

**BY-LAWS OF GREAT LAKES SECTION
UNITED STATES FENCING ASSOCIATION
May 3, 2008**

ARTICLE I-NAME

The name of this organization shall be the Great Lakes Section of the United States Fencing Association, Inc. ("USFA"), and the organization is sometimes hereinafter called "the GLS". The GLS shall be governed pursuant to the terms of these By-laws which shall be, if at all reasonably possible, construed to be in accordance with the USFA By-laws and regulations.

ARTICLE II-CHARTER

The GLS has operated as a quasi-administrative unit of the USFA under a charter originally granted to the GLS by the Amateur Fencers League of America, the predecessor of the USFA. The geographic area comprising the GLS shall be fixed by the Board of Directors of the USFA, and it is currently the geographic areas of the states of Michigan, Ohio, Indiana, and Kentucky. The GLS is voluntarily subject to the Bylaws of the USFA governing the operations of Sections of the USFA.

ARTICLE III-PURPOSE

(A) The GLS is organized exclusively for civic, charitable, educational, literary, recreational and scientific purposes, including, for such purposes and subject to the restrictions and limitations set forth herein, to receive and maintain a fund or funds of real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for civic, charitable, recreational, scientific, literary, or educational purposes.

(B) The purpose of the GLS shall be to promote, foster, encourage, and perpetuate the sport of fencing on all levels, in accordance with USFA standards, and to conduct amateur tournaments and GLS Championships for the USFA, to educate the public regarding the recreational aspects of fencing, to support the United States' Olympic efforts in the sport of fencing, to provide a recreational opportunity for persons in the Great Lakes Section in the sport of fencing, and to provide an organization for the membership of said Section within the USFA.

ARTICLE IV-MEMBERSHIP

All persons who are in any member category of the USFA within the geographic boundaries of the GLS are entitled to membership in the GLS provided that one or more of the following apply:

The person shall be entitled under the By-laws of the USFA to be a member of the USFA and a Division within the GLS, and the person shall have registered as a member of the USFA and a Division within the GLS, or;

The person is a member of the USFA, and determines to join a Division thereof within the GLS, whether previously a member of another Division of the USFA or not, and is entitled to join the GLS under the By-laws of the USFA.

ARTICLE V-EXECUTIVE COMMITTEE:

Pursuant to Article XV, Section 11 of the USFA By-laws, the management of the GLS shall be vested in an Executive Committee. The Executive Committee shall be composed of the Chair of each Division in the GLS, plus an additional member from each Division appointed by the Division's Executive Committee, plus the Congressional Representatives to the USFA of each Division in the GLS, plus the Officers of the GLS. However, day-to-day management of the affairs of the GLS shall be conducted by the Officers of the GLS pursuant to their respective duties as set forth hereinbelow.

ARTICLE VI-MEETINGS

- A) **Executive Committee:** The Executive Committee of the GLS shall meet annually at the GLS Championships, and from time to time, as determined necessary by the officers of the GLS. Any officer may request that a meeting be called, and a quorum shall consist of at least two (2) officers of the GLS present at such meeting. Notice of such meeting and/or the GLS Championship at which such meeting will be held shall be given at least three (3) days prior to the date of the meeting, and such notice may be given by ordinary mail, electronic mail, telecopier, or by telephone to the Officers and to the Division Chairs. Any member of the GLS shall be entitled to attend such meeting, although notice of such meeting shall not have to be provided to the membership. Members of the GLS shall not have a formal vote at such a meeting. No action taken at a meeting shall be invalid on the basis of lack of notice where a quorum is present.
- B) **Members:** There is no Members Meeting *per se*; however, Members shall be entitled to attend the annual meeting of the Executive Committee.
- C) **Order:** The Chairman shall conduct any meetings of the Executive Committee or Officers. If necessary in the discretion of the Chairman, meetings shall be conducted pursuant to Robert's Rules Of Order. The order of business shall be approval of prior minutes, reports of officer, old business, new business, elections, miscellaneous, setting time and place for next meeting, and adjournment.

ARTICLE VII-OFFICERS AND THEIR DUTIES

- A) The CHAIR of the GLS shall preside at all meetings of the GLS. Pursuant to Article XV, Section 11 of the USFA By-laws, the Chair shall be appointed by the Executive Committee from among members of the GLS, and the Chair shall become a member of the USFA Congress but shall not be entitled to more than one vote. Within the time specified by the Treasurer of the USFA, the Chair of the GLS shall file with the Treasurer of the USFA a report of the finances and activities of the GLS for the year. The Chair shall determine those actions that need to be taken in the best interests of the GLS, and shall perform such duties as the Executive Committee may assign to the position. The Chair shall be the representative of the GLS to the Board Of Directors of the USFA, and the Chair shall be entitled to reimbursement of reasonable expenses incurred in attending meetings of the Board Of Directors of the USFA.
- B) The VICE-CHAIR of the GLS shall assume the duties of the Chair in the Chair's absence. If there is a vacancy in the Chair prior to the next appointment of officers, the Vice-Chair shall assume the duties of the Chair. The Vice-Chair shall perform such duties as the Executive Committee may assign to the position. Traditionally, the Vice-Chair is from the Division which will host the GLS Championships.
- C) Pursuant to Article XV, Section 11 of the USFA By-laws, the SECRETARY of the GLS shall be the appointed by the GLS Executive Committee from among members of the GLS. The Secretary shall be the custodian of all tournament records of the GLS (including without limitation sectional circuit point totals), and shall report tournament results, and other matters so required, to the Executive Committee and to the USFA. Upon request, the Secretary shall be responsible for providing notices of meetings and tournaments to members of the GLS and the USFA, and shall take and maintain minutes of meetings of the GLS. The Vice-Chair shall perform such duties as the Executive Committee may assign to the position.
- D) Pursuant to Article XV, Section 11 of the USFA By-laws, the TREASURER of the GLS shall be the appointed by the GLS Executive Committee from among members of the GLS. The Treasurer shall perform the usual duties of a Treasurer, including the collection of fees at tournaments, the collection and payment of member dues from the USFA, when necessary, the reporting of financial information to the USFA, when required, and the maintenance of the financial records of the GLS. The Treasurer shall perform such duties as the Executive Committee may assign to the position.

