, including the giving of any notices; and it shall be the duty of each such person to notify the Association of his or her latest post office address.

Section 5 - Power to Contract with the Association: In the absence of fraud, (a) no contract or other transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation or other organization in which one or more of the Association's Directors or officers are stockholders, directors or officers, or are otherwise interested, and (b) no other contract or transaction by the Association in which one or more of its Directors or officers is otherwise interested, shall be in any way affected or invalidated even though the vote or action of the Directors or officers having such interests (even if adverse) may have been necessary to obligate the Association upon such contract or transaction; provided the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed or shall have been known to at least a majority of the Directors then in office; and no Director or officer having such interest (even if adverse) shall be liable to the Association, or to any creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Director or officer be accountable for gains or profits realized thereon, or be disqualified from serving or continuing to serve as a Director or officer thereof. Any Director or officer in any way interested in any contract or transaction described in the foregoing sentence shall be deemed to have satisfied any requirement for disclosure thereof to the Directors if he or she gives to at least a majority of the Directors not so

interested a general notice that he or she is or may be so interested. Directors shall disclose any conflicts prior to voting or providing opinion.

Notwithstanding the foregoing, the authority granted in this Article XV, Section 5 shall not be exercised if the effect thereof would be to cause the loss of the tax-exempt status of the Association under the Internal Revenue Code of 1986, as amended from time to time, or to subject the Association, its Directors, officers or agents to any penalty or fine under said Code or under any other applicable law as a result of such exercise, it being the purpose of this Article XV, Section 5 to allow only such transactions by the Association as are not prohibited by said Code or said other applicable law.

Section 6 - Evidence of Authority: A certificate by the Clerk/Secretary, or an Assistant Clerk or Secretary, as to any action taken by the Directors or any officer or representative of the Association shall, as to all who rely thereon in good faith, be conclusive evidence of such action.

Section 7 - Ratification: Any action taken on behalf of the Association by a Director or any officer or representative of the Association which requires authorization by the Board of Directors shall be deemed to have been duly authorized if subsequently ratified by the Board of Directors, if action by it was necessary for authorization.

Section 8 - Articles of Organization: All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Association, as amended, and in effect from time to time.

Section 9 - Dissolution: Except as may be otherwise required or permitted by law, the Association may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of The Commonwealth of Massachusetts pursuant to Section 11A of Chapter 180 of the Massachusetts General Laws by the affirmative vote of two-thirds (2/3) of all members of the Board of Directors then in office and entitled to vote; provided, however, that, in the event of any liquidation, dissolution, termination or winding up of the Association (whether voluntary, involuntary or by operation of law), the property or assets of the Association remaining after providing for the payment of its debts and obligations shall be conveyed, transferred, distributed and set over outright to one or more educational, charitable, religious or literary institutions or organizations created and organized for nonprofit purposes similar to those of the Association, contributions to which nonprofit institutions or organizations are deductible under Section 170(c) of the Internal Revenue Code and which qualify as exempt from income tax under Section 501(c)(3) of the Internal Revenue Code as a majority of the total number of the Directors of the Association may by vote designate and in such proportions and in such manner as may be determined in such vote.

Section 10 – Abuse/Molestation Policy

Criminal Background Checks:

All coaches and board members will complete a written application, which will include a question about whether the applicant has ever been convicted of a crime involving physical violence and sexual offenses. The application will also include a consent provision to run a background check.

All coaches and board members will complete any and all paperwork necessary to complete a criminal background check, which will be run with the Massachusetts Criminal Offered Record Information (CORI) Support Services Unit and/or a third party vendor.

Any background check that indicates that a potential member is unfit to work with youth will result in disqualification of such staff member.

Disqualification Criteria:

Grounds on which a coach and/or board members will be disqualified include, but are limited to the following:

1. If they have been found guilty, at any point in time, of a sexual offense, including, but not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.
2. If they have been found guilty, at any point in time, of a felony involving physical violence, including, but not limited to: murder, attempted murder; manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.
3. If they have been found guilty, within the past 10 years, of any felony offense, other than ones involving violence or sex, including, but not limited to: drug offenses, theft, embezzlement, fraud, child endangerment, etc.
4. If they have been found guilty, within the past 7 years, of misdemeanor involving violence or the threat of physical violence, including, but not limited to: simple assault, battery, domestic violence, hit & run, etc.
5. If they have been found guilty, within the past 5 years (or multiple offenses in the past 10 years), of misdemeanor drug and alcohol offenses, including, but not limited to: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.
6. If they have been found guilty, within the past 5 years, of any other misdemeanor that would be considered a potential danger to children or is directly related to the functions of the staff member, including, but not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, theft (if volunteer is handling funds, etc.).

