

**USFA
CENTRAL FLORIDA DIVISION
BY-LAWS**

**ARTICLE I
NAME AND AFFILIATION**

The name of this division shall be the Central Florida Division of the United States Fencing Association, Inc., hereinafter referred to as “the Division”.

The United States Fencing Association, Inc. shall be referred to as “USFA”

The Division is a duly chartered, subordinate, constituent body of the USFA, Inc., and shall abide by and act in accord with the Articles of Incorporation. Bylaws, Rules and Regulations, Playing Rules and decision of the Board of Directors of the USFA, and such documents and/or decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Division. Further, the Division shall assist USFA, Inc., in administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Rule Book and decisions of the Board of Directors of the USFA, within and upon its members and/or within its members and/or within its jurisdiction.

**ARTICLE II
OBJECTIVES**

The purposes of the Division are:

1. To promote, encourage, and develop the sport of fencing.
2. To provide local competitions and tournaments.
3. To assist Divisional fencers to reach their full potential when practical or possible.
4. To aid and assist the USFA, INC., in all its objectives and purposes.
5. To promote:
 - a. SPORTSMANSHIP – Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.
 - b. RESPECT FOR THE INDIVIDUAL – Treat all others as you expect to be treated.
 - c. INTEGRITY – We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.
 - d. PURSUANT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS – Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.
 - e. ENJOYMENT – It is important for the fencing experience to be fun, satisfying, and rewarding for the participant.
 - f. LOYALTY – We aspire to teach loyalty to the ideals and fellow members of the sport of fencing.

- g. TEAMWORK – We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the fencing experience.

ARTICLE III MEMBERSHIP – COMPETITIONS

Section 1, Membership

Any person residing within the boundaries of the Division or representing a fencing club within this same area shall be eligible for membership in the Division. No member of this Division may be a member of any other Division of the USFA, Inc. Furthermore, all members of the Division shall be required to be “Registered Members” in good standing of the USFA, Inc. USFA membership shall be required for any fencer competing at any event organized by a member club of the Division.

Section 2, Membership Designation

Classes of membership: Membership shall be the same as that designated from time to time by the USFA, Inc.

Section 3, Transfer into the Division

Memberships may be transferred into the Division provided that the transferee has a current valid membership from the USFA, Inc.

Section 4, Voting

Any member in good standing, 18 years or older at the time of the membership meeting (to be held once a year at the Divisional Championships) shall be qualified to vote. The parent or legal guardian of any member in good standing, who has not attained the age of 18, shall be qualified to vote.

Section 5, Yearly Schedule

The Divisional Executive Committee shall prepare the fencing schedule and shall determine the formats and restrictions governing the qualifications, entries, and conduct of all competitions under its jurisdiction, unless superseded by the USFA rules, i.e. Junior Olympic Qualifications and National Championship Qualifications, etc.

ARTICLE IV OFFICERS AND DUTIES

The Officers of the Division shall consist of a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, to be elected at the annual meeting (Divisional Championships). All officers shall take office the first day of August next following their

election, and shall hold office until the following July 31, or until their successors are elected and have justified.

The duties of the officers shall be as follows:

Section 1, Chairperson

The Chairperson shall preside at all meetings of the Division and its Executive Committee, and perform such other duties as usually pertain to that office and are not inconsistent with these By-laws. The Chairperson has the responsibility for filing with the Secretary and Treasurer of the USFA, INC. the annual reports called for under the corporate By-laws of the USFA, INC. and the standing votes of the Board of Directors. The preparation of these reports may be delegated to the Secretary and the Treasurer of the Division. The Chairperson may, from time to time, assign officers and members of the Executive Committee to chair standing or ad-hoc committees. The Chairperson shall be ex-officio member of all committees. The Chairperson of the Division is responsible for the custody and maintenance of all Division equipment.

Section 2, Vice Chairperson

The Vice Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson and any other duties assigned by the chairperson and/or the Executive Committee.

Section 3, Secretary

The Secretary shall conduct all official correspondence, keep a record of the meetings of the Division, issue notices to members of all meetings, and perform such duties as may be assigned by the Chairperson of the Division or any other proper authority. The secretary shall be official custodian of the records of the Division. The secretary shall prepare and submit to the USFA results from all required qualifying events for National Competitions.

The Secretary shall bring the most current division membership roster to each meeting of the Division and each meeting of the Executive Committee. The secretary shall also verify the voting status of each member as appropriate.

Section 4, Treasurer

The Treasurer shall present a report at the annual meeting for the past fiscal year. Proposals for next year's budget shall be presented at the annual meeting. The Treasurer shall keep the accounts of the Division, receive all money, fees, and dues, pay all bills approved by the Executive Committee, and preserve all vouchers for such disbursements. All disbursements shall be made by check from the Divisional checking account. Such disbursements must be supported by receipts stating the nature of the transaction and the payee. All funds of the Division shall be maintained in an FDIC or

NCUA insured account under the name of the Division, checking and/or savings. No amounts above \$50 will be disbursed without Executive Committee approval, and no amounts over \$1000, not part of the budget presented at the annual meeting, will be dispersed without the approval of the Executive Committee. The Treasurer shall perform such other duties as may be assigned by the Chairperson of the Division or other proper authority.