The positions of Secretary and Treasurer may be combined, if necessary, into one position of Secretary-Treasurer.

In the event there is a vacancy in any Officer position, or other vacancy on the Executive Committee, the Chair may either fill such vacancy by way of appointment, or determine to leave the position vacant until the next annual meeting of the Executive Committee. All officers of the GLS must be members of the USFA and the GLS.

ARTICLE VIII-COMMITTEES

Referee Committee: Prior to the GLS Championships, the Chairman shall appoint a Referee Committee to assist the host Division with matters relating to refereeing.

In addition to any committee provided for herein, the Chair may determine and create committees within the GLS. The Chair shall determine the members of and appoint the chairs of all committees.

ARTICLE IX-NOMINATIONS, ELECTIONS AND TERMS OF OFFICERS

The nominations and election of Officers of the GLS shall take place at the annual meeting of the Executive Committee, and the officers shall serve until the next such election. Such persons shall be elected by majority vote of the Executive Committee members present and voting in person. Notice of the annual meeting shall be given as set forth hereinabove.

In the event of a tie for the election of any Officer, those persons in the tie shall be contacted by the Chair, or Vice Chair, if the tie involves the position of Chair, and if one voluntarily agrees to be removed from contention, the other shall be elected. However, if none of the persons involved in the tie agree to be removed from contention, then the Chair for the prior year shall break the tie.

The term of the Officers of the GLS shall begin immediately upon election and shall continue until their successors are duly qualified and appointed.

ARTICLE X-REMOVAL OF OFFICERS OR OTHER DIRECTORS, OR MEMBERS

A) An Officer or Executive Committee member may be removed for failure to perform the duties of the position by a two-thirds vote of all members of the Executive Committee. Such person shall have the right to defend his/her position at a meeting of the Executive Committee before such removal, if he or she so desires.

B) Any member of the GLS shall be removed if they are no longer eligible for membership in the USFA for any reason.

ARTICLE XI-VOTING

The election of Officers of the GLS shall be conducted by voice vote, unless there is a request for written ballots. Unless otherwise stated, a majority vote of all present and eligible to vote at any Executive Committee meeting shall carry any question.

ARTICLE XII-DUES

There shall be no dues charged by the GLS to its members, other than the share of the dues paid to the USFA that are remitted to the GLS.

ARTICLE XIII-ANNUAL GLS CHAMPIONSHIP FENCING TOURNAMENT:

A) LOCATION & DATE: The location and time of the annual GLS Championship fencing tournament shall be determined upon vote of the Executive Committee at its annual meeting. Generally, the Divisions comprising the GLS are expected to take turns hosting the GLS Championships; however, it shall remain the prerogative of the Executive Committee to assign the event to a particular Division. The traditional order of rotation for hosting the event shall be: Columbus, Ohio Division; Indiana Division; Northern Ohio Division;

Michigan Division; Kentucky Division; S.W. Ohio Division.

B) ORGANIZATION: Generally, the organization of the GLS Championships shall be determined by the host Division; however, at a minimum the championship shall include both men's and women's senior sectional championship (open) event and men's and women's U19 championship whereby GLS fencers may qualify for Div. IA, Div. II, and U19 Summer National Fencing Tournaments. The bout committee for the GLS Championships shall consist of three to five people who are GLS members and fencers, including without limitation, at least one representative from the host Division, one member of the GLS Executive Committee, and the referee examiner, if any. The schedule of fencing events for the GLS Championship may be provisionally set by the host Division but must be approved by the GLS Chairman prior to publication.

C) REFEREES & TRAINING: The GLS Executive Committee and host Division shall arrange for referee training and examinations to be provided at a Sectional Circuit event near the time of the GLS Championships or at or near the GLS Championships. The assignment of referees to strips at the GLS Championships shall be done by the GLS Referee Committee and the referee examiner, if any. Examination of novice referees using qualifying bouts is discouraged, but may be permitted in the discretion of the GLS Referee Committee.

D) FINANCES: The host Division with the approval of the Chairman of the Executive Committee shall be entitled to set the entry fees for the GLS Championship. All expenses of the GLS Championship tournament including without limitation, facility rental, custodial, advertising, referee, food, set-up, and tear-down expenses shall be paid by the host Division and reimbursed from the proceeds of the event. The GLS shall be entitled to twenty-five (25%) of the net profits of the event, and the host Division shall be entitled to retain the remainder of the net profits.

ARTICLE XIV-FISCAL YEAR

Unless otherwise required by the USFA, or by any governmental agency or authority, or by vote of the Executive Committee of the GLS, the fiscal year of the GLS shall be co-terminus with the fencing season.

ARTICLE XV-AMENDMENTS

These By-laws may be amended or rescinded at any time by an affirmative vote of a majority of all of the members of the Executive Committee.

ARTICLE XVI-INDEMNIFICATION

Upon request, the GLS shall indemnify any Officer or Executive Committee member for any loss they may suffer or incur as a result of actions taken by them, in good faith, on behalf of the GLS, and for which indemnification is not prohibited by law.

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