“Guilty” means the applicant was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by the court’s finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This policy does not apply if criminal charges resulted in acquittal, dismissal or in an entry of “nolle prosequi.”

As for the charges described above, should it be determined that there are any pending charges against the coach or board member, and/or should any of the above charges be brought against a coach or board member during the season, he/she shall be suspended from serving until such time as the charges have been cleared or dropped and President has approved reinstatement.

This procedure will be confidential and only the President will have access to these records. Furthermore, the President will decide whether or not the candidate is disqualified based on the findings and the predetermined disqualification guidelines that have been set forth in writing under this Section of the Bylaws.

Warning Signs Of Abuse/Neglect:

“Abuse” means the non-accidental commission of any act upon a child under age 18 which causes, or creates a substantial risk of physical or emotional injury; or an act involving a child that constitutes a sexual offense under the laws of the Commonwealth of Massachusetts; or any sexual conduct involving a child under the care of that individual.

“Neglect” means failure, either deliberately or through negligence or inability, to take those actions necessary to provide a child with minimally adequate food, clothing, shelter, medical care, supervision, emotional stability and growth, or other essential care.

The following warning signs of abuse and or neglect will be communicated to all coaches and board members:

- a. Attitudes/behaviors expressed on the part of an adult that may be associated with inappropriate or abusive behavior (racist, poor sense of athlete development, raging temper, extremely controlling, jealous, hypersensitive, poor sexual boundaries, bullying, intimidating manner, unrealistic or inappropriate training practices and risks, etc.);
- b. Unexplained/unlikely explanation of injuries;
- c. Extreme fear of a league volunteer;
- d. Extreme low self-esteem, self-worth;
- e. A child’s attachment to a coach/staff to the point of isolation from others;
- f. A coach/staff with an interest beyond caring concerns, special interest in a child (time, gifts, attention, obsession, unrealistic expectations);
- g. A child’s desire to drop out without a clear explanation, or without one that makes sense; and
- h. A child that misses a lot of practices or games with suspicious explanations or excuses.

Policies To Protect Against Abuse/Neglect:

The following policies will be communicated to all coaches and board members:

- a. Limit one on one contact between a single unrelated child and adult by use of buddy system where two adults are always present;
- b. Prohibition of overnight sleepovers;
- c. Touch is acceptable only if it is “respectful and appropriate”;
- d. Inappropriate comments of a sexual nature and suggestive jokes are prohibited; and
- e. Take home/pick-up of athletes by league personnel is strongly discouraged because of difficulty in limiting one-on-one contact.

What Is Required In Event Of An Allegation of Child Abuse/Neglect:

All allegations of child abuse and neglect will be reported to the President and local law enforcement authorities, or a child advocate, will be immediately contacted.

Police will handle investigation.

The coach or board member will be immediately suspended or reassigned to alternative duties that don't involve access to youth pending the outcome of the police investigation.

The President will not comment on the allegation or police investigation until it has been concluded.

What is Required In Event of Suspicion of Child Abuse/Neglect:

If a coach or board member has "reasonable cause to believe" that a child is being abused and/or neglected, that abuse/neglect will be reported to the President of the league, local law enforcement authorities or a child advocate.

"Reasonable Cause to Believe" means to have knowledge of facts which, although not amounting to direct knowledge, would cause a reasonable person, knowing the same facts, to reasonably conclude the same thing.

Any report of abuse or neglect should be made in good faith, and no coach or board member should knowingly or willfully file a false or frivolous report.

Section 11 – Refund Policy: All refund requests must be submitted, in writing, no later than June 1st of the current season. After June 1st, the board will vote during a monthly meeting whether or not to grant the refund based on the circumstances surrounding the request for the refund.

Section 12 – All Star Selection Process:

All-Star Selection Process

- Head coaches will be notified by the Director of Football when their all-star selection sheets need to be turned in.
- Head coaches will create and hand each coach and each player an all-star selection roster sheet.
- The Head coach will label each player as a LINEMAN or SKILL position player and group them together on the all-star selection sheet.
- Each coach and player on the roster shall submit their all-star nominees to the head coach.