Section 5

Any officer of the Division may be removed from the office by the following procedure:

1. A petition by twenty-five (25) voting members of the Division, and
2. An election in which the officer receives less than a majority.
3. The election may be held at either an Annual meeting or a special meeting of the Divisional membership.

ARTICLE V

MANAGEMENT BY THE EXECUTIVE COMMITTEE

Section 1, Composition

The management of the Division shall be vested in an Executive Committee consisting of the officers of the Division and additional directors as appointed by the Executive Committee based on number of members as outlined by the USFA, Inc. In addition, these directors shall represent the Division at the USFA congress meetings.

Section 2, Quorum

A quorum shall consist of one-third (1/3) of the members of the Executive Committee or three (3) members, whichever is the greater.

Section 3, Meetings

Meetings of the Executive Committee shall be held as needed at such time and place as shall be designated by the Chairperson, and shall be also called upon the written request of three (3) or more members of the Committee. All Committee members shall be given no less than two weeks prior notice of all special meetings.

Section 4

Any member of the Executive Committee who fails to perform his duties may be removed by the Executive Committee using the following procedures:

1. Written notification of the causes for removal must be provided to the entire Executive Committee, including the member to be removed.

2. At any meeting in which the removal of any member of the Executive Committee is to be contemplated, three quarters (3/4) of the members of the Executive Committee must be present.
3. The member so charged has the right to appear at the meeting and present any argument against removal.
4. The member who is contemplated for removal has no vote at this meeting.
5. Three quarters (3/4) of the Executive Committee members present at the hearing must vote for the removal before the member is removed.

Section 5

The Executive Committee may replace a member who has resigned or who has been removed by the Executive Committee by appointment by the Division chair to fill the vacancy until such time as the next annual meeting.

ARTICLE VI MEETINGS OF THE MEMBERS

Section 1, Annual meeting

The Annual meeting of the Division shall be held at the Divisional Championships. The date, time, and place for the annual meeting shall be designated by the Chairperson, and published in the information sheets for the Divisional Championships to be distributed via email to all member clubs and posted on the Division website no less than thirty (30) days prior to the tournament. However, member clubs may request the information be sent via parcel post, if needed.

The location and date of the Divisional Championships must be posted on the Division website no less than sixty (60) days prior to the tournament and notification of the post will be sent via email to all members on the distribution list.

Section 2, Quorum

A quorum shall consist of those members of the Division present in person. A majority vote shall control.

ARTICLE VII ELECTIONS AND MISCELLANEOUS VOTING

Section 1, Candidates

Candidates for all offices established under these By-laws must announce their intent to run for office no less than forty-five (45) days prior to the annual meeting. Submission of such intent must be made directly by the candidate to the Secretary of the Division by verbal or written means. This includes in-person communication, telephone, hand-written letter and email.

Candidates are required to submit their full name and the office for which he or she is running. Additional information, such as a photo, campaign platform and contact options, is not required, but may be included for publishing on the Division web site and email as required in Article 6, Section 1. Such information must be limited to a short paragraph and is subject to editing for length.

Persons who fail to submit their candidacy by the submission deadline will not be recognized as candidates at the annual meeting.

Section 2, Election of Candidates

If not more than one (1) candidate is identified for any office, the Secretary of the Division shall cast a unanimous ballot at the annual meeting and that candidate shall be declared elected.

If two (2) or more candidates are running for any office, the candidate receiving the majority of the votes shall be declared elected. In the event that three (3) or more candidates, for any office, do not receive a majority vote, a run-off election shall be conducted between the two candidates receiving the most votes in the first round and the winner shall be declared elected. If the voting in either a regular or run-off election for any office results in a tie, a lot shall be cast and the winner declared elected.

Voting shall be by show of hands and absentee ballot. Absentee ballots will be collected at the start of the meeting. The Secretary will group and count the ballots, and confirm the voting status for each ballot, as required in Article Four (4), Section Three (3). The Chair will select two members of the Executive Committee to verify the counts.

Section 3, Absentee Voting

Persons unable to attend the annual meeting may cast an absentee ballot. The ballot can be downloaded from the Division website once it is available within the timeframe specified in Article Six (6), Section One (1). A ballot will also be included in the email described in the 'Annual Meeting' section of Article 6, and may be copied for club members.

Absentee ballots will be counted as described in Section Two (2) of this article.

Absentee ballots are not proxy votes, which delegate a member's voting power to another.

Section 4, Miscellaneous Voting

Any new business, discussed at the annual meeting and requiring a vote, may only be voted upon by a show of hands by members in good standing.

ARTICLE VIII
BY-LAWS, RULES AND POLICIES OF THE USFA, INC.

