

SECTION 1

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

1. "FIFA" means the Federation International de Football Association.
2. "USSF" means the United States Soccer Federation.
3. "USYSA" means the United States Youth Soccer Association.
4. "OSA" means the Oklahoma Soccer Association.
5. "NOSA" means the name of the corporation, Northwest Oklahoma Soccer Association.
6. "BOARD" means the Board of Directors of NOSA.
7. "BYLAWS" means these Bylaws as adopted by the Board and include amendments subsequently adopted by the Board or the Members.
8. "SECTION" refers to the section of the Bylaws.
9. "MEMBER" means a Member of NOSA as defined Article III.
10. "VOTING MEMBER" refers to a Member as set forth in Article III, Section 3.02, with the right to vote.
11. "CURRENT REGISTERED PLAYER" means a player currently registered with NOSA.
12. "CURRENT REGISTERED COACH" means a coach currently registered with NOSA and currently coaching a NOSA team.
13. "COMPLEX" means NOSA the soccer fields and facilities located there.
14. "TEAM" means an NOSA designated or named group of players, currently registered with NOSA, assigned or formed under the guidelines of NOSA and OSA.
15. "GotSoccer" is the leading provider of soccer software in the United States, developing tools to help get players on the field since 1996. Section 2 TITLE OF OFFICE: The title of an office refers to the person or persons who, at any given time, perform the duties of that office for NOSA.

SECTION 2

A. PURPOSE AND AFFILIATIONS: Utilizing the State of Oklahoma Recreational map, the Oklahoma Soccer Association encouraged the development of what is the Northwest Oklahoma Soccer Association, which covers seven counties in Northwest Oklahoma: Woodward, Dewey, Ellis, Harper, Woods, Major, and Beaver. Players and teams outside of this radius will be welcomed to NOSA, however these teams cannot play for points.

B. SPECIFIC PURPOSE

More specifically, the purposes of the NOSA are: (1) to promote, govern, coordinate, and administer the growth and development of soccer in all its recognized forms within western Oklahoma and Oklahoma soccer for all persons of all ages and abilities; (2) to provide for the continuing development of soccer players, coaches, referees and administrators; and (3) to provide for the prompt and equitable resolution of member conflicts that interfere with this stated purpose.

C. AFFILIATIONS: NOSA is affiliated with the Oklahoma Soccer Association (“OSA”). The NOSA agrees to abide by the rules and regulations of the administration and play established by the OSA (including any sanctions and violations thereof) and to pay the appropriate fees established by the OSA.

SECTION 3

PHILOSOPHY: NOSA will provide an age-appropriate learning environment for our members to teach and learn technical skills, while focusing on long-term player development and inspiring a life-long passion for the game for all players, no matter their level of skill or commitment. NOSA shall not reject any player for reasons of race, color, creed, religion, national origin, sex, or such other discriminatory practices as are prohibited by law.

SECTION 4

DISCIPLINE/GRIEVANCES: The Board shall be responsible for all disciplinary reviews/decisions pertaining to teams, coaches, and players under the jurisdiction of NOSA. All grievances shall be brought to the attention of the President and/or Vice-President for review. Grievances, even if already acted upon, will be brought to the attention of the Board of Directors at the next monthly meeting or at the time of an emergency meeting.

SECTION 5

REGISTRATION

- A. Each player must be registered with the NOSA, using prescribed registration forms. Registration forms **MUST** include the players name, address, and full birth date.
- B. Registration after the closing date for registration may be permitted by the NOSA. Payment of a late fee for a registration after the closing date may be required. The registration committee **SHALL** maintain a list of players in each age division registering late in the order that they registered. Placement of players on the late sign-up list will be made by the registration committee. Requests for additional players by coaches **SHALL** be in writing.
- C. A current roster of all teams participating in the season **SHALL** be maintained by the registration committee.

SECTION 6:

TEAMS

A. The Responsibilities of each team will include:

1. Promoting and developing youth soccer within its area of jurisdiction.
2. Recruiting, selecting, and educating coaches, assistant coaches, managers, and referees where needed.
3. Actively recruiting both boys and girls as players and providing or organizing boys only, girls only, and/or co-ed teams where player enrollment permits.
4. Working with coaches to provide practice and playing fields for the teams within the association.
5. Assuring that all teams of all age levels are balanced in terms of numbers and of members and their playing skills insofar as possible.
6. Assuring that only NOSA-registered coaches shall coach the association teams, thereby assuring a consistency of standards throughout the association.
7. Working with the fields, equipment, and complex coordinator.

B. MEMBERSHIP

1. Each team must be registered with NOSA. Each team must be classified as either a recreational team or a competitive team and must be formed in accordance with appropriate rules. No team that is formed by tryouts or selection may be classified as a recreational team.

C. TEAM FORMATION

1. When a player on an existing team registers, he/she shall indicate whether he/she wants to stay on that team or be placed on another team. A player may not request to be placed on a particular team or not be placed on a particular team except that a player may request:
 - A. To be placed on or not placed on a team he/she is a current member of.
 - B. To be placed on or not to be placed on all boys or all girls team.
 - C. To be placed on or not placed on a team that which his/her or step-sibling is currently a member of unless such placement would cause that team to have more players than is feasible.
2. Each coach shall indicate whether:
 - A. His/her previously existing team will stay together or disband.
 - B. His/her team is going to play the upcoming season.
3. Once Fall or Spring registration is completed, a team placement meeting will be held at which:

- A. Players shall be placed on teams as follows:
- B. The number of teams to be formed in each age division shall be determined by the number of players who have signed up and have elected to play for the upcoming season in that age division.
- C. Existing teams which have elected to continue and to play the upcoming season shall be included in the number of teams to be formed before any new teams are formed.
- D. The child or children of a coach shall automatically be placed on the team of that coach. Each coach can designate one person as an assistant coach and the children of the designated assistant coach shall be automatically placed on the team of that coach. The assistant coach designation shall not be changed unless no child of the assistant coach is a member of that team.
 - 1. Players who are not on an existing team (including players who are on a team which has elected not to play in the upcoming season) shall be placed on teams so that (a) all co-ed teams is as age pure as possible, and (b) all co-ed teams are as equally balanced as possible as to numbers of boys and girls. Subject to (a) and (b), players are placed on teams by random selection. The random selection shall be conducted by placing new registered players upon teams with availability.
 - 2. If a coach elects to keep a team together but not to play the upcoming season, all players on that team must register and pay the full registration fee for that upcoming season in order to stay on that team. Any player who does not register and pay the full registration fee for the upcoming season will be placed on a team using the above procedure when he/she registers to play and WILL NOT automatically placed on his/her old team when their old team elects to play again. If a player on an existing team which has elected to stay together but not to play the upcoming season, he/she shall be placed on a team comprised of other such players if that is possible.
 - 3. Except as provided above, previously existing teams CANNOT be combined, even partially, instead of the players thereof being placed on teams using the above procedure. Existing teams which have acquired players in this manner SHALL be required to forfeit an undesignated assistant coach slot if one remains on that team.
- E. Once a team is organized, its roster shall be maintained, if possible, without change during each seasonal year, August 1st to July 31st.
- F. Teams may be organized, consolidated, or reorganized by the NOSA as required for maximum player participation.
- G. A team player may continue with his/her original team and may move up with that team to the next age level.
- H. NO team which has been selected and classified as a competitive team may be reclassified as a recreational team. Such a team MUST be disbanded, and its team

members must go through general registration in order to play in the recreational league. NO recreational team may be required to play a classic team during the regular season.

