

## BYLAWS OF ALEDO YOUTH FOOTBALL AND CHEER ASSOCIATION

These amended Bylaws (hereinafter “Bylaws”) of the Aledo Youth Football and Cheer Association (“AYFCA”) are approved as of July 16, 2025 and executed as of July 24, 2025 (the “Effective Date”) by the persons who sign and are identified as “Directors” in this Agreement.

### ARTICLE I ORGANIZATION

1.01 **Formation.** AYFCA has been organized as a Nonprofit Entity by filing a Certificate of Formation with the Secretary of State of Texas, which may be amended or restated from time to time.

1.02 **Name.** The name of the Nonprofit Entity is “Aledo Youth Football and Cheer Association” and all non-profit actions must be conducted in that name or such other acronyms that comply with applicable law as the Board of Directors.

1.03 **Registered Office and Registered Agent.** The registered office of the Nonprofit Entity required by the TBOC to be maintained in the State of Texas shall be Aledo Post Office, P.O. Box 866, Aledo, Texas 76008 or any other such other office (which need not be a place of business of AYFCA) as the Board of Directors may designate from time to time in the manner provided by law. The registered agent of the Nonprofit Entity in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other person or persons as the Board of Directors may designate from time to time in the manner provided by law.

1.04 **Principal Office and Other Offices.** The principal office of the Nonprofit Entity in the United States shall be maintained in the State of Texas at Aledo Post Office, P.O. Box 866, Aledo, Texas 76008 or any other such place as the Board of Directors may designate from time to time, which need not be in the State of Texas. The Nonprofit Entity may have other offices as the Directors may designate from time to time.

1.05 **Purposes.** The primary purpose of AYFCA is to maintain a nonprofit youth athletic association for the betterment of the youth of the Aledo township and/or Aledo Independent School District for the purpose of competition within the North Central Texas Pee Wee Football League (hereinafter referred to as “NCT”), or any other such youth football association as the Directors may agree by majority vote. The goals of AYFCA are to allow every child the opportunity to play competitive football and cheerleading; to teach fundamental football skills; to develop good sportsmanship and character within each player; to create an atmosphere of teamwork, dedication, and a healthy, competitive spirit among the players; to encourage athletic participation in future years; and to have fun while learning. AYFCA’s stated philosophy is: “The child’s learning experience first, the outcome of the game second.”

1.06 **Powers.** The Nonprofit Entity shall have all powers necessary, suitable and convenient for the accomplishment of the purposes of the Nonprofit Entity, including without limitation (a) to make and perform all contracts; (b) to engage in all activities and transactions; and (c) to have all powers available to a Nonprofit Entity under (i) the Texas Business

Organizations Code (“TBOC”), (ii) any other laws in the State of Texas.

1.07 **Term.** The Nonprofit Entity will commence as provided in the Certificate of Formation for the Nonprofit Entity filed with the Secretary of the State of Texas and will continue until the Nonprofit Entity terminates under the terms of these Bylaws, which may be amended from time to time.

## **ARTICLE II BOARD OF DIRECTORS**

2.01 **Board of Directors.** To the extent not limited or prohibited by law, the Certificate of Formation, or these Bylaws, the powers of AYFCA shall be exercised by or under the authority of, and the business and affairs of the AYFCA shall be managed by, the Board of Directors. Criteria to serve on the Board of Directors are as follows: (1) Directors must be residents of the township of Aledo or within the boundaries of the Aledo Independent School District; (2) must be twenty-one (21) years of age or older; (3) shall not have been removed from a leadership role in any youth organization, regardless of location; and (4) shall not have been convicted of a felony and/or any crime of moral turpitude; and (5) shall possess integrity and moral character acceptable to the then-serving Directors. It is a prerequisite that each elected Director believes, without reservation, in the purposes of AYFCA and places the needs of the whole association above their own self-interest.

2.02 **Number and Election of Directors.** The number of Directors shall be, at minimum, fourteen (14) elected Directors. This number may be increased or decreased from time to time by amendment of these Bylaws or via an adopted resolution by a majority of Directors, provided that the number of then sitting Directors may never be reduced to fewer than three (3). A reduction in Directors shall not shorten any term of any incumbent Director. Directors shall be elected at the first annual meeting of the Board of Directors by formal vote. A two-thirds vote of the then existing Directors is required to elect a new Director, regardless of whether said vacancy is created by the expiration of a term or resignation. Each Director shall hold a seat on the Board for a three-year term, until his or her successor is duly elected and qualified under these Bylaws. There shall not be a limit on the number of terms a Director may serve.