All By-laws, rules, regulations, and matters of policy concerning the conduct of competitions as set forth in the fencing rules and manual of the USFA, Inc. are hereby incorporated as part of these By-laws without action by the Executive Committee or members of the Division, and are as follows:

1. Financial Reports Due and Assessments
 - a. The Division shall provide to the Executive Director of the USFA an annual financial report of operations, and all dues and assessments by the Division shall be reasonable in relation to the programs it offers to its members.
2. Publication of By-laws
 - a. The Division shall annually distribute to its members, copies of its bylaws, and all amendments thereto. Copies shall also be available upon request.
3. Equal Opportunity/Automatic Suspension of Athlete Without a Hearing
 - a. The Division must provide an equal competitive opportunity taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur competitions without discrimination on the basis of race, color, religion, resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such an individual ineligible to participate.
4. Insurance
 - a. The Division shall at all times maintain coverage by the general liability insurance policy maintained by the USFA. USFA shall inform the Division of the limits of that policy, and of the changes to those limits which may be made by USFA at its sole prerogative. The Division retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name USFA as an additional insured thereof. By purchasing and maintaining the aforementioned and general liability insurance policy, USFA does not assume, and indeed disclaims, any liability for any actions or omissions of the Division.
 - b. The Division agrees to use reasonable efforts to purchase, acquire or provide and maintain in full force and effect at all times, directors and officers liability insurance, and (to the extent such insurance is not obtained through the USFA) name USFA as an additional insured there under.
5. 501 (c)(3) Status
 - a. The Division shall at all times maintain its tax exempt status under Section 501 (c)(3) of the Internal Revenue Code, and shall cooperate with USFA in the event that USFA and the Division deem it advisable for the Division to be included in the group exemption letter.

6. Abuse

- a. The Division shall adopt policies prohibiting sexual and physical abuse that meet certain minimum criteria established by USFA (subject to contrary requirements contained in state or local law applicable to the Division).

7. Adoption

- a. The Division shall adopt, as amendments to its bylaws as official policy, the foregoing principles set forth within 180 days of the date of this Agreement. It shall be a condition of the continuation of the grant of the Division status contained herein for the Division to deliver written proof of such adoption to USFA at its principle office within 180 days of the date of this Agreement. If the Division does not adopt the foregoing principles as required herein, its members shall not be entitled to the foregoing principles as required herein; its members shall not be entitled to the benefits of membership in the USFA.

8. Indemnity

- a. The Division, an affiliate of the USFA, shall indemnify and hold harmless USFA, the Board of Directors of the USFA and each member thereof, the Executive Committee of USFA and each member thereof, and all other elected, appointed, employed or volunteer representatives of the USFA from any and all claims, liability, costs, attorney's fees, charges and expenses, whatsoever, arising from the acts and omissions of USFA, except to the extent
 - i. that USFA or its afore described representatives caused such claims, liability, judgments, costs, attorney's fees, charges or expenses by their own intentional neglect or default
 - ii. that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, Rule Book, or decisions of the Board of Directors of the USFA. Further, the Division understands that the USFA and its afore described representatives have assumed such assignment and conditions that they be so indemnified and held harmless to the extent described in this bylaw. USFA shall reasonably cooperate with the Division in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require USFA to incur any out of pocket expenses not reimbursed by the Division.

ARTICLE IX TERM

This agreement shall be put into effect upon its receipt by the USFA National Office, and shall remain in effect for the perpetuity of the division/section represented herein provided said division/section remains in compliance with all rules and regulations set forth here and in the USFA Bylaws, Regulations and Rules.

ARTICLE X BREACH

In the event that the Division shall breach any of the terms and conditions of this Agreement or any of the Bylaws, Rules and Regulations, Rule Book or decisions of the Board of Directors of the USFA (which provisions are incorporated herein by this reference as though fully set forth herein), then USFA shall have the right to impose sanctions pursuant to the USFA Bylaws and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to the Division.

ARTICLE XI AMENDMENTS

Section 1

These Division Bylaws may be amended at any Annual meeting of the membership. An amendment receiving a majority of all votes cast by the members voting in person shall be deemed as adopted, subject to the approval of the National USFA, Inc.

Section 2

These Division bylaws may also be amended at a special meeting provided that the following conditions are met:

- 1. That notice be given by US Mail to all division members no less than three weeks before the special meeting, stating when and where the meeting will be held and the general nature of the bylaw amendments to be decided upon,**
- 2. That the meeting date not conflict with any divisional, sectional or national tournament, with the SAT or ACT exams, or with any major religious or secular holidays, and**
- 3. That at least twenty-five (25) members, or 10% of the membership, whichever is less, be present in person.**

An amendment will be approved (subject to the approval of the USFA, INC.) if it receives two thirds (2/3) of all votes cast, in person.

History of Changes

This document was transcribed by hand by Charles B. Johnson from the record of the USFA as transmitted to Charles Johnson and Jim Campoli by Dana Brown 12/30/03.

This document was reformatted by Jason R. Seachrist, Secretary, January 8, 2010. Voting procedures were altered as provided by a majority vote at the 2008-2009 annual meeting and approved by the Executive Committee on February 10, 2010. Transmitted to Dana Brown on February 11, 2010.

Verbiage requiring information about the annual meeting and division championship to be sent via parcel post was altered to require an email, as unanimously voted at the 2009-2010 annual meeting. Approved by the Executive Committee on June 23, 2010. Transmitted to Dana Brown on July 2, 2010.