D. CONSOLIDATION AND DISSOLUTION OF A TEAM

A. Consolidation of two or more teams during a playing season because of a lack of player participation requires approval of the NOSA registration committee.

B. Each surviving team of a consolidation will complete the schedule of one the original teams as determined by the registration committee.

C. The consolidated teams will be reorganized on the original team basis at any time that registration of players makes possible.

D. If a coach or assistant coach no longer performs as said coach of a team, then the registration committee will find a suitable person for said team or the team will be disbanded, and the members thereof placed on teams as provided above.

E. PRACTICES AND TEAM ACTIVITIES

A. All team meetings SHALL be considered team activities. This includes games, practices, scrimmages, and instructional meetings, provided, however, one or more games per day SHALL be considered only one team activity.

B. Team activities for recreational teams SHALL be limited to 4 during any calendar work week. NO activity SHALL exceed 90 minutes except for U-19 teams whose activities may NOT exceed 100 minutes in duration.

C. The calendar week SHALL begin with Saturday and SHALL consist of that day and the following six days.

D. It is the responsibility of any team wishing to travel to inform opposing team. The opposing team is to decide if game is to be made up or forfeited by traveling team. All traveling teams must inform the NOSA board about travel during the season.

F. SUSPENSION

A. The executive committee may suspend a team and forbid future participation of a team in the NOSA league play if, its players or supporters or coaches, is acting contrary to the best interest of the NOSA, or is encouraging dangerous playing practices, or is acting in an unsportsmanlike manner. Such suspension is subject to appeal to the NOSA. Furthermore, NOSA decisions are subject to appeal the OSA and OSA decisions are subject to appeal to the USYSA.

G. TEAM FUNDS

A. A registered team MAY establish a funding account for the sole purpose of financial support to that team. The team account MUST be approved by the Board of Directors and the team must furnish accounting records to the Board upon request at the next scheduled monthly meeting. The team representative will represent the team in that regard to the funding account and be responsible for all transactions. The Treasurer will keep on file all accounting records for review.

SECTION 7 PLAYERS

A. Registration

A. Individual players WILL be enrolled by the NOSA registration committee using the individual enrollment form prescribed by the NOSA.

B. Individual registration fees MUST be paid at the time of enrollment.

C. NO player who is physically able to play soccer and meets registration requirements will be denied or discouraged from playing.

D. Based on the prior season, NOSA will decide on the total amount of scholarships given for the season. Players will fill out the required documents and the board will choose the recipients.

E. Families in the same household with 4 or more children registered in one season will only pay for the first 4 players.

1. Eligibility

A. A player MAY NOT participate in a practice or game unless his enrollment form is on file with the appropriate registration and all fees are paid 72 hours before 1st practice or game.

B. For the purpose of registration, a player's birth year will determine his/her age group for both the fall and spring seasons.

C. A player may play in an older division but NOT in a younger division than his/her allows.

D. NO player SHALL play on more than one NOSA team at the same time except that a player from the next younger age division may play as a substitute for a team which would otherwise have to forfeit due to a lack of players to give it the minimum number of players to avoid a forfeit.

E. The registration committee will select classic teams. The registration committee will set guidelines for classic coaches and players. The registration committee may select players from the recreational league to fill roster spots on a classic team due to transfer, injury, etc.

2. Transfers And Releases

Transfer is defined as a player change from one team to another during a seasonal year after the player is duly placed on a team.

- A. Transfers ARE TO BE DISCOURAGED.
- B. The consent of the NOSA registration committee, and the teams involved WILL BE REQUIRED for all transfers.
- C. A player must transfer using the appropriate form, which is available from the NOSA board.
- D. A team SHALL be limited to a total of 3 transferred players per seasonal year (August 1st thru July 31st) except for teams' consolidation or reorganization. A transferred player is one who has been registered with another USYSA team in the same seasonal year, August 1st – July 31st.
- E. A transfer of a player from a recreational team may occur at any time a vacancy exists on a classic team, and the classic team coach, the player, and the players parents or guardian request the transfer. Such transfer must be approved the registration committee to be effective. The players recreational coach must be notified prior the approval of such transfer.
- F. A player may request voluntary release from a team roster or transfer from a team roster upon approval of the registration committee. A player may request a release from the NWOSA playing area only when established recreational or competitive teams are not available or cannot be formed accommodate a player during a seasonal year.

3. Player Equipment

- A. ALL players must provide and wear shirts, shorts, or long pants, shin guards, and socks during team competition. Uniforms need to be nothing more than a pair of tube-type socks, a pair of gym shorts, and a white or dyed t-shirt. ALL shirts are to be numbered. Numbers must be placed on the back. Team colors or uniform styles will be determined by each team, subject to approval of the local clubs games committee to avoid repetition of colors between teams. Players other than the goalkeeper must wear similar uniforms to distinguish them from the opposition.

- B. Shoes are required. They may be athletic, sneakers, or soccer shoes. In NO EVENT can the equipment create a hazard to any player.
- C. Shin guards are MANDATORY in all divisions.
- D. NOSA or local team patches may be worn on the left chest or shoulder of the shirt.
- E. All emblems or logos worn on player uniforms are subject to approval by the NOSA registration committee.
- F. In the event two teams with similar colors compete, NOSA will provide pennys.
- G. The goalkeeper must wear a target jersey or a shirt of a contrasting color to those jerseys of his/her team, the jerseys of the opposing team, and the uniform of the game officials.
- H. ALL equipment is subject to the approval of the NOSA registration committee and SHALL be inspected before each game by the officials.

4. Caution, Ejection, And Suspension

- A. Players are subject to a caution and/or ejection by the referee of a game for various types of misconduct.
- B. A player who is ejected SHALL LEAVE the immediate area of the playing field before recommencement of the game.
- C. Refusal by a player to leave the area of the playing field within the time specified by the referee SHALL result in immediate termination of the game. The game SHALL be declared a forfeit and SHALL NOT be replayed.
- D. NO substitution is allowed for a player ordered from the field of play by a referee. NO player SHALL leave the field of play, except by accident, without the consent of the referee.
- E. A player who is ejected SHALL NOT participate in the remainder of the game from which they were ejected or in the next game in which that player would normally have participated. Furthermore, additional punishment subject to appeal to the NOSA board may be required by the Executive Committee. The ejected player has the right to submit within 72 hours of the game involved, a written statement to the executive committee for their consideration and review prior to punishment.

- F. Decisions of the executive committee as to player cautions, ejections, suspensions, or additional punishment are subject to the Board of Directors of NOSA if put in writing and submitted within 72 hours of notification of the decision of the appeals subcommittee. Such appeals must be accompanied by a \$50.00 cashier's check or certified check made payable to NOSA. This fee is refundable only if the appeal is upheld and the original decision is overruled.