- Each coach and player will select 3 nominees for LINEMAN category and 3 for SKILL category. The nominees should be submitted in order of preference. 1 being their first choice, 2 being their second choice, and 3 being their third choice.
- Point values will be assigned to each nominee based on their order as submitted on the all-star selection sheet.
- 3 points will be given for a #1, 2 points will be given for a #2 and 1 point will be given for a #3.
- The head coach will turn in all of the all-star selection sheets to the Director of Football.
- The Director of Football will tally the points from each of the coaches' all-star selection sheets.
- The Director of Football will tally the points from each of the player' selection sheets. The tally from the players' selection sheets will count as one coach vote.
- The results from the coaches' selection sheets and the players' selections sheets will be added together.

For 4th Grade through 6th Grade:

- The player with the highest point total in the LINEMAN category and the SKILL category will be submitted as all-stars.
- Should we need to submit one alternate all-star, the player with the 3rd most points, overall, will be designated as that team's alternate all-star.
- Should we be asked for 2 alternate all-stars, the player with the 2nd highest point total in the LINEMAN category and the player with the 2nd highest point total in the SKILL category will be submitted as alternates.
- Should a nominee or nominees not be able to commit to the all-star game, the player with the next highest point total will take his/her place.

For 7th and 8th Grade – National All Star and Local All Star Teams

- The two players with the highest point total in the LINEMAN category and the two players with the highest point total in the SKILL category will be submitted as all-stars.
- The player with the next highest point total overall in either category after the top two from each category are selected will be the 5th all-star.
- Potential nominees must commit to the Central Massachusetts National All Star team tryout process, as outlined by Central Mass Youth Football Conference each year. If they cannot commit to the Central Mass National All Star team, or do not make the Central

Mass All Star team, they must commit to compete in the local All Star team, as outlined by the Central Mass Youth Football Conference each year

- Should a nominee or nominees not be able to commit to the all-star game, the player with the next highest point total will take his/her place.

The Director of Football will notify the head coach of each team who the all-star selections are for his/her team.

The following characteristics and factors are to be used by coaches and players during the all-star selection process:

- Skill-level and ability to compete
- Attitude, hustle, team spirit, team leadership
- Overall character, integrity, and sportsmanship
- Practice attendance

Before the all-star nominees are submitted to Central Mass, the parents of each player should commit to the All Star process. They should be made aware of the demand of practices, games, etc. and be able to get their player to them. If they decline, the alternate is bumped up to the nominees spot and a new alternate is chosen, based on the next highest number of votes for their category.

If Central Mass changes the All Star team process at any level, the Director of Football will come to the Board of Directors with a selection method to align with the Central Mass process.

EXHIBIT A

Coaches' Code of Conduct: All coaches, football and cheerleading, will abide by the following Coaches Code of Conduct as enunciated by AYF, Inc., as amended from time to time. If any of these rules are broken, the CMYFCC to which CDYFC maintains membership shall have the authority to impose a penalty, the most severe being the banishment of CDYFC from Youth Football.

- (a) Not smoke and/or use smokeless tobacco on the field.
- (b) Not criticize players/cheerleaders in front of spectators, but reserve constructive criticism for later, in private, or in the presence of team/squad members if others might benefit.
- (c) Accept decisions of the game officials and judges on the field and in competitions as being fair and called to the best ability of said officials.

- (d) Not criticize an opposing team, its players, coaches, cheerleaders, or fans by word of mouth or by gesture.
- (e) Emphasize that good athletes strive to be good students and that both are physically and mentally alert.
- (f) Strive to make every football/cheerleading activity serve as a training ground for life, and a basis for good mental and physical health.
- (g) Emphasize that winning is the result of good "teamwork".
- (h) Not engage in excessive sideline coaching and shall not leave the bench area to shout instructions from the sidelines.
- (i) Together with team officials, be jointly responsible for the conduct and control of team fans and spectators. Any fan who becomes a nuisance and out of control will be asked to leave.
- (j) Not use any abusive and profane language at any time.
- (k) Not "pile it on" (not encourage their team to get a commanding lead and raise the score as high as it can). In these instances, every effort shall be made to let all players play.
- (l) Not receive any payment in cash or kind for services as a coach in Youth Football and Cheerleading.
- (m) Not permit an ineligible player to participate in a game.
- (n) Not deliberately incite unsportsmanlike conduct.
- (o) Abstain from the possession and drinking of alcoholic beverages and the possession or use of any illegal substance on both the game and practice fields.
- (p) Remove from a game or practice any participant when even slightly in doubt about his/her health, whether or not as a result of injury, until competent medical advice is available.
- (q) Control the fans. Remember, as a team coach, you're responsible for your team, and fan reaction will usually be in step with your reaction.
- (r) Uphold all rules and regulations, National and local, regarding Youth Football.