2.03 **Removal.** A Director may be removed from the Board of Directors, with or without cause, by the Board of Directors via the same vote required to elect a Director under Section 2.02. Grounds for removal may include, but are not limited to: (1) missing two or more consecutive Board meetings; (2) missing three meetings in a calendar year; (3) physical incapacity or inability to serve, based on evidence presented to the Board of Directors and determined by a majority of the Board; (4) engaging in conduct that contradicts AYFCA’s purpose in Section 1.05 or the best interests of AYFCA; (5) misrepresentation of AYFCA or its policies to third parties; or (6) failure to fulfill responsibilities or compliance with AYFCA’s Bylaws, rules, or regulations. Any Director may initiate a Special Meeting for the purpose of calling a removal vote as detailed in Section 4.01.

**2.04 Resignation.** A Director may resign at any time by providing written notice to AYFCA. The resignation shall take effect upon receipt unless a later effective date is specified. At the time of resignation, the resigning Director shall return all property, including but not limited to, materials and information received during the time of the resigning Director's service to the AYFCA. Resignation shall be transmitted to Secretary via written or electronic means. Said resignation shall include the date on which the resignation is to be effective and include the assets or information held by the resigning Director to be returned to the Board of Directors at the date of resignation.

**2.05 Vacancies.** Any vacancy on the Board of Directors shall be filled by a two-thirds vote of the remaining elected Directors. A Director elected to fill a vacancy shall serve for the remainder of the unexpired term. Any increase in the number of Directors shall be filled by election at an annual or special meeting of the Board.

**2.06 Reimbursement.** The Directors are not required to advance any funds to pay the costs and expenses of the Nonprofit Entity. However, in the event the Directors advance such funds, the Directors shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder, including the portion of their overhead reasonably allocable to Nonprofit Entity activities.

### **ARTICLE III OFFICERS**

**3.01 Number of Officers.** AYFCA shall elect officers to serve the association. AYFCA's officer shall include, at minimum, the following: (i) a President, (ii) Vice-President, (iii) Secretary and Rules Coordinator, (iv) Treasurer, and (v) Cheerleading Coordinator. Additional Officers and/or positions may be created and filled by the Board of Directors as needed. These offices may include, but are not limited to: (i) NCT Town Representatives, (ii) Concessions & Facilities Coordinator, (iii) Assistant Concession & Facilities Coordinator, (iv) Equipment Coordinator, (v) Assistant Cheerleading Coordinator, (vi) Fundraising & Promotions Coordinator, (vii) Administrative Coordinator, and (viii) Age Division Commissioners. With the exception of the offices of President and Secretary, any two or more officer roles may be held by the same person, or a multiple persons may hold the same office for efficiency purposes.

**3.02 Election and Term of Office.** Officers shall be elected or appointed annually by the Board of Directors at the annual meeting for a term of three (3) years. Officers may be reelected for additional terms by majority vote of the Board of Directors.

**3.03 Removal of Officers; Vacancies.** An Officer may be removed by a two-thirds vote of the Board of Directors if, in their judgment, the best interests of AYFCA shall be served by the officer's removal. Vacancies caused by resignation, removal, or otherwise shall be filled by a vote of the Board of Directors for the remainder of the unexpired term.

**3.04 Powers and Duties of Officers.** Each Officer shall have, in addition to the specific duties outlined herein, the authority and responsibilities typically associated with their

office and as the Board may assign. Officers must act under the direction of the Board and may be bonded at the discretion of the President. Officers may rely in good faith on information, reports, or statements provided by other Officers, Directors, professional advisors, or employees unless they have knowledge rendering such reliance unwarranted.

- (a) *President*: The President shall serve as the chief executive of the Board of Directors, preside over meetings, oversee all Association matters, form committees and appoint members, present an end-of-season report, and preside over nominations and elections.
- (b) *Vice-President*: The Vice-President shall perform the President's duties in their absence or inability to serve and assist in other duties as prescribed by the Board. The Vice-President may assume the duties of any Officer temporarily unable to serve.
- (c) *Secretary & Rules Coordinator*: The Secretary & Rules Coordinator shall keep minutes of Board meetings, maintain required documentation, distribute meeting notices, and provide team coaches with necessary information (e.g., schedules, rosters, rules, permissions). This Officer is also responsible for ensuring compliance with AYFCA and NCT rules and overseeing insurance coverage.
- (d) *Treasurer*: The Treasurer shall manage all financial transactions, coordinate fundraising efforts, maintain receipts, track revenues and expenses, and prepare financial reports for each Board meeting. The Treasurer is responsible for safeguarding all funds and issuing payments only with Board authorization.
- (e) *NCT Town Representative*: The NCT Town Representative shall attend all NCT meetings and report back to the Board regarding decisions, obligations, or updates affecting AYFCA.
- (f) *Cheerleading Director(s)*: The Cheer Director shall oversee all cheer program operations, including uniforms, team formation, coach selection. The Cheer Director supports elected coaches and may serve jointly with another Director (as Cheer Co-Directors).
- (g) *Assistant Cheerleading Director(s)*: Assists the Cheerleading Director. May also serve jointly with others as Assistant Cheer Co-Directors.
- (h) *Equipment Coordinator*: Responsible for managing all football equipment inventory, storage, repairs, and purchases. Only the Equipment Coordinator may authorize equipment purchases. They must also track budget compliance and report to the Board.