5. Discipline

- A. If a player (or players) has/have become a disciplinary problem and disciplinary action in the form of suspension is proposed, the coach SHALL bring the matter before the executive committee for possible suspension from a team or NOSA.

SECTION 8 COACHES

1. Registration

- A. ALL COACHES SHALL be registered with NOSA and their local team and SHALL be required to meet the registration requirements as specified by NOSA. ALL COACHES and assistant coaches must be approved by the registration committee.
- B. The registration of any coach may be suspended or revoked by the executive committee of NOSA for conduct deemed not in the best interest of soccer, the players within NOSA, the NOSA board of directors, the OSA and USYSA. Suspension of a coach must be reported in writing to the NOSA board, which in turn file a report the OSA.
- C. Any person that wishes to coach a select team must be at least an "F" level coach and upgrade at least one level, up to a "D" level certification, each year to maintain their coaching position.

2. Responsibilities and Duties

- A. Each coach is responsible for the proper training and conditioning of the players on his/her team. Each team must practice at least once a week during the fall and spring season.
- B. Coaches are responsible for maintaining order and respect for the authority of the referees and assistant referees during the game.
- C. Each coach is to discourage discourtesy by the spectators toward officials and players. Each coach is responsible for keeping his/her teams spectators behind the

spectator restraining line if one is marked. If a line is not marked, spectators SHALL NOT enter the playing field and SHALL remain far enough away from the touchlines to avoid interfering with the players, assistant referees, and coaches.

D. Coaches MUST REMAIN in the marked coaching area. If there is no marked coaching area, coaches SHOULD NOT enter the playing field or be more than 10 yards from the half-line. Neither coaches nor spectators are permitted along the goal line or BEHIND the goal area.

E. NO COACH SHALL endeavor to run up a high score against any team.

F. Each coach SHALL ALLOW only players who are properly registered with the local club and NOSA to participate in games or practices.

G. Each coach SHALL play each player on his/her team at least ½ of the total time, excluding overtime periods and tournament games, except for health or disciplinary reasons. For example, in a game with two 25-minute halves, each player SHALL BE PLAYED at least 25 minutes of that game. The referee and opposing coach SHALL BE NOTIFIED prior to the commencement of the match when a player is not playing a full half for one of the above reasons.

H. Coaches are responsible for rescheduling their own games. Coaches are encouraged to keep their games on weekends, if possible.

3. Caution, Ejection, And Suspension

A. Coaches SHALL BE subject to a caution and/or ejection by the referee for misconduct.

B. A coach who is ejected SHALL LEAVE the playing area so that he/she may not possibly take part in any further actions during the remainder of the game. Furthermore, the game SHALL NOT recommence before the coach has exited the area.

C. Refusal by an ejected coach to leave the playing field in the time specified by the referee SHALL RESULT in immediate termination of the game. The game SHALL BE declared a forfeit and SHALL NOT be replayed.

D. A coach who is ejected SHALL BE disqualified from further participation at the game from which he/she is ejected and may not attend at least the next game of the team for which he/she serves as coach. If he/she does appear at the following game, that game SHALL BE forfeited. Additional punishment for being ejected may be required by the executive committee.

E. An ejected coach has the right to submit, within 72 hours of the incident involved, a written statement of his/her position to the executive committee for its consideration and review prior to any additional punishment. Decisions of the executive committee are subject to appeal to the NOSA Board, if put in writing and submitted to a Board Member within 72 hours of notification of said decision by the executive committee. All such appeals must be accompanied by a \$50.00 cashier's check or certified check made payable to NOSA (one-time fee). This fee is refundable only if the appeal is upheld and the original decision is overruled.

F. A coach, player, or spectator who intentionally strikes a referee SHALL BE prohibited in NOSA competition for at least one calendar year. Any action taken by NOSA under authority of this rule will not limit the prosecution of the offender by the referee and/or NOSA under the criminal laws of the State of Oklahoma. NOSA SHALL REPORT the incident to OSA which SHALL have jurisdiction in this matter.

4. Officials

A. Referees

1. Referees WILL BE assigned and scheduled by the referee coordinator of the NOSA.

B. ALL REFEREES MUST BE CERTIFIED by the USSF. The referee coordinator or his/her assistant shall be responsible for certification and training of all referees.

C. ALL complaints which are filed against a referee SHALL BE HEARD by this board and the referee coordinator.

D. The state referee administrator or his/her assistant SHALL BE the liaison between NOSA and all referees.

E. Any person who is ejected or suspended by NOSA SHALL NOT act as a referee or assistant referee.

F. The referee will notify a board member of NOSA of all games which are canceled or terminated or in which a player or coach is ejected or for which one or both teams fail to appear.

G. If an official referee fails to appear within 15 minutes after the scheduled game time, a person mutually agreed upon in writing by the coaches of both teams may

act as referee. In such case, the referee should keep on his/her person the written agreement for his/her acting as a referee and return it to the winning coach with the final score and the signature of the referee. The winning coach should keep this as a record of the game for the remainder of the season unless NOSA directs him otherwise.

H. A referee who assaults a coach, player, or spectator SHALL BE reported to NOSA who will in turn report in writing to OSA.

G. If a referee fails to notify the referee coordinator or another board member of their absence for their scheduled game(s), they will not be allowed to referee the following week.

2. Assistant Referees

A. The referee coordinator will attempt to assign 2 assistant referees for each game that is applicable.

B. ALL assigned assistant referees SHALL BE certified referees.

C. Upon request of the referee, each team will supply one assistant referee to help the referee.

Section 9 Rules of Play

1. Laws of The Game

Except as modified below or by USYSA or in special rules of play approved by NOSA, soccer competition SHALL BE governed by the FIFA rules and interpretation then current as set forth in FIFA's laws of the game and universal guide for referees.

2. Fields and Equipment

A. Fields

1. The size and marking of playing fields SHALL BE as described in Special Rules Of Play.

2. All fields MUST BE reasonably flat and free of any object or holes that will endanger players.

3. If necessary, fields may be different dimensions than in the special rules of play. However, in no instances shall the markings for the goal area, penalty areas, spectator line, coaches box, or center circle, or the size of the goals be different from those specified in the special rules of play.

4. All fields MUST BE APPROVED by NOSA field committee.
5. On fields used for matches in the U-6 and U-8 age divisions, the field, goal and interior *dimensions may be adjusted to be more compatible for those ages.*
6. All matches will be played on juvenile sized fields and with juvenile sized goalposts.
7. The field committee SHALL BE responsible for marking the field, putting up and taking down nets, and providing corner flags.
8. All fields must be equipped with approved corner flags which must be of suitable size and color and attached to poles at least 4 feet tall with rounded tops.

B. Balls

1. The under 6 and under 8 divisions will use a size 3 ball, the under 10 and under 12 divisions will use a size 4 ball and all other juvenile divisions will use a size 5 ball.

3. Games

Schedules

- A. All games will be scheduled by the NOSA registration committee.
- B. All games needing to be rescheduled must be submitted through the NOSA website by 5:00 PM on Wednesday prior to the game.
- C. The NOSA registration committee will be responsible for rescheduling ONE week of games per team. The NOSA Board will pay referees for the ONE week rescheduled by the registration committee. That game must be played before the next scheduled game.
- D. In the event a team needs to reschedule more than one week of games, that team will be responsible for finding and paying a NOSA referee.
- E. Games rescheduled for a Tuesday or Thursday must be after 7:00 PM.

4. Cancellation

- A. Games may be canceled by NOSA when at game time, or within 2 hours prior to game time the field is not in suitable condition for play and/or is dangerous to players.
- B. If the NOSA suspends or terminates a game for reasons other than misconduct on the part of players, coaches, or spectators, after the second half is started but before the completion of the full duration of the game, the game will be considered completed.

C. COACHES WILL NOT CANCEL GAMES.

5. Forfeiture

A. If a team fails to appear or to field at least the following number of players:

Maximum Number of players Allowed on the field	Minimum Number of Players Allowed on the field
11.....	7
9-10.....	6
7-8.....	5
5-6.....	4
4 or less.....	2

B. At the time of the scheduled kickoff, the referee SHALL TERMINATE the game and report the occurrence to a NOSA Board Member, which SHALL declare the game forfeited in favor of the team that was present. If neither team appears, the referee SHALL REPORT such occurrence to a NOSA Board Member, which shall declare a double forfeiture (both teams will be charged with a forfeiture).

C. The final score will be recorded as 3-0 in favor of the team that was present. The final score will be 0-0 if neither team shows.

D. A team that allows an unregistered player, or a player or a coach serving a suspension, to participate SHALL forfeit that game, if won: if the game is lost, the first victory thereafter SHALL BE forfeited.

1.Any team playing a player who is over-age SHALL forfeit all games in which that player takes part.

6. Protests

A. Inter-team protests will be heard and decided by the executive committee of NOSA. Intra-team protests will be heard and decided by the executive committee of NOSA.

B. Protests to the NOSA executive committee must be detailed in writing 72 hours and accompanied by a check for the \$10.00 protest fee.

C. Appeals of decisions made by the executive committee may be made to the NOSA board of directors. The written appeal and a \$50.00 fee payable in such form as requested by the NOSA President must be submitted within 7 days of receipt notice from the executive committee. The appeal fee will be refunded if the appeal is decided in favor of the person or team which posted the fee.

D. Appeals of Executive Board decisions may be made in writing to the OSA. OSA decisions are subject to appeal to USYSA.

E. A copy of the protest shall be mailed by the secretary to the coach of the opposing team and, where applicable to the referee involved.

F. The opposing team and/or referee will furnish a written response to the protest based on the qualifications of the referee or upon matters of the referee's judgment.

G. The committee will not uphold a protest based on the qualifications of the referee or upon matters of the referee's judgment.

H. The committee may uphold or change a game result or schedule a replay of the game when the committee determines that the referee's interpretation of the game laws is faulty.

I. Decisions on protests will be rendered in writing to the coaches of the two teams, and where applicable, to the referee of the game within 7 business days of the receipt of the protest.

J. Protests involving the conditions of the field, equipment, or facilities will be denied unless the referee is notified in writing prior to the start of the game that the game is being played under protest.

7. League Standings

A. Team standings for league competition shall be determined according to the number of points earned by the teams. Points shall be determined by game results according to the following:

Win.....6 points

Tie.....3 points

Loss.....0 points

One additional point for each goal scored up to 3.

B. League Standings at the end of the season will be determined based on all regularly scheduled games regardless of the number of games played and the number of teams in the league.

C. A tie for first place at the completion of all games of league competition scheduled prior to the start of the season competition may be broken by an elimination round among the tied teams.

D. Elimination round games shall not be permitted to end in a tie.

E. If any game is tied when terminated by the referee before the beginning of the 2nd half, it shall be replayed from the beginning, unless termination resulted from the ejection of a coach or player.

8. Playing Season

- A. There will be 2 playing seasons in each seasonal year.
- B. Games for the fall season will begin each year not before September 1st and finish no later than December 1st.
- C. Games for the spring season will begin each year not before March 1st and finish no later than June 1st.

9. NOSA Tournaments and Playoffs

A. In NOSA tournaments, where a winner must be determined, two overtime periods shall be played. Duration of the overtime periods will be as follows:

U-16 & 19.....Two 15-minute halves
U10, U12, & U14.....Two 10-minute halves
U8 & U6.....Two 5-minute halves

A coin toss will be made between the end of the 2nd half and the beginning of the first overtime period to determine which team will kick off the first overtime period and which team will defend which goal. There shall be an interval of 5 minutes the 2nd half and the 1st overtime period and between the 1st overtime period and the 2nd overtime period. The two teams shall change ends between overtime periods and the team that did not kick off the 1st overtime period shall do so the 2nd overtime period, penalty kicks shall be used to determine the winner.

B. Penalty kicks to resolve a draw will be as follows:

1. Only players on the field at the end of the 2nd overtime period shall take penalty kicks.
2. The referee shall flip a coin to decide who shall start, the team winning the toss taking the 1st kick.
3. Each team shall alternate taking 1 kick each for the first 5 kicks for each team.
4. If the score is still a draw, each team shall alternate taking one kick until the draw is resolved.
5. No player shall kick a 2nd time until other players have kicked.
6. Any player on the field of play at the end of 2nd overtime may substitute for the goalkeeper at any time with the permission of the referee.
7. Additional rules, guidelines, and deadlines for all NOSA tournaments will be determined by the executive committee.

Article III.

MEMBERS

Section 1 MEMBER: Membership in the NOSA shall be comprised of one representative from each affiliated team and such other persons to whom the Board of Directors may extend membership. An affiliated team is a youth soccer team approved by the Board of Directors and in good standing with both the NOSA (including the timely payment of all fees due as prescribed by the

Board or President) and the OSA. An affiliated team's representative shall be a coach or a designee selected by a coach, which may be an assistant coach, team manager, or parent/guardian of a team player, provided that the team representative must be of legal age. Members shall be entitled to attend the annual general membership meeting in May where each member shall be entitled to cast one vote on items presented by the board. A member of the NOSA may be referred to herein as a "Member."

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

Section 3 TERMINATION OR SUSPENSION OF MEMBER: (a) The membership of any Member may be terminated or suspended by a 2/3 vote of the Executive Committee when: (1) a Member has not acted in the best interests of youth soccer, or (2) a Member has willfully violated any of the rules, regulations, Bylaws of NOSA; or (3) a Member has willfully violated any of the rules and regulations or Bylaws of any organization with which NOSA is affiliated; or (4) The Member has been formally charged or convicted of any felony or violent crime against a minor. (b) The Executive Committee shall notify the Member of the suspension or termination of the membership of the Member and the basis for seeking termination or suspension.

Article IV.

MEETINGS OF MEMBERSHIP

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

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

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

the discretion of the board.