- (i) Assistant Equipment Coordinator: Assists the Equipment Coordinator in all tasks.
- (j) Fundraising & Promotions Coordinator: Oversees all fundraising and promotional efforts to support AYFCA's programs.
- (k) Administrative Coordinator: Handles the registration process, collects fees and required documents, maintains participant records, and communicates AYFCA event information. This may be a non-voting Board position and may include compensation.

## **ARTICLE IV MEETING OF DIRECTORS**

### **4.01 Meetings.**

(a) The Board shall hold an annual meeting to elect Officers and transact other business in the first quarter of each calendar year, at a time and place agreed by the then elected Directors. The time and place of the annual meeting may be changed by resolution. If an annual meeting is not called within sixty (60) days after demand by any Director, that Director may compel the meeting through legal action.

(b) All regular, monthly meetings of the Directors shall be held at the principal place of business of the Nonprofit Entity or at such other place within or outside the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof circulated to the Board of Directors.

(c) Special meetings of the Directors for any proper purpose or purposes may be called at any time by the Directors. Only business within the purpose or purposes described in the notice (or waiver thereof), which shall include the place and time of said special meeting, required by these Bylaws may be conducted at a special meeting of the Directors. The appointed Secretary shall call a special meeting upon request by the President or any Director.

(f) Special meeting notice shall be delivered at least two (2) days in advance to the entire Board of Directors via email or other approved electronic messaging. A Director's attendance constitutes waiver of notice unless the Director objects to the legality of the special meeting.

**4.02 Conduct of Meetings.** All meetings of the Directors shall be presided over by the chairman of the meeting, who shall be a Manager (or representative thereof) designated by a majority of the Directors. The chairman of any meeting of Directors shall determine the order of business and the procedure at the meeting, including the regulation of the manner of voting and

the conduct of discussion.

#### **4.03 Action by Written Consent Without Meeting.**

(a) Any action required or permitted to be taken at any annual or special meeting of Directors may be taken without a meeting, without prior or subsequent notice, and without a vote.

(b) Every written consent shall bear the date of signature of each Director who signs the consent, and the consent may be in one or more counterparts. An electronic transmission by or on behalf of a Director consenting to an action to be taken and transmitted by or on behalf of a Director is considered written, signed, and dated for the purposes of this section if the transmission sets forth or is delivered with information from which the Nonprofit Entity can determine that the transmission was transmitted by or on behalf of the Director and the date on which the electronic transmission was transmitted by or on behalf of the Director.

**4.04 Action by Telephone Conference or Other Remote Communications Technology.** Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Or, another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. Participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**4.05 Quorum and Voting.** A majority of the number of Directors established by these Bylaws shall constitute a quorum. Directors must be present in person or on an active call in accordance with Section 5.06 to vote. Proxy voting shall not be allowed. A majority vote of those present at a meeting with quorum shall govern unless a greater vote is required. In the case of a tie, the President shall cast the deciding vote. Directors with a direct or indirect conflict of interest may not vote on affected matters unless waived by the Board (excluding the conflicted Director).

### **ARTICLE V RULES**

**5.01 Adoption of NCT Bylaws and Rules.** Aledo Youth Football and Cheer Association is a non-profit, youth athletic association formed for the betterment of the youth of the Aledo township and/or Aledo Independent School District for the purpose of competition within the North Central Texas Pee Wee Football League (NCT), and thereby adopts the existing purpose, bylaws, and rules of NCT unless otherwise stated or contradicted herein. Any matter not specifically addressed in these Bylaws shall be governed by NCT's Bylaws and Rules, including but not limited to: league structure, divisions, schedules and game sites, playoff

hosting rotation, player eligibility, equipment, uniform colors, team size, coaching rules, sportsmanship, player certification and weigh-in, game regulations, and penalties for violations.