Section 4 SPECIAL MEMBERSHIP MEETINGS: Special membership meetings may be called by the NOSA Board.

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

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

Article V.

DIRECTORS

Section 1 GENERAL POWERS: The business and affairs of the Corporation shall be managed by its Board of Directors. The Board may exercise all such powers of NOSA and do all such lawful acts and things as are not, by statute or by Articles of Incorporation or these Bylaws, directed or required to be exercised or done by the members.

Section 2 NUMBER OF DIRECTORS: The number of Directors, which shall constitute the whole Board, shall not be less than three (3), nor more than fifteen (15). Within the limits specified, the number of Directors shall be determined by resolution of the Board. The Directors shall be elected at the annual Meeting of the members or at a special meeting of members held for that purpose and each Director elected shall hold office until his successor is elected and qualified.

Section 3 QUALIFICATIONS: Only Voting Members may serve on the Board with the right to vote at Board Meetings. No Member may be a Director of the Board if such member has been convicted of any crime involving dishonesty or moral turpitude, a crime against a minor, a violent crime, or a felony. All Directors will complete and submit the Risk Management background check report on GotSoccer. A Director who fails to submit the report by October 1 shall be disqualified.

Section 4 NOMINATIONS OF DIRECTORS: The Executive Committee, at the March meeting of the Board, shall submit to the Board for approval the names of the Directors who will serve as the Nominating Committee. The Nominating Committee shall consist of two non-Executive Committee members. It shall be the duty of the committee to nominate candidates for the Board. The nominating committee shall notify the membership of its recommendations at the April Board meeting. Additional nominations may be made from the floor of the April Board meeting or recommendations may be brought to the Executive Committee for nominations.

Section 5 ELECTION AND TERM: All Directors shall be elected by voice vote for a three-year term. If there is only one candidate for a position, that candidate takes the position. A majority vote shall be required for election. All Directors shall hold office until death,

resignation, removal, disqualification, or their successors are elected and qualified. Their terms of office shall begin at the close of the August Board meeting.

Section 6 LIMITATION AS TO TERM OF OFFICE: The following term limits shall be imposed for all Directors: President-three (3) consecutive terms; Vice Presidents, Secretary/Registrar, Referee Coordinator, Treasurer, Complex Coordinator, Communications Coordinator five (5) consecutive terms. The term of a director who is appointed to fill a vacancy or new position will not be included in the term limit, if said term is less than eight (8) months. All terms that have been served by the current Directors of the Board will count towards these term limits.

Section 7 VOTING MEMBERS OF THE BOARD: The voting members of the Board shall consist of the following: (a) The Directors of the Board: (1) President (2) Vice-President (3) Secretary (4) Treasurer (5) Complex Coordinator (6) Communications Coordinator (7) Referee Coordinator (8) all remaining Directors.

Section 8 PRESIDENT: The President shall preside at all meetings of NOSA and shall be the Chief Executive Officer of NOSA. The President, whose term shall begin on evenly numbered years, shall: (1) oversee all administrative and executive functions of the Corporation; (2) assign other duties to officers/committees not explicitly addressed by the By-Laws; (3) assign duties to officers and/or committees not expressly addressed in the By-Laws; (4) take prudent and reasonable action in cases not covered by the By-Laws; (5) appoint an auditing committee to certify the Treasurer's annual report; (6) serve as an authorized check signatory of the NOSA; (8) conduct the election of new officers; (9) call additional General Membership Meetings at his or her direction or upon written request of at one-third of the Members; (10) conduct regular meetings of the Board each month and call additional meetings as deemed necessary; (12) represent the Corporation at all OSA meetings or designate a party to fill this responsibility if he or she is unable to attend; (13) maintain, with the aid of the Board, a yearly budget for the Corporation; (14) hold the Corporation's EIN; (15) communicate, or assign committees to communicate, with city officials as needed; and (16) perform other responsibilities that may be needed in furtherance of the Corporation's purpose.

Section 9 VICE-PRESIDENT: The Vice-President shall act in the absence of the President with the same power and authority and shall perform such other duties as may be assigned to him/her by the President; (2) serve as an authorized check signatory of the NOSA.

Section 10 SECRETARY The Secretary shall keep the records and minutes of all meetings of NOSA, shall give notice of meetings, and shall have general custody of the records of NOSA, except those assigned to treasurer. The Secretary shall assist in coordinating volunteers for NOSA tournaments, volunteer workdays, and other NOSA events.

Section 11 TREASURER: (a) The Treasurer shall receive, disburse, and account for all funds of NOSA, which shall be kept in a bank or banks and/or accounts designated by the Board. The Treasurer shall prepare a monthly accounting of receipts and disbursements of NOSA and a complete financial statement for presentation at each monthly Board meeting and at the annual

meeting.

Section 12 COMPLEX COORDINATOR: The Complex Coordinator shall maintain the facilities fields and future facility projects. The Complex Coordinator will be active in gathering volunteers to help with field maintenance duties. The Complex Coordinator will work closely with the City of Woodward to help maintain the fields and facility & ensure proper notice is given to the city of Woodward. develop, execute, and maintain the standard safety requirements for the Corporation fields as set by OSA standards.

Section 13 COMMUNICATIONS COORDINATOR: The Communications Coordinator shall maintain NOSA website, monitor social media & online platforms (2) and perform other responsibilities assigned by the board.

Section 14 REFEREE DIRECTOR: The Referee Director shall: (1) maintain a list of appropriately educated referees with an understanding of their capabilities and limitations; (2) oversee and promote the education and development of said referees, including coordination of certification; (3) assign appropriately trained referees and assistant referees to games scheduled by the Corporation; (4) maintain a list of each referee's name, games worked, and fees due that will be submitted to the Treasurer for payment disbursement; (5) maintain clear and consistent referee game cards; (6) communicate to the referee all changes regarding club rules and guidelines within the NOSA, OSA, and/or US Soccer to the referees; and (7) perform other responsibilities as assigned by the Board and/or President.

Section 15 DUTIES OF THE MEMBERS-AT-LARGE:

The Members-at-Large shall attend all meetings of the Board and perform other responsibilities as assigned by the Board and/or President.

Section 16 TRANSFERRING OF EQUIPMENT AND RECORDS UPON RESIGNATION, REMOVAL OR COMPLETION OF TERM OF OFFICE: All Officers, within seven days from resignation or removal from office or if not reelected for another term of office, shall deliver to the President elect or a party designated by the President elect, all records, equipment, and documents held by such Officer(s).

Section 17 DUTIES OF ALL DIRECTORS: Directors shall be responsible for ensuring that the Bylaws are compiled by the Members in the areas of the Director's responsibilities. The Directors duties and authority shall include, among other things: (a) Directors shall provide information to Members and the Board concerning their area of responsibility. (b) All Directors serving shall, among other things, be responsible for finding coaches and assigning of players to teams within specific age groups.

Section 18 CONFLICT OF INTEREST: Any board member may raise a potential conflict of interest. If the accused board member does not voluntarily recuse him or herself, the Executive Committee will vote to determine if a conflict exists that requires recusal.

Section 19 REMOVAL OF A DIRECTOR: A director may be removed from office, only for cause, in the following manner: (a) Impeachment by the Executive Committee. If the Executive Committee votes to impeach, any such vote by the Executive Committee shall require the unanimous vote of the Executive Committee. The vote of the Executive Committee to impeach may be appealed to the Board. A decision by the Board to impeach a Director shall be approved by a three-fourths (2/3) majority of the Board of Directors. (b) A director may be suspended by any two (2) members of the Executive committee, if in the opinion of such Officers, the safety, well-being, or security of NOSA property, funds, or members are threatened by the continuance of the accused director in office. (c) "For cause" is defined as malfeasance of office, abuse of office, missing three regularly called monthly meetings during the entire fiscal year, actions detrimental to the well-being of soccer, actions not in keeping with the purpose of NOSA, or being charged or convicted of any crime involving dishonesty, fraud, deceit, or moral turpitude, a crime against a minor, a violent crime, or a felony. (e) At any Board of Directors meeting called specifically for the purpose of impeachment, any Director of NOSA shall be removed by a two-thirds vote of all eligible voting Directors.

Section 20 RESIGNATIONS: Any Director may resign at any time by giving written notice to the Board or to the Secretary of NOSA. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance by the Board.

Section 21 VACANCIES AND NEWLY CREATED DIRECTORSHIPS: Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by the majority vote of the Directors then in office, though not less than a quorum (4), and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and be qualified, unless sooner displaced. If there are no Directors in office, then an election of Directors shall be held.

Section 22 DELEGATION OF AUTHORITY: Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any director to any other director or agent.

Section 23 NON-VOTING MEMBERS OF THE BOARD: The non-voting members of the NOSA Board shall be any past director of NOSA, NOSA coaches, and NOSA parents. These members shall perform such duties as assigned by the board.

Article VI.

MEETINGS OF THE DIRECTORS

Section 1 REGULAR MEETINGS: Regular Board meeting(s) shall be on the third Monday of each month unless by the vote of the Board then the meeting may be held at such time and place as shall be specified in a notice given for special meetings of the Board.

Section 2 NOTICE OF REGULAR MEETINGS: Regular meetings of the Board may be held without notice, at a time and place determined by the Board.

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

Section 4 SPECIAL MEETINGS: The President or a majority of the Directors then in office may call a special meeting of the Board. The person or persons authorized to call a special meeting of the Board may fix any reasonable time and reasonable place for the meeting. The person or persons calling a special meeting of the Board shall give notice to each Director of the time, place, date and purpose of the meeting. Such notice shall be given not less than two days if by U.S. postal service and not less than 24 hours.

Section 5 WAIVER BY PRESENCE: Except when expressly for the purposes of objecting to the legality of a meeting, a Director's presence at a meeting shall constitute a waiver of notice of such meeting.

Section 6 QUORUM: At all meetings of the Board, a majority (4) of the voting Directors shall constitute a quorum; proxies count towards quorum. If a quorum is not present at a meeting of the Board, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. At an adjourned meeting where a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified and called.

Section 7 CONDUCT OF BUSINESS: The Board shall transact business in such order and manner as the Board may determine. Except as otherwise required, the Board shall determine all substantive, procedural or other matters by the vote of a majority of the Directors present. Any Director may add to the Board's agenda any item relevant to NOSA's property, business, or affairs. The Directors shall act as a Board, and the individual Directors shall have no power as such.

Section 8 ACTION BY CONSENT: The Board, or a committee of the Board, may take any required or permitted action without a meeting if all members of the Board or committee agree in a written consent and file the consent with the minutes of the proceedings of the Board.

Section 9 PROXIES OF THE DIRECTORS: A voting member of the Board may exercise any voting rights in person or by proxy, provided such proxy is a voting member of the Board and is appointed in writing, including email, that he/she has subscribed and that the proxy is delivered to the Secretary of the meeting. No voting member of the Board may hold more than two (2) proxies at any meeting. A proxy is valid only for one meeting and shall expire at the end of that meeting. The attendance at any meeting of a Director who previously has given a proxy shall not revoke the proxy unless he/she notifies the Secretary, in writing, before the voting of the proxy.

Article VII.

COMMITTEES

Section 1 The President may create and abolish committees as needed. Each committee shall consist of at least one Director. Such committees shall discharge such responsibilities as may be assigned to them by the President. The President shall appoint the members of such committees from among the Directors, Members, officers, advisors and friends of the Corporation and shall appoint all committee chairs. A majority of the voting members of any committee of the Board shall constitute a quorum, and the acts of a majority of the voting members present at a meeting at which a quorum is present shall constitute the act or recommendation of the committee. Each committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records and report the same to the Board of Directors. Notice of all committee meetings will be given to each committee member not less than two days before the meeting by personal delivery, mail, telephone, facsimile, or electronic mail.

Section 2 STANDING COMMITTEES: Standing committees include but are not limited to: field committee, fundraising committee, & registration committee.

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

Section 4 CONDUCT OF BUSINESS: (a) Committee Consisting of Officers and/or Directors. If a committee consists of Officers and/or Directors, then the committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as the law and these Bylaws and the Procedures Manual of NOSA require otherwise. Each committee shall make adequate provision(s) for notice of all meetings to members. A majority of the members shall constitute a quorum unless the committee consists of one to two members. In that event one member shall constitute quorum. A majority vote of the members present shall determine all matters. A committee may take action without a meeting if all members of the committee consent in writing and file the consent(s) with the minutes of the proceedings of the committee. (b) All Other Committees: The Board may designate committees of NOSA for the purpose of advising the board about specific matters or undertaking specific tasks. To accomplish such purposes, the Board may delegate to a committee of NOSA the authority of the Board that the Board could properly delegate to agents of NOSA, but such committee shall not have the general power and authority of the Board in the management of the business and affairs of NOSA and all actions by such committees shall be reviewed and approved by the Board. A committee of NOSA created may be composed in whole or in part by non-directors. The committee may determine the procedural rules for meetings and conducting its business and shall act in accordance therewith, except as the law and these Bylaws require otherwise. Committees will inform all Directors of its proceedings as needed.

Section 5 STANDING COMMITTEES OF NOSA: The following shall be the Standing Committees of NOSA: (a) EXECUTIVE COMMITTEE. (1) The President, Vice President, Secretary, Treasurer, Complex Coordinator, Referee Coordinator, and Communications Coordinator, of NOSA shall constitute the Executive Committee. (2) The Executive Committee shall have general supervision of the affairs of NOSA between meetings of the Board, make specific recommendations to the membership, and shall perform such other duties as are specified in these Bylaws. (3) The Executive Committee may appoint an Attorney, a Physician, and/or a Certified Public Accountant to advise NOSA. (4) Dues and fees shall be recommended by the Executive Committee for Board approval. (5) Meetings of the Executive Committee shall be held at such time as shall be determined by the President or any member of the Executive Committee. (6) Business may not be transacted unless a quorum of four (4) shall be present, however, any proposal shall be governed by a majority vote of the membership of the Executive Committee. (7) No agreement shall be entered into or considered valid until the contract or agreement specifics are reduced to writing and signed by the President, and one other member of the Executive Committee. (8) The Executive Committee shall obtain adequate surety bonds for the Treasurer and for any other member responsible for club funds in excess of \$500. No individual denied a bond shall serve in any capacity which requires access to Club funds. (9) Action taken by the Executive Committee as to the expenditure of monies or the incurring of debt of \$1,000 or less shall be considered adopted by the Board upon acceptance by the Board of the minutes of the Executive Committee

(c) BYLAWS AND AMENDMENTS COMMITTEE: The Bylaws and Amendments Committee shall be responsible for drawing up changes in the Bylaws for submission to the Board for approval. The Secretary shall be the Committee Chairperson.