**5.02 Coach Selection and Accountability.** The Board of Directors shall have the sole, absolute, discretion and approval of all coaches, whether for a head or assistant coach position, for each football season. The Board of Directors shall have, and reserve, the right to determine whether an individual may serve as a head coach or assistant coach at any point during each football season. This includes, but is not limited to, prior to the beginning of the first scheduled practice of the season for each team governed by AYFCA. Each head coach, as a representative of AYFCA is accountable for his own and each assistant coach's actions towards players, parents, referees, and league officials (including Directors and Officers). All coach candidates shall agree to Exhibit "B," attached hereto to be considered as a head or assistant coach prior to selection by the Board of Directors. In the event a head or assistant coach candidate is determined to be unsuitable by a vote of the Board or Directors, or unwilling to agree to be bound by the rules of conduct set by the Directors, the Board shall have the right to dismiss said candidacy entirely. "Unsuitable" in this Section shall be defined as lacking the ability or moral qualities to: (1) teach fundamental football skills to AYFCA players; (2) to develop good sportsmanship and character within each AYFCA players; (3) to create an atmosphere of teamwork, dedication, and a healthy, competitive spirit among the AYFCA players; and (4) to encourage athletic participation in future years.

**5.03 Protect System and Draft Guidelines.** The Board of Directors has established a Protect System and guidelines for team drafts, as set forth in Appendix "A," which is incorporated herein. No participant who has not previously played football with AYFCA may be protected by any coach.

**5.04 Modification or Amendment of League Rules.** The Board of Directors may adopt, change, amend, or delete league rules by vote, as deemed necessary to carry out the Association's mission or to comply with NCT guidelines. League rules may not be amended after the official start of tryouts unless required by NCT or under extraordinary circumstances, as determined by the Board, where the failure to act would result in significant harm to the league or its teams. Players, coaches, parents, and members may rely on the existing rules unless and until they are formally changed in writing.

**5.05 Interpretation and Discipline.** The Board of Directors reserves the right to interpret these Bylaws and rules and to take disciplinary action against any player, parent or guardian, coach, or member for violations. Disciplinary measures may include, but are not limited to, a warning, suspension, or permanent expulsion from AYFCA and its teams. All decisions of the Board on disciplinary matters shall be final and shall be communicated to the affected party in writing. Persons subject to such discipline shall have the right to appeal a decision of the Board in writing within seven (7) days of discipline being issued to P.O. Box 866, Aledo, Texas 76008. Further, said Persons may request a hearing on a timely filed appeal of which the Board has the discretion to granted based on each specific circumstance.

**5.06 Rules of Conduct.** All coaches, assistant coaches, players, and parents/guardians are required to adhere to the Rules of Conduct attached as Appendix "B." Any violation may

result in disciplinary action as determined by the Board of Directors.

**5.07 Minimum Play Rule.** AYFCA requires that each player shall participate in at least eight (8) plays per game, including special teams, during regular season games in which they are suited to play—it is required that four (4) of the eight (8) total plays must occur in the first half of each game in which the Player is suited to play. During the playoffs, each suited player shall participate in at least two (2) plays per half for a total of four (4) plays per player per playoff game. The only exception to the AYFCA minimum play rule shall be for teams that have 25 players or more. In this case, the minim play rule may revert back to the NCT minimum play rule.

**5.08 Heat Index Rule.** AYFCA adopts NCT’s Heat Index and Wet Bulb Globe Temperature (WBGT) Policy for in-season practices in the attached Appendix “C.” If the heat index is 103°F or higher at practice start, teams shall practice in “helmets only” and provide water breaks every 15 minutes. If the index reaches 104°F or higher, practice must be suspended until safe conditions return. All teams shall use the WeatherBug app to determine heat index at the Trinity Christian School in Willow Park. WBGT readings will be monitored by the AYFCA President or Board and communicated to coaches. Coaches are not responsible for making independent heat-related decisions.

**5.09 Player Residency Eligibility.** All AYFCA participants (i.e. players and cheerleaders) shall live within the boundaries of Aledo Independent School District, or attend AISD schools. Board approval is required if a prospective participant does not meet this criteria in extenuating circumstances only. It shall be presumptive proof of valid eligibility if a participant’s parent produces documentation acceptable to the Board, such as a homestead exemption that been placed on a residence owned by the participant’s legal guardian, or utility statements for that location, and said residence is within the Aledo Independent School District.

**5.10 Player Safety and Required Equipment.** For tackle teams, each head coach and at least two other badged coaches shall complete NFHS concussion training, and two must be CPR certified. For flag teams, the head coach must complete both. Certifications are due to the Board one week before practice begins. Failure to complete the required certifications and provide proof thereof to the Board by the due date will result in (suspension until the required certifications are provided). Certifications shall be sent to the Board of Directors as directed.

Required tackle equipment includes helmet, shoulder pads, thigh pads, knee pads, and mouthguard. Required flag equipment includes a soft-shell helmet and mouthguard.

## **ARTICLE VI CONFIDENTIAL INFORMATION**

**6.01 Confidential Information.** The Directors acknowledge that, from time to time, they may receive information from or regarding the Nonprofit Entity in the nature of confidential information, the release of which may be damaging to the Nonprofit Entity or persons with



which it conducts activities with from outside AYFCA. Each Director shall hold in strict confidence any information it receives regarding the Nonprofit Entity that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Director or Officer, except for disclosures compelled by law (but the disclosing Director or Officer must notify the Board of Directors promptly of any request for that information, before disclosing it, if practicable).

**6.02 Injunctive Relief.** The Directors acknowledge that breach of the provisions of Section 6.01 of these Bylaws may cause irreparable injury to the Nonprofit Entity for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Directors agree that the provisions of Section 6.01 of these Bylaws may be enforced by injunctive relief, of which the disclosing Director shall agree not to contest, including via legal action.

## **ARTICLE VII INDEMNIFICATION**

**7.01 Right to Indemnification.** Subject to the limitations and conditions as provided in this Article, each person who was or is made a party or is threatened to be made a party to or is involved in any Proceeding, or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or Officer of the Nonprofit Entity or while a Director or Officer, of the Nonprofit Entity is or was serving at the request of the Nonprofit Entity as a director, officer, or agent, of the Nonprofit Entity, shall be indemnified by the Nonprofit Entity to the fullest extent permitted by the TBOC, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Nonprofit Entity to provide broader indemnification rights than said law permitted the Nonprofit Entity to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorney's fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendments, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceeding arising prior to any such amendment, modification or repeal. Indemnification is only available for those nondelegable duties which are required of a Nonprofit Entity Director or Officer. Indemnification is not available for certain alleged crimes or negligence performed or allegedly performed while allegedly acting within the course and scope of Director or Officer responsibilities. These certain alleged crimes and negligence include, but are not limited to, allegations involving harassment, child endangerment, or assault, also include crimes against the Nonprofit Entity, such as (but not limited to) embezzlement. Requests for indemnification must be approved by the Board of Directors by two thirds vote and shall be approved, so long as the request satisfies the requirements established herein. Requests shall be in writing and shall be provided to the Board of Directors within seven (7) days of an alleged incident in which indemnification is request. A vote on the request can be requested and, if requested, shall be completed within fourteen (14) days of the Board's receipt of the request.

**7.02 Advance Payment.** The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Nonprofit Entity the reasonable expenses incurred by a person of the type entitled to be indemnified under paragraph 7.01 of these Bylaws who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Nonprofit Entity of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

**7.03 Indemnification of Officers, Employees and Agents.** The Nonprofit Entity, by adoption of a resolution of the Directors, may indemnify and advance or reimburse expenses to an officer, employee or agent of the Nonprofit Entity to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors under this Article; and, the Nonprofit Entity may indemnify and advance or reimburse expenses to persons who are not or were not Directors, officers, employees, or agents of the Nonprofit Entity but who are or were serving at the request of the Nonprofit Entity as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar Nonprofit Entity, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article.

**7.04 Nonexclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or Officer or other person indemnified pursuant to paragraph 6.03 of these Bylaws may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or this Bylaw Agreement, vote of disinterested Directors or otherwise.

**7.05 Insurance.** AYFCA may purchase and maintain insurance, at its expense, to protect itself and any person who is a Director, Officer, employee or agent of the Nonprofit Entity or is or was serving at the request of the Nonprofit Entity as a director, officer, agent or similar functionary. AYFCA is not required to maintain insurance, so long as the laws of the State of Texas and the laws of the United States do not require as such.

## **ARTICLE VIII BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

**8.01 Maintenance of Books and Records.** The Nonprofit Entity shall keep books and records of accounts and shall keep minutes of the proceedings of its Directors, its Directors and each committee of the Directors. The books of account for the Nonprofit Entity shall be

maintained in accordance with these Bylaws. The calendar year shall be the accounting year of the Nonprofit Entity.

8.02 **Accounts.** The Directors shall establish and maintain one or more separate bank for Nonprofit Entity funds in the Nonprofit Entity name with financial institutions and firms that the Directors determine. The Directors may not commingle the Nonprofit Entity's funds with the funds of any other entity or person.

## **ARTICLE IX GENERAL PROVISIONS**

9.01 **Construction.** Whenever the context requires, the gender of all words used in these Bylaws includes the masculine, feminine, and neutral. In the event there is only one Director, then references to Directors in the plural should be construed as singular.

9.02 **Entire Agreement; Supersedes Other Bylaws.** These Bylaws include the entire agreement of the Directors relating to the Nonprofit Entity and supersedes all prior bylaws or agreements with respect to the Nonprofit Entity, whether oral or written.

9.03 **Conflicts of Interest.** All Directors and Officers shall disclose any actual or potential conflicts of interest. Any person with a conflict shall abstain from voting or decision-making on affected matters, unless the Board (excluding the conflicted member) votes to waive the restriction under circumstances it deems justified.

9.04 **Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the Nonprofit Entity is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that person with respect to the Nonprofit Entity. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the Nonprofit Entity, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute-of-limitations period has run.

9.05 **Binding Effect.** These Bylaws are binding on and inure to the benefit of the Directors and their respective heirs, legal representatives, successors, and assigns.

9.06 **Governing Law and Venue.** THESE BYLAWS ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THESE BYLAWS TO THE LAW OF ANOTHER JURISDICTION. Any legal proceeding to construe the terms of these Bylaws shall be brought in Parker County, Texas District Court. Each Director or Officer agrees to venue as provided hereinabove.

**9.07 Severability.** If any provision of these Bylaws or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of these Bylaws and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

**9.08 Amendment of Bylaws.** The Board of Directors may amend, repeal, or adopt new Bylaws at any time, unless the Certificate of Formation or the Texas Business Organizations Code limits such power. Amendments shall be adopted by a two-thirds majority vote of the Board of Directors at a properly noticed meeting.

**9.09 Transparency and Public Access.** The Board of Directors of AFYCA shall comply with applicable transparency laws and ethical standards, including maintaining accessible records and financial data and making governing documents available upon request after determining that it has a legal obligation to disclose said records or data, and it is in the best interest of AFYCA to do so. The Board of Directors reserve the right to seek a protective order from a court exercising jurisdiction in a proceeding which involves AFYCA.

**9.10 Counterparts.** These Bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

**9.11 Whistleblower Protection.** AFYCA shall not retaliate against any Director, Officer, agent, volunteer, or participant who reports a violation of law, policy, or financial misconduct. The Board shall ensure an appropriate, confidential process for handling such reports.

**IN WITNESS HEREOF**, the Directors have adopted these Nonprofit Entity Bylaws and the Directors have executed same, as of the Effective Date.

**DIRECTORS:**

Signed by:



F92D184DD188433...  
Ryan Atkins

Date signed: 7/24/2025

Signed by:



67C33151A9F6470...  
Jesse Malone

Date signed: 7/24/2025

Signed by:



0DBC645588EF457...  
Adam Hooton

Date signed: 7/24/2025

Signed by:



5EB968B6414B435...

Bridger Clader

Date signed: 7/24/2025

Signed by:



A3F5935D60FD480...

Chase Raetz

Date signed: 7/24/2025

Signed by:



D62E39E7D30B400...

Christa Loos

Date signed: 7/24/2025

Signed by:



A91B5E7993E0465...

Clint Davis

Date signed: 7/24/2025

Signed by:



A9A95947CA8B479...

Dustin Van Wilkes

Date signed: 7/24/2025

Signed by:



1FE21116327D42C...

Jacob Chavez

Date signed: 7/24/2025

Signed by:



0AEFEF56541F478...

Jared Darensbourg

Date signed: 7/24/2025

Signed by:



93CD8D7072B447A...

Jason Key

Date signed: 7/24/2025

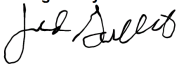
Signed by:



AD04B1F87F294D2...

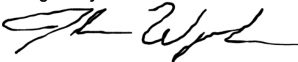
Jason Kirk

Date signed: 7/25/2025

Signed by:  


8030B37F924949A...  
Jerad Gabbert

Date signed: 7/24/2025

Signed by:  


A1B8B6B13C76425...  
Joshua Wyche

Date signed: 7/24/2025

Signed by:  

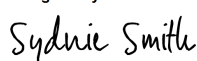

2E8701C4357B40B...  
Mitchel Hansen

Date signed: 7/25/2025

Signed by:  


EB8419E5BF47401...  
Spencer Perry

Date signed: 7/24/2025

Signed by:  


A7A6ADB38E704F8...  
Sydnie Smith

Date signed: 7/24/2025

Signed by:  


41CC87E33B0941F...  
Chris Sutton

Date signed: 7/24/2025

Signed by:  


F3E14C0EB4E0415...  
Zach Barnett

Date signed: 7/24/2025

**EXHIBIT A**  
**PROTECT SYSTEM AND DRAFT GUIDELINES**  
**Effective 5/19/25**

**Number of Allowable Protects**

- Flag: 2, including head coach's child(ren); eligibility/ineligibility rules do not apply.
- Tackle: 2–3 teams in division: 5 plus head coach's child
- Tackle: 4 teams in division: 4 plus head coach's child
- Tackle: 5 teams in division: 3 plus head coach's child
- Tackle: 6+ teams in division: 2 plus head coach's child

**Eligible to Be Protected (Tackle Only)**

- Returning AYFCA football players who completed the previous season (exception to be made for children who could not complete the previous season due to illness or injury).
- Returning AYFCA players who did not play for another tackle football league after leaving AYFCA.

**Ineligible to Be Protected (Tackle Only)**

- Players who left AYFCA and played for another tackle football league.
- New, first-year AYFCA players.

**Miscellaneous Notes**

- A parent of a protected player is not required to be an assistant coach or sideline volunteer.
- Once a protect form is submitted, it cannot be changed until draft day.
- Only the head coach and one assistant are allowed in the draft room.
- Board members with a child in the same grade level must leave the draft room unless they are the head coach or designated assistant.

**Draft Rules**

- Drafts will be monitored by the AYFCA Commissioner for each grade level.
- Protect lists are due by the Thursday before the draft.
- All head coach children are automatically protected. Siblings of protected players are also protected.
- Disrequests may be shared with coaches but are not guaranteed to be honored.
- Draft order is determined by a game of chance. With more than two teams, a snake format is used (e.g., 1, 2, 3, 3, 2, 1).

- If protect numbers are unequal, coaches with fewer protected players receive early picks to balance team sizes.
  - If a coach drafts a player with a sibling, the sibling is assigned automatically as the coach's next pick.
  - New players registering after the draft are placed by Board discretion and draft order. Returning players may not register late.
  - All teams are finalized on draft day. Coaches and commissioners must sign the official NCT/AYFCA draft form.
-



**EXHIBIT B**  
**RULES OF CONDUCT**  
**Effective 5/19/25**

**Coaches Code of Conduct**

- Prioritize player development over winning.
- Serve as a positive role model and follow the rules of the game.
- Never coach with the intent to injure or allow hostile behavior.
- Show respect to referees and emphasize self-control amongst all members of coaching staff, players, and parents.
- Be accountable for the behavior of players and their players' spectators.
- Avoid challenging referees in a confrontational manner.

Violations may result in removal or suspension.

**Parent and Spectator Code of Conduct**

- Support all participants, coaches, and officials.
- Encourage balance between sports, education, and personal development.
- Completely refrain from verbal abuse and foul language.
- Avoid coaching from the sidelines.
- Respect coaches' authority and maintain proper spectator boundaries.
- Violations may result in removal from games and possible suspension pending Board review.

**Player Code of Conduct**

- Demonstrate good sportsmanship and respect towards all.
- Attend all practices and games, unless excused.
- Avoid profanity, taunting, or intentional harm.
- Follow team rules and strive to improve through effort and participation.
- Failure to comply may result in disciplinary action, including suspension or removal.

## **EXHIBIT C**

### **HEAT INDEX GUIDELINES**

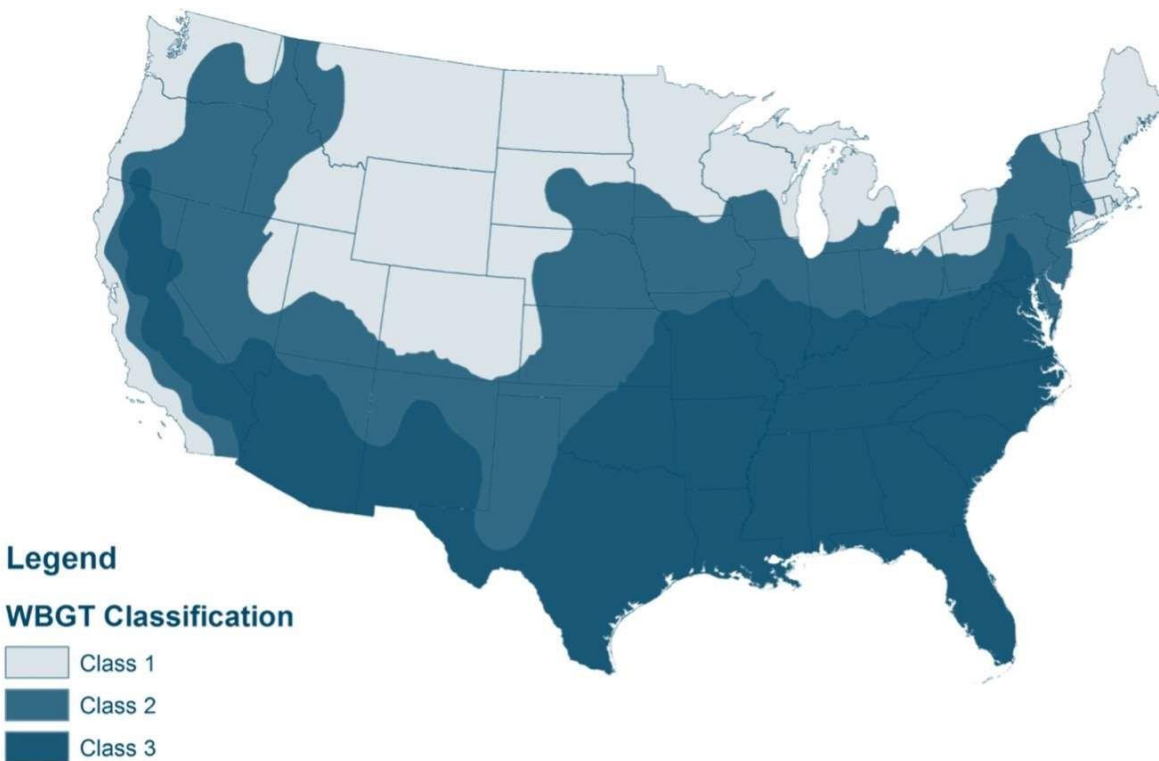
#### **Effective 5/19/25**

In 2023, the UIL approved **Wet Bulb Globe Temperature (WBGT)** as the recommended forecast measurement to be used to monitor environmental conditions during outdoor physical activities. WBGT estimates the effect of temperature, relative humidity, wind speed, and solar radiation using a combination of temperatures from three thermometers.

The American College of Sports Medicine has recommended WBGT guidelines that dictate modifications in activity (work: rest ratios, hydration breaks, equipment worn, length of practice) at given WBGT temperatures to prevent Exertional Heat Stroke. The below table represents modified guidelines from the American College of Sports Medicine regarding:

- The scheduling of practices at appropriate WBGT levels
- The ratio of workout time to time allotted for rest and hydration at various WBGT levels
- The WBGT levels at which activities should be terminated

It is recommended that UIL member schools utilize WBGT to monitor practice and workout conditions and alter practices as outlined in the chart below based on recommendations from the American College of Sports Medicine.



**EXHIBIT C**  
**HEAT INDEX GUIDELINES**  
**Effective 5/19/25**

<b>WBGT Activity Guidelines</b>		
<b>Class 3</b>	<b>Class 2</b>	<b>Activity Guidelines</b>
<b>&lt; 82.0</b>	<b>&lt;79.7</b>	Normal Activities - Provide at least three separate rest breaks each hour with a minimum duration of 3 min each during the workout.
<b>82.0 - 86.9</b>	<b>79.7 - 84.6</b>	Use discretion for intense or prolonged exercise; Provide at least three separate rest breaks each hour with a minimum duration of 4 min each.
<b>87.0 - 90.0</b>	<b>84.7 - 87.6</b>	Maximum practice time is 2 hours; <b>For Football:</b> players are restricted to helmet, shoulder pads, and shorts during practice. If the WBGT rises to this level during practice, players may continue to work out wearing football pants without changing to shorts. <b>For All Sports:</b> Provide at least four separate rest breaks each hour with a minimum duration of 4 min each.
<b>90.1 - 92.0</b>	<b>87.7 - 89.7</b>	Maximum practice time is 1 hour; <b>For Football:</b> No protective equipment may be worn during practice, and there may be no conditioning activities. <b>For All Sports:</b> There must be 20 min of rest breaks distributed throughout the hour of practice.
<b>≥92.1</b>	<b>≥89.8</b>	No outdoor workouts. Delay practices until a cooler WBGT is reached.

*\*Values in the above chart are WBGT measurements (not temperature or heat index measurements).*

WBGT shall be monitored by the President of AYFCA and/or the Board each practice day and the same shall notify all coaches, in person and/or by telephone or text, as to any changes to normal practice based upon readings as indicated above. Coaches are not responsible for Heat Index determinations and shall rely upon the President of AYFCA and/or the Board for this determination.

As reference, AYFCA will use “Weatherbug” for WBGT and Heat Index using Trinity Christian School in Willow Park as the closest detectable location. Weatherbug is the official “governing” weather program of NCT.