Article VIII.

NOSA CONTRACTORS

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

Article IX.

CONTRACTS, LOANS, DRAFTS, DEPOSITS AND ACCOUNTS

Section 1 CONTRACTS: The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name and on behalf of NOSA. The Board may make such authorization general or special.

Section 2 LOANS: Unless the Board has authorized such action, no Officer or agent of NOSA shall contract for a loan on behalf of NOSA or issue any evidence of indebtedness in NOSA's name.

Section 3 DRAFTS: The Executive Committee or approved Director, as the Board shall determine, shall issue all checks, drafts, and other orders for the payment of money, notes, and other evidence of indebtedness issued in the name of or payable by NOSA.

Section 4 DEPOSITS: The Executive Committee or approved Director shall deposit all funds of NOSA, not otherwise employed in such banks, trust companies, or other depositories, as the Board may select or as any officer or attorney of NOSA, to whom the Board has delegated such power may select. For the purpose of deposit and collection for the account of NOSA, the President, Treasurer, or any other officer, attorney, or agent whom the Board has authorized, may endorse, assign, and deliver checks, drafts, and other orders for the payment of money payable to the order of NOSA.

Section 5 GENERAL AND SPECIAL BANK ACCOUNTS: The Board may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select or as any officer, agent or attorney of NOSA to whom the Board has delegated such power may select. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it deems expedient.

Section 6 LIMITS OF AUTHORITY: The limits of authority for the expenditures of money or the incurring of debt shall be as follows: (a) All agreements involving \$10,000.00 or less, entered into by NOSA, its agents or officer(s), must be ratified by a majority vote of the Executive Committee. Action taken by the Executive Committee as to the expenditure of monies or the incurring of debt of \$10,000.00 or less shall be considered adopted by the Board, upon acceptance by the Board of the minutes of the Executive Committee. (b) Agreements involving more than \$10,000.00 must be ratified by a majority vote of the Board.

Article X.

NON-LIABILITY.

The Directors, officers, employees and agents of the Corporation shall not be personally liable for the debts, liabilities, or other obligations of the Corporation. To the maximum extent permitted by the Oklahoma General Corporation Act, as exists on the date hereof or as may hereafter be amended, no Director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

INDEMNIFICATION

Section 1 ACTIONS, SUITS OR PROCEEDINGS OTHER THAN BY OR IN THE RIGHT OF NOSA: NOSA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of NOSA) because he/she is or was or has agreed to become a Director or officer of NOSA, or is or was

serving or has agreed to serve, at the request of NOSA, as a Director or officer of another corporation, partnership, joint venture, trust, or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against cost, charges, expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her or on his/her behalf in connection with such action, suit, or proceeding and any appeal, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of NOSA. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of NOSA.

Section 2 ACTIONS OR SUITS BY OR IN THE RIGHTS OF NOSA: NOSA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of NOSA to procure a judgment in its favor, because he/she is or was or has agreed to become a Director or officer of NOSA, or is or was serving or has agreed to serve, at the request of NOSA, as a Director or officer of another corporation, partnership, joint venture, trust, or other enterprise, or because of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him/her or on his/her behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of NOSA, except that no indemnification shall be made for any claim, issue, or matters to which such person shall have been adjudged to be liable to NOSA, unless and only to the extent that the District Court of Woodward County or arbitral proceeding in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges, and expenses which the District Court of Woodward County or arbitrator shall deem proper.

Section 3 INDEMNIFICATION FOR COSTS, CHARGES, AND EXPENSES OF SUCCESSFUL PARTY: Notwithstanding the other provisions of this Article X, to the extent that a Director or officer of NOSA has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit, or proceeding referred to in Article X, Sections 1 and 2 or in defense of any claim, issue, or matter therein, he/she shall be indemnified against all costs, charges, and expenses (including attorneys' fees) actually and reasonably incurred by him/her or on his/her behalf.

Section 4 DETERMINATION OF RIGHT TO INDEMNIFICATION: Any indemnification under Article X, Sections 1 and 2 (unless ordered by a court) shall be paid by NOSA, unless a determination is made: (a) by a disinterested majority of the Board; (b) by independent legal counsel, in a written opinion; or, (c) by the members, that indemnification of the Director or officer is not proper in the circumstances, because he/she has not met the applicable standard of conduct set forth in Article X, Sections 1 and 2.

Section 5 ADVANCE OF COSTS, CHARGES, AND EXPENSES: Costs, charges, and expenses (including attorneys' fees) incurred by a person referred to in Article X Sections 1 and 2

in defending a civil, criminal, administrative, or investigative action, suit or proceeding shall be paid by NOSA in advance of the final disposition of such action, suit, or proceeding, provided, however, that the payment of such costs, charges, and expenses incurred by a Director or officer in his/her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer) in advance of the final disposition of such action, suit, or proceeding shall be made only upon receipt of an undertaking by or on behalf of the Director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such Director or officer is not entitled to be indemnified by NOSA as authorized in Article X. Such costs, charges, and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board deems appropriate. The Board may, in the manner set forth above, and upon approval of such Director, officer, employer, employee, or agent of NOSA, authorize the NOSA's counsel to represent such person, in any action, suit or proceeding, regardless of whether NOSA is a party to such action, suit, or proceeding.

Section 6 PROCEDURE FOR INDEMNIFICATION: NOSA shall promptly pay any indemnification under Article X, Sections 1, 2, and 3 or advance costs, charges, and expenses under Article X Section 5, and in any event within 60 days after the written request of the Director or officer. A Director or officer may enforce his/her right to indemnification or advances as granted by this Article X in the District Court of Oklahoma County, if NOSA denies such request, in whole or in part, or if no disposition thereof is made within 60 days. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by NOSA. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 5 where the required undertaking, if any, has been received by NOSA) that the claimant has not met the standard of conduct set forth in Article X, Sections 1 or 2, but the burden of proving such defense shall be on NOSA. Neither the failure of NOSA (including its Board, independent legal counsel, and/or members) to have made a determination before the claimant commences an action alleging that indemnification is proper because he/she has met the applicable standard of conduct set forth in Article X, Sections 1 or 2, nor an actual determination by NOSA (including its Board, independent legal counsel and/or members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 7 SETTLEMENT: If in any action, suit, or proceeding, including any appeal, within the scope of Article X, Sections 1 or 2, the person to be indemnified shall have unreasonably failed to enter into a settlement, then, notwithstanding any other provision, NOSA's indemnification obligation to such person shall not exceed the total of the amount at which settlement could have been made and the expense incurred by such person prior to the time such settlement could have been made.

Section 8 OTHER RIGHTS: CONTINUATION OF RIGHT TO INDEMNIFICATION: The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which any Director, officer, employee, or agent seeking indemnification may be entitled under any law (common or statutory), agreement, vote of members or disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while

holding office or while employed by or acting as agent for NOSA. This indemnification shall continue after a person has ceased to be a Director, officer, employee, or agent, and shall inure to the benefit of the estate, heirs, executors, and administrators of such person. All rights to indemnification under this Article X shall be deemed to be a contract between NOSA and each Director, officer, employee, or agent of NOSA who serves or served in such capacity at any time while this Article X is in effect. Any repeal or modification of this Article X or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not, in any way, diminish any rights to indemnification of such Director, officer, employee, or agent or the obligations of NOSA arising under this Article. This Article shall be binding upon any successor corporation to NOSA, whether by way of acquisition, merger, consolidation, or otherwise.

Section 9 INSURANCE: NOSA may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee, or agent of NOSA or is or was serving at the request of NOSA as a Director, officer, employee, or agent of another corporation, partnership, joint Venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her or on his/her behalf in any such capacity, or arising out of his/her status as such, whether or not NOSA would have the power to indemnify him/her against such liability under the provisions of this Article X.

Section 10 SAVING CLAUSE: If this Article X or any portion shall be invalidated on any ground by any court of competent jurisdiction, then NOSA (a) shall indemnify each Director and officer of NOSA, and (b) may indemnify each employee and agent of NOSA, as to costs, charges, and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including an action by or in the right of NOSA, to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to full extent permitted by applicable law.

Section 11 SUBSEQUENT AMENDMENT: No amendment, termination or repeal of this Article X shall affect or impair, in any way, the rights of any Director or officer of NOSA to indemnification with respect to any action, suit, or proceeding arising out of, or relating to, any actions, transactions, or facts occurring prior to the final adoption of such amendment, termination, or appeal.

Section 12 SUBSEQUENT LEGISLATION: If the Act is amended to further expand the indemnification permitted to Directors, officers, employees, or agents of NOSA then NOSA shall indemnify such persons to the fullest extent permitted by the Act, as amended.

Article XI.

APPELLATE PROCEDURES

Section 1 APPEAL OF SUSPENSION, TERMINATION OR DISSOLUTION: (a) Any membership suspension or termination pursuant to Article III, Section 3(a), hereof, shall be subject to an appeal to the Board provided that the appeal shall have been submitted, in writing, to the President of NOSA within five (5) business days from receipt of the written notice of

suspension or termination set forth in Article III, Section 3(b), hereof. Such request shall state the basis for the appeal. (b) Any team suspension or dissolution pursuant to Article III, Section 4(a), hereof, shall be subject to an appeal to the Board provided that the appeal shall have been submitted, in writing, to the President of NOSA within five (5) business days from receipt of the written notice of suspension or dissolution set forth in Article III, Section 4(b), hereof. Such request shall state the basis for the appeal.

Section 2 BOARD MEETING CONCERNING SUSPENSION TERMINATION OR DISSOLUTION: After receipt of a written notice of appeal, within the time and manner specified, it shall be the duty of the President to call a special meeting of the Board: (a) To review the suspension or termination of membership and to hear the appeal. It shall then be the duty of the Board to vote on the termination or suspension. A termination or suspension of membership shall be deemed valid by the Board by an affirmative vote of three-fourths (3/4) of the eligible votes of the Board. If a vote is less than three-fourths (3/4) of the eligible votes of the Board, then such member shall be deemed automatically reinstated. (b) To review the suspension or dissolution of a team and to hear the appeal. It shall then be the duty of the Board to vote on the dissolution or suspension. A termination or suspension of a team shall be deemed valid by the Board by an affirmative vote of three-fourths (3/4) of the eligible votes of the Board. If a vote is less than a three-fourths (3/4) of the eligible votes of the Board, then such team shall be deemed automatically reinstated.

Article XII.

PARLIAMENTARY AUTHORITY Section 1 RULES OF ORDER: The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern NOSA in all cases to which they are applicable and, in which they are not, NOSA may adopt such rules as are applicable.

Article XIII.

AMENDMENT OF BYLAWS Section 1 AMENDMENTS: The members or the Board may amend or repeal these Bylaws at any meeting or by written consent. The Secretary shall record all amendments or repeals of these Bylaws, by making the required changes on NOSA's copy of the Bylaws and either noting the effective time of the change (and all other changes following the last restatement of the Bylaws) in a parenthetical following the amended or deleted Section or restating and certifying an amended and restated version of the then effective Bylaws.

Section 2 PRIOR REVIEW BY THE BYLAW COMMITTEE: As provided in Article VII, Section 5, any and all amendments to these Bylaws shall first be submitted to the Bylaws and Amendments Committee for review and recommendation to the Board of Directors.

Section 3 VOTE OF DIRECTORS: These Bylaws can be amended at any regular meeting of the Board by a two-thirds vote, provided that the amendment has been submitted in writing to all Directors and officers at least seven (7) days prior to the meeting.

Article XIV.

NOTICES

Section 1 GENERAL: Unless these Bylaws expressly provide otherwise, NOSA may give effective notice under these Bylaws by U.S. postal service, by overnight delivery service, by telegram or telegraph, or by electronic transmission, such as telephone, fax, electronic bulletin board, voice mail, email, or another similar medium. Effective notice may also be made in person. Receipt of effective notice must not be contingent upon the recipient's payment of any charges as a prerequisite to the notice's receipt. Effective notice must be posted or transmitted to recipient's address, telephone number, facsimile number, email address, or electronic code number as shown on the records of NOSA, in a manner normally used for the posting or transmission of information in the medium chosen. Effective notice to NOSA shall be posted or transmitted to the President or Secretary at NOSA's principal office. Unless these Bylaws expressly provide to the contrary, the time when the person sends notice shall constitute the time of the giving of notice, and the burden of proving notice shall rest on the sender.

Section 2 WAIVER OF NOTICE: Whenever the law or these Bylaws require notice, the person entitled to said notice may waive such notice in writing, either before or after the time stated in the notice.

Article XV.

MISCELLANEOUS

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

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

Article XVI.

DISSOLUTION

Section 1 VOTE TO DISSOLVE: NOSA may be dissolved by the Directors by a three-fourths (3/4) vote at a special meeting called for that purpose. Any special meeting called for the purpose of dissolution requires public 30-day prior notice to the general membership.

Section 2 DISSOLUTION/WINDING UP: Upon dissolution, the Directors shall after paying or making provision for the payment of all liabilities of NOSA, dispose of all the assets of NOSA by donating said assets to any legitimate successor organization, or any such organization which is organized and operated exclusively for charitable, educational, religious, or scientific

purposes, or to OSA, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3), of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the Amended and Restated Bylaws of NOSA as adopted by the Board on the

_____.

Board Signatures: